# REVISED
## GOLDSBORO CITY COUNCIL
## REGULAR MEETING AGENDA
## MONDAY, APRIL 3, 2023

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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

**I. WORK SESSION–5:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER STREET**

1. **ROLL CALL**
2. **ADOPTION OF THE AGENDA**
3. **OLD BUSINESS**
   a. NPO Third Party Administrator Discussion **- Added at Meeting**
4. **NEW BUSINESS**
   *b.* EPA Brownfields Planning Grant (Downtown Development)
   c. NCLM Voting Delegate (City Manager)

**II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER STREET**
Invocation (Pastor Cynthia Whaley, Destiny Walker Ministries)
Pledge of Allegiance

**III. ROLL CALL**

**IV. APPROVAL OF MINUTES**
A. Minutes of the Work Session and Regular Meeting of March 20, 2023

**V. PRESENTATIONS**
B. Month of the Military Child (Purple Up Day) Proclamation
C. Children and Families Month Proclamation
D. Goldsboro/Wayne Certificate of Appreciation (Purple Heart Foundation)

**VI. PUBLIC HEARINGS**
**Continued to 4-17-23**
E. UDO-1-23 Article 5: Section 5.5.4 – Special Use Specific Use Regulations (E) Bars, Nightclubs, Pool Halls, Microbreweries, Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit (Planning) **– Continued from 3/20/23**
F. Non-Contiguous (Satellite) Annexation Petition – Goldsboro (Hwy 70) WW, LLC - Located on the southwest corner of US Hwy. 70 W. and NC 581 Hwy (Planning)
G. Z-2-23 John E. Darden (Neighborhood Business to General Business) – North side of E Elm St. between Dail St. and Linwood Ave. (site of Elm St. Detail Shop) (Planning)
H. Z-3-23 Nelson Chavarria (Residential 16 to Residential 9) – South side of McLain St. off of Central Height Rd. (Planning)
I. Z-4-23 SOS Management Inc. (Residential 20A to Residential 12) – East of Piedmont Airline Rd. off of Thel Dr. (Planning)

**VII. PUBLIC COMMENT PERIOD**

**VIII. CONSENT AGENDA ITEMS**
J. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 111 N. Slocumb to Christopher Michael Jones (Finance)
**Removed** K. Authorization of sale of jointly owned property for 200 N. Carolina Street (Norris Uzzell) (Finance)
L. Ratifying the Economic Development Agreements between the City of Goldsboro, WNB Landlord, LLC., and County of Wayne (Downtown Development)
M. Set Public Hearing - Contiguous Annexation Petition – Highland Trails (JD Gupta) - Located on the south side of W New Hope Rd. between Somervale Ln. and Twin Oaks Pl. (Planning)
N. Set Public Hearing - Contiguous Annexation Petition – New Hope Place, LLC - Located on the north side Cuyler Best Rd. between Oxford Blvd. and Glendas Dr. (Planning)

O. Split-Jurisdiction Agreement between the City of Goldsboro and County of Wayne (Planning)
P. SU-3-23 Place of Entertainment w/ ABC Permit (Bricks Restaurant) – 223 N Center St. (Planning) **Moved to Ind Action**
Q. SU-4-23 Licensed Massage Therapy (Aim 2 Ease) – 3888 E Ash St. (Planning)
R. Roosevelt Group Engagement Letter (Mayor)
S. A Resolution in Support of Rail Service from Goldsboro, NC to Wilmington and Raleigh, NC (City Manager)
T. Advisory Board and Commission Appointments (City Clerk)
U. Certification Of Sufficiency - Contiguous Annexation Petition – Perry Real Estate Group – Located at the Intersection of New Hope Rd. & Hare Rd. (Planning) **- Added at Meeting**

**IX. ITEMS REQUIRING INDIVIDUAL ACTION**

V. Change Order No.1 Price Change for the Bulk Storage Tank replacement for the WRF (Public Utilities) **– Continued from 3/20/23**

**X. CITY MANAGER'S REPORT**

**XI. CEREMONIAL DOCUMENTS**

W. Re-Entry Month Proclamation

**XII. MAYOR AND COUNCILMEMBERS' COMMENTS**

**XIII. CLOSED SESSION**

**XIV. ADJOURN**






# Partnership Proposal

| Process: | Timeline |
|---|---|
| Survey to Council to identify priority for funding & outcome measures | Apr-23 |
| Identify COG Impact Committee to serve | Apr-23 |
| Create COG campaign in grant management software. | Apr-23 |
| Create COG NPO Funding critera (based upon COG survey results) | Apr-23 |
| Open applications for funding requests within priority areas | May-23 |
| Staff to assess proper documents and coordinate NPO presentations for volunteer Committee | May-23 |
| Volunteer Committee to make recommendations | Jun-23 |
| UW Staff to report results of recommendations to COG with supporting documents. | Jun-23 |
| UW Staff , on behalf of the COG, notify all applicants of decision | Jun-23 |
| Request to COG Finance to process NPO funding, following Council approval | Jul-23 |
| Evaluate any Initial Impact Programs for reimbursement | Dec-23 |
| End of year reporting to include outcomes, demographics & success stories. Evaluate partnership. | Jun-24 |
| **Outcomes:** | |
| *Utilize ecImpact grant & community impact management software to apply and track supporting documents & measure outcomes and demographics. | |
| **Fee Structure:** | |
| 10% of total allocations | |



# Application Process

All current grantees (funded agencies) will be invited to submit an application for funding.

In addition, a funding opportunity announcement (RFA) will be published and available to the public. Any nonprofit that meets the funding criteria will be able to apply

The RFA will be released no less than 45 days before the application is due.

# Selection Process

- All applications that meet eligibility criteria and that are submitted by the prescribed due date will be considered.
- A selection criteria ranking will be used to determine the agencies that will be funded and to determine the awarded amounts. These decisions will be based on a prescribed matrix (approved by the City) and on community needs.
- The selection process will occur within 15 business days

MINUTES OF THE MEETING OF THE GOLDSBORO CITY COUNCIL
MARCH 20, 2023

**WORK SESSION**

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Council Chambers, City Hall, 214 North Center Street, at 5:00 p.m. on March 20, 2023.

**Call to Order**. Mayor Ham called the meeting to order at 5:00 p.m.

**Roll Call**.

Present: Mayor David Ham, Presiding
Mayor Pro Tem Taj Polack
Councilwoman Hiawatha Jones
Councilman Bill Broadaway
Councilwoman Brandi Matthews
Councilman Charles Gaylor, IV
Councilman Greg Batts

Also Present: Tim Salmon, City Manager
Ron Lawrence, City Attorney
Laura Getz, City Clerk
Matt Livingston, Assistant City Manager

**Adoption of the Agenda**. Upon motion of Mayor Pro Tem Polack, seconded by Councilman Broadaway, and unanimously carried, Council adopted the agenda.

**New Business.**

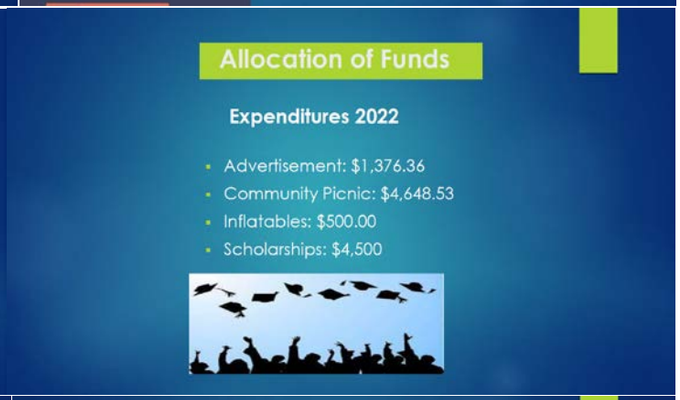
**DGAF Sponsorship Update**. Gary Packer, National President of the Dillard/Goldsboro Alumni and Friends Inc. shared the following presentation:











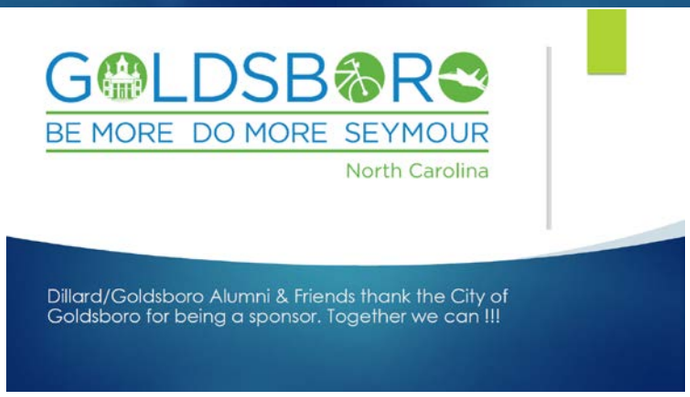













Mayor Pro Tem Polack made a motion to provide additional funding of $1,350 to the already appropriated $10,000 funding. The motion was seconded by Councilwoman Jones and unanimously carried. Mayor Ham stated we would take up the request for 2024 in the upcoming budget.

Mr. Packer requested the city declare that weekend, the Dillard Goldsboro Alumni and Friends Memorial Weekend. The Mayor stated we would have a proclamation to signify that.

**Juneteenth Celebration Presentation.** Liza Govan and Kay Tee Taylor with Curtis Media shared the following presentation:







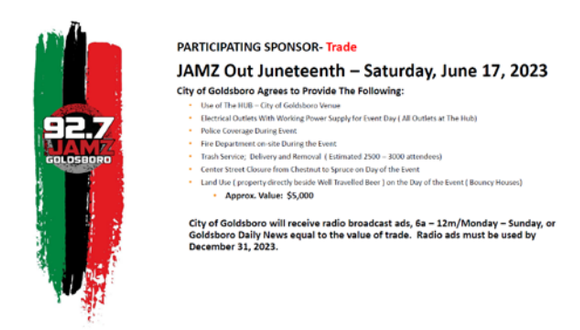














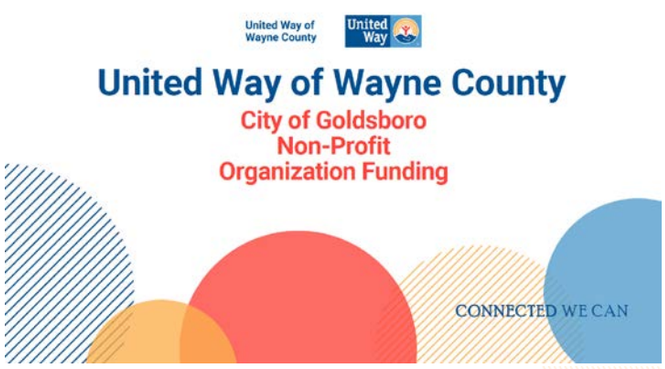


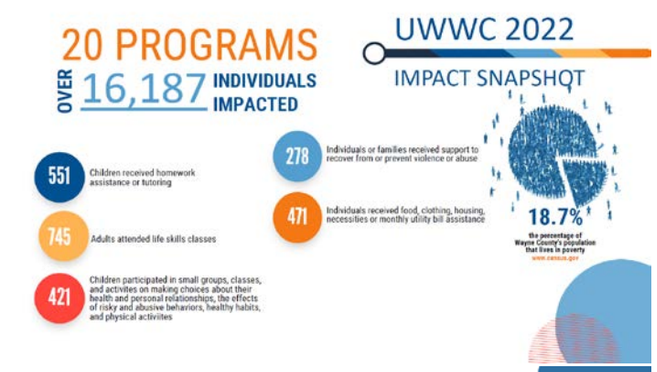


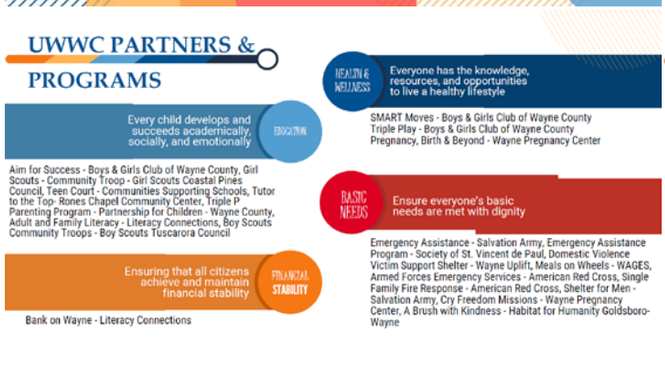


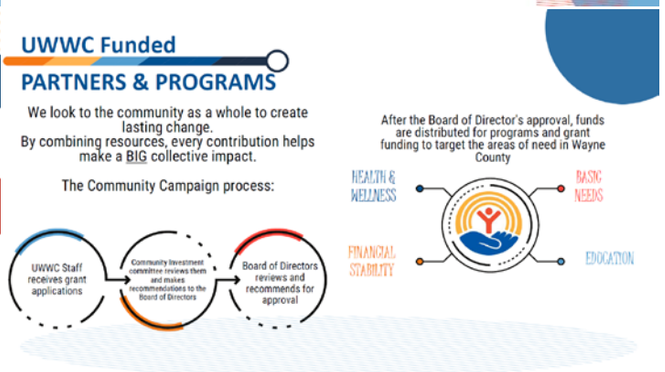
City Manager Salmon shared the Community Relations Department will provide the requested $1,000 and the city will provide the support. Council consensus was to support the Juneteenth event.

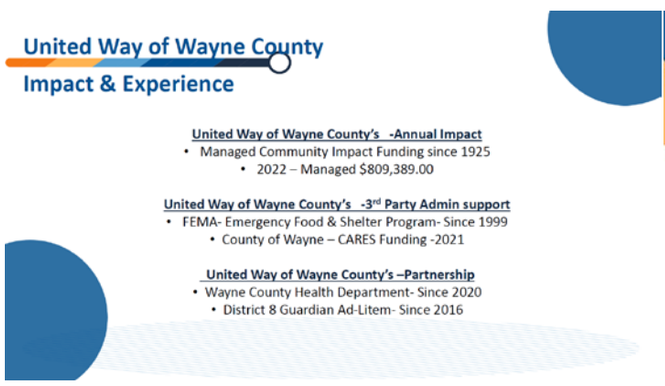
**NPO Third Party Administrator Presentations.** Sherry Archibald, Untied Way Director, shared the following presentation:










**Partnership Proposal**

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| Volunteer Committee to make recommendations | Jun-23 |
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| UW Staff , on behalf of the COG, notify all applicants of decision | Jun-23 |
| Request to COG Finance to process NPO funding, following Council approval | Jul-23 |
| Evaluate any Initial Impact Programs for reimbursement | Dec-23 |
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Tracy Jones, WAGES Controller, shared the following presentation:

## WAGES –NPO Administration

*March 20, 2023*

*Presentation to the City Council- City of Goldsboro*

WAGES
A Community Action Agency

## History of WAGES




- In January of 1964, President Lyndon B. Johnson declared The War on Poverty in his State of the Union speech. In August that same year, he signed the Economic Opportunity Act of 1964.
- WAGES was formed by a charter of the Wayne County Board of Commissioners in 1966.

## WAGES Vision and Mission

*Our vision is that everyone has the opportunity to achieve their optimal potential.*

*WAGES mission is to provide opportunities and services to improve the quality of life in the communities we serve.*

## WAGES Programs

- Weatherization Assistance Program (WAP)
- Head Start
- Early Head Start
- CSBG Self-Sufficiency Project
- Home Delivered Meals (Meals on Wheels)
- Congregate Nutrition Sites
- Senior Companion Program
- Foster Grandparent Program
- Child Advocacy Network

## Organizational Capacity

**WAGES programs address community needs including:**

- Housing
- Food insecurity
- Early education
- Workforce development
- Economic development
- Child advocacy
- Senior services
- Volunteer services
- And more

## Organizational Capacity

- WAGES has served hundreds of thousands of residents in Wayne and surrounding counties since 1966.
- WAGES has extensive experience in administering federal funds and federal programs.

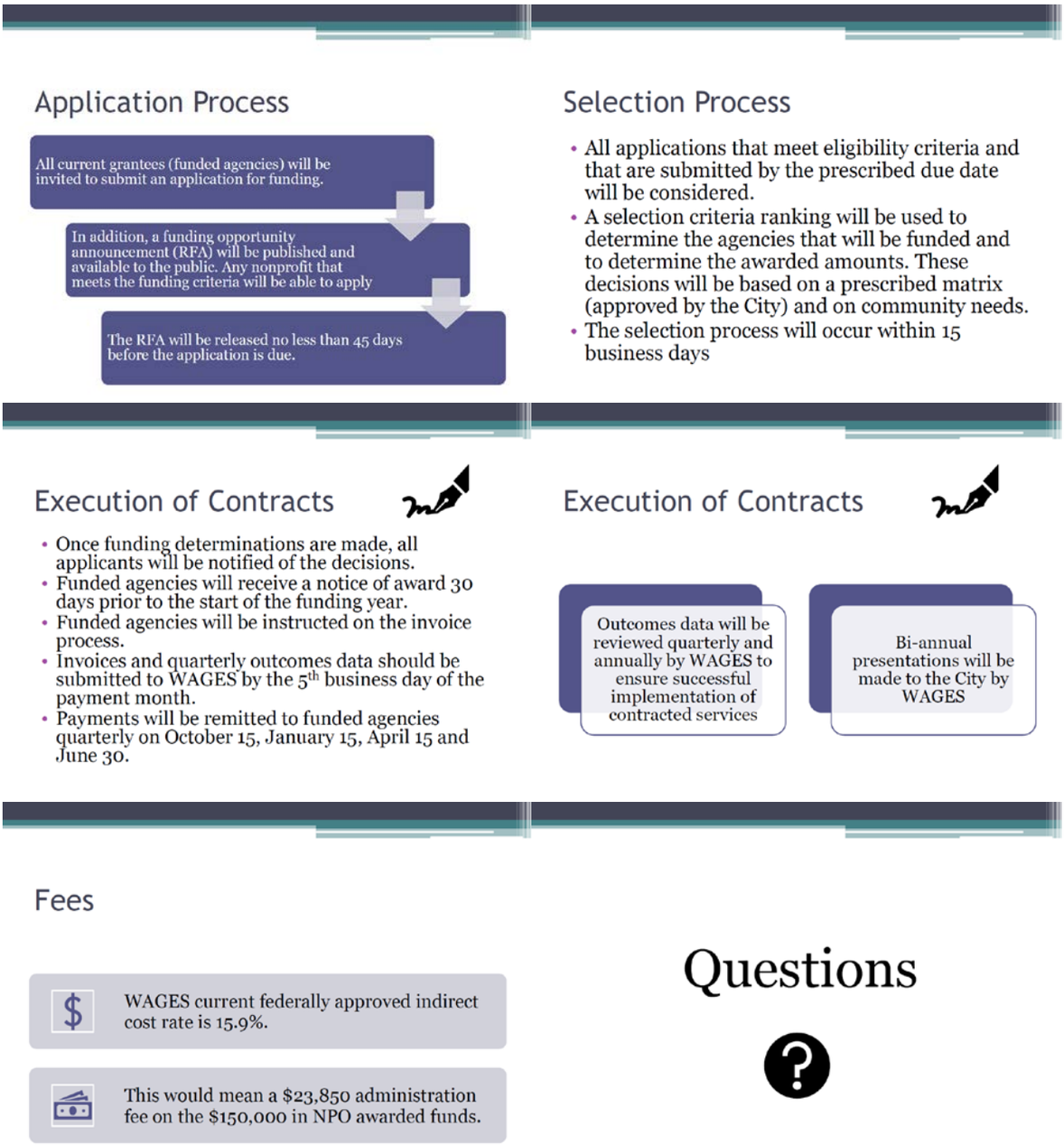


## Funds Management Experiences

- WAGES administers programs with more than 20 diverse funding streams.
- These funding sources include:
  - US Department of Health and Human Services
  - US Department of Energy
  - US Department of Agriculture
  - NC Department of Environment Quality
  - NC Office of Economic Opportunity
  - Local city and county governments
  - Duke Energy
  - United Way
  - Various foundations and local contributions.

## Contract Administration

- WAGES has current and relevant experience with contract administration including the annual distribution of more than $1.4 million in federal funds to 3 partner childcare centers in Wayne County through the Early Head Start Child Care Partnership model.




**Boards and Commissions Applications.** City Clerk Getz shared the following information: There are two vacancies on the Historic District Commission and there are two vacancies on the Mayor's Committee for Persons with Disabilities. Fritz Knack has submitted an application for the Historic District Commission. The Historic District Commission has not submitted a recommendation. Angela Newsome and Tamara Wilder have submitted an application for the Mayor's Committee for Persons with Disabilities. The Mayor's Committee for Persons with Disabilities met and has recommended both applicants. Council recommended the three positions as stated. City Clerk Getz will bring a resolution to the next meeting to appoint the three applicants.

**LGC Financial Performance Indicators of Concern.** City Manager Salmon shared the following information: Changes in North Carolina Administrative Code, effective for all annual audits with fiscal year ends June 30, 2021 and later, require that the auditor (Forvis), include, in the presentation to the governing board, the values of Financial Performance Indicators and the Board respond within 60 days to the Local Government Commission with a plan addressing each Financial Performance Indicator of Concern. The City Manager and Finance Director drafted a City response letter to the Local Government Commission (LGC) which is detailed below. City Manager Salmon shared after any questions from Council, staff will make adjustments as necessary and requested Council approval so that the letter can be returned to the LGC. City Manager Salmon presented the following:

**Fund Balance Available General Fund**

The City's result in FY21 was nearly 14% and the LGC recommends a minimum of 25% which was discussed at the retreat.

In FY 21-22, the City increased its property tax rate from $0.65/$100 valuation to $0.68/$100. Each cent generates about a quarter of a million dollars and we expect to add three quarters of a million dollars to our fund balance in FY2021-22 and FY22-23. The City also cut spending on training, operations, and maintenance during COVID. Additionally, the City utilized the American Rescue Plan Act (ARPA) funding to pay a portion of personnel costs which otherwise would have taken funding we couldn't buy capital with. We expect available fund balance to exceed the Council set goal of 15% in FY21-22 and more closely approach the LGC recommended minimum of 25% in FY22-23, but that remains to be seen.

**General Performance Indicator – Audit Timeliness**

The FY21 audit was presented at the Council retreat. We hope to have the next audit done by July 31, 2023 or the middle of August. We hope to be on time for the FY22-23 audit which would be the first of December 2023.

Council has taken steps to make this happen to include: over the past 2 years, added seven (7) full-time personnel in the finance department for purchasing, inventory, accounts receivable, accounts payable and payroll to allow financial tasks to be accomplished in a timely manner. Difficulty in filling the positions slowed the City's progress as well as the additional workload from the ARPA funding, CRF funding, and Office of the State Auditor's work. We are also potentially asking Council to consider in the next budget, contracting accounting personnel as necessary to get those jobs done.

**General Performance Indicator – Unit Assistance List**

The city was put on the Unit Assistance List because we were late with our audit. once we get our audits called up and we get our fund balance up to 15% hopefully approaching 25% we will send a letter to the LGC and they will take us off the Unit Assistance List, but that timeline remains to be determined.

Mayor Ham stated the letter is important to the LGC and he hopes that Council will support the letter and sign it.

Councilman Gaylor inquired about the schedule of the upcoming audits. City Manager Salmon and Catherine Gwynn, Finance Director provided information about the upcoming audits.

**Consent Agenda Review.** Items K - DD on the consent agenda were reviewed.

Item N. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 506 S. Leslie Street to Matthew Hill. Upon motion of Mayor Pro Tem Polack, seconded by Councilman Broadaway and unanimously carried, Council accepted the bid.

Item P. Operating Budget Amendment. Catherine Gwynn, Finance Director, shared she has the wrong line item on Charges for Services but it is actually Revenue from Other Agencies. The ordinance will be corrected and provided to the clerk.

The meeting recessed at 6:41 p.m.

**CITY COUNCIL MEETING**

The City Council of the City of Goldsboro, North Carolina, met in Regular Session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on March 20, 2023.

Mayor Ham called the meeting to order at 7:00 p.m.

**Roll Call**.

| | |
|---|---|
| Present: | Mayor David Ham, Presiding |
| | Mayor Pro Tem Taj Polack |
| | Councilwoman Hiawatha Jones |
| | Councilman Bill Broadaway |
| | Councilwoman Brandi Matthews |
| | Councilman Charles Gaylor, IV |
| | Councilman Greg Batts |
| Also Present: | Tim Salmon, City Manager |
| | Ron Lawrence, City Attorney |
| | Laura Getz, City Clerk |
| | Matt Livingston, Assistant City Manager |

Archbishop Anthony Slater with Tehillah Church Ministries provided the invocation. The Pledge of Allegiance followed.

**Approval of Minutes.** Mayor Pro Tem Polack made a motion to approve the minutes of the Minutes of the Work Session and Regular Meeting of February 6, 2023, the minutes of the Council Retreat of February 22-23, 2023 and the minutes of the Special Meeting of March 14, 2023. The motion was seconded by Councilman Broadaway and unanimously carried.

**Presentations.**

**Resolution Expressing Appreciation for Services Rendered by James Chester as an Employee of the City of Goldsboro for More Than 21 Years. Resolution Adopted.** James Chester retires on April 1, 2023 as a Fleet Maintenance Superintendent, with more than 21 years of service with the Goldsboro Public Works Department. James began his career on October 10, 2001, as a Fleet Maintenance Supervisor with the Public Works Department. On January 20, 2008, James was promoted to Fleet Maintenance Superintendent with the Public Works Department, where he has served until his retirement. James has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his 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, City employees, and the citizens of the City of Goldsboro, of expressing to James Chester their deep appreciation and gratitude for the service rendered by him to the City over the years and express to James Chester our very best wishes for success, happiness, prosperity, and good health in his future endeavors.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 20th day of March, 2023.

A motion was made by Councilman Broadaway to adopt the retirement resolution. The motion was seconded by Mayor Pro Tem Polack and unanimously carried. Council adopted the following entitled Resolution.

*RESOLUTION NO. 2023-12 "RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY JAMES CHESTER AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 21 YEARS"*

**Dennis Goodson Resolution**. **Resolution Adopted.** Dennis Goodson has numerous accomplishments and has provided notable service to the City of Goldsboro and Seymour Johnson Air Force Base. Dennis Goodson has been our principal base liaison and our "go to" person for information and assistance and has been instrumental in many of the joint projects that have improved our city. Dennis Goodson played a critical role in the partnership agreement between Goldsboro and the United States Air Force to construct the Bryan Multi Sports Complex and provide the F4 static display. Dennis Goodson has supported and contributed to our bi-annual Air Show and annual Freedom Festival, which supports our nation's military, and is attended by thousands of visitors to Goldsboro. Dennis Goodson has focused on creating more off-base housing for the SJAFB airman, and the development of the Air Force's first public school on-base. Dennis Goodson has always been ready to serve, whether it be on the NC Military Affairs Commission, the City's Metropolitan Planning Organization, or assisting with other base/city events. Dennis Goodson's can-do attitude towards city officials and city staff has been appreciated and valued, to address the needs of airman and citizens. The Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves and the citizens of the City of Goldsboro, to say Thank You and commend Dennis Goodson for his leadership, commitment, and willingness to support our "One Community" and express to Dennis Goodson our appreciation and gratitude for his unselfish, devoted, and invaluable service to the City of Goldsboro.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro and shall be in full force and effect from and after this 20th day of March 2023.

A motion was made by Mayor Pro Tem Polack to adopt the resolution. The motion was seconded by Councilman Batts and unanimously carried. Council adopted the following entitled Resolution.

*RESOLUTION NO. 2023-13 "RESOLUTION EXPRESSING APPRECIATION TO MR. DENNIS GOODSON"*

**Brain Injury Awareness Month Proclamation.** Read by Councilwoman Jones, Goldsboro City Council proclaimed March 2023, as BRAIN INJURY AWARENESS MONTH in Goldsboro, North Carolina and called upon our citizens and interested groups to observe the month with activities that promote awareness and prevention of brain injuries.

Ms. Pier Protz and clients at ReNu Life accepted the proclamation.

**Recognize Tim Wood, Procurement Manager, for the Billy D. Ray Purchaser of the Year award at the North Carolina Association of Governmental Purchasing Spring Conference on March 8, 2023. Presented.** The North Carolina Association of Governmental Purchasing (NCAGP) was formed in 1952 for the improvement of governmental purchasing and furthers good governance by encouraging professional development and a collaborative network sharing information across all North Carolina local governments.

The NCAGP has three distinguished awards that are given at their spring conference, and among them is the Billy D. Ray Purchaser of the Year Award. "The purpose of this award is to give appreciation and recognition to public purchasing professionals that have made significant contributions within the past two years to the success of their entities, their profession, and themselves. It is presented annually at the North Carolina Association of Governmental Purchasing (NCAGP) Spring School and Conference in memory of Billy D. Ray, CLGPO, Purchasing Manager for the City of Burlington, for his outstanding contributions and service to the cause and advancement of the public purchasing profession."

The City of Goldsboro was honored when Tim Wood, Procurement Manager, was the recipient of the Billy D. Ray Purchaser of the Year Award at the March 8th awards banquet. Mr. Wood was recognized for his many accomplishments advancing procurement for his employer and for his many contributions to the NCAGP association. It is a distinction for the City to know that we have the best of the best in procurement professionals as judged by his peers. Mr. Wood has been an invaluable asset to the City as we further our efforts to become a role model in the state for good governance.

Mr. Tim Wood accepted the award presented by Catherine Gwynn, Finance Director.

**Public Hearings.**

**Downtown Parking Regulations Public Hearing. Public Hearing Held.** The City of Goldsboro in conjunction with Downtown Goldsboro Development Corporation hosted a public parking forum on January 26th to determine the best way to manage changing downtown parking needs. The public forum was facilitated by the Town of Chapel Hill Director of Economic Development and Parking Dwight Bassett. Mr. Bassett led the participants in a discussion to identify one of three

potential management strategies, compiling the results for review by city staff and Council. More than 50 community members participated in the forum, and 43 agreed that there was a need for on-street parking management that limited parking for two or three hours but did not include a parking fee.

During the Council Retreat on February 22, a recommendation of the City Parking Commission was shared to utilize City Ordinance 72.26, two-hour parking limits anytime between 8:30am and 5:30pm, Monday – Saturday on certain streets (Center St. from Ash St. to Chestnut St.; Mulberry St. and Walnut St. from John St. to James St.) to be described in Chapter 75: Parking Schedules, outlining the location of parking restrictions.

Enforcement would be done by the Goldsboro Police Department and Code Enforcement Officers per City Ordinance 72.90 (once appropriate signage is in place). Parking citations will have a $25 fee, with a $25 late fee after 15 days and $100 fee after 30 days, per City Ordinance 72.99.

As directed by City Council at the February Retreat, a public hearing is being held this evening to receive additional public input to be followed by City Council discussion regarding the next steps to be taken, if any.

As part of the review and recommendation process the proposed parking management plan is going before the Planning Board on March the 27th. A recommendation from the Planning Board will be given at the City Council April 3rd meeting at which time the Council will be asked to take official action.

Council is asked to provide direction regarding downtown parking limits so staff may make the appropriate City ordinance changes for Council approval at the April 3, 2023 Council meeting.

Mayor Ham opened the Public Hearing and the following people spoke:

1. Charlie Gaylor, downtown resident and downtown business owner, spoke in favor of parking regulations on Walnut Street.
2. Carl Martin, citizen, provided his comments (Exhibit A) to Council and spoke against parking regulations.
3. Antonio Williams, downtown resident and downtown business owner, spoke against parking regulations.
4. Dr. David L. Craig, citizen, spoke against parking regulations.
5. Pete Norris, downtown pastor, spoke in favor of parking regulations on Walnut Street.
6. Kim Bogue, downtown business owner, spoke in favor of parking regulations on Walnut Street.
7. Jill Nielsen, downtown business owner, spoke in favor of parking regulations.
8. Sergio Sanchez, former downtown business owner, spoke against parking regulations.
9. Yvonnia Moore, downtown resident and downtown business owner, spoke against parking regulations.

Mayor and Council discussed the proposed parking regulations, other options and timeline.

Councilwoman Jones made a motion to look at other options before we adopt the parking commission options or proposals. The motion was seconded by Mayor Pro Tem Polack. Discussion followed. Councilwoman Jones stepped out of the room at 8:49 p.m. and returned at 8:51 p.m. The motion passed unanimously.

No one else spoke and the Public Hearing was closed.

**Amending Chapter 152: Housing Regulations, of the City of Goldsboro's Code of Ordinances. Public Hearing Held and Ordinance Adopted.** The Planning Commission voted to recommend approval to amend Chapter 152: Housing Regulations, of the City of Goldsboro's Code of Ordinances on Monday, February 27, 2023.

Notice was given for a public hearing to be held before the City Council on Monday, March 20, 2023, at 7:00 p.m., in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, for the purpose of considering and discussing an ordinance amending the City of Goldsboro's Code of Ordinances.

The proposed amendment would affect all areas designated as being within the municipal limits of the City of Goldsboro, and is in compliance with Chapter 160D: Article 12 of the North Carolina General Statutes.

The proposed amendment is found to be reasonable, in publics best interest, and is consistent with the Goldsboro Comprehensive Land-Use Plan.

The purpose of the proposed amendment is to protect the health, safety, and welfare of residents of the City of Goldsboro by establishing minimum standards and requirements for the initial and continued occupancy of places of human habitation and abandoned structures.

It was recommended by the Planning Commission that Council adopt the following entitled ordinance amending Chapter 152: Housing Regulations of the City of Goldsboro's Code of Ordinances.

Council discussed why the ETJ was omitted form the ordinance.

