GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 21, 2022

(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**
4. **NEW BUSINESS**
   a. 309 Walnut Street Sewer Issue (Zachary E. Lilly)
   b. NCLM Voting Delegate (City Manager)
   c. Utility Rates (City Manager)
   d. NPO Support (City Manager)
   e. GWTA Board Discussion (Mayor)

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

Invocation (Archbishop Anthony Slater, Tehillah Church Ministries)
Pledge of Allegiance

III. ROLL CALL

IV. APPROVAL OF MINUTES

A.1 Minutes of the Council Retreat of February 21-22, 2022
A.2 Minutes of the Joint Meeting of March 1, 2022

V. PRESENTATIONS

B. Resolution in Support and Honor of the People of Ukraine and the Men and Women Assigned to Seymour Johnson Air Force Base
C. Eagle Scout Jonah Williams Recognition (Mayor, Councilmember Aycock)
D. Goldsboro Redistricting Maps (Poyner-Spruill)

VI. PUBLIC HEARING

E. Z-1-22 Angelita Morrisroe – East of N. William Street between Wilson St. and E. US 70 Hwy. service road and within the corporate City limits (Planning)
F. Z-2-22 Eastern Hill, Inc. – South side of E. Elm Street between Crawford St. and Beale St. and within the corporate City limits (Planning)
G. Z-3-22 RBV Investments, LLC. – North side of E. US 70 Hwy. between Corbett St. and N. Oak Forest Dr. and located in the corporate City limits (Planning)
H. Z-4-22 KRP Investments, LLC. – East side of Wayne Memorial Dr. between Fourth St. and Gracie Pl. and located in the corporate City limits (Planning)

VII. PUBLIC COMMENT PERIOD

VIII. CONSENT AGENDA ITEMS

I. Location of the 135th USCT Civil War Trail Marker (Travel & Tourism)
J. Supply Agreement between Sonoco Recycling LLC and the City of Goldsboro (COG) (Public Works)
K. Ratifying the Actions Taken Regarding Water Tank Communications Colocation Lease Agreements and Approving Amendment to T-Mobile Lease (City Manager)
L. Advisory Board and Commission Appointments (Deputy City Clerk)

M. Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina (Deputy City Clerk)
N. Departmental Monthly Reports – January and February

IX. ITEMS REQUIRING INDIVIDUAL ACTION

O. Proposal to Provide Economic Incentives to the Mount Olive Pickle Company (Mark Pope, WCDA)

X. CITY MANAGER'S REPORT

XI. CEREMONIAL DOCUMENTS

P. Resolution Expressing Appreciation For Services Rendered By Linwood (Worth) Smith As An Employee Of The City Of Goldsboro For More Than 19 Years
Q. Resolution Expressing Appreciation For Services Rendered By Dwight Tyndall As An Employee Of The City Of Goldsboro For More Than 7 Years
R. Child Abuse Prevention Month Proclamation

XII. MAYOR AND COUNCILMEMBERS' COMMENTS

XIII. CLOSED SESSION

XIV. ADJOURN

Hello all!

The nomination period for the 2022-2023 Board of Directors is now open and will run through March 31. Once again, we will hold an electronic voting process for board elections.

During CityVision, held April 26-28 in Wilmington, League members will attend the annual business meeting where the 2022-2023 electronic Board of Directors election results will be announced.

You are receiving this because each member municipality shall ***designate one voting delegate*** who is eligible to cast a single vote for the 2022-2023 League Board of Directors in advance of the annual business meeting.

Please complete the **Voting Delegate form** to identify your municipality's voting delegate to ensure delivery of electronic ballot and voting instructions by April 15, 2022.

DESIGNATE YOUR VOTING DELEGATE HERE

Electronic Voting Timeline:

- The designated voting delegate shall receive their credentials and voting instructions on or before **April 15, 2021.**
- The appointed voting delegate shall vote on the slate of candidates via electronic means between **April 15 - April 20, 2022**.
- The election results shall be presented to the membership at CityVision 2022, **April 28, 2022** at the **NCLM Annual Business Meeting during the CityVision conference.**

If you have any questions or need assistance, please feel free to contact me at

kwaddell@nclm.org | (919) 715-0950

Public Utility Rates

Tim Salmon, City Manager
March 21st, 2022

GOLDSBORO
BE MORE DO MORE SEYMOUR

www.goldsboronc.gov

Summary

Stantec Findings and Recommendations Dec 6, 2021

- Current water and sewer rates are not sufficient to meet the needs of the utility systems
- Rate increases will be required in the coming years
- Level of capital investment in water and sewer systems **is the significant driver** for rate increases
- Even with increases water and sewer rates will result in utility bills that are within the average utility bills in surrounding communities in North Carolina

Capital Improvement Projects
(Edited From Stantec Rate Study)

Type of Project ($ Million)*	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Engineering	$4.79	$11.58	$1.34	$3.37	$7.21	$0.11	$3.14	$ 0.88	$32.42
Water Treatment Plant	1.29	2.54	5.39	0.35	0.31	95.00	0.22	0.87	105.1
Water Reclamation Facility	2.74	3.58	65.00	0.19	0.19	0.19	0.69	1.09	73.67
Compost Facility	0.40	0.50	0.60	0.20	0.37	0.20	0.41	0.62	3.30
Vehicles & Equipment	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	3.60
Total	**$9.62**	**$18.60**	**$72.73**	**$4.50**	**$8.48**	**$95.90**	**$4.86**	**$2.97**	**$218**

**Projects shown in current dollars, financial model assumes 3% annual inflation in capital costs beginning in 2022*