Mayor Ham opened the Public Hearing. No one spoke and the Public Hearing was closed.

Councilman Broadaway made a motion to adopt the ordinance amending Chapter 152: Housing Regulations, of the City of Goldsboro's Code of Ordinances. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.

*ORDINANCE NO. 2023-9 "AN ORDINANCE AMENDING CHAPTER 152: HOUSING REGULATIONS, OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES"*

**SU-3-23 Bricks Restaurant (Place of Entertainment w/ ABC Permit) – 223 N Center St. Public Hearing Held and Findings Adopted.** After being properly sworn in, Austin Brinkley, Assistant Planning Director presented the following information.

Mayor Ham asked to be excused due to a possible conflict of interest. Councilman Gaylor made a motion to excuse the mayor from discussion on Item H, SU-3-23 to avoid a possible conflict of interest. The motion was seconded by Councilman Batts and unanimously carried. Mayor Ham left the room at 9:09 p.m. Mayor Pro Tem Polack conducted the Public Hearing.

ADDRESS: 223 N Center St.
PARCEL #: 2599960738
OWNER: Greenbriar Property Services, LLC
APPLICANT: Nicholas Ward

The applicant requests a Special Use Permit for the establishment of a Place of Entertainment with ABC Permit, located in the Central Business Zoning District. The property sits at the corner of Center Street and Ash Street. The Central Business District is established to maintain and strengthen the concentration of commercial, service, residential and institutional uses that serve the entire community and region. The district encourages a mix of high intensity pedestrian-oriented uses compatibly designed and arranged around the existing compact core. The Central Business District is the primary zoning district in the area.

According to the City's Unified Development Code, Place of Entertainment with ABC Permit is permitted only after obtaining a Special Use Permit from Goldsboro City Council. The UDO also requires that In the Central Business District that there are to be no more than two Places of Entertainment with ABC Permit per city block. This proposal satisfies this requirement.

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|---|---|
| Frontage: | 80 ft |
| Zoning: | Central Business District |

Existing Use: Vacant building (former site of Direct Carpet Flooring Outlet)

The City's Land Use Plan locates this parcel within the Mixed-Use Downtown land use designation.

The City of Goldsboro Comprehensive Land Use Plan identifies the following goals related to the Mixed-Use Downtown designation and desired development for the downtown Goldsboro area. The plan indicates that infill development is an action that is essential to the continued development of Goldsboro, this proposal qualifies as being infill development. The plan also identifies a goal as being to focus on improvement of the downtown Goldsboro area. The entire land plan, the area all falls within this mixed use downtown area.

The proposed Place of Entertainment with ABC Permit would operate in the rear warehouse area of Bricks Restaurant (permitted by right, currently in permitting process). The warehouse portion of the structure is proposed to operate as a flexible entertainment space that would be able to accommodate events such as vendor fairs, motorcycle shows, movie nights, beer festivals, tattoo festivals, art class, art shows, gender reveal parties, engagement parties, holiday parties, banquets, and galas. The overall theme is that this would be a rentable space that is flexible to the types of events that it may host.

Hours of Operation
- Sunday-Saturday: 12 Noon – 11:00 PM
- Typical days of operation will be Thursday-Sunday with the same hours.

Mr. Brinkley stated these would not be non-stop hours but would be as needed basis based on how the space is being rented out or utilized. Typically, the hours of operation would be Thursday-Sunday with those same hours.

Employees: 10 total employees per shift (2 shifts).
Parking: No minimum off-street parking requirements.

Maintenance/Repair/Refuse Collection: Maintenance and repair will be performed on an as needed basis and trash collection is contracted and scheduled to occur either bi-weekly, weekly and after certain events as needed.

TRC REVIEW: Staff has distributed this proposed special use permit to the Goldsboro Fire Department and to Goldsboro Downtown Development. There were no comments or concerns.

Mr. Brinkley shared the following comments: the general layout is shown to give you some more background. This is where Direct Flooring and Carpet is currently. The front portion where you see what appears to be some structures inside the building is where the proposed Brick's Restaurant is that's already in the permitting process. That is permitted by right use for that restaurant. The way this building is designed in the rear portion which used to serve as the warehouse, is a very large space that Mr. Ward has identified could be a flexible space to host multiple types of events. The large vacant area is the area we are talking about.

Staff Evaluations: This Special Use proposal is to establish a Place of Entertainment with an ABC Permit. All encompassing for any types of uses that would like to rent that space out.

The proposed Special Use qualifies as infill development.

This will operate in the rear flex space portion of the structure in conjunction with Bricks Restaurant (operating in the old show floor area of Direct Carpet Flooring Outlet)

Staff is recommending a condition be that no outdoor activities are to take place associated with the Place of Entertainment with ABC Permit. All activities and events are to occur inside of the structure.

Mayor Pro Tem Polack opened the Public Hearing. The following person spoke after being properly sworn in.

1. Dr. David Craig shared the following comments: I wanted to say it's not that I'm necessarily against Brick's Restaurant, but if you think about the proposed usages of this space, parties, gender reveal parties, gatherings and then for the city to say that there's no off street parking required that runs contrary to what the city's attempting to do or the direction that the city is moving in terms of the proposed parking plan. I know that when you have gatherings of that type, a lot of times it takes more than two hours and so I'm just suggesting that these things be considered.

No one else spoke and the Public Hearing was closed.

Council entered into deliberation and voted on each of the four findings in order to determine whether or not the Special Use Permit should be issued. Council does have the ability to continue the hearing or place conditions upon its approval as long as Council is able to conclude that evidence exists in the record to support the condition.

1. Councilman Broadaway made a motion that the use will not materially endanger the public health or safety. The motion was seconded by Councilman Batts and unanimously carried.
2. Councilman Gaylor made a motion to agree that the use will not substantially injure the beneficial use of adjoining or abutting property. The motion was seconded by Councilwoman Jones and unanimously carried.
3. Councilman Gaylor made a motion to agree that the use will be in harmony with existing development and uses within the area in which it is located so long as it is subject to the conditions that all activities are contained within the structure. The motion was seconded by Councilman Broadaway and unanimously carried.
4. Councilman Batts made a motion to agree that the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The motion was seconded by Councilman Gaylor. Mayor Pro Tem Polack, Councilman Broadaway, Councilwoman Matthews, Councilman Gaylor and Councilman Batts voted for the motion. Councilwoman Jones did not vote, however, pursuant to NCGS G.S. 160A-75, Councilwoman Jones vote would be considered an affirmative vote. The motion passed 6:0.

It was recommended Council sign the Order to Approve at the April 3, 2023 City Council meeting.

Mayor Ham returned to the meeting at 9:20 p.m.

**SU-4-23 Aim 2 Ease – South side of E. Ash St. east of its intersection with Meadow Rd. Public Hearing Held and Findings Adopted.** ADDRESS: 3888 E. Ash St.
PARCEL #: 351897115
OWNER: Mary Ivey King
APPLICANT: Barbara Doerter

The applicant requests a Special Use Permit to establish Aim 2 Ease, a reflexology holistic body work therapy (Licensed massage therapy). The property is located in the Office & Institutional 1 Zoning District. The O&I-1 district is established to provide for the development of office and community institutions that have similar development characteristics and require locations close to residential and commercial uses. The district encourages the development of office and institutional uses that provide a step down in intensity between highly developed commercial districts and nearby neighborhoods.

Mr. Brinkley shared an ariel image of the location of the Special Use Request. He stated it is on Est Ash Street, very close to Hwy 70.

Mr. Brinkley stated there is some residential zoning present and a small cluster of O&I 1 with General Business with other General Business zoning in the general vicinity.

According to the City's Unified Development Code, Table 5.4 Permitted Uses, Fitness Center, Licensed Massage Therapy is permitted as a Special Use in the Office & Institutional 1 district, provided that City Council, acting as the Board of Adjustment votes to issue the permit.

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|---|---|
| Frontage: | 85 ft |
| Area: | 0.44 acres |
| Zoning: | Office & Institutional 1 |

Existing Use: Vacant commercial business

The City's Land Use Plan locates this parcel within the Low-Density Residential land use designation. This designation was given based off of existing residential development patterns, constraints to development, and the location of infrastructure. Low-Density Residential land uses have been located where development pressures are the least. Use is not anticipated to present any type of immediate threat to this land use designation due to the fact this property was previously utilized for non-residential purposes. There is current Land Use designation across East Ash Street with Low Density Residential on the south side.

According to the Unified Development Ordinance, a Special Use Permit is required to establish a Licensed Massage Therapy business in the O&I-I Zoning District. Planning staff has been provided with a copy of Barbara Doerters membership with the American Reflexology Certification Board. The American Reflexology Certification Board has also provided the City of Goldsboro with a letter certifying that Barbara Doerter has been a good standing member with the board since 2015. If the Special Use is approved, the use will be required to go through Site Plan review and comply with any applicable buffering, landscaping, etc requirements listed in the UDO.

Business Hours: Monday-Saturday 8:00 AM – 6:00 PM
Employees: 1 (Barbara Doerter)

TRC REVIEW: There were no comments or concerns generated in the TRC review period.

Mr. Brinkley showed a rough sketch and stated a full site plan is required before any site plan approval is issued.

Mayor Ham opened the Public Hearing. No one spoke and the Public Hearing was closed.

Council entered into deliberation and voted on each of the four findings in order to determine whether or not the Special Use Permit should be issued.

1. Councilman Gaylor made a motion that the use will not materially endanger the public health or safety. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.
2. Councilman Broadaway made a motion to agree that the use will not substantially injure the beneficial use of adjoining or abutting property. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.
3. Councilman Batts made a motion to agree that the use will be in harmony with existing development and uses within the area in which it is located. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.
4. Mayor Pro Tem Polack made a motion to agree that the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The motion was seconded by Councilman Batts and unanimously carried.

It was recommended that Council sign the Order to Approve that reflects the results of the hearing and deliberation at the April 3, 2023 City Council meeting.

**UDO-1-23 Article 5: Section 5.5.4 – Special Use Specific Use Regulations (E) Bars, Nightclubs, Pool Halls, Microbreweries, Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit. Public Hearing Continued to April 3, 2023.** APPLICANT: Kyle Merritt

The applicant is proposing for the text located in Section 5.5.4 (E) of the City of Goldsboro UDO to be amended. The proposed amendment would remove language regarding how distance is measured to determine that there is at least 50 feet between Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit. The way that distance is currently measured reads as follows.

The separation distance required by this section shall be measured in a straight line from property line to property line, with no consideration as to intervening structures, roads, or landforms.

The applicant is requesting for the portion of this text that reads "with no consideration as to intervening structures, roads or landforms." to be removed from the City of Goldsboro UDO.

By removing this, it creates a situation where you could include things such as a public right of way in the required distance separation to achieve the minimum 50 feet needed. These types of uses that are required to meet this 50 feet separation are still identified as Special Uses and would require quasi-judicial review and approval from City Council before any operation would be allowed to take place.

The applicant is requesting this Text Amendment to relocate "Church Spirits & Cocktails" to 116 W. Mulberry Street, which adjacent to St. Stephens Episcopal Church. The only thing separating the property lines is the Mulberry St. right-of-way. This text amendment, if approved, would create an opportunity for Kyle Merritt to apply for a Special Use Permit to establish "Church Spirits & Cocktails" at 116 W. Mulberry St.

Land Use Plan Recommendation: The City of Goldsboro Comprehensive Plan classifies the Central Business District to be in the Mixed-Use Downtown designation. An identified goal of the comprehensive land use plan is to continue to focus on improvement of the downtown Goldsboro area.

See below for the language for the proposed amendment.

ARTICLE 5: SECTION 5.5.4 SPECIAL USE SPECIFIC REGULATIONS (E)
The separation distance required by this section shall be measured in a straight line from property line to property line, with no consideration as to intervening structures, roads, or landforms.

Staff is neither recommending approval nor recommending denial. Staff is acknowledging the fact that if the text is amended that these types of uses (Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit) would still be required to undergo the Special Use Permit process which would require City Council to perform quasi-judicial review on each separate request and apply conditions as they see necessary to mitigate the use.

The City of Goldsboro Planning Commission met on February 27, 2023, to review and make a recommendation regarding the text amendment. The Planning Commission voted to adopt the Inconsistency Statement and recommend denial to City Council for the proposed text amendment. The vote was 3-2.

Council discussed the proposed text amendment.

Mayor Ham opened the Public Hearing and the following person spoke.

1. Kyle Merritt explained the proposed use and shared time is an issue due to leasing the building.

Mr. Brinkley shared these types of uses still have to go through the Special Use process.

Council continued discussion.

No one else spoke and the Public Hearing was closed.

Councilwoman Jones made a motion to continue the Public Hearing until April 17, 2023. The motion was seconded by Councilman Batts.

Mayor Pro Tem Polack shared his concerns about waiting until April 17 to address the issue due to the requestors time constraints. Councilwoman Matthews asked if we could change the date to April 3.

Councilwoman Jones amended her motion to continue the matter to April 3. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.

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

1. Commissioner Antonio Williams shared on behalf of the County of Wayne, he would request Council do a resolution of support for train/rail service from Goldsboro to Wilmington.
2. Elvin Gray shared concerns regarding animal enforcement rules and mail delivery due to a neighboring dog.
3. Dr. David Craig shared concerns regarding two agenda items on the agenda.
    a. Catherine Gwynn explained the Operating Budget agenda item.
4. Yvonnia Moore shared concerns regarding the Parking Commission and a downtown parking lot.

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

Councilman Gaylor made a motion to modify the agenda to move items Q and P to Items Requiring Individual Action. The motion was seconded by Councilwoman Jones and unanimously carried.

**Consent Agenda – Approved as Recommended.** City Manager Salmon presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote.

Item P. Operating Budget Amendment FY22-23 and Item Q. Change Order No.1 Price Change for the Bulk Storage Tank replacement for the WRF were removed from the agenda after the Public Comment Period. Mayor Pro Tem Polack moved the items on the Consent Agenda, Items K – DD minus P and Q be approved as recommended by the City Manager and staff. The motion was seconded by Councilman Broadaway and unanimously carried.

The items on the Consent Agenda were as follows:

**Downtown Event Venue Rental Fee Update & Resolution**. **Resolution Adopted.** The HUB is an outdoor public park-like amenity in Downtown Goldsboro, which can be reserved for special events and activities. The 28,000 sq. ft. space was designed to serve the community with restroom facilities, seating and charging stations, as well as a 30' x 20' stage, electrical hookups and lighted power pedestals for food vendors.

The HUB is open to the public, with operating hours of 8am – 10pm. For private events, the space must be reserved in advance and all rental guidelines followed.

Rental Fees are as follows:

- Tier 1 – $500+
  For profit events w/ any compensation
- Tier 2 - $400+
  Any event with no admission or compensation (exc. NPOs)
- Tier 3 - $300+
  Any event hosted by a non-profit organization.

All reservations require a $100 refundable damage deposit and certificate of insurance.

Adjacent to The HUB is a vacant grass lot, which is often referred to as Freedom Field. Typically, this lot is used for overflow event parking, and is occasionally requested as part of a HUB event rental. Currently, there are no special rental requirements for use of Freedom Field, other than the completion of a Special Event Application and $25 application fee.

Staff recommends updating the event venue fee structure to include Freedom Field. Freedom Field event reservations will include The HUB, with a $100 rental fee added to The HUB fee schedule. All events will request a $100 refundable damage deposit and Certificate of Insurance. This recommendation was adopted by motion at the February 23rd Council Retreat, however a Resolution is needed to amend the Special Event fee schedule.

It was recommended Council adopt the following entitled resolution supporting the adoption of an updated special event venue rental fee schedule. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-14 "RESOLUTION UPDATING AND CONFIRMING THE SPECIAL EVENT VENUE FEE SCHEDULE FOR THE HUB AND FREEDOM FIELD BY THE CITY OF GOLDSBORO"*

**Award contract for subscription services related to GASB 87 and 96 to Fifth Asset, Inc., dba DebtBook for FY23 and FY24**. **Resolution Adopted.** The Governmental Accounting Standards Board (GASB) issued Statement No. 87 Leases effective for audits ending June 30, 2023. "It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset".

GASB issued Statement No. 96 Subscription-Based Information Technology Arrangements effective for audits ending June 30, 2024. "This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments)."

DebtBook also provides debt portfolio management on its platform of services.

The City is renewing its subscription with DebtBook and the company has offered a discount if the City renews for a two year period. Due to the number of leases and SBITAs and the volume of information that is required to comply with the standard, it is necessary to use a third party software to manage the data.

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| Year 1 (3/31/23 – 3/31/24) | $12,500.00 |
| Year 2 (3/31/24 – 3/31/25) | $17,500.00 |
| Total | $30,000.00 |

It was recommended that Council adopt the following entitled resolution authorizing the award of the contract for subscription services for GASB 87 and 96 to Fifth Asset, Inc. dba DebtBook for 3/31/23 through 3/31/25 and authorize City staff to execute the agreement. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-15 "RESOLUTION APPROVING CONTRACT FOR SUBSCRIPTION SERVICES TO DEBTBOOK FOR FISCAL 2022-23 AND 2023-24"*

**Award contract for audit services for fiscal year ending June 30, 2022 to Forvis, LLP. Resolution Adopted.** G.S. §159-34, Annual independent audit, requires each local government to have its accounts audited as soon as possible

after the close of each fiscal year by a certified public accountant. The auditor shall be selected by, and shall report directly to the governing board.

In May, 2019 the City conducted a request for qualifications and a request for proposal for audit services for fiscal year ending June 30, 2019, and selected Dixon Hughes Goodman, LLP.

The cost of the audit as per the proposal is:

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|---|---|
| Fy2020 | $53,200 |
| Fy2021 | $54,500 |
| Fy2022 | $55,800 |

Dixon, Hughes, Goodman, LLP merged with BKD CPAs to form Forvis, LLP on June 1, 2022. Forvis (the firm) is active and in good standing with the North Carolina State Board of Certified Public Accountant Examiners. The partner in charge, John Frank, CPA, is also in active good standing with the same as a Certified Public Accountant. They have a current peer review and have provided insurance information, Form W9 and e-verify compliance.

Once approved by City Council, the contract will be executed and sent to the Local Government Commission for final approval before any field work can commence on the FY22 audit.

It was recommended that Council adopt the following entitled resolution authorizing the award for contract for audit services for fiscal year ending June 30, 2022 to Forvis, LLP. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-16 "RESOLUTION APPROVING FORVIS, LLP AS OFFICIAL AUDITOR OF THE CITY'S ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2022"*

**Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 506 S. Leslie Street to Matthew Hill. Resolution Adopted.** Staff has received an offer to purchase city/county owned property. Council must either accept or reject the offer, and if accepted authorize advertisement for upset bids (G.S. 160A-266 and 160A-269).

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

506 S. Leslie Street
Offeror: Matthew Hill
Offer: $3,445.00
Bid Deposit: $172.25
Pin #: 3509136105
Tax Value: $6,890.00 Zoning: R-6

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

It was recommended that Council accept the offer on 506 S. Leslie Street and adopt the following entitled resolution authorizing Finance to advertise for upset bids. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-17 "RESOLUTION AUTHORIZING UPSET BID PROCESS"*

**Resolution to waive and write off tax liens on paving special assessments beyond the 10 year statute of limitations. Resolution Adopted.** The City Council has authorized the levy of paving special assessment rolls as recommended by the Engineering department under power granted by N.C. General Statute §160A-216 Article 10.

When the rolls were adopted between 1982 and 2001 a provision for holding some of the assessments in abeyance was included. The reason given was due to unusually shaped lots, small lots undevelopable unless combined with adjacent property, undeveloped lots located within a special flood hazard area, and/or State-owned property. In consulting with the UNC School of Government, we were informed that paving assessments do not qualify for abeyance, only water and sewer assessments qualify (N.C.G.S. §160A-237).

Finance and Engineering staff have identified the paving special assessments that are past the 10 year statute of limitations and were placed incorrectly in abeyance and have submitted this to Council for approval to waive and write off these amounts as staff cannot legally collect. The total of the accounts presented in the resolution is $35,304.16.

It was recommended that Council adopt the following entitled resolution authorizing the waiver and write off of tax liens on paving special assessments past the 10 year statute of limitations. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION 2023-18 "RESOLUTION AUTHORIZING WAIVER AND WRITE OFF OF TAX LIENS ON PAVING SPECIAL ASSESSMENTS PAST THE 10 YEAR STATUTE OF LIMITATIONS"*

**Use of Public Utilities Capital Reserve to assist funding for the capital project of enclosing Bay 8 to store Compost equipment. Approved.** The City of Goldsboro Public Utilities Department has an approved FY22-23 budget for the Capital Improvement Project: Compost Bay 8 enclosure. Additional funding is required to complete this project. The Utility Capital Reserve fund was established in FY22-23 to fund Capital Improvement projects.

The FY22-23 budget funded the Bay 8 enclosure project for $27,000. Individual quotes came in over the $30,000 threshold that requires this project to go out for bid. The total fund required for this project is estimated to be $70,000.

Staff recommended Council approve the use of the Public Utilities Capital Reserve fund in the amount of $43,000 to provide the additional funding required to complete the budgeted capital project; with the total fund required being $70,000. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Request Authorization to Purchase a New Front Loader Refuse Truck. Resolution Adopted.** On March 8, 2023, Front Loader W1348 caught on fire and has been deemed a total loss. It was a 2010 year model and the top priority on the Public Works Department's equipment CIP to be replaced in FY23/24. Due to its age and poor mechanical condition, it had already been removed from daily operations and only used as a backup when other trucks were inoperable or in for maintenance.

The City's Solid Waste Commercial Dumpster Operation requires three Front Loader refuse trucks to meet current customer requirements—including SJAFB. Two trucks are required to run routes daily just to keep up with normal operations. There are times when all three trucks are running routes to help stay on schedule, but the third truck is typically used as backup. It isn't uncommon for one truck to be out of service for several days waiting on diagnostics, repairs, parts, etc., so a third truck is essential to ensure operations stay on schedule.

Operating without a third Front Loader is not an option if we want to ensure the City can continue to provide quality service long-term and not lose customers. Renting a Front Loader will cost at least $15,000/month and is not a long-term solution. A new Front Loader costs $375,000 plus tax, tag, title, etc. or approximately $400,000. There will be some funds received from the insurance settlement, estimated between $50K - $75K.

It was recommended that Council approve the purchase of the new Front Loader for $400K through a general fund transfer. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-19 "RESOLUTION OF INTENT TO PURCHASE A FRONT LOADER"*

**Municipal Ordinance to Enact Speed Limit Concurrence for Sections of NC 581. Ordinance Adopted.** The N.C. Department of Transportation is seeking to update existing ordinances on NC 581 and has requested that the City adopt a concurring ordinance.

NCDOT has recently reviewed the entirety of NC 581 and since there is a section just south of SR 1919 (Westbrook Road) within the Goldsboro Municipal Limits, revision of the 45 and 55 mph speed limits from a rural ordinance to a municipal ordinance is required. The City will need to adopt a concurring ordinance for the following sections of roadway:

Enact 45-MPH Zone for:

- NC 581 between 0.37 mile southeast of SR 1919 (Westbrook Road) and 0.1 mile southeast of SR 1919 (Westbrook Road)

Enact 55 MPH Zone for:

- NC 581 between 0.014 mile southeast of SR 1918 (Pecan Road) and 0.37 mile southeast of SR 1919 (Westbrook Road)

City of Goldsboro current ordinances do not include blanket speed limits for NCDOT maintained streets; therefore, the City must adopt an ordinance specific to NCDOT maintained streets within the existing city limits.

It was recommended that Council adopt the following entitled ordinance enacting the speed limit for sections of NCDOT Highway System Street located within the existing city limits of Goldsboro. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*ORDINANCE NO. 2023-10 "AN ORDINANCE ENACTING THE SPEED LIMIT FOR SECTIONS OF NCDOT HIGHWAY SYSTEM STREET WITHIN THE CITY OF GOLDSBORO"*

**Change Order Numbers 21-Revised and 32-Final for Phase IV Sewer Collection Rehabilitation (Formal Bid #2018-004). Resolution Adopted.** The Phase IV Sewer Rehab Project provided for installation of approximately 30,900 linear feet of cast-in-place-pipe (CIPP) rehabilitation of existing sanitary mains, including various root treatments, obstruction removals, cutting of intruding taps and asphalt or concrete surface repairs directly associated with the completion and restoration work detailed in the contract specifications. City Council approved the original contract for approximately $9.3M.

Phase IV Sewer Rehab Project is complete. Due to underruns and overruns in the bid line items, staff requested the contractor, T. A. Loving Company, provide final adjustment change orders to alleviate some of the overruns and final adjustments necessary for reimbursement requested from NCDEQ.

Change Order No. 21-Revised

Change Order No. 21 in the amount of $54,000 was approved by City Council on October 18, 2021. An adjustment of quantities is required for Change Order No. 21 to reflect 32 point repairs instead of 18. This will add an additional cost of $42,000 as per the contractor's final Invoice No. 31.

Total Change Order No. 21-Revised = $96,000.00

Change Order No. 32-Final

Final adjusting change order for pay item underruns and overruns. This change order encompasses bid items that underran and overran bid line items. Overruns have been paid to T. A. Loving Company by the City of Goldsboro. The underruns for this project exceeded the overruns creating a savings of $66,829.82.

Final Adjusting Change Order No. 32 = $66,829.82

Staff reviewed change orders with the Finance Director and determined that funds are available from the Clean Water Revolving Fund Loan.

It was recommended that Council adopt the following entitled resolution authorizing the City Manager to execute Change Order No. 21-Revised for a total of $96,000 and Change Order No. 32-final adjusting change order for underruns and overruns creating a savings of $66,829.82. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-20 "RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBERS 21-REVISED AND 32-FINAL WITH T. A. LOVING CO. FOR PHASE IV SEWER COLLECTION REHABILITATION PROJECT FORMAL BID #2018-004"*

**Unity Music Festival (Dream Beyond Fears) – Temporary Street Closure. Approved.** The Unity Music Festival is a concert sponsored by Dream Beyond Fears. The event will host Jazz performers, bringing people together for a positive purpose in Goldsboro.

The event will be hosted at Freedom Field and The HUB from 2:00pm – 10:00pm. The Dream Beyond Fears is requesting the closures of the North and Southbound lanes of South Center Street from Spruce Street to Chestnut Street from 12:00pm – 10:00pm. The Police, Downtown Goldsboro, Public Works, and Parks and Recreation have been notified of this request.

As with all downtown events, affected city departments will be contacted and the following concerns are to be addressed:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is to be maintained to provide access for fire and emergency vehicles.
3. All activities, change in plans, etc., will be coordinated with the Police Department.
4. The Police and Fire Departments are to be involved in the logistical aspects of the Event.
5. Certificate of Insurance meeting city requirements will be provided in advance of the event to the city finance director and city manager.

It was recommended that Council approve the requested temporary street closures of the North and Southbound lanes of Center Street as stated above for the Unity Music Festival on Sunday, May 28, 2023 from 12:00pm – 10:00pm. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Wayne County Crime Stoppers Caper Chase (Goldsboro Wayne Crime Stoppers) – Temporary Street Closing. Approved.** An application was received from the Goldsboro Wayne Crime Stoppers, requesting permission to hold their 3rd annual Wayne Crime Stoppers Caper Chase on Saturday, June 10, 2023, from 8:00am to 12:00pm. This event is to support the Goldsboro Wayne Crime Stoppers Program.

The race is scheduled to begin at Spruce Street on Center Street and end between Chestnut Street and Spruce Street on Center Street and runs through the downtown area of Walnut Street, Jefferson Street, and Mulberry Street. The Police, Downtown Goldsboro, Public Works and Parks and Recreation Departments have been notified of this request.

The race has three race routes they will be using for the 10K, 5K, and 1-mile runs. All three routes will start and finish in the same area and will have staggered start times. The time requested for the closing is from 7:30 a.m. to 11:00 a.m.

Staff recommends approval of this request subject to the following conditions:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
3. All activities, changes in plans, etc. will be coordinated with the Police Department.

4. The Police, Fire, Public Works and Downtown Goldsboro offices are to be involved in the logistical aspects of this event.

It was recommended that Council approve the street closing of sections of Center Street at Pine Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the 3rd annual Wayne Crime Stoppers Caper Chase on Saturday, June 10, 2023, from 7:30am to 11:00pm. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Alive because He's Alive (Higher Calling Ministries) – Temporary Street Closure. Approved.** The Higher Calling Ministries is hosting a "Community Event" for the outreach for the church to connect with the Community - "Building Community Within the Community".

The event will be hosted at Tehillah Church Ministries and the Higher Calling Ministries located at Madison Avenue and Beech Street from 12:00pm – 3:30pm. The Higher Calling Ministries is requesting the closure of a section of the 1700 block of E. Beech Street from 9:30am – 4:30pm (There are no resident driveways on this section of E. Beech Street). The Police, Downtown Goldsboro, Public Works, and Parks and Recreation have been notified of this request.

As with all downtown events, affected city departments will be contacted and the following concerns are to be addressed:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is to be maintained to provide access for fire and emergency vehicles.
3. All activities, change in plans, etc., will be coordinated with the Police Department.
4. The Police and Fire Departments are to be involved in the logistical aspects of the Event.
5. Certificate of Insurance meeting city requirements will be provided in advance of the event to the city finance director and city manager.

It was recommended that Council approve the requested temporary street closure of the section of the 1700 block E. Beech Street as stated above for the Alive because He's Alive Community Event on Saturday, April 8, 2023, from 9:30am – 4:30pm. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Annual Hal K. Plonk Awareness Walk/ Mayor's Committee for Persons with Disabilities Awareness Walk – Temporary Street Closure. Approved.** The Mayor's Committee for Persons with Disabilities is responsible for planning, conducting, and publicizing activities designed to promote the employment and well-being of people with disabilities. The Hal Plonk advisability Awareness Walk is one of the Committee's annual events.

The event will be hosted at The HUB from 10:00am – 12:00pm. The Mayor's Committee for Persons w/ Disabilities is requesting the closure of E. Chestnut Street between Center and John Street from 9:30am – 1:00pm. The Police, Downtown Goldsboro, Public Works, and Parks and Recreation have been notified of this request.

As with all downtown events, affected city departments will be contacted and the following concerns are to be addressed:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is to be maintained to provide access for fire and emergency vehicles.
3. All activities, change in plans, etc., will be coordinated with the Police Department.
4. The Police and Fire Departments are to be involved in the logistical aspects of the Event.
5. Certificate of Insurance meeting city requirements will be provided in advance of the event to the city finance director and city manager.

It was recommended that Council approve the requested temporary street closure of E. Chestnut Street between Center Street and John Street as stated above for the Annual Hal K. Plonk Awareness Walk/ Mayor's Committee For Persons with Disabilities Awareness Walk on May 3, 2023, from 9:30am – 1:00pm. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**SU-1-23 Bed & Breakfast – 300 S. William St. Approved.** This Special Use Permit was voted on and approved at the February 6, 2023, meeting and is not eligible for further deliberation or discussion.

It was recommended that Council review the Order to Approve, and Mayor Ham sign the order. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Set Public Hearing - Non-Contiguous (Satellite) Annexation Petition – Goldsboro (Hwy 70) WW, LLC - Located on the southwest corner of US Hwy. 70 W. and NC 581 Hwy. Public Hearing Set.** Wayne Co. Tax Parcel ID#: 2671815879

Acreage: 2.44 acres or 106,121 sq. ft.

The City Council, at their meeting on January 23, 2023, requested that the City Clerk examine the subject voluntary non-contiguous annexation petition for sufficiency.

On February 15, 2023, the City Clerk completed the examination and determined that the petition is sufficient. Sufficiency indicates that the proposed area for annexation meets the standards for noncontiguous annexation as specified in G.S. 160A-58.1 Petition for annexation; standards and as follows:

1. The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city;
2. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
3. The area must be situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed 10% of the area within the primary corporate limits of the annexing city.

Pursuant to G. S. 160A-58.2, Council shall fix a date for public hearing on the annexation once the petition is considered sufficient by the City Clerk.

The advertised Notice of Public Hearing would schedule April 3, 2023 as the date for the public hearing. A report prepared by the Planning Department, in conjunction with other City departments, will be submitted to the Council on that date.

It was recommended that Council schedule a public hearing for the proposed voluntary non-contiguous annexation of Goldsboro (Hwy 70) WW, LLC for April 3, 2023. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Contiguous Annexation Petition – New Hope Place, LLC. Located on the north side of Cuyler Best Rd. between Oxford Blvd. and Glendas Dr. Referred to Clerk.** Address: No physical address (TBD)
Parcel ID: 3610-50-8709
Area: 611,325 sq. ft./14.04 acres
Property owner: New Hope Place, LLC.
Petitioner: Jennifer Surber

On September 13, 2022, site plans were approved for a multi-family apartment complex consisting of four apartment buildings and a clubhouse. Building permits have been issued for a total of eighty (80) apartment units.

New Hope Place, LLC. is requesting that the contiguous property described by metes and bounds and a boundary survey in Item 2 of the attached petition be annexed to the City of Goldsboro. Maps showing the property proposed to be annexed are part of the agenda packet.

Pursuant to G.S. 160A-31, City Council shall direct the City Clerk to examine the annexation petition to determine its sufficiency. The City Clerk is responsible for certifying the following:

1. The petition contains an adequate property description of the area proposed for annexation.
2. The area described in the petition is contiguous to the City of Goldsboro's corporate limits.
3. The petition is signed by and includes addresses of all owners of real property lying in the area proposed for annexation.

If the petition is determined to be sufficient by the City Clerk, a Certificate of Sufficiency will be submitted to Council and Council shall fix a date for a public hearing on the proposed annexation at their next regularly scheduled meeting.

It was recommended that Council request that the City Clerk examine the annexation petition to determine its sufficiency. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**Resolution Approving a Memorandum of Agreement (MOA) Relating to the Settlement of Opioid Litigation. Resolution Adopted.** On September 20, 2021, Council adopted a resolution approving a Memorandum of Agreement between the state of North Carolina and local governments on proceeds relating to the settlement of opioid litigation.

Wave two settlements have been reached in litigation against s Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

The opioid epidemic had taken the lives of more than 32,000 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast.

The Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement.

Certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable.

Representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements.

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

It was recommended that Council adopt the following entitled resolution approving the Memorandum of Agreement (MOA) between the State of North Carolina and local governments on proceeds relating to the settlement of opioid litigation. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

*RESOLUTION NO. 2023-21 "RESOLUTION BY THE CITY OF GOLDSBORO AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION"*

**Departmental Monthly Reports**. **Accepted as Information.** The various departmental reports for January and February 2023 were submitted for Council approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Polack/Broadaway (7 Ayes)

**City Manager's Report.**

City Manager Salmon thanked Council for the great presentations including the retirement resolutions, awards and ceremonial proclamations. The US Colored Troop marker dedication will be held on March 27, 2023 at 10 a.m. by the HUB where the Civil War Trail sign is located.

**Ceremonial Documents.**

**135th US Colored Troop (USCT) 158th Birthday Proclamation.** Read by Mayor Pro Tem Polack, the Goldsboro City Council recognized March 27, 2023 as the 135th USCT's 158th Birthday and encouraged all citizens to recognize the efforts of these brave men that fought for our country.

**Women's History Month Proclamation.** Read by Councilwoman Matthews, the Goldsboro City Council proclaimed the month of March 2023 as WOMEN'S HISTORY MONTH in the City of Goldsboro and encouraged all citizens to observe this month by participating in and supporting all festivities celebrating the proud history and many accomplishments of women.

**Vietnam Veterans Day Proclamation**. Read by Councilman Broadaway, the Goldsboro City Council proclaimed March 29, 2023 as VIETNAM VETERANS DAY in the City of Goldsboro and urged all citizens to observe this day with appropriate programs, ceremonies, and activities that commemorate the anniversary of the Vietnam war.

**Items Requiring Individual Action.**

**Operating Budget Amendment FY22-23. Ordinance Adopted.** Council adopted the FY22-23 annual operating budget on June 20, 2022.

**Paramount Theater**

The Paramount Theater received a grant from SouthArts for the Yolanda Rabun presentation on 6/17 to 6/18/22 in the amount of $6,244.00. This revenue will be applied to the Performance Series expense line item.

**Public Works – Garage**

The Outside Repairs line item is currently depleted, and the Public Works Director, Mr. Rick Fletcher, has requested an increase of $50,000 to fund the line item until the end of the fiscal year. This will be funded with an increase in Garage Service Credits which is the internal billing account that we use for the revenue offset of this line item.

**Public Works – Cemetery**

The Cemetery received a donation from the Anne H. Scott Estate for cemetery care, and the Public Works Director, Mr. Rick Fletcher asked that it be applied to the Supplies line item in the Cemetery division in the amount of $900. Donation Revenue will be appropriated for the same amount.

**Public Works – Solid Waste**

On March 8, 2023 garbage vehicle W1348 (2010 Autocar) was destroyed in a fire behind the Wells Fargo building on Spence Avenue. The Public Works Director, Mr. Rick Fletcher, presented an item earlier to request a replacement for the vehicle in order to keep the commercial solid waste division operational. An appropriation of $400,000.00 is recommended to purchase a garbage truck, and will be funded with an appropriation from Contingency. We do not know at this time what the insurance proceeds might be. Also included with this item is a Reimbursement Resolution in the event that the City decides to finance the purchase of the unit.

**Parks and Recreation – T.C. Coley roof**

At the November 21, 2022 meeting, Council approved $55,000.00 to fund roof repairs at the T.C. Coley building. An appropriation of $55,000.00 is recommended for Parks and Recreation in the capital line item, T.C. Coley Building, and will be funded with a reduction in the contingency line item.

**Fund Balance – Contingency**

See below analysis of the contingency for the General Fund.

| Date | Description | Adopted |
|---|---|---|
| 6/20/2022 | Ord 2022-31 FY22-23 Adopted Budget | $ 1,075,365.00 |
| 11/21/2022 | Ord 2022-60 11/21/22 Golf Carts & Storage | (266,000.00) |
| 12/5/2022 | CDBG Payback 10/11/22 Monitoring Letter | $ (77,289.95) |
| | Current Year Appropriations | $ 732,075.05 |
| 3/20/2023 | Purchase garbage truck for Solid Waste (Replace W3148) | $ (400,000.00) |
| 3/20/2023 | T.C. Coley roof repairs (11/21/22 meeting) | $ (55,000.00) |
| | Proposed | $ (455,000.00) |
| | Proposed Ending Balance - Contingency General Fund | $ 277,075.05 |

**Fund Balance – Appropriated**

See below analysis of the appropriated fund balance in the General Fund.

| Date | Description | Adopted |
|---|---|---|
| 6/20/2022 | Ord 2022-31 FY22-23 Adopted Budget | $ - |
| 8/15/2022 | FY21-22 Purchase Order Rollovers | $ 1,183,863.21 |
| 9/6/2022 | Insurance Proceeds FY22 for Purchase of Chevrolet Tahoes | $ 11,000.00 |
| | Current Year Appropriations | $ 1,194,863.21 |
| | Proposed | $ - |
| | Current Year with Proposed | $ 1,194,863.21 |

**Public Utilities – FEMA Matthew**

On November 15, 2022 the City received the final payment from Hurricane Matthew project PW897 for the Westbrook and Highway 117 Pump Station Project. This represents the final payment for Hurricane Matthew damage.

Hurricane Matthew struck eastern North Carolina on October 8, 2016. The initial project estimates for the 12 FEMA projects was $4,110,271.75, and the actual FEMA cost reimbursements totaled $3,848,108.90 and insurance reimbursements totaled $395,458.39, for a total of $4,243,567.29. This project is now officially closed with FEMA.

**Public Utilities Capital Outlay**

The Public Utilities Director, Mr. Robert Sherman, presented an item earlier to request an additional $43,000.00 from the Utility Capital Reserve to fund the approved Bay 8 enclosure due to bids coming in much higher than the original budgeted amount. An appropriation of $43,000.00 is recommended for the Compost division for the construction costs related to the Bay 8 enclosure at the compost facility, and will be funded with a transfer from the Utility Capital Reserve Fund.

The funds originally budgeted in Building Maintenance shall be moved into the Compost Facility capital line item in the amount of $27,000.00. The total for the project is $70,000.00.

**Utility Capital Reserve – Transfers Out analysis**

| Date | Description | Adopted |
|---|---|---|
| 9/6/2022 | Agenda 9/6/22 Ord 2022-42 (Flood barries, water plant transfer switch) | $ (49,000.00) |
| 11/21/2022 | Agenda 11/21/22 Ord 2022-60 (Westbrook generator, New Hope bar screen, bulk chemical tank, bulldozer, sand filter rehab, and radio replacement) | $ (712,289.48) |
| | Current Year Approved Appropriations | $ (761,289.48) |
| 3/20/2023 | Additional Funding for Bay 8 enclosure at Compost Facility | $ (43,000.00) |
| | Proposed | $ (43,000.00) |
| 6/20/2022 | Ord 2022-31 FY22-23 Adopted Budget | $ 1,506,129.00 |
| | Less: Approved and Proposed Transfers | $ (804,289.48) |
| | Totaling Remaining FY23 Budget - Transfers to Capital Projects | $ 701,839.52 |

It was recommended that Council adopt the following entitled ordinance to amend the FY22-23 Operating Budget for the General Fund and Utility Fund.

Ms. Gwynn distributed an updated ordinance to amend the language from Adopted Budget to Amended Adopted Budget and changed the line item under Revenue from Charges for Services to Revenue from Other Agencies.

Mayor Pro Tem made a motion to adopt the revised ordinance amending the budget ordinance for the 22-23 fiscal year. The motion was seconded by Councilman Broadaway and unanimously carried.

*ORDINANCE NO. 2023-11 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE CITY OF GOLDSBORO FOR THE 2022-23 FISCAL YEAR"*

**Item Q -Change Order No.1 Price Change for the Bulk Storage Tank replacement for the WRF. Continued to April 3, 2023.** Councilman Broadaway made a motion to continue Item Q - Change Order No.1 Price Change for the Bulk Storage Tank replacement for the WRF until April 3, 2023. The motion was seconded by Councilman Batts and unanimously carried.

**Mayor and Councilmembers' Comments.**

Mayor Pro Tem Polack shared the following comments: I gained a wealth of knowledge from my most recent trip to DC and was also proud to be a representative for not only the council but was able to ask some critical questions regarding the allocation of funding for cities such as ours that have military installations for our school systems. I am still waiting on a response from that as we talked in the retreat. I want to be assured that not only military children but also the citizens within the city get premier education. I also want to say that I'm glad to see that the 135th Proclamation for USCT came into fruition and all those that were an integral part in pushing it through. I was also honored to read that proclamation.

Councilman Broadaway shared the following comments: The main thing I want to say tonight is, I want to shout out again to Dennis Goodson. Dennis Goodson over the last 10 years that I've been involved with the relationship between Seymour Johnson Air Force Base, our council, our county commissioners he has been one of the driving forces and the way we could communicate. First the needs of the base and second the needs of the community and his ability and his time with us in Washington. When we went with Dennis Goodson we were able to talk to people and talk to staffers and talk to people in the halls of Congress. They knew him, they trusted him and so did all the people in the Pentagon. This community and even Seymour Johnson has lost a valued servant and a man that works so very hard for all of us. I just want to commend him again.

Councilwoman Jones shared the following comments: I would like to commend our council tonight. I think we did an excellent job of listening and asking questions and coming up with good options. I think we did a really good meeting tonight, so I just wanted to commend you and thank you. I want all the districts, not just district one to know that we are here working for you and that we do care about you, and we have your best interests at heart.

Councilwoman Matthews shared the following comments: I just want to invite all the women to a Women's History Month photo shoot that's going to happen this Saturday at 11:00 a.m. I'm asking all the women to meet me at the City Hall steps. The dress code is denim and white, please. I'm also asking for all participants to be 18 and up for consent purposes and how the photo is going to be used moving forward. The theme for the photo shoot is, *Anytime Women Come Together with a Collective Intention, It's a Powerful Thing*. That is the theme, that is the vibe, that is the energy, so I hope all the women will come out Saturday 11:00 a.m. City Hall steps and please wear denim and white.

Councilman Gaylor shared the following comments: I agree with Councilwoman Jones, tonight is long and there's a lot of debate as it's supposed to be but it's a good meeting. There are two really tough issues that are in front of us right now and what to me makes them so difficult is there is no perfect answer. There are some answers that are worse than others and inherently maybe some that are better but there is no perfect answer to either one of them one being parking and the other, well frankly we're going to have to have a conversation about alcohol in proximity to stand alone churches and schools. This isn't really about at this layer of conversation, it's not about can that particular building hold enough people or is there enough parking on the street for it. This layer of the conversation is going to come down to how the community is receptive to the idea of alcohol being across the street from a standalone church. Again, there is no perfect answer. There are answers that are appropriate for some towns and inappropriate for other towns and that's going to be a heavy debate and it should be because it's important and it goes to the core tenets of our community as they have evolved overtime. I don't know what the answer on that one is going to be, but I'll look forward to the conversation that I'm certain will come, and I welcome it. It has been a good meeting, it's been a long meeting but with those things that take a long time you can yield really good results. Commissioner Williams discussed the possibility of finally getting some train service back into Goldsboro. That's been about a two decade concerted effort from people in the private sector, people in the public sector. Get it across the finish line Sir, it would be transformative for this community. I stand behind you in those efforts. You've got a ton of people that whether you know them all or not, they're there. I distinctly remember when, a long time ago the compromise was made that the route between Raleigh and Wilmington may go through Goldsboro and Fayetteville and then quietly Amtrak is in Fayetteville and we have the bus service, but we don't have trains. That piece of track is important and it's important to that Union Station and it validates why you hold on to something that's unique to your community. Sir, get that across the finish line and I look forward to standing with you on that one and I support you all the way. Thank you guys for your patience tonight.

Councilman Batts shared the following comments: I agree with Councilwoman Jones. This is my first rodeo so I'm over here soaking all this stuff in. I thought the meeting tonight was great and I learned so much just sitting here listening to everything. Second thing, Saturday, I had the opportunity to go to the Arts Council. Ms. Ernestine Wooten spoke about city, state and some things that happened in our community back in the day. Also, I would encourage especially young

people to go to the Arts Council. To be honest with you, that was my first time going. I have lived in Wayne County for a long time and I have to say I was so impressed with what I saw, with the display they have over there now. I wish all the schools would take the kids there. It is good information. Lastly, a lot of times we take our city employees for granted. I want to say thank you to our city employees and a special to our department heads. Our department heads do a good job but the most important thing sometimes they probably don't think we appreciate them, but I know I do. I just want to say thank you, we really do appreciate the service y'all provide.

Mayor Ham shared the following comments: Sitting here last, everybody was saying what you want to say but I will say that it has already been mentioned two or three times, this council tonight spent going on now five and a half hours here and we haven't argued one time. We've discussed things, we've accomplished a lot tonight and that's the way it ought to be every night, whether it's a two hour meeting or a four or five hour meeting. I think we can all go home tonight feeling that we did something important tonight. We made some decisions, we chose not to make some decisions that were necessary because we needed more information and whatever but it was a good night and I hope we have many more.

There being no further business, Mayor Ham adjourned the meeting at 10:34 p.m.

David Ham
Mayor

Laura Getz
City Clerk

Exhibit A

## 20230320 Public Hearing Remarks

- In 2017 the City created a Goldsboro Parking Commission, that consists of:
  - The Assistant City Manager,
  - The City Engineer,
  - The Public Works Director and
  - The Police Chief.
- They meet quarterly, and they are responsible for making recommendations, and giving reports, to City Council and the City Manager, concerning parking needs, regulations and other matters in the city. To my knowledge, they have not recently reported any concerns to City Council and the City Manager, about parking downtown.
- Council called a Special Meeting to have a Public Forum to discuss the urgent parking concerns, of the downtown Goldsboro development stakeholders, and citizens.
- The consultant at the Public Forum, drew some conclusions that were based on **some,** but not **all** of the information that was in the downtown parking study, that was completed for the city back in 2016.
- He acknowledged there has been business growth since the parking study was completed, but he didn't mention anything about the Future Conditions Analysis in the Executive Summary of the 2016 parking study report. Especially all the recommendations, for the three stages over the 10 years after 2016.
- The consultant's conclusions were that we don't currently have a parking problem, in any of the areas downtown, at any time during the day, and that we're probably in pretty good shape for now. The same conclusion that was reached in the 2016 Parking Study.
- Back on January 28, 2019, almost three years after the parking study was completed, a video was posted on the city's Facebook page. It is titled "Journey Around Goldsboro |- Downtown Parking. It has Octavius Murphy interviewing the former DGD Director Julie Metz. She shares that:
  - There have been parking complains, but there are no parking problems.
  - At peak times there's plenty of parking within a block of most downtown business locations.
  - The walk from their parking spot to their business destination, would be no longer than the walk from their parked vehicle, to the Walmart building,
  - The walk will be along the lovely streetscape where customers will be able to see other businesses along the way, and
  - She also shared that, 724 new public parking spaces had been added, and a recent agreement was reached that would add additional 70 spaces.
- The 2016 parking study estimated, that based on the downtown development projects expected to be completed by 2019, a demand would be generated for an additional 382 parking spaces, and for development expected by 2026, another additional 593 parking spaces would be generated.
- Depending on the number of spaces that have added since 2019 we may now, in 2023, have met all of the estimated demand, for the downtown development, that is expected to be completed in 2026.
- Getting back to the public forum. Attendees were asked to choose one of three options that could be taken to address our current public parking space problems, in spite of:
  - The 2016 parking study report indicating we don't have a problem,

    - The consultant reporting that we have don't now have a parking problem, and
    - The Goldsboro Parking Commission not having discussed or presented any downtown parking problems to City Council and the City Manager.
- The consensus at the forum, should be disregarded because, it was based on inconclusive and misinterpreted information.
- The DGD Director did not include all the actual expense costs, to implement the recommendation reached at the forum. She did not include:
    - an estimate of the expenses for labor, supplies and equipment to install the signs, or
    - an estimate for the expense for labor, equipment and supplies, for officers to enforce the code.
- Considering those additional required expenses, the overall total costs, for doing something we don't now need to do, will far exceed the savings the city would realize by eliminating our primary voting rights.
- Furthermore, this proposed enforcement method, is not recommended in the 2016 parking study, for cities of our size.
- The city's current restrictive parking ordinances involves, the marking tires method of enforcement. Some district US Courts of Appeals, have held that the marking tires method, violates the fourth amendment of the US Constitution, because it is an invasion of privacy.
- At the recent city retreat the Police Chief pointed out that overall crime in the city increased 14% since last year. If the city police must take on this additional un-needed responsibility, other more critical policing concerns, such as rape, assault, larceny and vehicle thief, may not be effectively addressed.
- Over the past ten years the City has borrowed money, drained most of the available general fund balance, and invested $15 million dollars on public investment projects in the downtown area, which include the significant streetscape project, the Paramount Theater, and the construction of a transportation/entertainment HUB.
- During that time, the city decided to defer the expense of purchasing new critical equipment, especially in the Public Works, Public Utilities, and Parks and Recreation departments.
- It is now being proposed, that the city now spen money from our depleted available general fund balance, that the city is struggling to increase, so that we can do something, that doesn't now need to be done.
- This proposal is for something that is a **want**, but it is not an actually **need,** at this time, when you consider our other urgent needs. Like spending to replacement of old worn-out, public works, public utility, and recreational equipment.
- I therefore respectfully urge council, to reject and defer this reject this proposal and revisit it again next year, before adoption of the budget for FY2024-2025.

https://www.youtube.com/watch?v=kel_1TM4TS_w
Parking Public Forum

https://www.facebook.com/www.ci.goldsboro.nc.us/videos/563880394080180
Judy Metz Parking video

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

200 North Center Street, 27530
P 919.580.4362

# MONTH OF THE MILITARY CHILD PROCLAMATION

**WHEREAS**, thousands of brave Americans have demonstrated their courage and commitment to freedom by serving in our country's armed forces in active duty posts around the world; and

**WHEREAS**, nearly two million children have at least one parent currently serving active military duty; and

**WHEREAS**, Goldsboro, North Carolina is the home of Seymour Johnson Air Force Base and the Wayne County Public School system has over 2,000 military-connected students, over thirteen percent of its student population, who are children of active duty, Reserve, retired, or veterans; and

**WHEREAS**, the United States Department of Defense celebrates the month of April as the Month of the Military Child, further highlighting the important role military children play in the armed forces community; and

**WHEREAS**, the children of our service members are major contributors to the strength of their parents and make significant contributions to family, schools, our community, the state, and the nation, despite repeated and prolonged absences of one or both parents; and

**WHEREAS**, parents serve in the military, their kids serve too, and it is fitting for our city to pay tribute to military children for their commitment, their struggles, and their unconditional support of our troops.

**NOW, THEREFORE BE IT RESOLVED,** that the Goldsboro City Council does hereby proclaim April 2023 as the

***MONTH OF THE MILITARY CHILD***

and April 21st as Purple Up Day for Wayne County Public Schools. We encourage all school personnel and City of Goldsboro residents to recognize the contributions of our military families and to celebrate the spirit of military children across our city and nation by wearing purple on April 21st as an outward symbol of appreciation for our youngest heroes.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 3rd day of April, 2023.

CITY OF GOLDSBORO INCORPORATED 1844 - 1887

David Ham, Mayor

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

# Children and Families Month Proclamation

**WHEREAS**, our children are our most valuable resources and will shape the future of the City of Goldsboro; and

**WHEREAS**, the quality of parenting/caregiving is one of the most powerful protective factors for children, and our community recognizes the long-term value of offering services to support positive environments for children and families; and

**WHEREAS**, the City of Goldsboro is home to Seymour Johnson Air Force Base and we recognize that our military presence comes not just from those who wear the uniform, but from their families, who also serve our country; and

**WHEREAS**, April is Month of the Military Child and military children make daily sacrifices so their parents can keep our nation safe; we must match their sacrifice with a commitment to provide the full support of our communities; and

**WHEREAS**, April 1-7 is National Week of the Young Child, where access to affordable, high-quality education and health care for every child in our community, particularly in the first five years, is vital to building a strong community, state, and nation; and

**WHEREAS**, our community recognizes the tireless efforts of those in The City of Goldsboro who work in various agencies, nonprofits, childcare facilities, and schools, that offer care and services to families as we move towards creating a safe, healthy, and equitable community for our children and families; and

**WHEREAS**, April is National Child Abuse Prevention Month, to recognize that child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects; effective child abuse prevention activities remain the best defense for our children and families and succeed because of community and collaborations; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families in an effort to create conditions that reduce or eliminate risk, and promote the social, emotional, and developmental well-being of our children; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness, education, and advocacy around child abuse and generational trauma.

**NOW, THEREFORE BE IT RESOLVED**, that the Goldsboro City Council, in recognition of efforts to support Child Abuse Prevention Month, Week of the Young Child, and Month of the Military Child, does hereby proclaim April 2023 as

***CHILDREN AND FAMILIES MONTH***

in the City of Goldsboro and urge all citizens to recognize this month by dedicating themselves to the task of improving the quality of life for all children and their families.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 3rd day of April, 2023.

CITY OF GOLDSBORO INCORPORATED 1847 1881

David Ham, Mayor

Item E

**Continued to April 17, 2023**

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

**CONTINUATION FROM MARCH 20, 2023 COUNCIL MEETING**

SUBJECT: **COUNCIL PUBLIC HEARING & FINAL ACTION**
**UDO-1-23** Article 5: Section 5.5.4 – Special Use Specific Use Regulations (E) Bars, Nightclubs, Pool Halls, Microbreweries, Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit

APPLICANT: Kyle Merritt

DISCUSSION: The applicant is proposing for the text located in Section 5.5.4 (E) of the City of Goldsboro UDO to be amended. The proposed amendment would remove language regarding how distance is measured to determine that there is at least 50 feet between Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit. The way that distance is currently measured reads as follows.

*The separation distance required by this section shall be measured in a straight line from property line to property line, with no consideration as to intervening structures, roads, or landforms.*

The applicant is requesting for the portion of this text that reads "*with no consideration as to intervening structures, roads or landforms.*" to be removed from the City of Goldsboro UDO.

By removing this, it creates a situation where you could include things such as a public right of way in the required distance separation to achieve the minimum 50 feet needed. These types of uses that are required to meet this 50 feet separation are still identified as Special Uses and would require quasi-judicial review and approval from City Council before any operation would be allowed to take place.

The applicant is requesting this Text Amendment to relocate "Church Spirits & Cocktails" to 116 W. Mulberry Street, which adjacent to St. Stephens Episcopal Church. The only thing separating the property lines is the Mulberry St. right-of-way. This text amendment, if approved, would create an opportunity for Kyle

Merritt to apply for a Special Use Permit to establish "Church Spirits & Cocktails" at 116 W. Mulberry St.

Land Use Plan Recommendation: The City of Goldsboro Comprehensive Plan classifies the Central Business District to be in the Mixed-Use Downtown designation. An identified goal of the comprehensive land use plan is to continue to focus on improvement of the downtown Goldsboro area.

See below for the language for the proposed amendment.

ARTICLE 5: SECTION 5.5.4 SPECIAL USE SPECIFIC REGULATIONS (E)

*The separation distance required by this section shall be measured in a straight line from property line to property line~~, with no consideration as to intervening structures, roads, or landforms.~~*

STAFF RECOMMENDATION: Staff is neither recommending approval nor recommending denial. Staff is acknowledging the fact that if the text is amended that these types of uses (Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit) would still be required to undergo the Special Use Permit process which would require City Council to perform quasi-judicial review on each separate request and apply conditions as they see necessary to mitigate the use.

PLANNING COMMISSION RECOMMENDATION: The City of Goldsboro Planning Commission met on February 27, 2023, to review and make a recommendation regarding the text amendment. The Planning Commission voted to adopt the Inconsistency Statement (attached) and recommend denial to City Council for the proposed text amendment. The vote was 3-2.

REQUIRED ACTION: Council shall vote to adopt the recommendation for denial and inconsistency statement that the Planning Commission has provided and vote to adopt the Ordinance to Deny with the inclusion of the Inconsistency Statement, or council shall vote to adopt the Ordinance to Approve, with the inclusion of a statement that deems this text amendment request to be consistent. Council first heard this item on March 20, 2023, and has continued the hearing to April 3, 2023.

Date: 3/27/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION**
**UDO-1-23 ARTICLE 5: SECTION 5.5.4 (E)**
**WORKSHEET**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed text amendment to be consistent with the Mixed-Use Downtown designation. The City of Goldsboro Planning Commission finds that the text amendment is reasonable due to the fact that these types of uses (Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit) would still be required to undergo a quasi-judicial proceeding before permit issuance. The City of Goldsboro Planning Commission recommends approval to the City of Goldsboro City Council.

Voting Record for Recommendation:

Yes_____ No_____

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed text amendment to be inconsistent with the Mixed-Use Downtown designation and finds that this text amendment, if executed, would have a negative impact on the public. The City of Goldsboro Planning Commission deems this proposed text amendment to not be appropriate and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed text amendment to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes 3 No 2

**ORDINANCE NO. 2023 -**

AN ORDINANCE AMENDING ARTICLE 5: SECTION 5.5.4 (E) SPECIAL USE SPECIFIC REGULATIONS: BARS, NIGHTCLUBS, POOL HALLS, MICROBREWERIES, PLACES OF ENTERTAINMENT (BOTH PUBLIC AND PRIVATE AND FOR PROFIT) – ABC PERMIT, OF THE CITY OF GOLDSBORO UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, March 20, 2023**, 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 the Planning Commission voted to recommend denial on **Monday, February 27, 2023,** at the **Monday, March 20, 2023,** meeting, City Council made a motion to continue the Public Hearing to **April 3, 2023,** 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, Kyle Merritt, has submitted a petition amend the text of the Unified Development Ordinance Section 5.5.4 (E) regarding how separation distance is measured between Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit in respect to their distance from Churches and Schools; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed area to be affected by the text amendment in the Mixed-Use Downtown designation; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan identifies a goal being to continue to focus upon improvement of the downtown Goldsboro area; and,

WHEREAS, Section 5.5.4 (E) shall consider intervening structures, road and landforms when determining the minimum 50 foot separation for Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit in respect to their distance from Churches and Schools; and,

WHEREAS, Article 5.5.4 (E) Special Use Specific Regulations shall include the following language:

*The separation distance required by this section shall be measured in a straight line from property line to property line.*

WHEREAS, the proposed text amendment is found to be consistent with the Mixed-Use Downtown designation and that the text amendment is reasonable and in best public interest due to the fact potential uses would still be required to undergo a quasi-judicial proceeding before permit issuance; and,

WHEREAS, the proposed text amendment request is consistent with the Goldsboro Comprehensive Land-Use Plan; 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 of the City of Goldsboro be amended; and,

WHEREAS, the City Council further deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance amendments for the City of Goldsboro, North Carolina, be adopted.

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

1. That the following Articles of the Unified Development Ordinance of the City of Goldsboro, North Carolina, be amended to reflect the minor text amendments outlined in this Ordinance.

**ARTICLE 5: SECTION 5.5.4 (E) SPECIAL USE SPECIFIC REGULATIONS: BARS, NIGHTCLUBS, POOL HALLS, MICROBREWERIES, PLACES OF ENTERTAINMENT (BOTH PUBLIC AND PRIVATE AND FOR PROFIT) – ABC PERMIT**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 3rd day of April 2023**.**

_____
David Ham, Mayor

Attested by:

_____
Laura Getz, City Clerk

**ORDINANCE NO. 2023 -**

AN ORDINANCE DENYING AMENDING ARTICLE 5: SECTION 5.5.4 (E) SPECIAL USE SPECIFIC REGULATIONS: BARS, NIGHTCLUBS, POOL HALLS, MICROBREWERIES, PLACES OF ENTERTAINMENT (BOTH PUBLIC AND PRIVATE AND FOR PROFIT) – ABC PERMIT, OF THE CITY OF GOLDSBORO UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, March 20, 2023**, 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 the Planning Commission voted to recommend denial on **Monday, February 27, 2023**, at the **Monday, March 20, 2023,** meeting, City Council made a motion to continue the Public Hearing to **April 3, 2023,** 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, Kyle Merritt, has submitted a petition amend the text of the Unified Development Ordinance Section 5.5.4 (E) regarding how separation distance is measured between Bars, Nightclubs, Pool Halls, Microbreweries, and Places of Entertainment (Both Public Private and for Profit) w/ ABC Permit in respect to their distance from Churches and Schools; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed area to be affected by the text amendment in the Mixed-Use Downtown designation; and,

WHEREAS, the proposed text amendment is inconsistent with the Mixed Use Downtown designation; and,

WHEREAS, the proposed text amendment is unreasonable and, not in the public's best interest and will impair or injure the health, safety, and general welfare of the public; and,

WHEREAS, the proposed text amendment could encourage development that could negatively impact the Central Business District; and,

WHEREAS, the proposed text amendment request is not consistent with the Goldsboro Comprehensive Land-Use Plan; 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 unadvisable and not in the best interest of the City and those residing within its zoning jurisdiction.

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

1. That the petition to amend the Unified Development Ordinance of the City of Goldsboro, North Carolina, to amend Article 5: Section 5.5.4 (E) Special Use Specific Regulations: Bars, nightclubs, Pool Halls, Microbreweries, Places of Entertainment (Both Public and Private and for Profit) – ABC Permit, is hereby **DENIED**.

Adopted this 3rd day of April 2023**.**

_____
David Ham, Mayor

Attested by:

_____
Laura Getz, City Clerk

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **PUBLIC HEARING AND FINAL COUNCIL ACTION**
**Non-Contiguous (Satellite) Annexation Petition – Goldsboro (Hwy 70) WW, LLC** - Located on the southwest corner of US Hwy. 70 W. and NC 581 Hwy.

Tax Parcel #: 2671815879

Acreage: 2.64 acres

BACKGROUND: The City Council, at their meeting on March 20, 2023, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place and purpose of the meeting.

DISCUSSION: Pursuant to G. S. 160A-58, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the proposed annexation.

If the Council determines that the proposed annexation meets all the requirements of G. S. 160A-58, it has the authority to adopt an annexation ordinance.

Attached is a report prepared by the Planning Department in conjunction with other departments, concerning the subject annexation area. All City services can be provided to the property except for City water and sewer. These utilities will be provided by Fork Township.

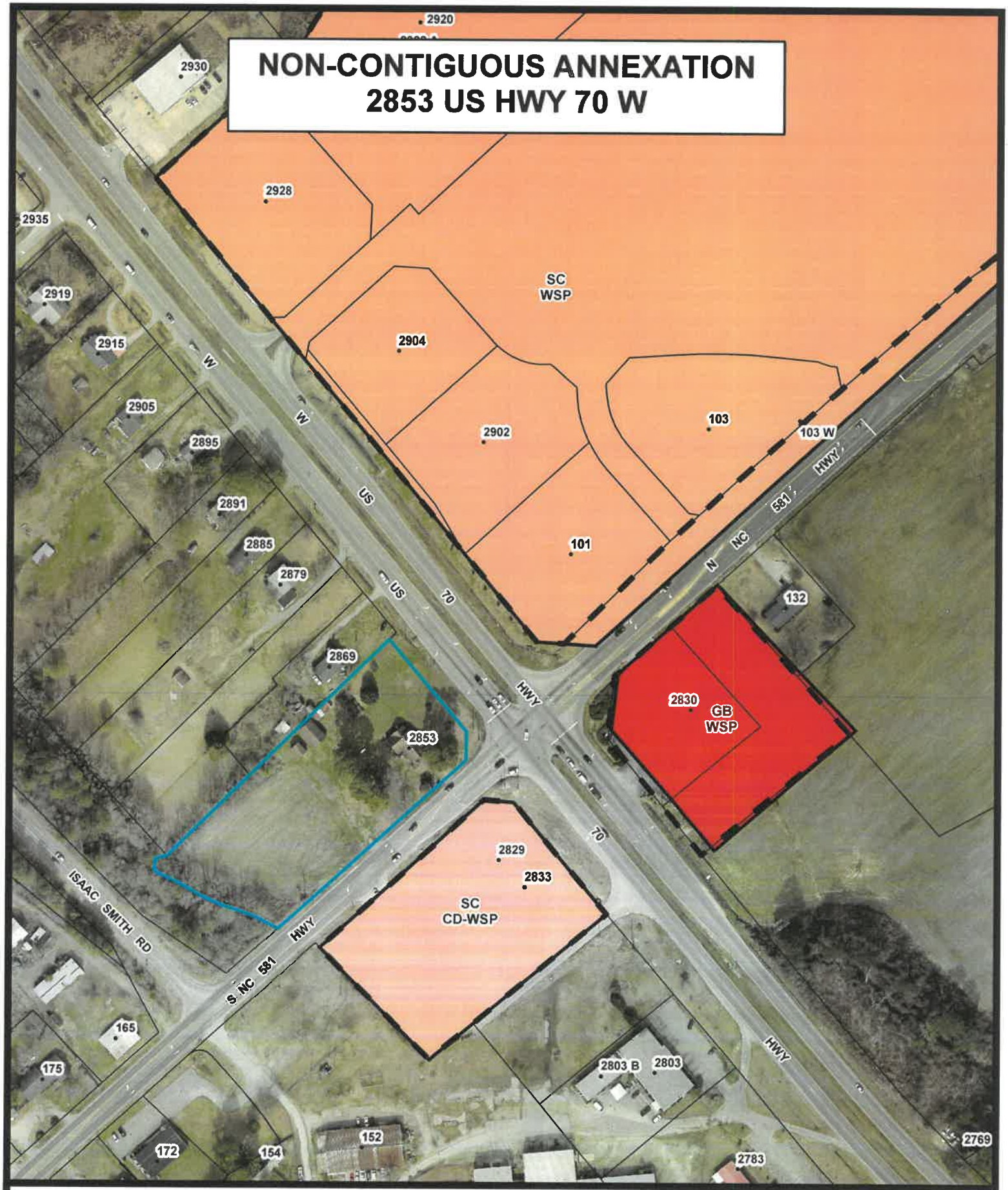
RECOMMENDATION: By motion, after the public hearing, adopt the attached Ordinance annexing Tax Parcel # 2671815879 effective April 3, 2023.

Date: 3/27/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager




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 responsibilit ies 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.

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**NON-CONTIGUOUS ANNEXATION REPORT**
**WAWA, LLC**

1. Property Description

   a. Location: Located on the southwest corner of US Hwy. 70W. and NC 581 Hwy.

   b. Population: Not applicable. The subject property is currently vacant.

   c. Acreage: 2.64 acres

   d. Zoning: General Business Conditional District (GBCD)
   Tax Parcel #: 2671815879
   Rezoned by Goldsboro City Council on September 6, 2022 (Z-18-22) (Zoning does not apply to property until officially annexed.)

2. Engineering Description (see attached metes and bounds description)

3. Qualifications

   a. The area proposed to be annexed meets the requirements of G. S. 160A-58.1 except for requirement #3. (See below)

      1. The nearest point on the proposed satellite corporate limits is not more than three miles from the primary corporate limits of the annexing city;

      2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;

      3. The area is situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits; (City water and sewer will not be available to the subject annexation area.)

      4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed 10% of the area within the primary corporate limits of the annexing city.

4. Plans for Extension of Municipal Services

   a. Fire Protection: The City will provide fire protection to the subject property.

b. Police Protection: The City will provide police protection to the property.

c. Refuse Collection: The City's Public Works Department can provide private commercial refuse service.

d. Street Construction and Maintenance: No public street is included within the petition for annexation.

e. Water and Sewer Service: City water and sewer utilities are not available to serve the property. Water and sewer services will be provided by Fork Township.

f. Estimated Revenues: The estimated revenue for the undeveloped property, as listed below, is based on the assessed valuation for 2021.

| | |
|---|---|
| Existing Development: | Vacant Land @ 2.64 acres |
| Land Value (Wayne Co. Tax Office) | $350,001.00 |
| Pre-development Estimated Revenue: | $350,001/100 x $.68 = **$2,380.00** |

| **(Comparable)** | |
|---|---|
| Sheetz (2829 W. US 70 Hwy): | 2.28 acres |
| Assessed Tax Value: | $1,964,210.00 |
| Revenue: | $1,964,210/100 x $.68 = **$13,356.00** |

g. Estimated Payments to Volunteer Fire Department:

As required under G. S. 160A-58.2, the City is required to pay either:

1. A proportionate share of the Rosewood Volunteer Fire Department's debt if the calculated amount is $100 or more.

   *The City of Goldsboro obtained information from Rosewood's Volunteer Fire Department to determine if a proportionate share will be owed. As of March 21, 2023, there will be no proportionate share owed.

2. The cost of contracting for fire protection with the Rosewood Volunteer Fire Department. (Not applicable)

5. Voting District
The City adopted a new Official Election District Boundary Map on August 1, 2022. It is customary to add a newly annexed area to the nearest voting district, therefore, this area, if annexed, will be added to District 1 unless the City Council instructs the City staff to include this area in another district.

6. Staff Findings: The proposed annexation meets the City policy requirements as outlined in all of the above items and NCGS 160A-58.1.

**ORDINANCE NO. 2023 - 12**

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

WHEREAS, the City Clerk issued a Certificate of Sufficiency on **February 15, 2023,** and after notice duly given in compliance with the pertinent provisions of Chapter 160A-58 of the General Statutes of North Carolina, a public hearing was held before the City Council of the City of Goldsboro, North Carolina, at a regular meeting held in the City Hall in Goldsboro on **April 3, 2023,** relative to the annexation of the non-contiguous real property identified as Tax Parcel 2671815879, hereinafter described to the City of Goldsboro; and

WHEREAS, at said public hearing all persons owning property in the area proposed to be annexed who alleged error in the Petition for Annexation, as well as residents of the City of Goldsboro who question the necessity for annexation, were given an opportunity to be heard along with proponents of such annexation regarding Tax Parcel 2671815879; and

WHEREAS, after the completion of said public hearing, the City Council has determined that the Petition for Annexation meets the requirements of said Section 58.1 of Chapter 160A of the General Statutes of North Carolina with the exception being that City Water and Sewer are not available to be provided to the subject property, and has further determined, after due and careful deliberation, that it is for the best interest of the City of Goldsboro and its citizens that the non-contiguous real property proposed to be annexed be annexed to the City of Goldsboro; and

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following described (metes and bounds) non-contiguous real property be and the same is hereby annexed to the City of Goldsboro as of **April 3, 2023:**

**Non-Contiguous (Satellite) Annexation Petition – Goldsboro (Hwy 70) WW, LLC Tax Parcel 2671815879**

Being in the State of North Carolina, County of Wayne, being immediately northwest of the intersection of US Hwy 70 and NC Hwy 581, and being more particularly bounded as follows: Beginning at a point in or near the centerline of a ditch, being in the southwest R/W line for US Hwy 70, being the northeast corner of a tract conveyed to Pamela Newcombe Tyner and Jerry Wayne Tyner by Deed Book 1851and Page 487, and being located for reference South 39°50'27" east a distance of 0.78 feet from a R/W monument found in the south R/W line for US Hwy 70; Thence from said point of beginning, and continuing with the southwest R/W line for US Hwy 70, south 39°50'27" east a distance of 245.00 feet to a point in the pavement of NC Hwy 581; Thence, within the traveled portion of NC Hwy 581, south 47°55'58" west a distance of 438.87 feet to a point; Thence, leaving the road with the north line of a tract conveyed to the NC Department of Transportation by Deed Book 2876, Page 400, north 62°34'36" west a distance of 58.86 feet to a point in the centerline of a ditch; Thence, with the centerline of said ditch and continuing with the north line of said NCDOT tract, the following eight courses:

1. North 70°17'12" west a distance of 29.20 feet;
2. Thence north 71°51'50" west a distance of 29.46 feet to a point;
3. Thence north 65°11'33" west a distance of 38.41 feet to a point;
4. Thence north 60°30'40" west a distance of 38.18 feet to a point;

5. Thence north 64°46'12" west a distance of 8.65 feet to a point;
6. Thence north 14°01'08" east a distance of 11.22 feet to a point;
7. Thence north 05°00'03" west a distance of 5.79 feet to a point in the centerline of the intersection with a ditch, being the southern-most corner of a tract conveyed to H.J. Hill and Annette Johnson Hill by the third lot of Deed Book 3601, Page 164;

Thence, leaving the main ditch with a branch ditch and running with the southeast line of said hill tract, the following two courses:

1. North 74°27'01" east a distance of 18.98 feet to a point;
2. Thence north 45°59'04" east a distance of 185.49 feet to a ½" iron pipe found at the southern-most corner of the aforementioned Tyner tract;

Thence, with the southeast line of said Tyner tract, north 45°23'48" east a distance of 325.34 feet to the point of beginning, passing through a 2" iron pipe found at a distance of plus 300.34 feet;

Containing 2.645 acres, more or less.

BE IT FURTHER ORDAINED THAT:

1. The City of Goldsboro will provide commercial refuse service upon request, fire and police protection to the property;
2. City water and City sewer utilities are not available to serve the property. Water and sewer services will be provided by Fork Township;
3. The annexed area herein above identified be added to and become a part of Electoral District 1;
4. The boundaries of the six single-member electoral districts shall be modified and changed as shown on a map entitled "Official Election District Boundaries Map" adopted August 1, 2022;
5. The Director of Planning is directed to prepare an official map showing the district boundaries and to file a copy of the official map in the Office of the City Clerk as required by G. S. 160A-22 and G. S. 160A-23, as well as with the Wayne County Register of Deeds. Further, the City Clerk shall forward a copy of the official map to the Wayne County Board of Elections and Secretary of State;
6. This Ordinance shall be recorded with the Register of Deeds and Secretary of State.
7. The effective date of annexation for the property under consideration is April 3, 2023.

Adopted this 3rd day of April 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item G

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **PUBLIC HEARING & FINAL ACTION**
**Z-2-23 John E. Darden (Neighborhood Business to General Business)** – North side of E Elm St. between Dail St. and Linwood Ave. (site of Elm St. Detail Shop)

ADDRESS: 1011 E Elm St.

PARCEL #: 3509322453

PROPERTY OWNER: Karol DeVaughn

APPLICANT: John E. Darden

BACKGROUND: The applicant is requesting a rezoning from the Neighborhood Business Zoning District (NB) to the General Business (GB) Zoning District. The purpose of the General Business (GB) Zoning District is to accommodate the widest range of uses providing general goods and services to the community. The district is intended to promote high quality, accessible developments serving the needs of the community and surrounding area.

Access: E Elm St.

Area: 0.37 acres

SURROUNDING ZONING:

North: Residential 6

South: Office & Institutional I

East: Residential 6

West: Neighborhood Business

Existing Use: The property currently consists of a vacant commercial structure, utilized as a body/detail shop.

Land Use Plan: The City's Land Use Plan locates this parcel within the High-Density Residential land use designation.

High-Density Residential: This designation was given based off existing residential development patterns and constraints to development, as well as the location of infrastructure.

The General Business (GB) Zoning District is not identified as a corresponding district for the High-Density Residential land use designation.

DISCUSSION: This is a rezoning proposal for a 0.37-acre parcel to be rezoned from the Neighborhood Business Zoning District (NB) to the General Business (GB) Zoning District. The subject property is utilized as the "Elm St. Detail Shop" and operates as a shop to serve the automotive industry. The adjacent uses are the "D&C Mini Mart" located across Dail St., vacant undeveloped property directly across Elm St., a vacant undeveloped property located behind the subject parcel, and a single-family dwelling located to the east across Linwood Ave. This parcel has direct frontage on Elm St. as well as frontage on Dail St. and Linwood Ave.

TRC REVIEW: Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base and NCDOT. There were no comments or recommendations due to this being a straight rezoning request.

STAFF RECOMMENDATION: Staff is recommending approval of the rezoning request based on the fact that this parcel has a history of being utilized for commercial purposes. The use of the adjacent property being commercial, as well as the unique characteristic of the property being bordered on 3 sides by rights-of-way serves as a detriment to potential residential development, which is what the land use plan desires. The rezoning of this property to a General Business Zoning District would allow for expanded list of uses that could serve the surrounding community. The rezoning of this property would provide an opportunity for infill development to take place as well.

PLANNING
COMMISSION
RECOMMENDATION: The City of Goldsboro Planning Commission met on March 27, 2023, to review and make a recommendation regarding the rezoning request. The Planning Commission voted to adopt the consistency statement (attached) and recommend approval to City Council for the proposed rezoning. The vote was 5-0.

REQUIRED ACTION: Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the consistency statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Date: 3/28/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION**
**Z-2-23 JOHN E. DARDEN**
**WORKSHEET**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the High-Density Residential designation. The City of Goldsboro Planning Commission finds that the rezoning request is reasonable and in best public interest due to the parcels history of serving as a site for commercial type services, the Planning Commission also finds that the unique geography of this parcel make it an undesirable candidate for residential development. The parcel, if rezoned presents the opportunity for infill development which is identified as a goal in the City of Goldsboro Comprehensive Land Use Plan. The City of Goldsboro Planning Commission recommends approval to the City of Goldsboro City Council.

Voting Record for Recommendation:

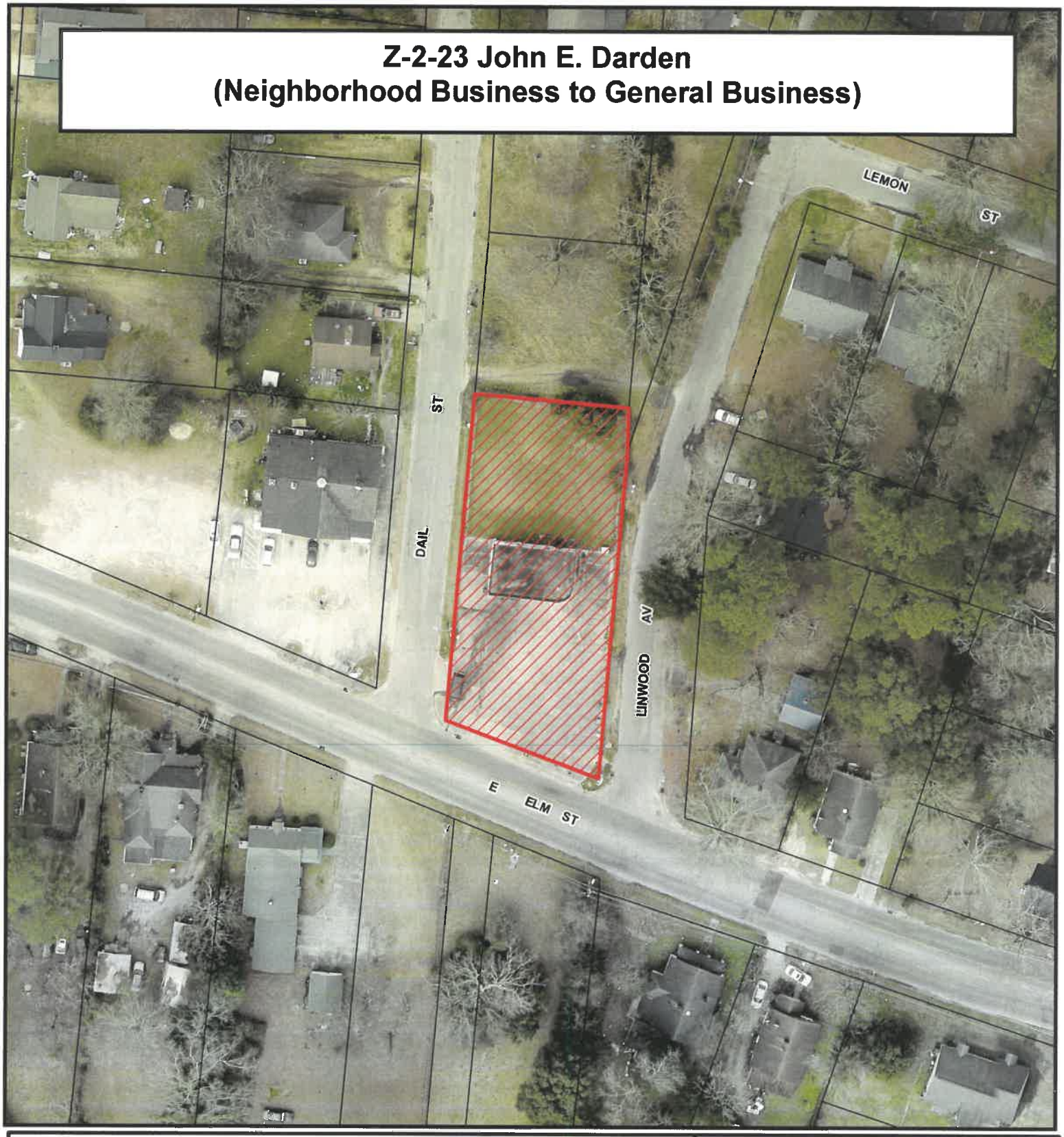
Yes 5 No _____

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the High-Density Residential designation and finds that this rezoning, if executed, would have a negative impact on the public. The City of Goldsboro Planning Commission deems this proposed rezoning to not be appropriate and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

# Z-2-23 John E. Darden
# (Neighborhood Business to General Business)




***REZONING REQUEST:***

| | |
|---|---|
| ***CASE NO:*** | Z-2-23 |
| ***APPLICANT:*** | John E. Darden |
| ***REQUEST:*** | (NB to GB) |
| ***LOCATION:*** | North side of E Elm St. between Dail St. and Linwood Ave. (site of Elm St. Detail Shop) |
| ***PIN #:*** | 3509322453 |

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

**ORDINANCE NO. 2023 – 13**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE LAND USE MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, April 3, 2023**, at 7:00 p.m., for the purpose of considering and discussing the passing of an ordinance amending the Official Zoning Map and the Comprehensive Land Use Map of the City of Goldsboro, North Carolina, and the Planning Commission voted to recommend approval on **Monday, March 27, 2023**; and,

WHEREAS, John E. Darden has submitted a petition to rezone Tax Parcel 3509322453 from the Neighborhood Business Zoning District to the General Business Zoning District; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed rezoning area in the High-Density Residential land use designation; and,

WHEREAS, the proposed General Business Zoning District is inconsistent with the High-Density Residential land use designation; and,

WHEREAS, the General Business Zoning District is designed to accommodate the widest range of uses providing general goods and services to the community and promote high-quality and accessible developments; and,

WHEREAS, the subject property has a history of being utilized for commercial purposes; and,

WHEREAS, the subject property's unique geographic characteristics make it non-desirable for residential development; and,

WHEREAS, the types of uses allowed in the General Business Zoning District would present an opportunity for infill development to occur on the subject property; and,

WHEREAS, the proposed rezoning request is reasonable and, in the public's best interest since the proposed rezoning classification will not impair or injure the health, safety, and general welfare of the public; 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 Official Zoning Map and Comprehensive Land Use Map of the City of Goldsboro 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 Official Zoning Map and Comprehensive Land Use Map of Goldsboro, North Carolina, be and the same is hereby amended by changing:

**From Neighborhood Business to the General Business Zoning District**

**From the High-Density Residential Land Use Map designation to the Commercial designation.**

**Z-2-23 John E. Darden (Neighborhood Business to General Business)**

**Wayne County Tax Identification Number: 3509322453**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item H

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **PUBLIC HEARING & FINAL ACTION**
**Z-3-23 Nelson Chavarria (Residential 16 to Residential 9)** – South side of McLain St. off of Central Height Rd.

ADDRESS: McLain St.

PARCEL #: 3519738942

PROPERTY OWNER: Nelson Chavarria

APPLICANT: Charles R. Covar

BACKGROUND: The applicant is requesting a rezoning from the Residential 16 Zoning District (R-16) to the Residential 9 (R-9) Zoning District. The purpose of the Residential 9 (R-9) Zoning District is to accommodate both single-family and multi-family residential uses and to prohibit all activities of a commercial nature.

Access: McLain St.

Area: 0.61 acres

SURROUNDING ZONING:

North: Office & Institutional I

South: Residential 16

East: Residential 16

West: Residential 9

Existing Use: Vacant, uncleared lot.

Land Use Plan: The City's Land Use Plan locates this parcel within the Commercial land use designation.

Commercial: This designation puts a future emphasis on in-fill development, the desired development density is 10,000 square feet of building per acre.

The Residential 9 (R-9) Zoning District is not identified as a corresponding district for the Commercial land use designation.

DISCUSSION: This is a rezoning proposal for a 0.61-acre parcel to be rezoned from the Residential 16 Zoning District (R-16) to the Residential 9 (R-9) Zoning District. The subject property currently exists as a wooded lot. The adjacent uses are the Goldsboro Pentecostal Free Will Baptist Church, multi-family townhouses and single-family dwellings. The key difference between the R-16 district and the R-9 district is that the R-9 would allow the property to be utilized for multi-family purposes at a development density of 9,000 square feet for the first unit and 4,500 square feet for each subsequent unit. The maximum density that could potentially take place on the subject property would be 5 units. The property is not required to develop as multi-family due to this being a straight rezoning.

TRC REVIEW: Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base and NCDOT. There were no comments or recommendations due to this being a straight rezoning request.

STAFF RECOMMENDATION: Staff is recommending approval of the rezoning request based on the presence of an adjacent Residential 9 Zoning District. Despite this parcel being identified as falling within the Commercial land use designation, the surrounding parcels have not developed in this manner and this parcel is not an ideal site for that type of development or zoning to occur here. The rezoning of this property to a Residential 9 Zoning District would allow for multi-family development to occur but not at a density that may be detrimental to the adjacent properties.

PLANNING COMMISSION RECOMMENDATION: The City of Goldsboro Planning Commission met on March 27, 2023, to review and make a recommendation regarding the rezoning request. The Planning Commission voted to adopt the consistency statement (attached) and recommend approval to City Council for the proposed rezoning. The vote was 5-0.

REQUIRED ACTION: Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the consistency statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Date: 3/28/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION**
**Z-3-23 NELSON CHAVARRIA**
**WORKSHEET**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the Commercial land use designation. The City of Goldsboro Planning Commission finds that the rezoning request is reasonable and in best public interest due to the adjacent Residential 9 Zoning District and the parcels size serving as a limitation to how densely it has the potential to be developed. The City of Goldsboro Planning Commission recommends approval to the City of Goldsboro City Council.

Voting Record for Recommendation:

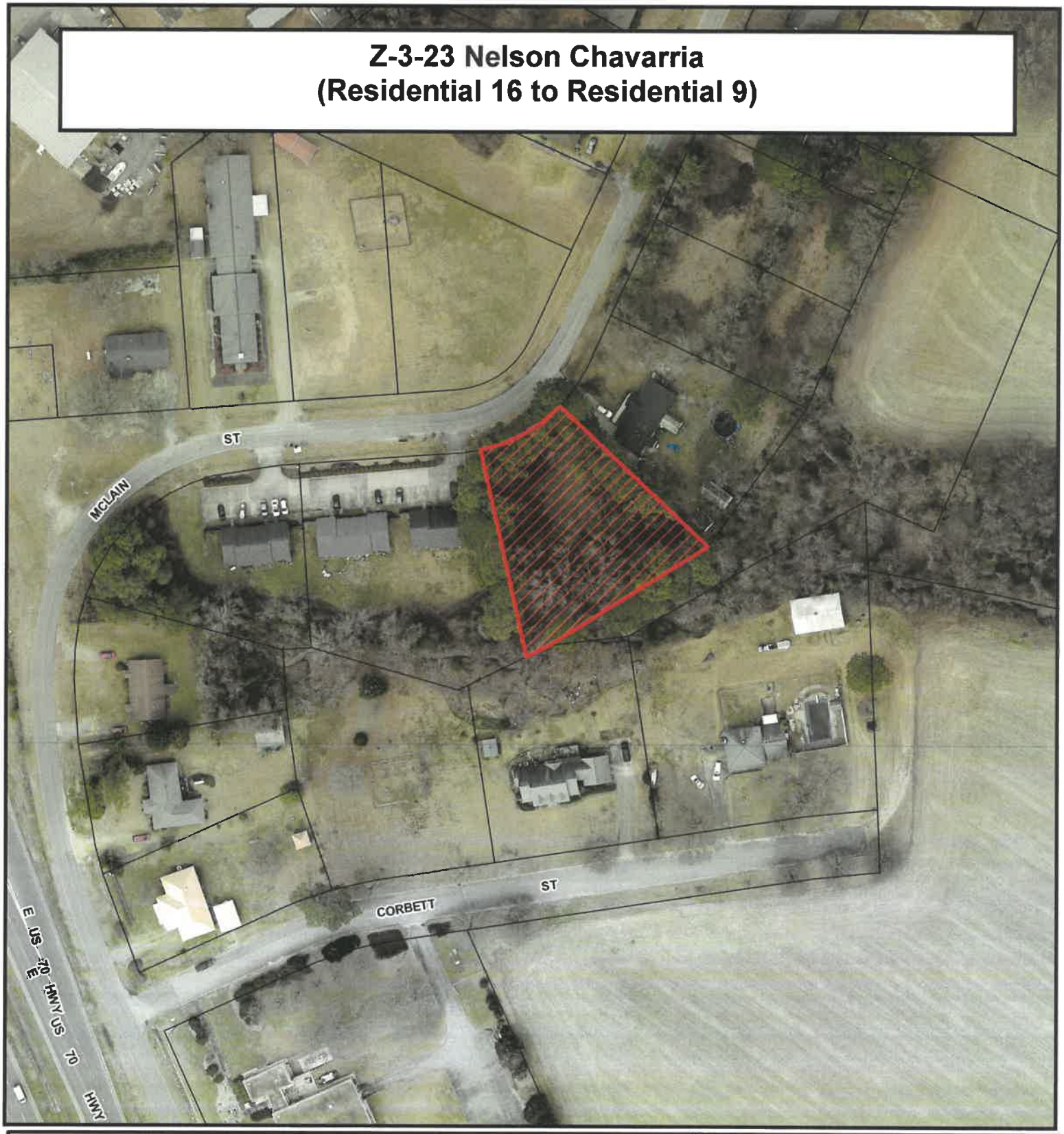
Yes 5 No _____

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the Commercial land use designation and finds that this rezoning, if executed, would have a negative impact on the public. The City of Goldsboro Planning Commission deems this proposed rezoning to not be appropriate and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

# Z-3-23 Nelson Chavarria
# (Residential 16 to Residential 9)




***REZONING REQUEST:***

***CASE NO:*** Z-3-23
***APPLICANT:*** Nelson Chavarria
***REQUEST:*** (R16 - R9)
***LOCATION:*** South side of McLain St. off of Central Height Rd.

***PIN #:*** 3519738942

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**ORDINANCE NO. 2023 – 14**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE LAND USE MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, April 3, 2023**, at 7:00 p.m., for the purpose of considering and discussing the passing of an ordinance amending the Official Zoning Map and the Comprehensive Land Use Map of the City of Goldsboro, North Carolina, and the Planning Commission voted to recommend approval on **Monday, March 27, 2023**; and,

WHEREAS, Charles R. Covar has submitted a petition to rezone Tax Parcel 3519738942 from the Residential 16 Zoning District to the Residential 9 Zoning District; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed rezoning area in the Commercial land use designation; and,

WHEREAS, the proposed Residential 9 Zoning District is inconsistent with the Commercial land use designation; and,

WHEREAS, the Residential 9 Zoning District is designed to accommodate both single-family and multi-family residential uses and to prohibit all activities of a commercial nature; and,

WHEREAS, there is an adjacent Residential 9 Zoning District; and,

WHEREAS, the subject property's size limits the density in which it may be developed; and,

WHEREAS, if the subject property is utilized for multi-family development, the density at which it may be developed would have a minimal impact, if any, on adjacent properties; and,

WHEREAS, the proposed rezoning request is reasonable and, in the public's best interest since the proposed rezoning classification will not impair or injure the health, safety, and general welfare of the public; 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 Official Zoning Map and Comprehensive Land Use Map of the City of Goldsboro 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 Official Zoning Map and Comprehensive Land Use Map of Goldsboro, North Carolina, be and the same is hereby amended by changing:

**From Residential 16 to the Residential 9 Zoning District**

**From the Commercial Land Use Map designation to the High-Density Residential designation.**

**Z-3-23 Nelson Chavarria (Residential 16 to Residential 9)**

**Wayne County Tax Identification Number: 3519738942**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item I

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 PLANNING COUNCIL MEETING**

SUBJECT: **PLANNING COMMISSION REVIEW & RECOMMENDATION**
**Z-4-23 SOS Management Inc. (Residential 20A to Residential 12)** – East of Piedmont Airline Rd. off of Thel Dr.

ADDRESS: Piedmont Airline Rd.

PARCEL #: 3518758167

PROPERTY OWNER/APPLICANT: David Simmons

BACKGROUND: The applicant is requesting a rezoning from the Residential 20 A Zoning District (R-20A) to the Residential 12 (R-12) Zoning District. The purpose of the Residential 12 (R-12) Zoning District is to accommodate both single-family and multi-family residential uses and to prohibit all activities of a commercial nature.

Access: Piedmont Airline Rd.

Area: 12.92 acres

SURROUNDING ZONING:

North: R-20 & R-12 within 200 feet

South: R-20A

East: R-20 & RM-9

West: R-20A & RM-9

Existing Use: Woodland

Land Use Plan: The City's Land Use Plan locates this parcel within the Low-Density Residential land use designation.

Low-Density Residential: This designation was given based off existing residential development patterns and constraints to development, as well as the location of infrastructure.

The Residential 12 (R-12) Zoning District is not identified as a corresponding district for the Low-Density Residential land use designation.

DISCUSSION: This is a rezoning proposal for a 12.92-acre parcel to be rezoned from the Residential 20A Zoning District (R-20A) to the Residential 12 (R-12) Zoning District. The subject property currently exists as a wooded lot. The adjacent uses are non-conforming & conforming manufactured homes and single-family dwellings. The difference between the R-20A district and the R-12 district is that the R-12 would allow the property to be utilized for multi-family purposes at a development density of 12,000 square feet for the first unit and 6,000 square feet for each subsequent unit. This has the potential to result in a significant increase in density. The maximum density that could potentially take place on the subject property would be between approximately 70-75 units (including open space in this calculation). If this property were to be subdivided for a subdivision there is the potential for 40-45 lots, depending on the arrangements of rights-of way, this number could be less. The property is not required to develop as multi-family or as a single-family subdivision due to this being a straight rezoning. This property is located within the ETJ and would be required to annex into the City of Goldsboro to receive water and sewer service.

TRC REVIEW: Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base and NCDOT. There were no comments or recommendations due to this being a straight rezoning request. Staff acknowledges this is within the DNL 70-74 noise contour and that the development of this property would be required to incorporate noise level reduction measures as identified in the City of Goldsboro UDO.

STAFF RECOMMENDATION: Staff is recommending approval of the rezoning request based on several factors. There is a Residential 12 Zoning District in very close proximity to the subject property which has been utilized for multi-family development. There is also sewer along Piedmont Airline Rd. which could be extended to support a higher density type of development on the subject property. The City of Goldsboro Comprehensive Land Use Plan also expresses that the development of vacant parcels accessible to water and sewer should be encouraged. Despite this parcel being identified as falling within the Low-Density Residential land use designation, the surrounding area has not developed as such, with the most recent development in this area being the multi-family development to the north occurring over 20 years ago. The rezoning of this property to a Residential 12 Zoning District would allow the opportunity for new types of high-density

development to occur. High density development could also cater to a situation where housing may be more affordable, due to smaller lot sizes/structures.

PLANNING COMMISSION RECOMMENDATION: The City of Goldsboro Planning Commission met on March 27, 2023, to review and make a recommendation regarding the rezoning request. The Planning Commission voted to adopt the consistency statement (attached) and recommend approval to City Council for the proposed rezoning. The vote was 5-0.

REQUIRED ACTION: Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the consistency statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Date: 3/28/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION**
**Z-4-23 SOS MANAGEMENT INC.**
**WORKSHEET**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the Low-Density Residential land use designation. The City of Goldsboro Planning Commission finds that the rezoning request is reasonable and in best public interest due to a Residential 12 Zoning District in the general vicinity and the fact this would meet a goal of the Comprehensive Land Use Plan of infill development on vacant parcels where water and sewer is available. The City of Goldsboro Planning Commission recommends approval to the City of Goldsboro City Council.

Voting Record for Recommendation:

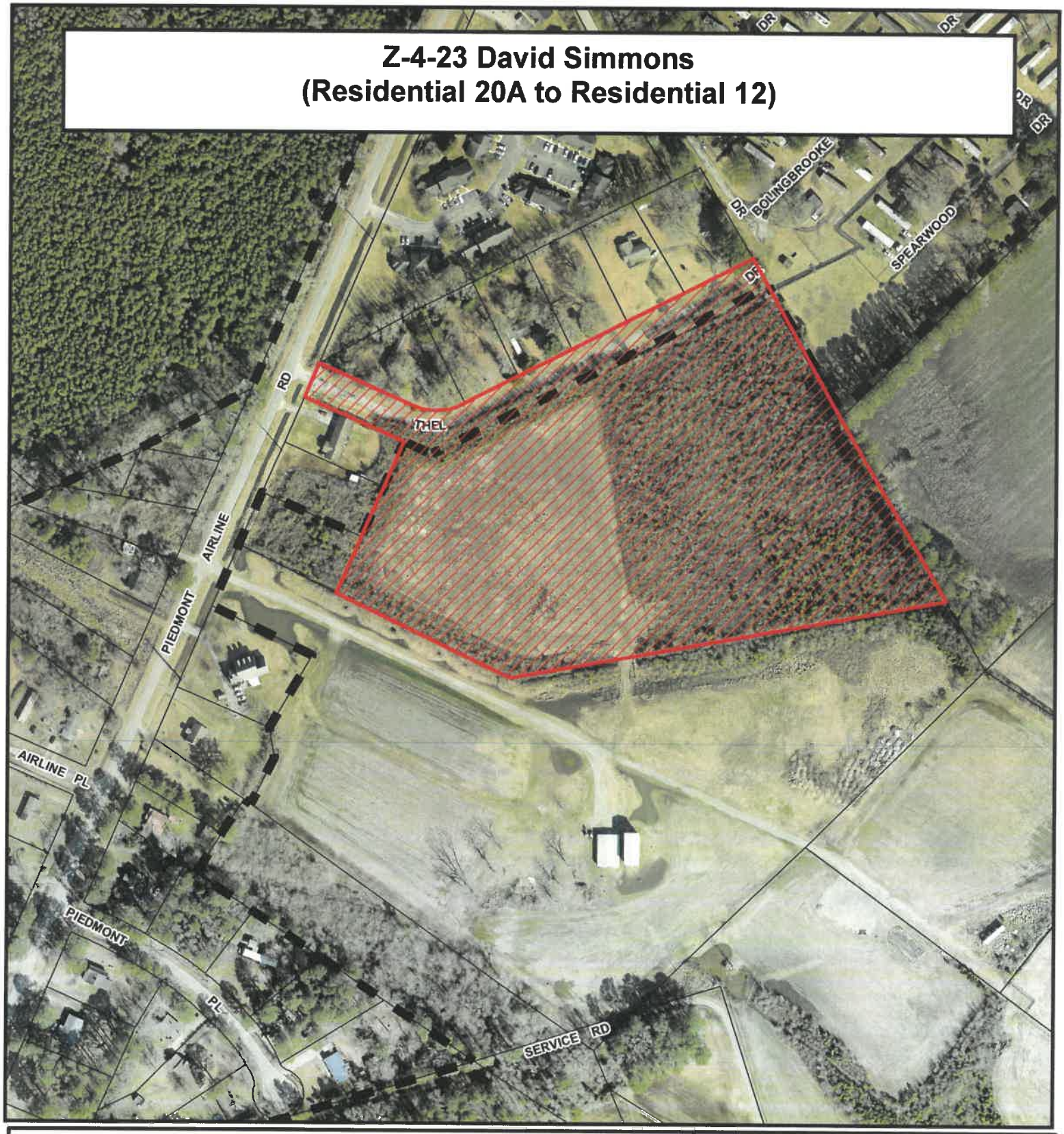
Yes 5 No _____

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the Low-Density Residential land use designation and finds that this rezoning, if executed, would have a negative impact on the public. The City of Goldsboro Planning Commission deems this proposed rezoning to not be appropriate and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

# Z-4-23 David Simmons
# (Residential 20A to Residential 12)




***REZONING REQUEST:***

***CASE NO:*** Z-4-23
***APPLICANT:*** David Simmons
***REQUEST:*** (R20A - R12)
***LOCATION:*** East of Piedmont Airline Rd. off of Thel Dr.

***PIN #:*** 3518758167

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**ORDINANCE NO. 2023 – 15**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE LAND USE MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, April 3, 2023**, at 7:00 p.m., for the purpose of considering and discussing the passing of an ordinance amending the Official Zoning Map and the Comprehensive Land Use Map of the City of Goldsboro, North Carolina, and the Planning Commission voted to recommend approval on **Monday, March 27, 2023**; and,

WHEREAS, David Simmons has submitted a petition to rezone Tax Parcel 3518758167 from the Residential 20A Zoning District to the Residential 12 Zoning District; and,

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed rezoning area in the Low-Density Residential land use designation; and,

WHEREAS, the proposed Residential 12 Zoning District is inconsistent with the Low-Density Residential land use designation; and,

WHEREAS, the Residential 12 Zoning District is designed to accommodate both single-family and multi-family residential uses and to prohibit all activities of a commercial nature; and,

WHEREAS, there is a Residential 12 Zoning District in the general vicinity; and,

WHEREAS, the Comprehensive Land Use Plan desires for infill development to occur on vacant parcels where water and sewer is available; and,

WHEREAS, the availability of water and sewer on Piedmont Airline Rd. make high-density development a possibility; and,

WHEREAS, the proposed rezoning request is reasonable and, in the public's best interest since the proposed rezoning classification will not impair or injure the health, safety, and general welfare of the public; 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 Official Zoning Map and Comprehensive Land Use Map of the City of Goldsboro 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 Official Zoning Map and Comprehensive Land Use Map of Goldsboro, North Carolina, be and the same is hereby amended by changing:

**From Residential 20A to the Residential 12 Zoning District**

**From the Low-Density Residential Land Use Map designation to the High-Density Residential designation.**

**Z-4-23 SOS Management Inc. (Residential 20A to Residential 12)**

**Wayne County Tax Identification Number: 3518758167**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item J

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 3, 2023 COUNCIL MEETING

SUBJECT: Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 111 N. Slocumb to Christopher Michael Jones

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

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

111 N. Slocumb Street
Offeror: Christopher Michael Jones
Offer: $3,500.00
Bid Deposit: $175.00
Parcel #: 51031 Pin #: 3509152348
Tax Value: $6,880.00 Zoning: R-9

The offer is at least 50% of the tax value of the property. The bid deposit of 5% has been received in the form of cash.

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

1. Accept or reject offer on 111 N. Slocumb Street.
2. If accepted, adopt attached resolution authorizing Finance to advertise for upset bids.

Date: 03/28/2023

Catherine F. Gwynn, Finance Director

Date: 3/28/23

Timothy M. Salmon, City Manager

**RESOLUTION NO. 2023 - 22**

**RESOLUTION AUTHORIZING UPSET BID PROCESS**

WHEREAS, the City of Goldsboro owns certain real property at **111 N. Slocumb Street (Pin #3509152348)**; and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of **$3,500.00 (Three Thousand Five Hundred and no/100)** submitted by **Christopher Michael Jones (Offeror)**; and

WHEREAS, Offeror has paid the required five percent (5%) deposit on his/her offer in the amount of **$175.00 (One Hundred Seventy Five Dollars and No/100)**;

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

1) The City council declares this property as surplus.
2) The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
3) The Finance Director shall cause a notice of the proposed sale to be published in a newspaper of general circulation within its jurisdiction. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
4) Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the office of the Finance Director at 200 N. Center Street, Goldsboro, NC 27530 during normal business hours within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Finance Director shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5) Upset offer and deposit shall be delivered in a sealed envelope. The written offer proposal must include the name of the person or business making the offer, address of said property, and Wayne County parcel identification number. The offer shall be signed by the individual or person with signature authority if a business entity. The outside of the sealed envelope should have the address of the property, the words "Upset Bid" and include the address of the Property.
6) The City of Goldsboro reserves the right to reject any or all offers at any time.
7) If a qualifying higher bid is received, the Finance Director shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
8) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that existing offer and five percent (5%) of the remainder of that existing offer.
9) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such, the return of the deposit will then be issued within 10 days of confirmation of clearing. The city will refund the deposit of the final high bidder at closing or apply to the sales price, as determined at the time of closing by the Finance Director.

10) Any Offeror's bid deposit shall be refunded if it is not the final high bidder; or if mutually agreeable terms cannot be settled upon if no upset bids are received, provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such. Refund will be issued within 10 days of confirmation of clearing.
11) The terms of the final sale are:
    a) City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed.
    b) Buyer must pay with cash at the time of closing.
    c) Buyer must pay closing costs.
12) The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
13) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this 3rd day of April, 2023.

David Ham, Mayor

Attest:

Laura Getz, City Clerk



I, Christopher Michael Jones would like to offer the

City of Goldsboro the sum of $3,500 for the

purchase of property at the following location:

Parcel: 3509152348

Street: 111 N Slocumb St.

Signed: Christopher Michael Jones

Date: 3/13/23

Name: Christopher Michael Jones

Address: 506 N. Hillcrest Dr. Apt. C Goldsboro, NC 27534

Phone: 336-964-9155

Email: mr.christopher.jones@outlook.com

Amount of Bid Deposit: $175

CITY OF GOLDSBORO
FINANCE DEPARTMENT

2023 MAR 13 PM 12:56

RECEIVED

**Christopher Michael Jones**
(336) 964-9155
102 S William St Apt E
Goldsboro, NC 27530-4852
mr.christopher.jones@outlook.com

270
[redacted]

3/13/ 2023

Pay to the Order of City of Goldsboro $ 175.00

One Hundred Seventy Five and 0/100 Dollars

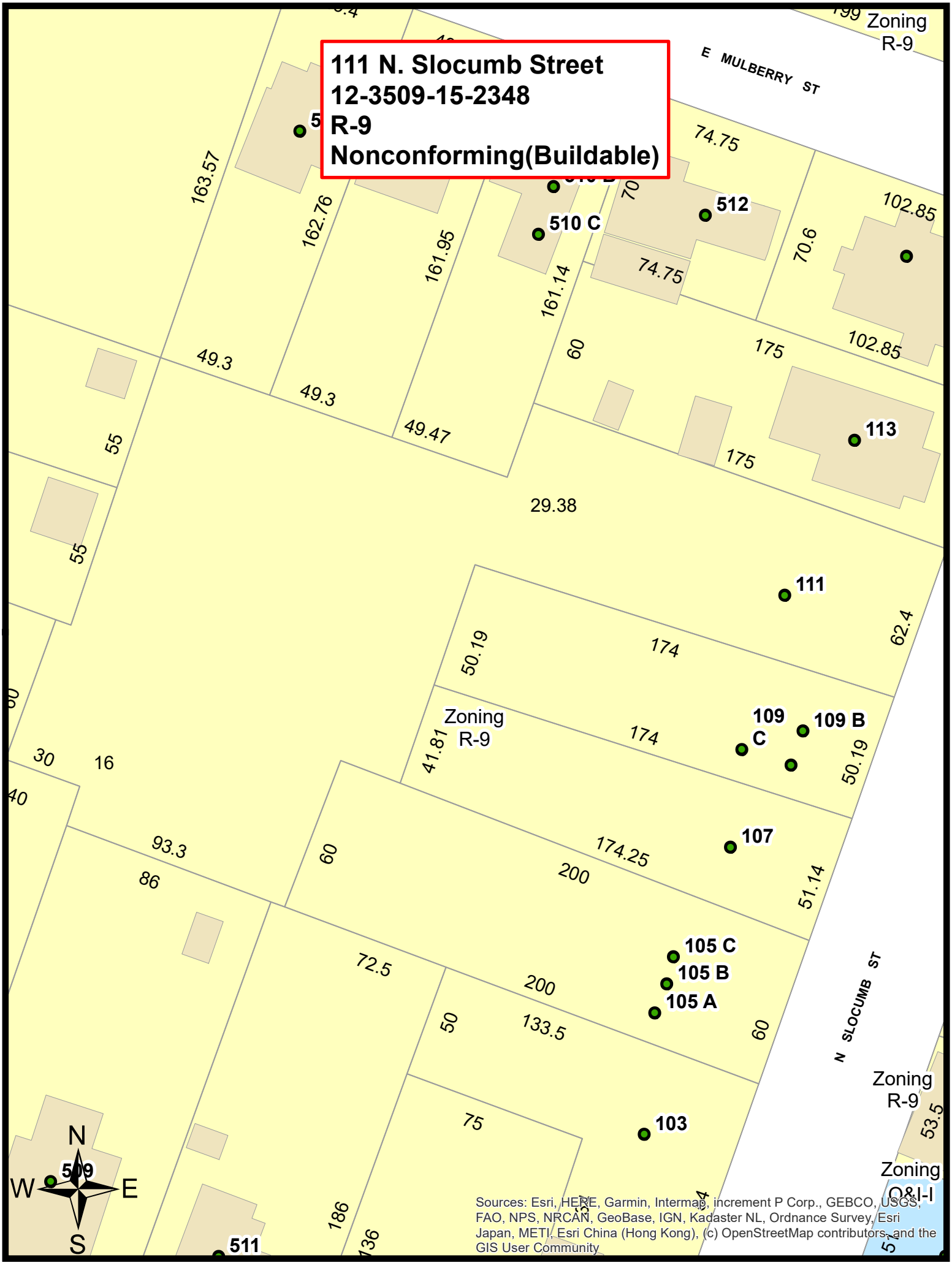
Security features are included. Details on back.

[redacted]

For 111 N Slocumb St Deposit

[redacted]

[redacted]


111 N. Slocumb Street
12-3509-15-2348
R-9
Nonconforming(Buildable)
E MULBERRY ST
N SLOCUMB ST
Zoning
R-9
Zoning
R-9
Zoning
R-9
Zoning
O&I-I
512
510 C
113
111
109
C
109 B
107
105 C
105 B
105 A
103
509
511
163.57
162.76
161.95
161.14
74.75
74.75
70
70.6
102.85
102.85
175
175
60
49.3
49.3
49.47
55
55
29.38
62.4
50.19
174
174
41.81
50.19
30
16
40
93.3
86
60
174.25
200
51.14
72.5
200
50
133.5
60
75
186
136
53.5
N
W
E
S
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**WAYNE COUNTY** **3/28/2023 12:45:19 PM**

**CITY OF GOLDSBORO**
111 N SLOCUMB ST
76121320

Return/Appeal Notes: **Parcel: 3509152348**
PLAT: / UNIQ ID 51031
ID NO: 12000026001014

COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100)
CARD NO. 1 of 1
Reval Year: 2019 Tax Year: 2023 SLOCUMB ST
1.0000 LT SRC=
Appraised by 60 on 01502 DOWNTOWN
TW-12 CI-01 FR-00 EX-5 AT- LAST ACTION 20170729

**CONSTRUCTION DETAIL**

| | |
|---|---|
| **TOTAL POINT VALUE** | |
| **BUILDING ADJUSTMENTS** | |
| TOTAL ADJUSTMENT FACTOR | |
| TOTAL QUALITY INDEX | |

**MARKET VALUE**

| USE | MOD | Eff. Area | QUAL | BASE RATE | RCN | EYB | AYB |
|---|---|---|---|---|---|---|---|
| 01 | 00 | | | | | | |

TYPE: SINGLE FAMILY RESIDENTIAL

STYLE:

**DEPRECIATION**

% GOOD

**CORRELATION OF VALUE**

CREDENCE TO

| | |
|---|---|
| **DEPR. BUILDING VALUE - CARD** | 0 |
| **DEPR. OB/XF VALUE - CARD** | 0 |
| **MARKET LAND VALUE - CARD** | 6,880 |
| **TOTAL MARKET VALUE - CARD** | 6,880 |
| **TOTAL APPRAISED VALUE - CARD** | 6,880 |
| **TOTAL APPRAISED VALUE - PARCEL** | 6,880 |
| **TOTAL PRESENT USE VALUE - PARCEL** | 0 |
| **TOTAL VALUE DEFERRED - PARCEL** | 0 |
| **TOTAL TAXABLE VALUE - PARCEL $** | 6,880 |

**PRIOR**

| | |
|---|---|
| BUILDING VALUE | 0 |
| OBXF VALUE | 0 |
| LAND VALUE | 6,880 |
| PRESENT USE VALUE | 0 |
| DEFERRED VALUE | 0 |
| TOTAL VALUE | 6,880 |

**PERMIT**

| CODE | DATE | NOTE | NUMBER | AMOUNT |
|---|---|---|---|---|

ROUT: WTRSHD:

**SALES DATA**

| OFF. RECORD BOOK | PAGE | DATE MO | YR | DEED TYPE | Q/U | V/I | INDICATE SALES PRICE |
|---|---|---|---|---|---|---|---|
| 02472 | 0801 | 9 | 2006 | WD | U | I | 0 |
| 02356 | 0572 | 9 | 2005 | WD | U | I | 0 |
| 01176 | 0086 | 8 | 1987 | WD | U | I | 35000 |
| 01022 | 0674 | 1 | 1982 | | U | I | 0 |

HEATED AREA

**NOTES**

HSE IN POOR CNDTN
COMB LT 25 TO LT 14 FOR
1989
CK'D 3/07-HSE GONE.

**SUBAREA**

| TYPE | GS AREA | % | RPL CS |
|---|---|---|---|
| **FIREPLACE** | | | |
| **SUBAREA TOTALS** | | | |

| CODE | QUALITY | DESCRIPTION | COUNT | LTH | WTH | UNITS | UNIT PRICE | ORIG % COND | BLDG# | SIZE FACT | AYB | EYB | ANN DEP RATE | OVR | % COND | OB/XF DEPR. VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TOTAL OB/XF VALUE** | | | | | | | | | | | | | | | | 0 |

**BUILDING DIMENSIONS**

**LAND INFORMATION**

| HIGHEST AND BEST USE | USE CODE | LOCAL ZONING | FRON TAGE | DEPTH | DEPTH / SIZE | LND MOD | COND FACT | OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT | ROAD TYPE | LAND UNIT PRICE | TOTAL LAND UNITS | UNT TYP | TOTAL ADJST | ADJUSTED UNIT PRICE | LAND VALUE | OVERRIDE VALUE | LAND NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0100 | 0100 | R-9 | 62 | 174 | 1.0500 | 2 | 1.0000 | | | 75.00 | 62.000 | FF | 1.050 | 78.75 | 4883 | | |
| 0100 | 0100 | R-9 | 0 | 0 | 1.0000 | 0 | 1.0000 | REAR | | 2,000.00 | 1.000 | LT | 1.000 | 2,000.00 | 2000 | | |
| **TOTAL MARKET LAND DATA** | | | | | | | | | | | | | | | | 6,880 | |
| **TOTAL PRESENT USE DATA** | | | | | | | | | | | | | | | | | |

Item K

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 3, 2023 COUNCIL MEETING

**REMOVED**

SUBJECT: Authorization of sale of jointly owned property for 200 N. Carolina Street (Norris Uzzell)

BACKGROUND: Wayne County has requested concurrence by the City Council for jointly owned city/county-owned property. The County conducted the sale under the upset bid process (NCGS §160A-269), and approved at the March 7, 2023 commissioners meeting.

DISCUSSION:

Buyer: Norris Uzzell
Sales Price: $2,000.00

200 N. Carolina Street
Tax Value: $3,320.00 Pin #: 2599773020

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

1. Adopt attached resolution declaring the property surplus and authorizing City officials to execute instruments necessary to transfer ownership for 200 N. Carolina Street to Norris Uzzell.

Date: 03/28/2023

Catherine F. Gwynn, Finance Director

Date: 3/29/23

Timothy M. Salmon, City Manager

**RESOLUTION NO. 2023- _____**

**RESOLUTION AUTHORIZING SALE OF SURPLUS REAL PROPERTY UNDER NCGS § 160A-269**

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain property, **200 N. Carolina Street (NC Pin #2599773020)**; and

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

WHEREAS, the County of Wayne has approved the sale at the March 7, 2023 Commissioners meeting and conducted the upset bid process; and

WHEREAS, the County has requested concurrence from the City on the sale for the winning offer in the amount of **$2,000.00 (Two Thousand Dollars and no/100)** from **Norris Uzzell.**

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

1) The City Council declares the properties as surplus.
2) The City Council authorizes the sale of the property described above through North Carolina General Statute §160A-269.
3) City Council further authorizes and empowers City officials to execute the instruments necessary to convey the property to the Offeror.
4) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this 3rd day of April, 2023.

_____
David Ham, Mayor

Attested by:

_____
Laura Getz, City Clerk

**NORTH CAROLINA**

**WAYNE COUNTY**

**RESOLUTION #2023-9: A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE**

**WHEREAS,** the County and the City of Goldsboro have acquired a property interest in the property located at 200 N. Carolina Street, Goldsboro, North Carolina, having parcel identification number of 2599773020 and being more particularly described in the deeds recorded in Deed Book 3561, Page 348 in the Office of the Register of Deeds for Wayne County ("Property"); and

**WHEREAS**, the County obtained an interest in this property through tax foreclosure proceedings; and

**WHEREAS,** the Staff Attorney and County Manager have recommended that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for these properties; and

**WHEREAS,** NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

**WHEREAS**, the County has received an offer to purchase the properties described above, in the amount of $2,000, submitted by Norris Uzzell; and

**WHEREAS**, Norris Uzzell has paid the required five percent (5%) deposit on its offer;

**NOW, THEREFORE BE IT RESOLVED** by the Wayne County Board of Commissioners that:

1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.

3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.

7. Staff shall notify the adjoining property owners of the sale via USPS first class mail so that they have the opportunity to bid on the property.

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

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to refer the matter to the City of Goldsboro by the City Council and, pending approval by said body, execute the instruments necessary to convey the property to Norris Uzzell.

Passed and adopted this the 7th day of March, 2023.

Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:

Carol Bowden, Clerk to the Board

SEAL OF WAYNE COUNTY FIAT JUSTITIA NORTH CAROLINA

PUBLIC NOTICE
SALE OF COUNTY PROPERTY

An offer of $2,000.00 has been submitted for the purchase of certain property owned by the County of Wayne located at 200 N. Carolina Street, Goldsboro, NC (Wayne County PIN 2599773020) more particularly described as follows:

200 N. Carolina Street, Goldsboro, NC (PIN: 2599773020)
BEGINNING at the Northeast intersection of Carolina Street and Mulberry Street, and runs Northwardly with Carolina Street 100 feet; thence Eastwardly and parallel with Mulberry Street 60 feet; thence Southwardly and parallel with Carolina Street 100 feet to Mulberry Street; thence Westwardly with Mulberry Street 60 feet to the beginning.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer and the required deposit to the Clerk to the Board of Commissioners, PO Box 227, Goldsboro, NC 27533 by 5:00 P.M. on March 21, 2023. At that time the Clerk to the Board shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer at least 10% of the first $1,000 and 5% of the remainder. A qualifying bid must raise the existing offer to an amount not less than $2,150.00.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If no other bids are made the original offer to purchase of $2,000.00 will be accepted.

Further information may be obtained at the Wayne County Staff Attorney's Office, 100 S. Ormond Ave., Goldsboro, NC or by telephone at (919) 705-1971 during normal business hours.

Andrew J. Neal
Wayne County Staff Attorney
PO Box 227
Goldsboro, NC 27533
(919) 705-1971
Run date: April 9, 2022


N Carolina St
W Mulberry St
58.5
165
227
55
207
104.1
208
105.45
84.18
83.45
205
110
74.13
21.45
120
507
60
84
50
505
201
59.05
503
201
D
C
B
A
413
100
60
47
140
22
30
26
210
118
64.19
75
92
403
407
405
54
103
Z
160
80
112
406
404
85.68

'AYNE COUNTY & CITY OF GOLDSBORO
)0 N CAROLINA ST
)266550

Return/Appeal Notes: **Parcel: 2599773020**
PLAT: / UNIQ ID 47355
ID NO: 12000068005001

COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100)
CARD NO. 1 of 1

eval Year: 2019 Tax Year: 2023 N CAROLINA ST
)praised by on 01702 WEST SIDE DOWNTOWN

1.0000 LT SRC=
TW-12 CI-01FR-00EX-2 AT- LAST ACTION 20201027

| CONSTRUCTION DETAIL | MARKET VALUE | | | | | | | | DEPRECIATION | CORRELATION OF VALUE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| OTAL POINT VALUE | | | | | | | | | | | |
| UILDING ADJUSTMENTS | USE | MOD | Eff. Area | QUAL | BASE RATE | RCN | EYB | AYB | | CREDENCE TO | |
| OTAL ADJUSTMENT | 08 | 00 | | | | | | | % GOOD | **DEPR. BUILDING VALUE - CARD** | 0 |
| \CTOR | | | | | | | | | | **DEPR. OB/XF VALUE - CARD** | 0 |
| OTAL QUALITY INDEX | | | | | | | | | | **MARKET LAND VALUE - CARD** | 3,320 |
| | | | | | | | | | | **TOTAL MARKET VALUE - CARD** | 3,320 |
| | | | | | | | | | | **TOTAL APPRAISED VALUE - CARD** | 3,320 |
| | | | | | | | | | | **TOTAL APPRAISED VALUE - PARCEL** | 3,320 |
| | | | | | | | | | | **TOTAL PRESENT USE VALUE - PARCEL** | 0 |
| | | | | | | | | | | **TOTAL VALUE DEFERRED - PARCEL** | 0 |
| | | | | | | | | | | **TOTAL TAXABLE VALUE - PARCEL $** | 3,320 |
| | | | | | | | | | | **PRIOR** | |
| | | | | | | | | | | BUILDING VALUE | 0 |
| | | | | | | | | | | OBXF VALUE | 0 |
| | | | | | | | | | | LAND VALUE | 3,320 |
| | | | | | | | | | | PRESENT USE VALUE | 0 |
| | | | | | | | | | | DEFERRED VALUE | 0 |
| | | | | | | | | | | TOTAL VALUE | 3,320 |

TYPE: MULTIPLE RESIDENCE

STYLE:

**PERMIT**

| CODE | DATE | NOTE | NUMBER | AMOUNT |
|---|---|---|---|---|

ROUT: WTRSHD:

**SALES DATA**

| OFF. RECORD BOOK | PAGE | DATE MO | YR | DEED TYPE | Q/U | V/I | INDICATE SALES PRICE |
|---|---|---|---|---|---|---|---|
| 03561 | 0348 | 10 | 2020 | WD | Q | V | 0 |
| 01044 | 0332 | 1 | 1983 | | U | I | 0 |

HEATED AREA

**NOTES**

field chk 10/25/12
very bad shape
standing, but thats it
P3-14 DEMO FOR 2015

| SUBAREA TYPE | GS AREA | % | RPL CS |
|---|---|---|---|
| IREPLACE | | | |
| UBAREA OTALS | | | |

| CODE | QUALITY | DESCRIPTION | COUNT | LTH | WTH | UNITS | UNIT PRICE | ORIG % COND | BLDG# | SIZE FACT | AYB | EYB | ANN DEP RATE | OVR | % COND | OB/XF DEPR. VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL OB/XF VALUE | | | | | | | | | | | | | | | | 0 |

**UILDING DIMENSIONS**

**AND INFORMATION**

| IGHEST ND BEST SE | USE CODE | LOCAL ZONING | FRON TAGE | DEPTH | DEPTH / SIZE | LND MOD | COND FACT | OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT | ROAD TYPE | LAND UNIT PRICE | TOTAL LAND UNITS | UNT TYP | TOTAL ADJST | ADJUSTED UNIT PRICE | LAND VALUE | OVERRIDE VALUE | LAND NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 | 0100 | R-6 | 60 | 100 | 0.8500 | 2 | 1.0000 | | | 65.00 | 60.000 | FF | 0.850 | 55.25 | 3315 | 0 | |
| OTAL MARKET LAND DATA | | | | | | | | | | | | | | | | 3,320 | |
| OTAL PRESENT USE DATA | | | | | | | | | | | | | | | | | |

Item L

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 3, 2023 COUNCIL MEETING

SUBJECT: Ratifying the Economic Development Agreements between the City of Goldsboro, WNB Landlord, LLC., and County of Wayne

BACKGROUND: The City of Goldsboro entered into an economic development agreement for a performance based loan on February 15, 2019 and an economic development agreement for a property tax grant on February 18, 2019 with WNB Landlord, LLC, a subsidiary of Rehab Development, Inc.

Rehab Development, Inc. completed a $13.9M historic rehabilitation project in April 2022. The project included six historic buildings, 10,900 sq. ft. of commercial, ready-to-lease space and 63 market rate residential units, successfully repurposing 67,000 sq. ft of formerly vacant, non-productive space.

The performance-based loan of $300,000 was distributed in three installments and forgiven after thresholds of performance were met and substantiated.

The property tax grant reduces the City property tax cost by 90% in years 1-5, 75% year 6, 60% year 7, 45% year 8, 30% year 9 and 15% year 10, for a total current estimated tax value grant of $469,463.

The original agreements were amended on June 15, 2020 and approved by Council. The amendment included updated official measurements and an increase in anticipated units from 55 to a minimum of 60. Staff is requesting that Council approve the resolution to ratify the agreements executed on February 15, 2019 and February 18, 2019, as well as the amended agreements executed on June 16, 2020.

DISCUSSION: Pursuant to General Statute 158-7.1, a public hearing was held on November 20, 2017. A resolution is not required, but preferred.

RECOMMENDATION: It is recommended that Council adopt a resolution ratifying the economic development agreement performance-based loan executed on February 15, 2019 and the economic development agreement property tax grant executed on February 18, 2019, as well as the amended agreements executed on June 16, 2020 between the City of Goldsboro, WNB Landlord, LLC., and the County of Wayne. The original executed agreements are attached.

Date: 3/29/23 Erin Fonseca, Downtown Development Director

Date: 3/30/23 Timothy Salmon, City Manager

**RESOLUTION NO. 2023 – 23**

**RESOLUTION RATIFYING THE ECONOMIC DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF GOLDSBORO, WNB LANDLORD, LLC., AND COUNTY OF WAYNE ON FEBRUARY 15, 2019, FEBRUARY 18, 2019, AND JUNE 16, 2020**

**WHEREAS,** the City of Goldsboro entered into an economic development agreement for a performance based loan on February 15, 2019 with WNB Landlord, LLC, a subsidiary of Rehab Development, Inc.; and

**WHEREAS**, the City of Goldsboro entered into an economic development agreement for a property tax grant on February 18, 2019 with WNB Landlord, LLC. and the County of Wayne; and

**WHEREAS,** the City of Goldsboro amended the agreements on June 15, 2020 to reflect updated official measurements and a minimum of 60 residential units; and

**WHEREAS,** the completed $13.9M project included the historic rehabilitation of six historic buildings, adding 63 market rate residential units, 10,900 sq. ft. of commercial space and putting 67,000 sq. ft. of property back into productive use; and

**WHEREAS,** the performance based loan of $300,000 was distributed in three installments and forgiven after thresholds of performance were met and substantiated; and

**WHEREAS,** the property tax grant reduces the City property tax cost by 90% in years 1-5, 75% year 6, 60% year 7, 45% year 8, 30% year 9 and 15% year 10, for a total current estimated tax value grant of $469,463; and

**WHEREAS,** a public hearing was held on November 20, 2017, however a resolution was not adopted prior to executing the economic development agreements.

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

1. Council hereby ratifies the economic development agreement for the performance-based loan approved February 18, 2019 and subsequently amended on June 15, 2020 between WNB Landlord, LLC and the City of Goldsboro.
2. The actions of the Mayor, City Clerk and Finance Director in executing the economic development agreement for the performance-based loan approved February 15, 2019 and subsequently amended on June 15, 2020 between WNB Landlord, LLC and the City of Goldsboro are hereby ratified.
3. Council hereby ratifies the economic development agreement for the property tax grant approved February 18, 2019 and subsequently amended on June 15, 2020 between WNB Landlord, LLC, the City of Goldsboro, and the County of Wayne.
4. The actions of the Mayor, City Clerk and Finance Director in executing the economic development agreement for the property tax grant approved February 18, 2019 and subsequently executed on June 16, 2020 between WNB Landlord, LLC, the City of Goldsboro, and the County of Wayne are hereby ratified.

This resolution shall be in full force and effect from and after the 3rd day of April 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION & URBAN REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND WNB LANDLORD, LLC

## AGREEMENT

This Agreement ("Agreement") is entered into effective as of February 15, 2019 (the "Agreement Date") by and between WNB Landlord, LLC, a North Carolina limited liability company (the "Company"), and the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City").

## RECITALS

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of at least fifty-five (55) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City adopted the 2007 Downtown Master Plan that set forth the City's interest and desirability to create private investments in the downtown area that helped it to achieve the public's established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City's existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior's Standards for Historic Preservation including the rehabilitation and/or improvement to the historic exterior façade of the Project's buildings; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the

form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne Country Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, "downtown revitalization projects." The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project for which it is providing a loan to be a "downtown revitalization project" of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones ("UPZs") to help stimulate investment and job creation in economically distressed urban areas and North Carolina's Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a "redevelopment area" because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, "programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area" may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project for which this loan is being made is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City deems the making of this loan and the rehabilitation of the Project, as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, and its citizens; and

WHEREAS, the City deems this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby the City will recoup its invested funds from revenue generated by improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ

classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Department of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes including rehabilitation and/or improvements to the historic exterior façade of the Project's buildings. The City hereby acknowledges that the terms of this Agreement, including specifically a forgiveness of indebtedness, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City and the Company for the establishment, use and outcome of the land and forgiveness of debt to assure this Project's implementation and the rehabilitation and/or improvements to the historic exterior façade of the Project's buildings.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

## TERMS AND CONDITIONS

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars ($7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars ($7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Disbursement of loan proceeds shall begin at the Company's written request as provided in Section II, below.

B. BUILD, OPEN AND OPERATE PROJECT.

1. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown Goldsboro.

2. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law.

3. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

4. Company agrees to maintain and operate all units within this Project at market-rate rental rates consistent with the then current market-rate level for downtown Goldsboro at such time as the Project receives a Certificate of Occupancy, unless otherwise agreed upon between the parties in writing amending this agreement.

II. CITY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City will provide a Three Hundred Thousand Dollar ($300,000.00) performance based loan to Company (the "Loan") paid out after certain Project performance measures are met and, provided that the provisions of this Agreement are met, the loan will be forgiven. Satisfaction of the promissory note and release and termination of the deed of trust will occur 10 years after the occurrence of the disbursement set forth in II. B.3. below and in accordance to Section III, Paragraph E of this Agreement. Prior to funding of the loan, the Company shall grant the City a subordinate lien on the properties, until specified in Section II, Paragraph B, Subparagraph 3. The City's lien shall be in the form of a Deed of Trust securing the indebtedness in a Promissory Note of even date therewith in form acceptable to both the City and the Company, which Deed of Trust shall be subordinate to all other purchase money and construction Deeds of Trust encumbering the Project resulting from the rehabilitation of the Project. The City agrees to execute all additional documentation required by the Company's investors and lenders to evidence the subordinate nature of the City's lien on the Project as to those Deeds of Trust incurred in the rehabilitation of the Project.

A. In consideration of the Company's agreement to conduct the Project and to subject the Project to the covenants contained in "Exhibit A", the City will provide the Loan pursuant to the terms set forth in Section B to the Company.

B. The Loan shall be distributed in three installments of One Hundred Thousand and No/100 Dollars ($100,000.00) each during the course of construction. Each disbursement shall be issued only after the Company provides a written request for the specific installment, along with the enumerated approval, permit or certificate documentation to the Project Coordinator at the address listed in Section IX. The disbursement of the Loan will be paid out as described below.

1. The first disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made upon approval of the Company's construction plans and issuance of a building permit by the City for rehabilitation of two of the properties located at 135 W. Walnut Street and 139 W. Walnut Street.

2. The second disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made upon acknowledgment by the Company and the City Inspections Department that the rehabilitation of 135 W. Walnut Street and

139 W. Walnut Street have reached 50% of the total project construction and that the Company has submitted construction plans and received building permits for the remaining four properties, located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street.

3. The third and final disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made when Company has received a Certificate of Occupancy for each of the Project properties within the Project Scope, in fulfillment of the Three Hundred Thousand and N0/100 Dollar ($300,000.00) incentive.

C. In no case shall the City make any disbursement of funds for any year and any subsequent year during which the Company ceases operations ("ceases operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

III. REDUCTION, RECAPTURE AND CESSATION OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time a loan disbursement is to be made, the City may set off from any disbursement amount(s) so owed by Company to City.

B. TIMELINE FOR INVESTMENT.

1. The Investment in the Project by the Company must be made no later than the Investment Date. All written disbursement requests must be submitted not later than fifteen (15) days prior to the Investment Date.

2. If for any reason Company fails to invest at least Seven Million Nine Hundred Thousand Dollars ($7,900,000), or any part thereof by the Investment Date, the City will have no further responsibility to make loan disbursements after the Investment Date.

C. If Company ceases to operate any property constituting the Project at any time within ten years of the effective date of this Agreement, then Company shall not be entitled to any further loan disbursements otherwise due the Company under this Agreement.

D. The City is not required to make any loan disbursements to Company at any time after any public announcement by Company of its plan to cease operations at the Project or at any time after Company or any of its affiliates owning the Project file bankruptcy.

E. If the Company, at its election, either ceases operations at any Property constituting the Project or otherwise ceases to use the Project for the purposes contemplated herein, in either case within ten years after the issuance of a Certificate of Occupancy for the last building included in the Project (the "Final CO Date"), for any reason other than nonperformance by the City of its covenants under this Agreement, then, at the City's request, the Company shall refund to the City a percentage of the Loan previously funded to the Company, in each case depending on the year after the Final CO Date in which the Company ceases operations at any of the properties constituting the Project, as determined by the following:

| | |
|---|---|
| Year 0-2: | 100% |
| Year 3-4: | 85% |
| Year 5-6: | 50% |
| Year 7-8: | 35% |
| Year 9-10: | 15% |

F. The provisions of this Section III shall survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City, and its officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement, in connection with the Loan or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City has not designed the Project, that the City has not supplied any plans or specifications with respect thereto and that the City: (a) is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury

or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

The provisions of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate ten (10) years after the Final CO Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. REPRESENTATIONS.

***The Company represents as of the date of this Agreement as follows:***

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

F. The City shall be obligated to make each Loan payment(s) to Company within six (6) months of the completion of the performance measure required for such Loan payment as set forth in Section II.B. of this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR

INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. ROOFTOP USE AND ACCESS. Company shall allow City and/or City's designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by City and/or City's designee of an antenna(s) and related equipment for future use by City and/or City's designee. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City within thirty (30) days of City's reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's requirement to obtain such consent. Prior to installation, City shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and/or City's designee reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and/or City's designee shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City and Company agree to engage in good faith negotiations for an extension, at City's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.
Attn: Kelly M. Otis
110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

City Manager
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

With copy to:

City Attorney
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

Requests for Disbursements to:

Downtown Development Office
ATTENTION: Incentive Grants Payment Request
219 N. John Street
Goldsboro, NC 27530

With a copy to:

Finance Director
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC 27533/27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and

void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

***[Signature Follow on the Following Pages]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

**WNB LANDLORD, LLC**

By: Patrick Reilly
Patrick Reilly, Managing Member

Date: 3/5/2019

**CITY:**

**CITY OF GOLDSBORO**

By: _____
Melissa Corser, City Clerk

By: _____
Chuck Allen, Mayor

Date: 2-15-2019

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Catherine Gwynn, Finance Director
City of Goldsboro, North Carolina

Date: 2/15/2019

Exhibit A

COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the "City") and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the "Company") both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the "Covenants"):

1. These Covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those Covenants.

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as such term is defined in the Agreeement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabiliation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.

4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Final CO Date, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successor in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successors in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall

repay to the City and County of Wayne (the "County") any incentives funded to the Company pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.

9. For a period of ten (10) years from the Final CO Date, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.

10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilition Standards.

11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.

14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings located thereon are habitable. Addressing

these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.

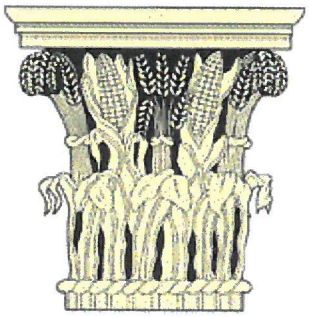
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

The Secretary of the Interior's Standards for Rehabilitation

North Carolina
State Historic Preservation Office
Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION & URBAN REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOLDSBORO, COUNTY OF WAYNE AND WNB LANDLORD, LLC

**AGREEMENT**

This Agreement ("Agreement") is entered into effective as of February 25, 2019 (the "Agreement Date") by and between WNB Landlord, LLC, a North Carolina limited liability company (the "Company"), the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City") and the County of Wayne, North Carolina, a body politic and political subdivision of the State of North Carolina (the "County").

**RECITALS**

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of at least fifty-five (55) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City adopted the 2007 Downtown Master Plan that set forth the City's interest and desirability to create private investments in the downtown area that helped it to achieve the public's established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City's existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior's Standards for Historic Preservation; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne Country Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, "downtown revitalization projects." The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project to be a "downtown revitalization project" of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones ("UPZs") to help stimulate investment and job creation in economically distressed urban areas and North Carolina's Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a "redevelopment area" because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, "programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area" may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City and County deem the grant provided to the Project as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, the County and their citizens; and

WHEREAS, the City and County deem this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby both governmental bodies will recoup their invested funds from revenue generated by

improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the County Board of Commissioners held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 21, 2017; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Department of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes. The City and County hereby acknowledge that the terms of this Agreement, including specifically a grant based on certain performance measures that may result in the reimbursement of a portion of property taxes, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City and County to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City, County and Company for the establishment, use and outcome of the incentive grant payments provided by the City and the County (the "Grant") to assure this Project's implementation.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

## TERMS AND CONDITIONS

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars ($7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars ($7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Funding of the Grant shall begin at the Company's written request as provided in Section II, below.

B. BUILD, OPEN AND OPERATE PROJECT. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown Goldsboro. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and

traditional for Company's business or as provided by law. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

C. LANDMARK STATUS. As long as the Properties meet the applicable requirements for local historic landmark status and any of the Properties are designated a local historic landmark by the historic preservation commission in accordance with North Carolina law, the City and County will confer the maximum property tax benefit of such status, not to exceed a 50% property tax deferment, to the Company for each of such Properties as are designated a local historic landmark. Local historic landmark status shall be designated on an individual property basis and shall not be conferred on the Project as a whole. The property tax benefit shall only be applicable to such Properties making up the Project which meet the applicable requirements for said local historic landmark status.

II. CITY/COUNTY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City and County will begin funding the Grant to Company after certain Project performance measures are met, as set forth in Section II. A hereof.

A. The Grant funding shall begin the first year the Project is placed in service and a Certificate of Occupancy has been issued (the "Base Year") and the Company presents copies of the Wayne County Tax Assessor's listing of tax value for the Project Properties to the persons whom notice must be given in Section X (the "Contacts") along with a request that the incentive payments begin. Company shall update this information at least annually on the anniversary date of the first notification that the investment has been made for the term of this Agreement. Company will promptly provide to the Contacts such information evidencing compliance with this requirement as the City or County may request.

1. The City and County agree to fund the Grant to Company, for a term of ten (10) years beginning in the Base Year.

2. The Grant payments shall be calculated based on the Assessed Valuation of the applicable real property for the applicable tax year as paid multiplied in accordance with the table below.

| **COUNTY** | Year 1 to 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|
| Assessed Valuation for applicable Tax Year multiplied by: | 0.006635 X 90% | 0.006635 X 75% | 0.006635 X 60% | 0.006635 X 45% | 0.006635 X 30% | 0.006635 X 15% |

| **CITY** | Year 1 to 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|
| Assessed Valuation for applicable Tax | 0.0065 X 90% | 0.0065 X 75% | 0.0065 X 60% | 0.0065 X 45% | 0.0065 X 30% | 0.0065 X 15% |

| | | | | | | |
|---|---|---|---|---|---|---|
| Year multiplied by: | | | | | | |

(i) "Assessed Valuation" means the Wayne County Tax Assessor's official valuation of the applicable real property and improvements thereon for property taxation purposes, subject to the Wayne County's customary verification procedures and valuation procedures for subsequent years.

(ii) The 0.006635 number set forth above is the current ad valorem County tax rate. The 0.0065 number set forth above is the current ad valorem City tax rate. The number is subject to change based on the actual tax rates for the applicable year in which each Grant payment is calculated and paid.

(iii) "Tax Year" means the calendar year preceding the payment of an annual Grant payment. For instance, for a 2015 investment, the increase in a property's value will be captured by the Tax Assessor in 2016 values (January 1, 2016). Ad valorem taxes are billed each August and are due without penalty by the following January 6.

3. Each of the parties agree that calculation of the incentives is based on the Assessed Valuation of the Properties. If the Assessed Value of the Properties (or any part of them) is disputed by the Company, its agents, employees or lawyers, then this Agreement shall be tolled provided that the Company notifies the City and County in writing that it has made such appeal, until the Assessed Value is determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City and County the dispute of the Assessed Valuation has been resolved.

4. The City and County will each pay the Grant to Company in each of the first ten years, as outlined above, in which Company pays taxes for real property located within the Project, provided that the provisions of this Section II have been met and that Company has requested such Grant payment in writing (including written proof of payment of its City and County ad valorem property taxes for the year for which the Company is seeking the Grant). The City, County and Company each are entitled to receive from one another such public records related to the Company's real property investment in the Project as each may reasonably request.

5. Upon receipt of a written request from the Company, no later than March 31 of the Base Year, the City and County shall pay the first annual Grant payment to the Company , provided that the data requested under this Section II is verified by City and County staff. City staff may request and are entitled to receive any documents Company gave or showed to the County to allow the County to ascertain the values of the Properties for tax purposes. The real property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive

and final determination of the Investment made by the Company; provided, that the Company does not waive any rights it may have to challenge any assessment under the City's or County's standard procedures and processes. The City and County shall not make any Grant payments based on the values of disputed investments. The City and County shall make the Grant payments in subsequent years provided that Company has met all of the requirements for each successive year as set forth herein and submits documents as required in Section IX.C. accompanied by a request for payment.

6. In no event will the Grant payment for any year exceed 90% of the City or County ad valorem property taxes paid by the Company with respect to the Properties for the corresponding year. In no case shall the City or County make any Grant payment(s) for any year and any subsequent year during which the Company ceases operations. "Ceases Operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant residential or commercial spaces within the improvements on the Properties for tenancy, (ii) failing to maintain the improvements on the Properties to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for any residential premises located on the Properties, (iv) failing to maintain any commercial premises located on the Properties applicable minimum standards for use, (v) allowing any improvements to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any improvements on the Properties to be labeled as demolition by neglect under applicable City ordinances or zoning code).

III. REDUCTION AND CESSATION OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City or County by Company related to the Project at the time a Grant payment is to be paid, the City and County may set off from any Grant any amount(s) so owed by Company to City or County.

B. The Investment in the Project by Company must be made by the Investment Date. If, for any reason, Company fails to invest at least Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), or any part thereof by the Investment Date, the City and County will have no further responsibility to pay the Grant.

C. The City and County are not required to make any Grant payments to Company at any time after any public announcement by Company of its plan to cease operations at the Project.

D. The City and County are not required to make any Grant payments to Company at any time after Company or any of its affiliates owning the Project file bankruptcy. Any obligation of the City and County to participate in any further grants associated with the Project shall be terminated.

E. The provisions of this Section III shall survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City and County, and their officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City or County. The City and County agree that none of the foregoing shall be construed to release the City or County from the obligations it has undertaken elsewhere in this Agreement, in connection with the Grant or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City and County have not designed the Project, that the City and County have not supplied any plans or specifications with respect thereto and that the City and County: (a) are not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities, (b) have not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) have not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City and County make no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City/County and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City and County.

The provision of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate after the City and County have made the last of the Grant payments required by this Agreement. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no

further obligations hereunder or pursuant to this Agreement from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City and County, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City and County; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. REPRESENTATIONS.

***The Company represents as of the date of this Agreement as follows:***

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions

contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

***The County represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the County (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the County's knowledge, there is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the County's knowledge at the time of execution of this Agreement, the County is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the County's knowledge at the time of execution of this Agreement, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. ROOFTOP USE AND ACCESS. Company shall allow City and County and/or their designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by each of an antenna(s) and related equipment for future use by City and/or County. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and/or County and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City and/or County within thirty (30) days of a reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's and County's requirement to obtain such consent. Prior to installation,

City or County shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and County, or their designee, reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and County, or their designee, shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City, County, and Company agree to engage in good faith negotiations for an extension, at City's and County's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City and County an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.

Attn: Kelly M. Otis
110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

City Manager
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

With copy to:

City Attorney
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

Requests for Disbursements to:

Downtown Development Office
ATTENTION: Incentive Grants Payment Request
219 N. John Street
Goldsboro, NC 27530

With a copy to:

Finance Director
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC 27533/27530

If to the County:

County Manager
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

With a copy to:

County Attorney
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

Requests for Grants to:

Tax Administrator
Attn: Incentive Grants Payment Request
224 E Walnut Street

Goldsboro, NC 27530

Finance Director
Attn: Incentive Grants Payment Request
224 E Walnut Street
Goldsboro, NC 27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and

void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

***[Signature Follow on the Following Pages]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

**WNB LANDLORD, LLC**

By: Patrick Reilly
Patrick Reilly, Managing Member

Date: 3/25/2019

**CITY:**

**CITY OF GOLDSBORO**

By: _____
Melissa Corser, City Clerk

By: _____
Chuck Allen, Mayor

Date: 2/18/2019

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Catherine Gwynn , Finance Director
City of Goldsboro, North Carolina

Date: 2/18/2019

**COUNTY:**

**COUNTY OF WAYNE**

By: Carol Bowden
Name: Carol Bowden
Title: Clerk to the Board

By: A. Joe Gurley III
A. Joe Gurley III, Chairman County Commissioners

Date: 3-6-19

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Allison W. Speight
Allison Speight, Finance Director
County of Wayne, North Carolina

Date: 3-6-19

## Exhibit A

### COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the "City") and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the "Company") both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the "Covenants"):

1. These Covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those Covenants.

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as defined in the Agreement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabiliation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.

4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Base Year, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successors in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successor in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County of Wayne (the "County") any incentives funded to the Company

pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such Agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.

9. For a period of ten (10) years from the date of the recordation of this Agreement, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.

10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilition Standards.

11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.

14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings located thereon are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does

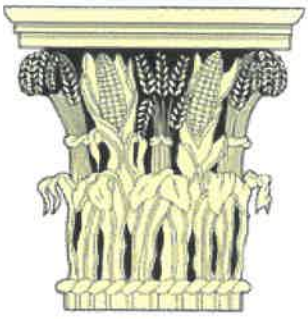
not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.

15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina
State Historic Preservation Office
Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION & URBAN REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND WNB LANDLORD, LLC

**AGREEMENT**

This Agreement ("Agreement") is entered into effective as of June 16, 2020 (the "Agreement Date") by and between WNB Landlord, LLC, a North Carolina limited liability company (the "Company"), and the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City").

**RECITALS**

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of ~~at least fifty-five (55)~~ not less than sixty (60) apartments and ~~twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space affecting ~~over sixty-eight thousand (68,000)~~ approximately sixty-seven thousand (67,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City adopted the 2007 Downtown Master Plan that set forth the City's interest and desirability to create private investments in the downtown area that helped it to achieve the public's established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City's existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior's Standards for Historic Preservation including the rehabilitation and/or improvement to the historic exterior façade of the Project's buildings; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne Country Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, "downtown revitalization projects." The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project for which it is providing a loan to be a "downtown revitalization project" of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones ("UPZs") to help stimulate investment and job creation in economically distressed urban areas and North Carolina's Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a "redevelopment area" because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, "programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area" may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project for which this loan is being made is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City deems the making of this loan and the rehabilitation of the Project, as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, and its citizens; and

WHEREAS, the City deems this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby the

City will recoup its invested funds from revenue generated by improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Department of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes including rehabilitation and/or improvements to the historic exterior façade of the Project's buildings. The City hereby acknowledges that the terms of this Agreement, including specifically a forgiveness of indebtedness, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City and the Company for the establishment, use and outcome of the land and forgiveness of debt to assure this Project's implementation and the rehabilitation and/or improvements to the historic exterior façade of the Project's buildings.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

## TERMS AND CONDITIONS

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars ($7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually

recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars ($7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Disbursement of loan proceeds shall begin at the Company's written request as provided in Section II, below.

B. BUILD, OPEN AND OPERATE PROJECT.

1. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including ~~at least fifty-five (55)~~ not less than sixty (60) apartment units and the creation of ~~at least twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space, affecting approximately ~~sixty-eight thousand (68,000)~~ sixty seven thousand (67,000) square feet of historic square footage in downtown Goldsboro.

2. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include

landscaping and other appurtenances necessary and traditional for Company's business or as provided by law.

3. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

4. Company agrees to maintain and operate all units within this Project at market-rate rental rates consistent with the then current market-rate level for downtown Goldsboro at such time as the Project receives a Certificate of Occupancy, unless otherwise agreed upon between the parties in writing amending this agreement.

II. CITY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City will provide a Three Hundred Thousand Dollar ($300,000.00) performance based loan to Company (the "Loan") paid out after certain Project performance measures are met and, provided that the provisions of this Agreement are met, the loan will be forgiven. Satisfaction of the promissory note and release and termination of the deed of trust will occur 10 years after the occurrence of the disbursement set forth in II. B.3. below and in accordance to Section III, Paragraph E of this Agreement. Prior to funding of the loan, the Company shall grant the City a subordinate lien on the properties, until specified in Section II, Paragraph B, Subparagraph 3. The City's lien shall be in the form of a Deed of Trust securing the indebtedness in a Promissory Note of even date therewith in form acceptable to both the City and the Company, which Deed of Trust shall be subordinate to all other purchase money and construction Deeds of Trust encumbering the Project resulting from the rehabilitation of the Project. The City agrees to execute all additional documentation required by the Company's investors and lenders to evidence the subordinate nature of the City's lien on the Project as to those Deeds of Trust incurred in the rehabilitation of the Project.

A. In consideration of the Company's agreement to conduct the Project and to subject the Project to the covenants contained in "Exhibit A", the City will provide the Loan pursuant to the terms set forth in Section B to the Company.

B. The Loan shall be distributed in three installments of One Hundred Thousand and No/100 Dollars ($100,000.00) each during the course of construction. Each disbursement shall be issued only after the Company provides a written request for the specific installment, along with the enumerated approval, permit or certificate documentation to the Project Coordinator at the address listed in Section IX. The disbursement of the Loan will be paid out as described below.

1. The first disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made upon approval of the Company's construction plans and issuance of a building permit by the City for rehabilitation of two of the properties located at 135 W. Walnut Street and 139 W. Walnut Street.

2. The second disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made upon acknowledgment by the Company and the City Inspections Department that the rehabilitation of 135 W. Walnut Street and 139 W. Walnut Street have reached 50% of the total project construction and that the Company has submitted construction plans and received building permits for the remaining four properties, located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street.

3. The third and final disbursement of One Hundred Thousand and No/100 Dollars ($100,000.00) will be made when Company has received a Certificate of Occupancy for each of the Project properties within the Project Scope, in fulfillment of the Three Hundred Thousand and N0/100 Dollar ($300,000.00) incentive.

C. In no case shall the City make any disbursement of funds for any year and any subsequent year during which the Company ceases operations ("ceases operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

III. REDUCTION, RECAPTURE AND CESSATION OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time a loan disbursement is to be made, the City may set off from any disbursement amount(s) so owed by Company to City.

B. TIMELINE FOR INVESTMENT.

1. The Investment in the Project by the Company must be made no later than the Investment Date. All written disbursement requests must be submitted not later than fifteen (15) days prior to the Investment Date.

2. If for any reason Company fails to invest at least Seven Million Nine Hundred Thousand Dollars ($7,900,000), or any part thereof by the Investment Date, the City will have no further responsibility to make loan disbursements after the Investment Date.

C. If Company ceases to operate any property constituting the Project at any time within ten years of the effective date of this Agreement, then Company shall not be entitled to any further loan disbursements otherwise due the Company under this Agreement.

D. The City is not required to make any loan disbursements to Company at any time after any public announcement by Company of its plan to cease operations at the Project or at any time after Company or any of its affiliates owning the Project file bankruptcy.

E. If the Company, at its election, either ceases operations at any Property constituting the Project or otherwise ceases to use the Project for the purposes contemplated herein, in either case within ten years after the issuance of a Certificate of Occupancy for the last building included in the Project (the "Final CO Date"), for any reason other than nonperformance by the City of its covenants under this Agreement, then, at the City's request, the Company shall refund to the City a percentage of the Loan previously funded to the Company, in each case depending on the year after the Final CO Date in which the Company ceases operations at any of the properties constituting the Project, as determined by the following:

| | |
|---|---|
| Year 0-2: | 100% |
| Year 3-4: | 85% |
| Year 5-6: | 50% |
| Year 7-8: | 35% |
| Year 9-10: | 15% |

F. The provisions of this Section III shall survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City, and its officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement, in connection with the Loan or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City has not designed the Project, that the City has not supplied any plans or specifications with respect thereto and that the City: (a) is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has

been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

The provisions of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate ten (10) years after the Final CO Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. REPRESENTATIONS.

***The Company represents as of the date of this Agreement as follows:***

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

F. The City shall be obligated to make each Loan payment(s) to Company within six (6) months of the completion of the performance measure required for such Loan payment as set forth in Section II.B. of this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING

OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. ROOFTOP USE AND ACCESS. Company shall allow City and/or City's designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by City and/or City's designee of an antenna(s) and related equipment for future use by City and/or City's designee. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City within thirty (30) days of City's reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's requirement to obtain such consent. Prior to installation, City shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and/or City's designee reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and/or City's designee shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City and Company agree to engage in good faith negotiations for an extension, at City's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.
Attn: Kelly M. Otis
110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

City Manager
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

With copy to:

City Attorney
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

Requests for Disbursements to:

Downtown Development Office
ATTENTION: Incentive Grants Payment Request
219 N. John Street

Goldsboro, NC 27530

With a copy to:

Finance Director
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC 27533/27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and void or

the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

Q. This Agreement is intended by the Parties and does hereby replace any agreements previously entered into by the parties on this development project, specifically the previous agreement dated Febraury 15, 2019.

***[Signature Follow on the Following Pages]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

**WNB LANDLORD, LLC**

By: _____
Patrick Reilly, Managing Member

Date: 7/1/2020

**CITY:**

**CITY OF GOLDSBORO**

By: _____
Melissa Capps, City Clerk

By: _____
Chuck Allen, Mayor

Date: June 17, 2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Catherine Gwynn, Finance Director
City of Goldsboro, North Carolina

Date: 6/23/2020

Exhibit A

COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the "City") and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the "Company") both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the "Covenants"):

1. These Covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those Covenants.

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as such term is defined in the Agreeement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabiliation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.

4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Final CO Date, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successor in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successors in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall

repay to the City and County of Wayne (the "County") any incentives funded to the Company pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.

9. For a period of ten (10) years from the Final CO Date, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.

10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilition Standards.

11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.

14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may

need to be removed or encapsulated before the buildings located thereon are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.

15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina
# State Historic Preservation Office

Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION & URBAN REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF GOLDSBORO, COUNTY OF WAYNE AND WNB LANDLORD, LLC

**AGREEMENT**

This Agreement ("Agreement") is entered into effective as of June 16, 2020 (the "Agreement Date") by and between WNB Landlord, LLC, a North Carolina limited liability company (the "Company"), the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City") and the County of Wayne, North Carolina, a body politic and political subdivision of the State of North Carolina (the "County").

**RECITALS**

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of ~~at least fifty-five (55)~~ not less than sixty (60) apartments and ~~twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space affecting ~~over sixty-eight thousand (68,000)~~ approximately sixty-seven thousand (67,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City adopted the 2007 Downtown Master Plan that set forth the City's interest and desirability to create private investments in the downtown area that helped it to achieve the public's established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City's existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior's Standards for Historic Preservation; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne Country Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, "downtown revitalization projects." The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project to be a "downtown revitalization project" of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones ("UPZs") to help stimulate investment and job creation in economically distressed urban areas and North Carolina's Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a "redevelopment area" because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, "programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area" may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City and County deem the grant provided to the Project as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, the County and their citizens; and

WHEREAS, the City and County deem this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby both governmental bodies will recoup their invested funds from revenue generated by

improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the County Board of Commissioners held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 21, 2017; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Department of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes. The City and County hereby acknowledge that the terms of this Agreement, including specifically a grant based on certain performance measures that may result in the reimbursement of a portion of property taxes, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City and County to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City, County and Company for the establishment, use and outcome of the incentive grant payments provided by the City and the County (the "Grant") to assure this Project's implementation.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

## TERMS AND CONDITIONS

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars ($7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars ($7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Funding of the Grant shall begin at the Company's written request as provided in Section II, below.

B. BUILD, OPEN AND OPERATE PROJECT. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including ~~at least fifty-five (55)~~ not less than sixty (60) apartment units and the creation of ~~at least twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space, affecting approximately ~~sixty-eight thousand (68,000)~~ sixty seven thousand (67,000) square feet of historic square footage in downtown Goldsboro. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law. Company shall comply

with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

C. LANDMARK STATUS. As long as the Properties meet the applicable requirements for local historic landmark status and any of the Properties are designated a local historic landmark by the historic preservation commission in accordance with North Carolina law, the City and County will confer the maximum property tax benefit of such status, not to exceed a 50% property tax deferment, to the Company for each of such Properties as are designated a local historic landmark. Local historic landmark status shall be designated on an individual property basis and shall not be conferred on the Project as a whole. The property tax benefit shall only be applicable to such Properties making up the Project which meet the applicable requirements for said local historic landmark status.

II. CITY/COUNTY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City and County will begin funding the Grant to Company after certain Project performance measures are met, as set forth in Section II. A hereof.

A. The Grant funding shall begin the first year the Project is placed in service and a Certificate of Occupancy has been issued (the "Base Year") and the Company presents copies of the Wayne County Tax Assessor's listing of tax value for the Project Properties to the persons whom notice must be given in Section X (the "Contacts") along with a request that the incentive payments begin. Company shall update this information at least annually on the anniversary date of the first notification that the investment has been made for the term of this Agreement. Company will promptly provide to the Contacts such information evidencing compliance with this requirement as the City or County may request.

1. The City and County agree to fund the Grant to Company, for a term of ten (10) years beginning in the Base Year.

2. The Grant payments shall be calculated based on the Assessed Valuation of the applicable real property for the applicable tax year as paid multiplied in accordance with the table below.

| **COUNTY** | Year 1 to 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|
| Assessed Valuation for applicable Tax Year multiplied by: | 0.006635 X 90% | 0.006635 X 75% | 0.006635 X 60% | 0.006635 X 45% | 0.006635 X 30% | 0.006635 X 15% |

| **CITY** | Year 1 to 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|
| Assessed Valuation for | 0.0065 X 90% | 0.0065 X 75% | 0.0065 X 60% | 0.0065 X 45% | 0.0065 X 30% | 0.0065 X 15% |

| | | | | | | |
|---|---|---|---|---|---|---|
| applicable Tax Year multiplied by: | | | | | | |

(i) "Assessed Valuation" means the Wayne County Tax Assessor's official valuation of the applicable real property and improvements thereon for property taxation purposes, subject to the Wayne County's customary verification procedures and valuation procedures for subsequent years.

(ii) The 0.006635 number set forth above is the current ad valorem County tax rate. The 0.0065 number set forth above is the current ad valorem City tax rate. The number is subject to change based on the actual tax rates for the applicable year in which each Grant payment is calculated and paid.

(iii) "Tax Year" means the calendar year preceding the payment of an annual Grant payment. For instance, for a 2015 investment, the increase in a property's value will be captured by the Tax Assessor in 2016 values (January 1, 2016). Ad valorem taxes are billed each August and are due without penalty by the following January 6.

3. Each of the parties agree that calculation of the incentives is based on the Assessed Valuation of the Properties. If the Assessed Value of the Properties (or any part of them) is disputed by the Company, its agents, employees or lawyers, then this Agreement shall be tolled provided that the Company notifies the City and County in writing that it has made such appeal, until the Assessed Value is determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City and County the dispute of the Assessed Valuation has been resolved.

4. The City and County will each pay the Grant to Company in each of the first ten years, as outlined above, in which Company pays taxes for real property located within the Project, provided that the provisions of this Section II have been met and that Company has requested such Grant payment in writing (including written proof of payment of its City and County ad valorem property taxes for the year for which the Company is seeking the Grant). The City, County and Company each are entitled to receive from one another such public records related to the Company's real property investment in the Project as each may reasonably request.

5. Upon receipt of a written request from the Company, no later than March 31 of the Base Year, the City and County shall pay the first annual Grant payment to the Company , provided that the data requested under this Section II is verified by City and County staff. City staff may request and are entitled to receive any documents Company gave or showed to the County to allow the County to ascertain the values of the Properties for tax purposes. The real property valuations made by the County Tax Assessor are deemed by both parties to be

the conclusive and final determination of the Investment made by the Company; provided, that the Company does not waive any rights it may have to challenge any assessment under the City's or County's standard procedures and processes. The City and County shall not make any Grant payments based on the values of disputed investments. The City and County shall make the Grant payments in subsequent years provided that Company has met all of the requirements for each successive year as set forth herein and submits documents as required in Section IX.C. accompanied by a request for payment.

6. In no event will the Grant payment for any year exceed 90% of the City or County ad valorem property taxes paid by the Company with respect to the Properties for the corresponding year. In no case shall the City or County make any Grant payment(s) for any year and any subsequent year during which the Company ceases operations. "Ceases Operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant residential or commercial spaces within the improvements on the Properties for tenancy, (ii) failing to maintain the improvements on the Properties to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for any residential premises located on the Properties, (iv) failing to maintain any commercial premises located on the Properties applicable minimum standards for use, (v) allowing any improvements to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any improvements on the Properties to be labeled as demolition by neglect under applicable City ordinances or zoning code).

III. REDUCTION AND CESSATION OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City or County by Company related to the Project at the time a Grant payment is to be paid, the City and County may set off from any Grant any amount(s) so owed by Company to City or County.

B. The Investment in the Project by Company must be made by the Investment Date. If, for any reason, Company fails to invest at least Seven Million Nine Hundred Thousand Dollars ($7,900,000.00), or any part thereof by the Investment Date, the City and County will have no further responsibility to pay the Grant.

C. The City and County are not required to make any Grant payments to Company at any time after any public announcement by Company of its plan to cease operations at the Project.

D. The City and County are not required to make any Grant payments to Company at any time after Company or any of its affiliates owning the Project file bankruptcy. Any obligation of the City and County to participate in any further grants associated with the Project shall be terminated.

E. The provisions of this Section III shall survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City and County, and their officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City or County. The City and County agree that none of the foregoing shall be construed to release the City or County from the obligations it has undertaken elsewhere in this Agreement, in connection with the Grant or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City and County have not designed the Project, that the City and County have not supplied any plans or specifications with respect thereto and that the City and County: (a) are not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities, (b) have not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) have not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City and County make no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City/County and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City and County.

The provision of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate after the City and County have made the last of the Grant payments required by this Agreement. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations hereunder or pursuant to this Agreement from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City and County, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City and County; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. REPRESENTATIONS.

***The Company represents as of the date of this Agreement as follows:***

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

***The County represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the County (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the County's knowledge, there is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the County's knowledge at the time of execution of this Agreement, the County is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the County's knowledge at the time of execution of this Agreement, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. ROOFTOP USE AND ACCESS. Company shall allow City and/or City's designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by City and/or City's designee of an antenna(s) and related equipment for future use by City and/or City's designee. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City within thirty (30) days of City's reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's requirement to obtain such

consent. Prior to installation, City shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and/or City's designee reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and/or City's designee shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City and Company agree to engage in good faith negotiations for an extension, at City's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.
Attn: Kelly M. Otis

110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

City Manager
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

With copy to:

City Attorney
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC, 27533/27530

Requests for Disbursements to:

Downtown Development Office
ATTENTION: Incentive Grants Payment Request
219 N. John Street
Goldsboro, NC 27530

With a copy to:

Finance Director
City of Goldsboro
PO Drawer A, 200 N. Center Street
Goldsboro, NC 27533/27530

If to the County:

County Manager
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

With a copy to:

County Attorney
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

Requests for Grants to:

Tax Administrator
Attn: Incentive Grants Payment Request
224 E Walnut Street
Goldsboro, NC 27530

Finance Director
Attn: Incentive Grants Payment Request
224 E Walnut Street
Goldsboro, NC 27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the

Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

Q. This Agreement is intended by the Parties and does hereby replace any agreements previously entered into by the parties on this development project, specifically the previous agreement dated Febraury 15, 2019.

***[Signature Follow on the Following Pages]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

**WNB LANDLORD, LLC**

By: _____
Patrick Reilly, Managing Member

Date: 7/1/2020

**CITY:**

**CITY OF GOLDSBORO**

By: _____
Melissa Capps, City Clerk

By: _____
Chuck Allen, Mayor

Date: June 17, 2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Catherine Gwynn, Finance Director
City of Goldsboro, North Carolina

Date: 6/23/2020

**COUNTY:**

**COUNTY OF WAYNE**

By: Carol Bowden
Name: Carol Bowden
Title: Clerk to the Board

By: E Ray Mayo
E. Ray Mayo, Chairman County Commissioners

Date: June 19, 2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Allison Speight
Allison Speight, Finance Director
County of Wayne, North Carolina

Date: 6-24-20

Exhibit A

COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the "City") and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the "Company") both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the "Covenants"):

1. These Covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances

such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those Covenants.

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as defined in the Agreement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabiliation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.

4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Base Year, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successors in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successor in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject

Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County of Wayne (the "County") any incentives funded to the Company pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such Agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.

9. For a period of ten (10) years from the date of the recordation of this Agreement, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.

10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilition Standards.

11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the

Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.

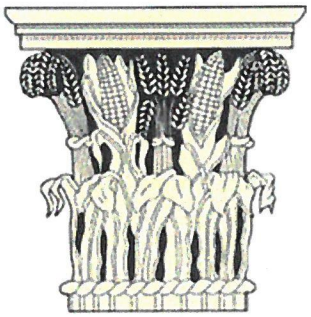
14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings located thereon are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.

15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina
State Historic Preservation Office
Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **SET PUBLIC HEARING**
**Contiguous Annexation Petition – Highland Trails (JD Gupta)** - Located on the south side of W New Hope Rd. between Somervale Ln. and Twin Oaks Pl.

Tax Parcel #: 3600971450, 3600974104, 3600969806

Acreage: 19.35 acres

BACKGROUND: The City Council, at their meeting on January 23, 2023, requested that the City Clerk examine the voluntary contiguous annexation petition for sufficiency.

On March 14, 2023, the City Clerk completed the examination and determined that the petition is sufficient. Sufficiency indicates that all property owners have signed the petition for voluntary annexation and that all information listed upon the application is accurate.

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

The attached Notice of Public Hearing would schedule April 17, 2023, as the date for the public hearing. A report prepared by the Planning Department, in conjunction with other City departments, will be submitted to the Council on that date.

RECOMMENDATION: By motion, schedule a public hearing for the proposed voluntary contiguous annexation of Highland Trails (JD Gupta), Tax Parcels 3600971450, 3600974104 and 3600969806 for April 17, 2023.

Date: 3/27/23

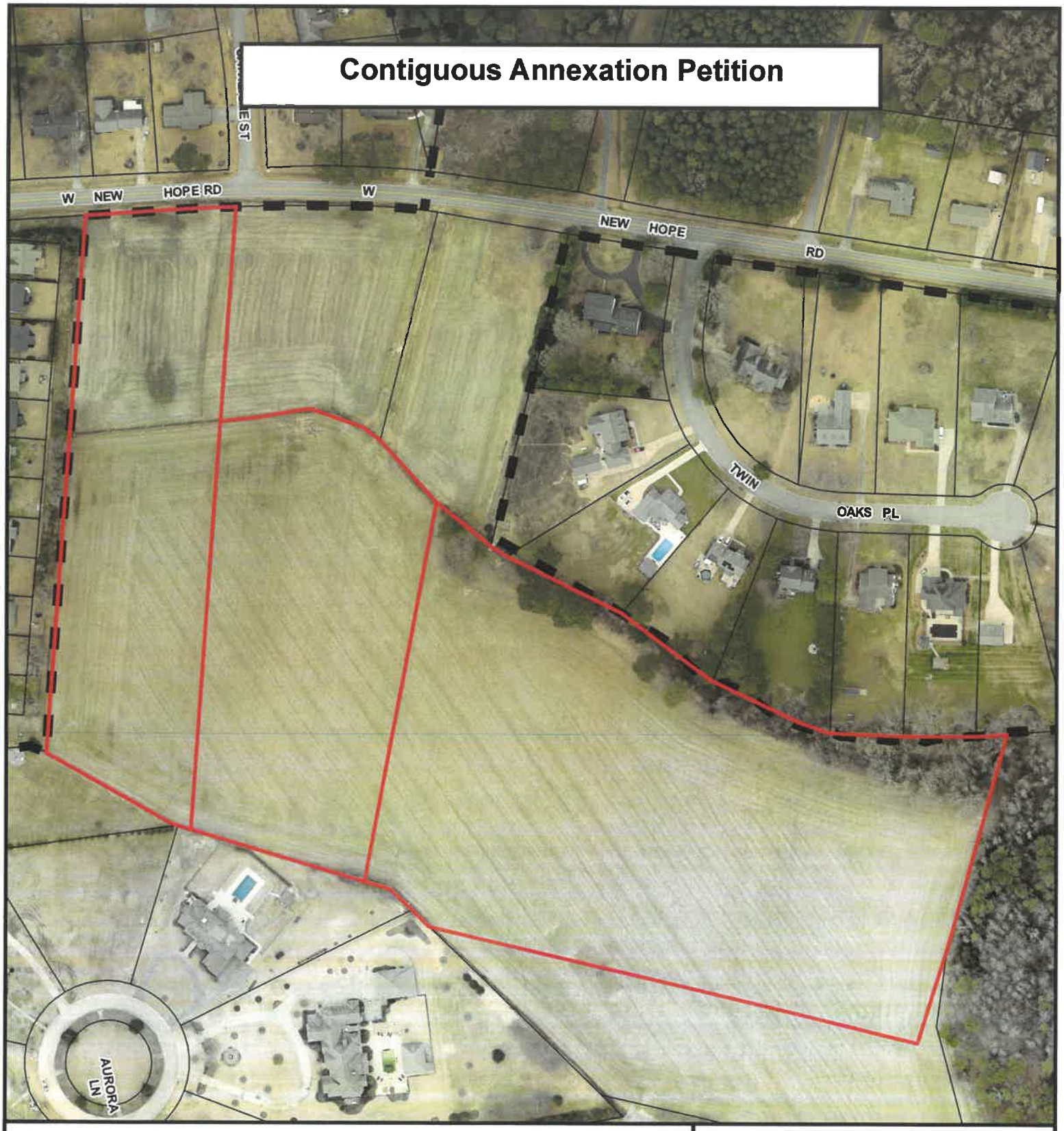
Austin Brinkley

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

# Contiguous Annexation Petition




## *ANNEXATION*

***REQUEST:*** CONTIGUOUS ANNEXATION
***APPLICANT:*** JD Gupta
***LOCATION:*** South side of W. New Hope Rd. between Somervale Ln. and Twin Oaks Pl.

0 100 200 400 Feet

N W E S

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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

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

Notice is hereby given that, in compliance with Section 160A-31 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Monday, April 17, 2023, at 7:00 p. m.** relative to the annexation of the real contiguous property identified as Tax Parcel 3610508709, hereinafter described to the City of Goldsboro.

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

Legal Description for Wayne County PIN 3600971450

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG HAVING NC GRID / NAD 83(2011) COORDINATES N = 607,808.6866', E = 2,309,301.6954'; SAID EXISTING MAG NAIL BEING LOCATED IN THE PAVEMENT OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY) AND BEING THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, S 03$^0$ 55' 32" W - 21.58 FEET TO AN EXISTING IRON STAKE ON THE SOUTHERN RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY); THENCE, CONTINUING S 03$^0$ 55' 32"W - 322.95 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, CONTINUING S 03$^0$ 55' 32" W - 5.19 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING S 03$^0$ 55' 32" W - 613.48 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING S 03$^0$ 55' 32" W - 4.73 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 73$^0$ 35' 40" W - 21.03 FEET TO AN EXISTING IRON STAKE; THENCE, N 73$^0$ 35' 40" W - 9.33 FEET TO A POINT; THENCE, N 60$^0$ 37' 13" W - 219.32 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N 03$^0$ 55' 04" E - 4.30 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 03$^0$ 55' 04" E - 49.93 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 03$^0$ 55' 04" E - 763.47 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY; THENCE, CONTINUING N 03$^0$ 55' 04" E - 15.91 FEET TO A POINT; THENCE, N 84$^0$ 26' 55" E - 184.99 FEET TO AN EXISTING IRON PIPE; THENCE, S 89$^0$ 54' 55" E - 45.43 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 4.736 ACRES MORE OR LESS INCLUDING THE RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR

1003, 60' PUBLIC RIGHT-OF-WAY) AND 4.633 ACRES MORE OR LESS EXCLUDING THE RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY).

Legal Description for Wayne County PIN 3600974104

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, S $10^0$ 16' 01" W - 76.14 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING S $10^0$ 16' 01" W - 247.76 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING S $10^0$ 16' 01" W - 7.23 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N $73^0$ 26' 55" W - 278.63 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N $03^0$ 55' 32" E - 4.73 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N $03^0$ 55' 32" E - 613.48 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 03 $^0$ 55' 32" E - 5.19 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N $82^0$ 59' 06" E - 69.20 FEET TO A POINT; THENCE, N $83^0$ 54' 56" E - 53.82 FEET TO A POINT; THENCE, N $87^0$ 06 $^1$ 09" E - 34.97 FEET TO A POINT; THENCE, S $77^0$ 30' 17" E - 19.14 FEET TO A POINT; THENCE, S $63^0$ $23^1$ 44" E - 46.22 FEET TO A POINT; THENCE, S 52° 03' 59" E - 32.88 FEET TO A POINT; THENCE, S $41^0$ 44' 01" E - 128.74 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, S $10^0$ 16' 01" W - 10.00 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S $10^0$ 16' 01" W 244.37 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 4.619 ACRES MORE OR LESS.

Legal Description for a portion of Wayne County PIN 3600969806

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N 34' 09' 26" E - 214.80 FEET TO A NEW IRON STAKE; THENCE, CONTINUING N 34$^0$ 09' 26" E - 10.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, S 55$^0$ 48' 06" E - 41.11 FEET TO A POINT; THENCE, S 62$^0$ 31' 46" E - 52.17 FEET TO A POINT; THENCE, S 66$^0$ 46' 18" E - 74.81 FEET TO A POINT; THENCE, S 63$^0$ 24' 34" E - 54.51 FEET TO A POINT; THENCE, S 50$^0$ 41' 47" E - 50.94 FEET TO A POINT; THENCE, S 53$^0$ 54' 39" E 31.96 FEET TO A POINT; THENCE, S 57$^0$ 53' 36" E - 46.38 FEET TO A POINT; THENCE, S 47° 33' 00" E - 38.18 FEET TO A POINT; THENCE, S 65$^0$ 40' 38" E - 40.13 FEET TO A POINT; THENCE, S 63$^0$ 55' 30" E - 49.18 FEET TO A POINT; THENCE, S 60' 00' 02" E - 36.87 FEET TO A POINT; THENCE, S 33$^0$ 46' 18" E - 21.23 FEET TO A POINT; THENCE, S 88$^0$ 45' 121" E - 56.69 FEETTO A POINT; THENCE, S 80$^0$ 05' 50" E 12.74 FEET TO A POINT; THENCE, S 66° 01' 49" E - 17.83 FEET TO A POINT; THENCE, S 32$^0$ 17' 39" E - 8.14 FEET TO A POINT; THENCE, S 83$^0$ 40' 20" E - 25.24 FEET TO A POINT; THENCE, N 71$^0$ 04'15" E - 16.27 FEET TO A POINT; THENCE, N 08$^0$ 10' 28" E - 8.56 FEET TO A POINT; THENCE, N 27$^0$ 54' 05" W - 10.55 FEET TO A POINT; THENCE, N 59$^0$ 10' 05" E - 18.01 FEET TO A POINT; THENCE, S 89$^0$ 55' 06" E - 6.73 FEET TO A POINT; THENCE, S 36$^0$ 32' 24" E - 27.60 FEET TO A POINT; THENCE, N 89$^0$ 51' 21" E - 68.97 FEET TO A POINT; THENCE, N 63$^0$ 12' 06" E - 31.67 FEET TO A POINT; THENCE, S 79$^0$ 33' 12" E - 11.28 FEET TO A POINT; THENCE, S 48$^0$ 21' 16" E - 14.32 FEET TO A POINT; THENCE, N 89$^0$ 45' 42" E - 24.41 FEET TO A POINT; THENCE, N 47$^0$ 16' 42" E - 33.37 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, S 16$^0$ 58' 14" W - 10.83 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING S 16$^0$ 58' 14" W - 499.22 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, N 76° 53' 34" W - 735.96 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 76$^0$ 53' 34" W - 11.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 45$^0$ 33' 40" W - 80.31 FEET TO A POINT; THENCE, N 73$^0$ 29' 53" W – 41.40 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N 10$^0$ 16' 01" E - 7.23 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING N 10$^0$ 16' 01" E - 247.76 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 10$^0$ 16' 01" E A DISTANCE OF 76.14 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 9.755 ACRES MORE OR LESS.

Legal Description for a portion of Wayne County PIN 3600969806

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N $10^0$ 16'01" E - 244.37 FEET TO A NEW IRON STAKE; THENCE, CONTINUING N $10^0$ 16' 01" E - 10.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, S $51^0$ 31' 39" E -103.31 FEET TO A POINT IN THE CENTER OF SAID DITCH; THENCE, LEAVING SAID DITCH, S $34^0$ 09' 26" W - 10.00 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S $34^0$ 09' 26" W - 214.80 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 0.266 ACRES MORE OR LESS.

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

_____
Laura Getz, City Clerk

_____
Ronald T. Lawrence, City Attorney

PUBLISH: 4/6/2023

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

200 North Center Street, 27530
P 919.580.4362

# CERTIFICATE OF SUFFICIENCY

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

I, Laura Getz, duly appointed City Clerk of the City of Goldsboro, do hereby certify that, pursuant to directions given me by you, the sufficiency of the Petition for Annexation of Contiguous Real Property to the City of Goldsboro, North Carolina, has been investigated. Such petition being dated October 11, 2022 and revised on February 23, 2023 executed by J.D. Gupta and A.K. Gupta, 184 Wheeler Drive, Goldsboro, NC 27530 and filed with the City Council on January 23, 2023 and that as a result of such investigation, I find such Petition sufficient and in compliance with the provisions of General Statute 160A-31.

Witness my Hand and the Seal of the City of Goldsboro, North Carolina, this the 14th day of March, 2023.

Laura Getz
City Clerk
City of Goldsboro
Goldsboro, North Carolina

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **SET PUBLIC HEARING**
**Contiguous Annexation Petition – New Hope Place,** LLC - Located on the north side Cuyler Best Rd. between Oxford Blvd. and Glendas Dr.

Tax Parcel #: 3610508709

Acreage: 14.04 acres

BACKGROUND: The City Council, at their meeting on March 20, 2023, requested that the City Clerk examine the voluntary contiguous annexation petition for sufficiency.

On March 24, 2023, the City Clerk completed the examination and determined that the petition is sufficient. Sufficiency indicates that all property owners have signed the petition for voluntary annexation and that all information listed upon the application is accurate.

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

The attached Notice of Public Hearing would schedule April 17, 2023, as the date for the public hearing. A report prepared by the Planning Department, in conjunction with other City departments, will be submitted to the Council on that date.

RECOMMENDATION: By motion, schedule a public hearing for the proposed voluntary contiguous annexation of New Hope Place, LLC, Tax Parcel 3610508709 for April 17, 2023.

Date: 3/27/23

Austin Brinkley

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

# Contiguous Annexation
# New Hope Place LLC




***SPECIAL USE REQUEST:***

***REQUEST:*** Contiguous Annexation
***APPLICANT:*** New Hope Place LLC
***PIN:*** 3610508709

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

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

Notice is hereby given that, in compliance with Section 160A-31 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Monday, April 17, 2023, at 7:00 p. m.** relative to the annexation of the real contiguous property identified as Tax Parcel 3610508709, hereinafter described to the City of Goldsboro.

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

Beginning at a 1" iron pipe found on the northly right-of-way line of NCSR 1565 (Cuyler Best Road – 60' wide) said point also being located at the southeasterly most corner of lands described in deed dated March 20, 2022, from Paul Gambella, Patricia A Gambella, Robert Gambella, Anne Marie Gambella, Steven Gambella and Deborah A Gambella, and recorded among the land records of Wayne County, North Carolina in Deed Book 3720, Page 437;

Thence running with and binding on said northerly right-of-way line of NCSR 1565, as now surveyed, referring all courses of this description to the meridian of the North Carolina State Plane Coordinate System (NAD 83/NSRS2011)

1. South 61° 10' 00" West, 460.08' to a 1" iron pipe found;

Thence leaving said northerly right-of-way line of NCSR 1565 and running along the northeasterly lines of properties now or formerly owned by Jeffrey G. Best and Terry D. Best (See Deed Book 2491, Page 868) and by Cuyler Spring Housing Associates (See Deed Book 3264 Page 94), and of property constituting the Common Areas and Lots 33, 34, 35, 36, 37, 38, 39 and 40 of Oxford Square as shown on plat recorded in Plat Cabinet M, Slide 81-C

2. North 28° 49' 45" West, passing over a concrete monument found at 200.28', and passing over a ¾" iron rod found on the top bank of Reedy Branch at 1304.33', in all 1312.41' to a point located on or near the centerline of Reedy Branch;

Thence running with and binding on the centerline of Reedy Branch, the following nine (9) course and distances, viz:

3. North 65° 28' 38" East, 22.38' to a point;
4. North 90° 00' 00" East, 21.49' to a point;
5. North 53° 09' 27" East, 156.25' to a point;
6. North 45° 36' 26" East, 41.60' to a point;
7. North 54° 01' 59" East, 46.54' to a point;

8. North 47° 37' 12" East, 36.24' to a point;
9. North 55° 27' 43" East, 48.76' to a point;
10. North 44° 01' 48" East, 63.81' to a point;
11. North 33° 56' 40" East, 37.60' to a point;

Thence leaving said centerline of Reedy Branch and running along and with the southwesterly lines of properties now or formerly owned by EWT49, LLC (See Deed Book 3302, Page 628).

12. South 28° 49' 15" East, passing over a 1" iron pipe found on or near the top bank of Reedy Branch at 11.33 feet, passing over a 5/8" rebar found at 682.92 feet, in all 1388.41' to a 1" iron pipe, the point and place of beginning.

And being that parcel of land containing 14.084 acres of land, more or less, as shown on plat and survey thereof entitled, "ALTA/NSPS Survey for a 14.084 Acre Tract of Land Prepared for New Hope Place, LLC, Parcel #3610508709 Located in Stoney Creek Township, in the City of Goldsboro, Wayne County, North Carolina" by Bowman Consulting Group, Ltd., dated November 9, 2021, BCG Project No: 030732-01.

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

_____
Laura Getz, City Clerk

_____
Ronald T. Lawrence, City Attorney

PUBLISH: 4/6/2023

GOLDSBORO
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North Carolina

200 North Center Street, 27530
P 919.580.4362

# CERTIFICATE OF SUFFICIENCY

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

I, Laura Getz, duly appointed City Clerk of the City of Goldsboro, do hereby certify that, pursuant to directions given me by you, the sufficiency of the Petition for Annexation of Contiguous Real Property to the City of Goldsboro, North Carolina, has been investigated. Such petition being dated February 24, 2023 and revised on March 23, 2023 executed by Jennifer Surber, 120 Green Tree Circle Road, Bristol, VA 24201 and filed with the City Council on March 20, 2023 and that as a result of such investigation, I find such Petition sufficient and in compliance with the provisions of General Statute 160A-31.

Witness my Hand and the Seal of the City of Goldsboro, North Carolina, this the 24th day of March, 2023.

Laura Getz
City Clerk
City of Goldsboro
Goldsboro, North Carolina

Item O

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: Split-Jurisdiction Agreement between the City of Goldsboro and County of Wayne

Tax Parcel Id: 3610-97-5195

Owner: Roy Barnes Heirs

Acres: 11.3; 6 acres (County of Wayne)/5 acres (City of Goldsboro)

BACKGROUND: On September 6, 2022, City Council approved a Resolution Authorizing by Mutual Agreement Between the City of Goldsboro and the County of Wayne To Assign Exclusive Planning and Development Regulation Jurisdiction From One (the City of Goldsboro) to the Other (County of Wayne) pertaining to the subject property referenced above.

Recently, City officials were informed that the Wayne County Tax Office identified errors in their database reflecting incorrect tax parcel identification numbers and property owners associated with the property. As such, Goldsboro City Council and the County of Wayne are required to revise the split jurisdiction agreement.

Zoning and other development regulations are state powers delegated to local governments. North Carolina state legislature sets the rules for which local governments can exercise these powers and where that can be done within their respective jurisdictions.

The City of Goldsboro exercises the enforcement of planning and development regulations throughout the corporate City limits and one-mile extra-territorial jurisdiction. The County of Wayne exercises planning and development regulations outside of the City's corporate limits and one-mile extra-territorial jurisdiction.

City and County jurisdictional boundaries do not have to follow property lines. In Wayne County, it is not uncommon for part of a parcel of land to be in the City of Goldsboro's planning jurisdiction and the remainder of the property to be in Wayne County.

Historically, the City and County released planning and development regulation jurisdiction from one unit of local government to another based on which unit of local government had the majority acreage within their respective jurisdiction. Informal administrative development approvals were authorized by the City Planning Director and the County Planning Director.

According to GS 160D-203, property shall be subject to City or County development regulations. New land-use law dictates that if the landowner and both units of government agree, exclusive planning and development regulation jurisdiction for the entire parcel may be assigned to one jurisdiction. An agreement on development regulation must be approved by resolution formally adopted by both the City of Goldsboro and the County of Wayne.

DISCUSSION: Owners of the subject property desire that the entire parcel have continuity in planning and development regulations by assigning exclusive jurisdiction to the County of Wayne.

STAFF RECOMMENDATION: Staff is recommending that City Council agree to the release of City planning and development jurisdiction to the County of Wayne for the portion of said property within the City's jurisdiction.

REQUIRED ACTION: Council shall vote to approve/deny the recommendation of Planning staff and Resolution Authorizing by Mutual Agreement Between the City of Goldsboro and the County of Wayne To Assign Exclusive Planning and Development Regulation Jurisdiction From One (the City of Goldsboro) to the Other (County of Wayne).

Date: 3/27/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

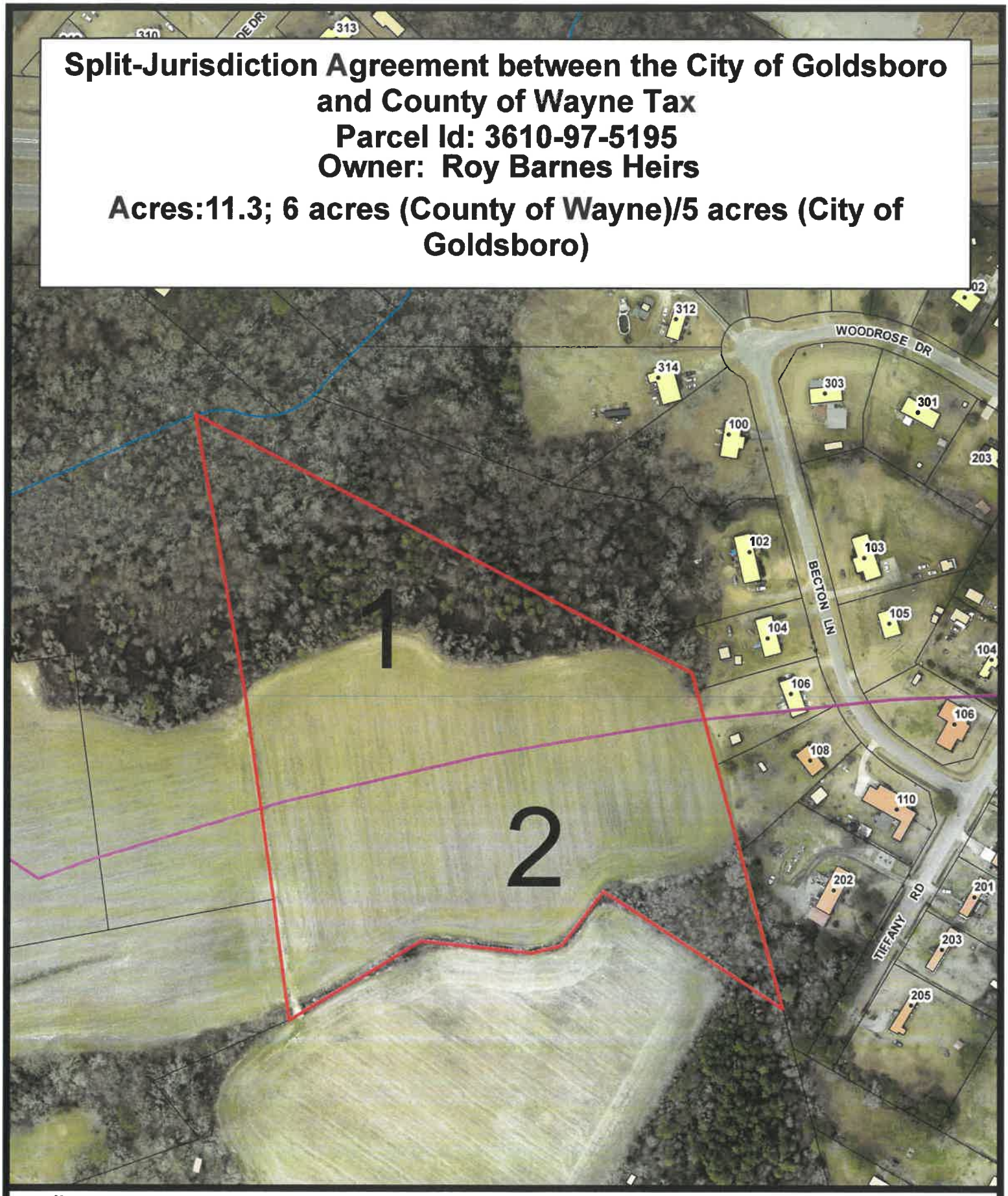
Timothy Salmon, City Manager

# Split-Jurisdiction Agreement between the City of Goldsboro and County of Wayne Tax

**Parcel Id: 3610-97-5195**

**Owner: Roy Barnes Heirs**

**Acres:11.3; 6 acres (County of Wayne)/5 acres (City of Goldsboro)**




N W E S

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GOLDSBORO
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**RESOLUTION NO. 2023 – 24**

**RESOLUTION AUTHORIZING BY MUTUAL AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND THE COUNTY OF WAYNE TO ASSIGN EXCLUSIVE PLANNING AND DEVELOPMENT REGULATION JURISDICTION FROM ONE TO THE OTHER**

**WHEREAS,** NCGS 160D-203 allows if the landowner and both units of governments agree, a unit of government to assign exclusive planning and development regulation jurisdiction for an entire parcel to another unit of government; and

**WHEREAS,** such mutual agreement shall only be applicable to development regulations and shall not affect the jurisdiction's boundary lines, taxation or other nonregulatory matters; and

**WHEREAS**, the mutual agreement on development regulation must be approved by a resolution formally adopted by both governing boards and be recorded with the Wayne County Register of Deeds within fourteen days of adoption of the last required resolution; and,

**WHEREAS**, the current landowner of Wayne County Parcel #3610975195 is Roy Barnes Heirs, consisting of approximately eleven (11) acres; and,

**WHEREAS**, currently the property has split jurisdiction between the City of Goldsboro and the County of Wayne whereby approximately six (6) acres lies within Wayne County jurisdiction and approximately five (5) acres lies in the City of Goldsboro jurisdiction as such are indicated on Exhibit "A" attached hereto and incorporated herein by reference as the exact location and the split of jurisdictions as depicted thereon with the said portion #1 belonging to the County of Wayne and said portion #2 belonging to the City of Goldsboro; and

**WHEREAS,** the landowner desires that portion #2 of Exhibit "A" be assigned to the County of Wayne and that the County of Wayne have continuity in planning and development regulations across the entire parcel; and,

**WHEREAS,** the landowner requests that the City of Goldsboro agree to release their planning and development jurisdiction to the County of Wayne; and,

**WHEREAS,** the landowner requests that the County of Wayne agree to accept the planning and development jurisdiction from the City of Goldsboro.

**NOW, THEREFORE, BE IT RESOLVED,** that the City of Goldsboro and the County of Wayne do hereby accept this agreement and assign to the County of Wayne exclusive planning and development regulation for the said entirety of the above-described parcel as affixed by the appropriate signatures of authority by the Mayor of the City of Goldsboro and the Chairman of the Wayne County Board of Commission.

This Resolution shall be in full force and effect from and after the 3rd day of April, 2023.

David Ham, Mayor
City of Goldsboro

Barbara Aycock, Chairman
Wayne County Board of Commissioners

Attested by:

Laura Getz, Clerk
City of Goldsboro

Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners

Item Q

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **FINAL ACTION**
**SU-4-23** Licensed Massage Therapy (Aim 2 Ease) – 3888 E Ash St.

DISCUSSION: This Special Use Permit was voted on and approved at the March 20, 2023, meeting and is not eligible for further deliberation or discussion.

REQUIRED ACTION: Council shall review the Order to Approve, and Mayor Ham shall sign the order.

Date: 3/27/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

**CITY OF GOLDSBORO**
**ORDER APPROVING SU-4-23**

**Written Decision**

On Monday, March 20, 2023, at 7:00 p.m., the Goldsboro City Council, sitting as the Board of Adjustment, held a quasi-judicial hearing on matter SU-4-23, a request by Barbara Doerter to establish a Licensed Massage Therapy business at tax parcel 351897115.

Mr. Austin Brinkley, Interim Planning Director, presented the agenda materials to City Council. After having heard the sworn testimony offered by staff and having considered the agenda materials that were accepted into evidence and presented at the hearing, the Goldsboro City Council makes the following findings of fact:

**Findings of Fact**

1.) The application for a Special Use Permit at this location is complete and the Goldsboro City Council has jurisdiction over the parties and the subject matter. The proposed Special Use is to establish a Licensed Massage Therapy business, the property is in the Central Business District (O&I-1) Zoning District and is identified as tax parcel number 351897115.

2.) The property owner is Mary Ivey King.

3.) The Central Business District (O&I-1) Zoning District is established to provide for the development of office and community institutions that have similar development characteristics and require locations close to residential and commercial uses. The district encourages the development of office and institutional uses that provide a step down in intensity between highly developed commercial districts and nearby neighborhoods.

4.) Barbara Doerter is a good standing member with the American Reflexology Certification Board.

5.) There was no evidence presented in support or opposition.

6.) That the use meets all requirements of the Goldsboro Unified Development Ordinance.

7.) That the use will not substantially injure the beneficial use of adjoining or abutting property.

8.) That the use will be in harmony with existing development and uses within the area in which it is located.

9.) That the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The Land Use Plan shows the property as being in the Low-Density Residential designation. This use is in general conformity due to this lot previously being utilized for a similar type of use.

## Conclusion and Decision

Based on the application, the evidence submitted, and the above findings, the City of Goldsboro City Council voted on the following four standards found in Section 2.4.10 of the Unified Development Ordinance:

1.) That the use will not materially endanger the public health or safety.

On a 7-0 vote, City Council found that the use would not materially endanger the public health or safety.

2.) That the use will not substantially injure the beneficial use of adjoining or abutting property.

On a 7-0 vote, City Council found that the use would not substantially injure the beneficial use of adjoining or abutting property.

3.) That the use will be in harmony with existing development and uses within the area in which it is located.

On a 7-0 vote, City Council found that the use would be in harmony with existing development and uses within the area in which it is located.

4.) That the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan.

On a 7-0 vote, City Council found that the use would be in general conformity with the City of Goldsboro Comprehensive Land Use Plan.

**Decision**

**BASED ON THE FORGOING FINDINGS OR FACT, AND CONCLUSIONS OF LAW, THE BOARD CONCLUDES AS A MATTER OF LAW** that the Applicant has met the requirements of the Goldsboro Unified Development Ordinance and that this Application for a Special Use Permit should be and herby is **APPROVED.**

This the 3rd day of April 2023.

David Ham, Mayor

Ronald T. Lawrence, City Attorney

Item R

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 3, 2023 COUNCIL MEETING

SUBJECT: Roosevelt Group Engagement Letter

BACKGROUND: The Roosevelt Group provides advocacy and consulting services to the City of Goldsboro and Wayne County governments. They have significant experience representing military communities and in-depth understanding of the federal budget process, Base Realignment and Closure (BRAC) activities, and national security policy. The Roosevelt Group was approved in the City of Goldsboro's FY22-23 budget for services in the amount of $30,000.

DISCUSSION: This engagement letter represents a continuation of an engagement that began on November 1, 2015 and is based on a flat retainer of $60,000.00 for the contract year. The City of Goldsboro and Wayne County governments will pay $30,000 each. The total amount due from the City and the County will be paid upon receipt of invoice from the Roosevelt Group. The term of the contract is for a one-year period unless determined by either party with a 30-day notice for contract change or termination of services. Fees will be pro-rated accordingly.

Should the City of Goldsboro and/or Wayne County seek additional support utilizing the full resources of the Roosevelt Group, the agreement can be modified to reflect those changes.

RECOMMENDATION: Staff recommends Council adopt the following Resolution authorizing the Mayor and City Clerk to execute the engagement letter with the Roosevelt Group.

Date: 3/30/23

Timothy Salmon, City Manager

**RESOLUTION NO. 2023 – 25**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE ROOSEVELT GROUP**

**WHEREAS,** the Roosevelt Group provides advocacy and consulting services to the City of Goldsboro and Wayne County governments; and

**WHEREAS**, the Roosevelt Group has significant experience representing military communities and in-depth understanding of the federal budget process, Base Realignment and Closure (BRAC) activities, and national security policy; and

**WHEREAS**, the Roosevelt Group was approved in the City of Goldsboro's FY22-23 budget for services in the amount of $30,000; and

**WHEREAS**, the engagement letter represents a continuation of an engagement that began on November 1, 2015 and is based on a flat retainer of $60,000.00 for the contract year; the City of Goldsboro and Wayne County governments will pay $30,000 each, to be paid upon receipt of invoice from the Roosevelt Group; and

**WHEREAS**, the term of the contract is for a one-year period unless determined by either party with a 30-day notice for contract change or termination of services; fees will be pro-rated accordingly; and

**WHEREAS**, full retainer efforts include: attention focused on the execution of specific installation requirements that will make the difference during BRAC and future resourcing and force structure decisions; assistance with Strength, Weakness, Opportunities and Threat (SWOT) analysis and execution; outreach tailored for Pentagon, Air Force and Capitol Hill audiences; strategic guidance to secure new missions; pursuit of partnerships and shared services agreements; and enhanced visibility for the base and its importance to the Air Force mission; and

**WHEREAS**, should the City of Goldsboro and/or Wayne County seek additional support utilizing the full resources of the Roosevelt Group, the agreement can be modified to reflect those changes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Goldsboro North Carolina, that the Mayor and City Clerk are hereby authorized to sign an agreement with the Roosevelt Group.

Adopted this the 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

March 1, 2023

Roosevelt Group
Attention: John Simmons
200 Massachusetts Avenue, NW
Suite 360
Washington, DC 20001

RE: Engagement Letter

Dear Mr. Simmons,

This letter contract represents a continuation of the engagement that began on November 1, 2015, and is based on a flat retainer of $60,000.00 for the contract year, which shall begin March 1, 2023 and extend through February 28, 2024, to be paid for by the City of Goldsboro and Wayne County governments equally ($30,000 each); the total amount due from the City and the County will be paid upon receipt of invoice from the Roosevelt Group. The term of this contract is for a one-year period unless determined by either party with a 30-day notice for contract change or termination of services. Fees will be pro-rated accordingly.

Full retainer efforts include:

- attention focused on the execution of specific installation requirements that will make the difference during BRAC and future resourcing and force structure decisions;
- assistance with Strength, Weakness, Opportunities and Threat (SWOT) analysis and execution;
- outreach tailored for Pentagon, Air Force and Capitol Hill audiences;
- strategic guidance to secure new missions;
- pursuit of partnerships and shared services agreements; and,
- enhanced visibility for the base and its importance to the Air Force mission.

Should the City of Goldsboro and/or Wayne County seek additional support utilizing the full resources of the Roosevelt Group, this agreement can be modified to reflect those changes.

We look forward to working with you in support of the Seymour Johnson AFB mission and local military-civilian community needs.

Sincerely,

Barbara Aycock
Chairwoman, Board of Commissioners
County of Wayne

David Ham
Mayor
City of Goldsboro

ATTEST:

Carol Bowden, County Clerk

ATTEST:

Laura Getz, City Clerk

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

Name: Allison Speight, County of Wayne Finance Director

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

Name: Catherine F. Gwynn, City of Goldsboro Finance Director

ACCEPTED BY:

John M. Simmons
Managing Partner

Date

Item S

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: A Resolution in Support of Rail Service from Goldsboro, NC to Wilmington and Raleigh, NC

BACKGROUND: Every year, railroads save consumers billions of dollars while reducing energy consumption and pollution, lowering greenhouse gas emissions, cutting highway gridlock, and reducing the high costs to taxpayers of highway construction and maintenance. North Carolina's first system dates back to 1833 when the Wilmington & Weldon Railroad was charted to connect its namesake cities, which it completed on March 7th, 1840. By doing so the railroad became the longest railroad operated in the world at that time, spanning some 161 miles.

The North Carolina Railroad (NCRR) manages a 317-mile rail corridor spanning the state of North Carolina from Morehead City to Charlotte, over which about 60 Norfolk Southern freight trains and 10 Amtrak passenger trains travel each day. Since its creation, NCRR has been a driver for economic growth in the state. Annually, North Carolina's passenger rail services contribute to 430 jobs, $20.1 million in earned wages, $30.6 million in gross state product, and $47.4 million in benefits rail passengers receive from taking the train instead of other modes of travel.

DISCUSSION: Nearly 900,000 passengers boarded trains in North Carolina in 2016, served by six intercity passenger routes with stops in 16 cities and towns. Nine of those stops are along the busy, 174-mile Piedmont Corridor between Charlotte and Raleigh. Eastern North Carolina would benefit in the same way with job creation, a reduction of highway construction and maintenance, as well as reducing highway gridlock, energy consumption and pollution, and lowering greenhouse gas emissions. Goldsboro and Wayne County are home to Goldsboro Union Station, a once thriving rail depot from 1907 to 1968, which could one day support passenger and freight service again.

This resolution is to request that the State of North Carolina begin the process to bring rail service back to Goldsboro and Wayne County; connecting to Wilmington and Raleigh, North Carolina.

RECOMMENDATION: By motion, adopt the Resolution in Support of Rail Service from Goldsboro, NC to Wilmington, NC

Date: 3/30/23

Timothy Salmon, City Manager

**RESOLUTION NO. 2023- 26**

**A RESOLUTION IN SUPPORT OF RAIL SERVICE FROM GOLDSBORO, NC TO WILMINGTON AND RALEIGH, NC**

**WHEREAS**, every year, railroads save consumers billions of dollars while reducing energy consumption and pollution, lowering greenhouse gas emissions, cutting highway gridlock, and reducing the high costs to taxpayers of highway construction and maintenance; and

**WHEREAS**, North Carolina's first system dates back to 1833 when the Wilmington & Weldon Railroad was charted to connect its namesake cities, which it completed on March 7th, 1840. By doing so the railroad became the longest railroad operated in the world at that time, spanning some 161 miles; and

**WHEREAS**, the North Carolina Railroad (NCRR) manages a 317-mile rail corridor spanning the state of North Carolina from Morehead City to Charlotte, over which about 60 Norfolk Southern freight trains and 10 Amtrak passenger trains travel each day. Since its creation, NCRR has been a driver for economic growth in the state; and

**WHEREAS**, annually, North Carolina's passenger rail services contribute to 430 jobs, $20.1 million in earned wages, $30.6 million in gross state product, and $47.4 million in benefits rail passengers receive from taking the train instead of other modes of travel; and

**WHEREAS**, nearly 900,000 passengers boarded trains in North Carolina in 2016, served by six intercity passenger routes with stops in 16 cities and towns. Nine of those stops are along the busy, 174-mile Piedmont Corridor between Charlotte and Raleigh; and

**WHEREAS**, Eastern North Carolina would benefit in the same way with job creation, a reduction of highway construction and maintenance, as well as reducing highway gridlock, energy consumption and pollution, and lowering greenhouse gas emissions; and

**WHEREAS**, Goldsboro and Wayne County are home to Goldsboro Union Station, a once thriving rail depot from 1907 to 1968, which could one day support passenger and freight service again; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Goldsboro, North Carolina does hereby request the State of North Carolina to begin the process to bring rail service back to Goldsboro and Wayne County; connecting to Wilmington and Raleigh, North Carolina.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item T

CITY OF GOLDSBORO
AGENDA MEMORANDUM
April 3, 2023 COUNCIL MEETING

SUBJECT: Advisory Board and Commission Appointments

BACKGROUND: There are currently several vacancies on Advisory Boards and Commissions. Citizen involvement is vital to the performance of City government. It is necessary that additional appointments be made to fill these vacancies.

DISCUSSION: Recommendations for appointments were requested from the respective Boards and Commissions. Applications were also solicited from the public at large.

The City Council met during the Work Session on March 20, 2023, to review vacancies and applications received to fill the current vacancies. With these appointments, one student position on the Recreation Advisory Commission and one alternate position on the Historic District Commission remains.

RECOMMENDATION: It is recommended that Council adopt the attached Resolutions appointing members to various Advisory Boards and Commissions in the City of Goldsboro, and commending individuals who have served on Advisory Boards and Commissions of the City of Goldsboro.

Date: 3-29-23

Laura Getz, City Clerk

Date: 3/30/23

Timothy Salmon, City Manager

**RESOLUTION NO. 2023- 27**

**RESOLUTION APPOINTING MEMBERS TO ADVISORY BOARDS AND COMMISSIONS**

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

**WHEREAS**, the terms of several members on the City's Advisory Boards and Commissions have expired or been vacated due to members moving or resigning; and

**WHEREAS**, the following distinguished citizens have expressed a desire to serve upon the indicated Board or Commission.

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

1. The following individuals be and are hereby appointed to the specified Boards and Commissions. The terms of the appointees shall expire on the dates indicated:

**Historic District Commission**

| | |
|---|---|
| Fritz Knack (ALT) (FUT) | Term Expires 12-31-2023 |

**Mayor's Committee for Persons with Disabilities**

Filling an Unexpired Term

| | |
|---|---|
| Angela Hill Newsome | Term Expires 12-31-2024 |
| Tamara N. Wilder | Term Expires 12-31-2025 |

2. This Resolution shall be in full force and effect from and after this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1844 - 1981

**RESOLUTION NO. 2023 - 28**

**RESOLUTION COMMENDING INDIVIDUALS WHO HAVE SERVED ON ADVISORY BOARDS AND COMMISSIONS OF THE CITY OF GOLDSBORO**

**WHEREAS**, citizen participation is vital to responsible government; and

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

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

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

1. The following individuals are recognized for their service on the City's advisory Boards and Commissions and are commended for their contributions to the operation of Goldsboro's municipal government:

**Recreation Advisory Commission**
Mykyia Hines

**Mayor's Committee for Persons with Disabilities**
Donald Rhue
Kisha Herring

2. Certificates of Appreciation signed by the Mayor, City Manager, and Chairperson will to be presented at the next regularly scheduled meeting of the various Boards and Commissions or as close to that meeting date as possible.

3. This Resolution shall be in full force and effect from and after this 3rd day of April, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item U

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **CERTIFICATION OF SUFFICIENCY**
**Contiguous Annexation Petition – Perry Real Estate Group –** Located at the intersection of New Hope Rd. & Hare Rd.

Tax Parcel #: 3610839018 & 3610828686

Acreage: 32.70 acres

BACKGROUND: The applicant is requesting that contiguous property described by the attached metes and bounds description be annexed into the City of Goldsboro. Maps showing the property proposed to be annexed are attached as well.

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

The City Council, at their meeting on April 3, 2023 would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

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

Date: 3/31/23 Austin Brinkley

Austin Brinkley, Interim Planning Director

Date: 3/31/23

Timothy Salmon, City Manager

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

**Date Submitted:** 2/21/23

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

1. **The undersigned, owner(s) of the contiguous real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Goldsboro, North Carolina.**

2. **The area requested to be annexed is contiguous to the City of Goldsboro and is described by metes and bounds as follows: (Attach separate sheets if necessary.)**

Attached

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

| Name and Signature of Owner(s) | Address | Phone | Do you declare vested rights? (Indicate Yes or No) |
|---|---|---|---|
| Perry Real Estate Group, LLC by Its Mgr Member David M. Perry | PO Drawer L, Goldsboro, NC 27533 | 919-734-4071 | NO |

**Contact Person:** Ashley Boyette **Phone No.** 919-437-0290

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

**PLEASE SUBMIT ORIGINAL PETITION TO THE OFFICE**
**OF THE PLANNING DEPARTMENT**

**B. R. KORNEGAY, INC.**
LAND SURVEYING • ENGINEERING • PLANNING
300 E. Walnut Street
Goldsboro, North Carolina 27530
(919) 735-5886 www.kornegaysep.com Fax: (919) 580-9053
Firm No. F-1054

**FEBRUARY 21st, 2023**

DESCRIPTION PREPARED FOR PERRY REAL ESTATE GROUP, LLC
STONEY CREEK TOWNSHIP, WAYNE COUNTY, NC
REFERENCE: DEED BOOK 1670, PAGE 560 AND DEED BOOK 1670, PAGE 453

***TRACT 1:*** BEGINNING at a PK nail at the centerline intersection of N. C. Secondary Road No. 1003 (New Hope Road) and N. C. Secondary Road No. 1570 (Hare Road); thence from the beginning, with the centerline of N. C. Secondary Road No. 1570 (Hare Road), N. 74° 12' 12" E. 150.00 feet to a Mag nail in said road center; thence continuing with said road center, N. 74° 12' 12" E. 16.69 feet to a Mag nail in said road center; thence continuing and with said road center, N. 74° 12' 12" E. 20.32 feet to a Mag nail in the centerline of N. C. Secondary Road No. 1570 (Hare Road); thence with said road center, along a curve to the left having an arc distance of 97.02 feet, a radius of 430.00 feet (a chord), N. 67° 47' 11" E. 96.81 feet to a PK nail in said road center; thence leaving said road center, S. 53° 31' 46" E. 32.83 feet to An iron stake on the Eastern right of way of N. C. Secondary Road No. 1570 (Hare Road); thence leaving said road right of way, S. 53° 31' 46" E. 27.38 feet to an iron stake; thence with the line of the property of Paul B. Drohan et al, and to and with the center of a ditch, N. 81° 55' 00" E. 314.32 feet to a point in said ditch center; thence leaving the ditch, and with the line of the property of Eugene L. Grandy, N. 09° 51' 31" E. 82.97 feet to a point; thence with the line of the property of Eugene L. Grandy, N. 53° 31' 27" W. 185.85 feet to a point on the Eastern right of way of N. C. Secondary Road No. 1570 (Hare Road); thence continuing N. 53° 31' 27" W. 30.16 feet to a point in the centerline of N. C. Secondary Road No. 1570 (Hare Road); thence with said road center, the following bearings and distances: N. 31° 21' 19" E. 59.17 feet, N. 31° 19' 29" E. 51.00 feet, N. 31° 11' 23" E. 49.38 feet, N. 32° 20' 37" E. 99.29 feet to a point in the center of N. C. Secondary Road No. 1570 (Hare Road); thence leaving said road center, S. 58° 44' 27" E. 30.00 feet to a point on the Eastern right of way of N. C. Secondary Road No. 1570 (Hare Road); thence leaving said road right of way, with the line of the property of Walter Lee Battle, S. 58° 44' 27" E. 200.00 feet to a point; thence with the line of the property of Walter Lee Battle, and to and with the line of the property of Sean B. Greenfield et al, N. 31° 15' 33" E. 414.06 feet to a point in the center of a ditch, Sean B. Greenfield et al most Northeastern property corner as shown by deed recorded in Deed Book 3311, Page 676 in the Wayne County Registry; thence with the center of a ditch and with the line of John Bell Subdivision, Section One as shown on plat recorded in Plat Cabinet F, Slide 214 in the Wayne County Registry, and with the line of John Bell Subdivision, Section Two as shown on plat recorded in Plat Cabinet F, Slide 286 in the Wayne County Registry, S. 61° 26' 21" E. 239.24 feet to a point at a bend in the ditch; thence with the center of the ditch, S. 73° 58' 21" E. 854.00 feet to a point in said ditch center; thence leaving the ditch and with the line of the property of Lottie M. Bell, S. 09° 17' 21" E. 100.00 feet to a point; thence with the line of the property of Yvonne W. Parnell, S. 80° 11' 00" W. 958.97 feet to an iron pipe; thence with the line of the property of Yvonne W.

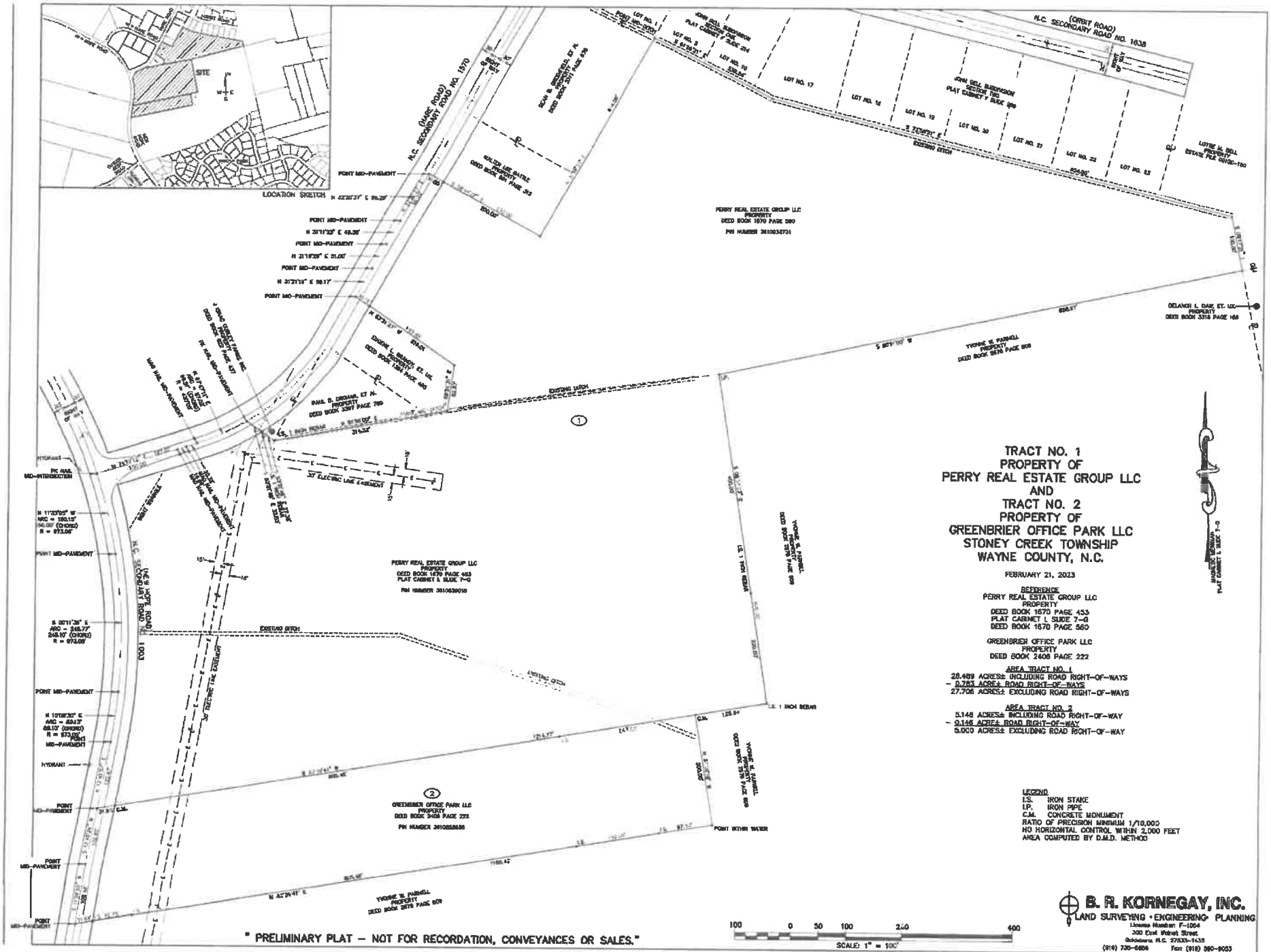
Parnell, S. 06° 53' 23" E. 400.00 feet to an iron stake; thence continuing, and with the line of the property of Yvonne W. Parnell, S. 06° 53' 23" E. 200.00 feet to an iron stake; thence with the line of the property of Yvonne W. Parnell, S. 32° 39' 41" W. 129.84 feet to a concrete monument, the most Northeastern corner of the property of Greenbrier Office Park, LLC as shown by deed recorded in Deed Book 2406, Page 222 in the Wayne County Registry; thence continuing and with the line of the property of Greenbrier Office Park, LLC, S. 82° 39' 41" W. 247.53 feet to an iron stake; thence continuing and with the line of the property of Greenbrier Office Park, LLC, S. 82° 39' 41" W. 805.45 feet to a concrete monument on the Eastern right of way of N. C. Secondary Road No. 1003 (New Hope Road); thence continuing S. 82° 39' 41" W. 31.95 feet to a point in the centerline of N. C. Secondary Road No. 1003 (New Hope Road); thence with the centerline of N. C. Secondary Road No. 1003 (New Hope Road), N. 12° 45' 57" E. 122.47 feet to a point in said road center; thence with said road center, along a curve to the left having an arc distance of 89.13 feet, a radius of 973.06 feet (a chord), N. 10° 08' 30" E. 89.10 feet to a point in said road center; thence with said road center, along a curve to the left having an arc distance of 248.77 feet, a radius of 973.06 feet (a chord), N. 00° 11' 36" E. 248.10 feet to a point in said road center; thence with said road center, along a curve to the left having an arc distance of 150.15 feet, a radius of 973.06 feet (a chord), N. 11° 33' 05" E. 150.00 feet to a PK nail at the centerline intersection of N. C. Secondary Road No. 1003 (New Hope Road) and N. C. Secondary Road No. 1570 (Hare Road), the point of beginning containing 28.489 Acres more or less including the right of way of N. C. Secondary Road No. 1003 (New Hope Road) and the right of way of N. C. Secondary Road No. 1570 (Hare Road), or 27.706 Acres more or less excluding the right of way of N. C. Secondary Road No. 1003 (New Hope Road) and the right of way of N. C. Secondary Road No. 1570 (Hare Road).

DESCRIPTION OF PROPERTY OF GREENBRIER OFFICE PARK, LLC
STONEY CREEK TOWNSHIP, WAYNE COUNTY, NC
REFERENCE: DEED BOOK 2406, PAGE 222

*TRACT 2*: BEGINNING at a point in the centerline of N. C. Secondary Road No. 1003 (New Hope Road), said beginning point being located S. 11° 33' 05" E. 150.00 feet, S. 00° 11' 36" W. 248.10 feet, S. 10° 08' 30" W. 89.10 feet, S. 12° 45' 57" W. 122.47 feet from a nail at the centerline intersection of N. C. Secondary Road No. 1570 (Hare Road) and N. C. Secondary Road No. 1003 (New Hope Road); thence from the beginning with the centerline of N. C. Secondary Road No. 1003 (New Hope Road), S. 12° 45' 26" W. 102.60 feet to a point in said road center; thence with said road center, S. 11° 26' 25" W. 109.48 feet to a point in the centerline of N. C. Secondary Road No. 1003 (New Hope Road); thence leaving said road center, N. 82° 39' 41" E. 31.69 feet to an iron stake on the Eastern right of way of N. C. Secondary Road No. 1003 (New Hope Road); thence leaving said road right of way, N. 82° 39' 41" E. 70.75 feet to an iron stake; thence continuing N. 82° 39' 41" E. 805.45 feet to an iron stake; thence continuing N. 82° 39' 41" E. 150.00 feet to an iron stake; thence continuing N. 82° 39' 41" E. 97.53 feet to a point; thence N. 07° 20' 19" W. 200.00 feet to a concrete monument; thence with the line of the property of Perry Real Estate Group, LLC, S. 82° 39' 41" W. 247.53 feet to an iron stake; thence continuing and with the line of the property of Perry Real Estate Group, LLC, S. 82° 39' 41" W. 805.45 feet to a concrete monument on the Eastern right of way of N. C. Secondary Road No. 1003 (New Hope Road), the most Southwestern corner at said road right of way of the property of Perry

Real Estate Group, LLC as shown by map recorded in Plat Cabinet L, Slide 7-G in the Wayne County Registry; thence continuing S. 82° 39' 41" W. 31.95 feet to a point in the centerline of N. C. Secondary Road No. 1003 (New Hope Road), the point of beginning containing 5.146 Acres more or less including the right of way of N. C. Secondary Road No. 1003 (New Hope Road), or 5.000 Acres more or less excluding the right of way of N. C. Secondary Road No. 1003 (New Hope Road).

W/O 230082


LOCATION SKETCH
SITE
(CRABTREE ROAD) N.C. SECONDARY ROAD NO. 1570
(CRABTREE ROAD) N.C. SECONDARY ROAD NO. 1638
JOHN BELL SUBDIVISION SECTION TWO PLAT CABINET F SLIDE 299
JOHN BELL SUBDIVISION PLAT CABINET F SLIDE 214
LOTS 16 & 17 BELL PROPERTY ESTATE FILE 09-E-150
PERRY REAL ESTATE GROUP LLC PROPERTY DEED BOOK 1670 PAGE 560 PIN NUMBER 3810034731
DELANOR L. OAK, ET. UX. PROPERTY DEED BOOK 3316 PAGE 166
YVONNE M. PARNELL PROPERTY DEED BOOK 3878 PAGE 909
EUGENE L. BENNETT, ET. UX. PROPERTY DEED BOOK 1858 PAGE 465
PAUL D. DEGRAW, ET. AL. PROPERTY DEED BOOK 3397 PAGE 769
CRAIG CREEK FARMS INC. DEED BOOK 1871 PAGE 427
PERRY REAL ESTATE GROUP LLC PROPERTY DEED BOOK 1670 PAGE 453 PLAT CABINET L SLIDE 7-C PIN NUMBER 3810039019
GREENBRIER OFFICE PARK LLC PROPERTY DEED BOOK 2408 PAGE 222 PIN NUMBER 3810035836
EXISTING DITCH
30' ELECTRIC LINE EASEMENT
POINT MID-PAVEMENT
POINT WITHIN WATER
1 IRON REBAR
1 IRON PIPE
HYDRANT
PK NAIL MID-INTERSECTION
N 11°33'05" W ARC = 160.13' CHORD = 159.89' R = 973.06'
S 07°11'26" E ARC = 248.77' CHORD = 248.10' R = 973.06'
N 10°08'37" E ARC = 69.13' CHORD = 69.10' R = 973.06'
N 87°31'10" E 826.97'
S 87°31'10" W 826.97'
N 87°31'10" E 314.33'
N 87°31'10" E 314.33'
N 87°31'10" E 314.33

ITEM V

CITY OF GOLDSBORO
AGENDA MEMORANDUM
April 3, 2023 COUNCIL MEETING

SUBJECT: Change Order No.1 Price Change for the Bulk Storage Tank replacement for the WRF

BACKGROUND: In the FY23 Budget the Bulk Storage Tank Replacement was approved for $45,000. The City received bids on July 15, 2022, the lowest bid came at $118,450. During the November 21,2022 council meeting, Council approved the use of the Utilities Capital Reserve Fund for amount of $73,450 in addition to the $45,000 that was originally budgeted for a total of $118,450.00. Council adopted Resolution 2022-116 at the December 5, 2022 meeting to authorize the City Manager to execute the contract with Dellinger Inc. in the amount of $118,450 to replace the caustic soda bulk storage tank.

DISCUSSION: The original contract amount had a price increase on the materials of $8,202. Also, the contract did not include sales taxes for materials used in the project, therefore an additional $8,549.01 is needed to cover sales tax. Staff recommends issuing a change order to increase the contract amount to include the sales taxes and the increase cost of the bulk storage tank. Finance will request a tax refund in 2023 to recoup the sales taxes. The total change order requested is $16,751.01, which would put the total contract price at $135,201.01.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolutions authorizing Change Order No. 1 to the contract with Dellinger Inc. for the Bulk Storage Tank Replacement at the WRF.

Date: 3-29-2023

Robert Sherman, Public Utilities Director

Date: 3/30/23

Timothy Salmon, City Manager

**RESOLUTION NO. 2023- 29**

**RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER NO. 1 TO DELLINGER, INC. FOR THE BULK STORAGE TANK REPLACEMENT PROJECT**

**WHEREAS**, Council adopted Resolution 2022-116 during the December 5, 2022 meeting and authorized the City Manager to execute the contract with Dellinger Inc for the bulk storage tank replacement at the Water Reclamation Facility (WRF); and

**WHEREAS**, Material cost increase and sales taxes for material used in this project were not included in the original contract price; and

**WHEREAS**, Change Order No. 1 will increase the contract to include the amount of $16,751.01 for materials cost increase and sales taxes for the Bulk Storage Tank replacement at the WRF; and

**WHEREAS**, the Finance Department will request a tax refund in 2023 to recoup the sales taxes.

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

1. The City Manager is hereby authorized and directed to execute Change Order No. 1 to increase the contract for the Bulk Storage Tank Replacement at the WRF in an amount of $16,751.01 to bring the total contract price to $135,201.01.

2. This Resolution shall be in full force and effect from and after this 3rd day of April 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item P

Moved to Items Requiring Individual Action

**CITY OF GOLDSBORO**
**AGENDA MEMORANDUM**
**APRIL 3, 2023 COUNCIL MEETING**

SUBJECT: **FINAL ACTION**
**SU-3-23** Place of Entertainment w/ ABC Permit (Bricks Restaurant) – 223 N Center St.

DISCUSSION: This Special Use Permit was voted on and approved at the March 20, 2023, meeting and is not eligible for further deliberation or discussion.

REQUIRED ACTION: Council shall review the Order to Approve, and Mayor Ham shall sign the order.

Date: 3/27/23

Austin Brinkley, Interim Planning Director

Date: 3/29/23

Timothy Salmon, City Manager

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

**CITY OF GOLDSBORO**
**ORDER APPROVING SU-3-23**

**Written Decision**

On Monday, March 20, 2023, at 7:00 p.m., the Goldsboro City Council, sitting as the Board of Adjustment, held a quasi-judicial hearing on matter SU-3-23, a request by Nicholas Ward to establish a Place of Entertainment w/ ABC Permit at tax parcel 2599960738.

Mr. Austin Brinkley, Interim Planning Director, presented the agenda materials to City Council. After having heard the sworn testimony offered by staff and having considered the agenda materials that were accepted into evidence and presented at the hearing, the Goldsboro City Council makes the following findings of fact:

**Findings of Fact**

1.) The application for a Special Use Permit at this location is complete and the Goldsboro City Council has jurisdiction over the parties and the subject matter. The proposed Special Use is to establish a Place of Entertainment w/ ABC Permit, the property is in the Central Business District (CBD) Zoning District and is identified as tax parcel number 2599960738.

2.) The property owner is Greenbriar Property Services, LLC.

3.) The Central Business District (CBD) Zoning District is established to maintain and strengthen the concentration of commercial, service, residential and institutional uses that serve the entire community and region. The district encourages a mix of high intensity pedestrian-oriented uses compatibly designed and arranged around the existing compact core.

4.) The use is proposed to operate within the flex-space portion of the structure, the front part of the structure will operate as "Bricks Restaurant".

5.) There was no evidence presented in support or opposition.

6.) That the use meets all requirements of the Goldsboro Unified Development Ordinance.

7.) That the use will not substantially injure the beneficial use of adjoining or abutting property.

8.) That the use will be in harmony with existing development and uses within the area in which it is located.

9.) That the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The Land Use Plan shows the property as being in the Mixed-Use Downtown designation. This use is not out of character with the Mixed-Use Downtown designation.

## Conclusion and Decision

Based on the application, the evidence submitted, and the above findings, the City of Goldsboro City Council voted on the following four standards found in Section 2.4.10 of the Unified Development Ordinance:

1.) That the use will not materially endanger the public health or safety.

On a 6-0 vote, City Council found that the use would not materially endanger the public health or safety.

2.) That the use will not substantially injure the beneficial use of adjoining or abutting property.

On a 6-0 vote, City Council found that the use would not substantially injure the beneficial use of adjoining or abutting property.

3.) That the use will be in harmony with existing development and uses within the area in which it is located.

On a 6-0 vote, City Council found that the use would be in harmony with existing development and uses within the area in which it is located with the inclusion of the staff recommended condition that all activities are to be contained within the structure.

4.) That the use will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan.

On a 6-0 vote, City Council found that the use would be in general conformity with the City of Goldsboro Comprehensive Land Use Plan.

## Decision

**BASED ON THE FORGOING FINDINGS OR FACT, AND CONCLUSIONS OF LAW, THE BOARD CONCLUDES AS A MATTER OF LAW** that the Applicant has met the requirements of the Goldsboro Unified Development Ordinance and that this Application for a Special Use Permit should be and herby is **APPROVED**.

This the 3rd day of April 2023.

Taj Polack, Mayor Pro Tem

Ronald T. Lawrence, City Attorney

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

200 North Center Street, 27530
P 919.580.4362

**RE-ENTRY MONTH**
**PROCLAMATION**

**WHEREAS,** 70 million Americans have a criminal record that creates significant barriers to employment, economic stability and successful reentry into society; and

**WHEREAS,** over 640,000 people are released from Federal and State prisons each year; and

**WHEREAS,** promoting the rehabilitation and reintegration of individuals into society with a future is an important goal for all communities; and

**WHEREAS,** policies that limit a second chance are detrimental to opportunities related to employment with local governments, state governments, federal government and private companies; and

**WHEREAS,** engaging the private sector and honoring Champions of Change are an important tool, along with proper education in reducing recidivism; and

**WHEREAS,** the City of Goldsboro continues to collaborate with the Wayne County Reentry Council, Wayne Community College, local industry and all units of government to promote re-entry efforts for motivated individuals to compete for jobs, attain stable housing, support their families, and contribute to their communities.

**NOW, THEREFORE BE IT RESOLVED,** that the Goldsboro City Council does hereby proclaim the month of April as

***SECOND CHANCE MONTH***

in Goldsboro, North Carolina and encourage residents to observe this month and recognize the efforts of those who work to improve rehabilitation and reintegration of formerly incarcerated individuals.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this the 3rd day of April, 2023.

CITY OF GOLDSBORO INCORPORATED 1844 · 1881

David Ham, Mayor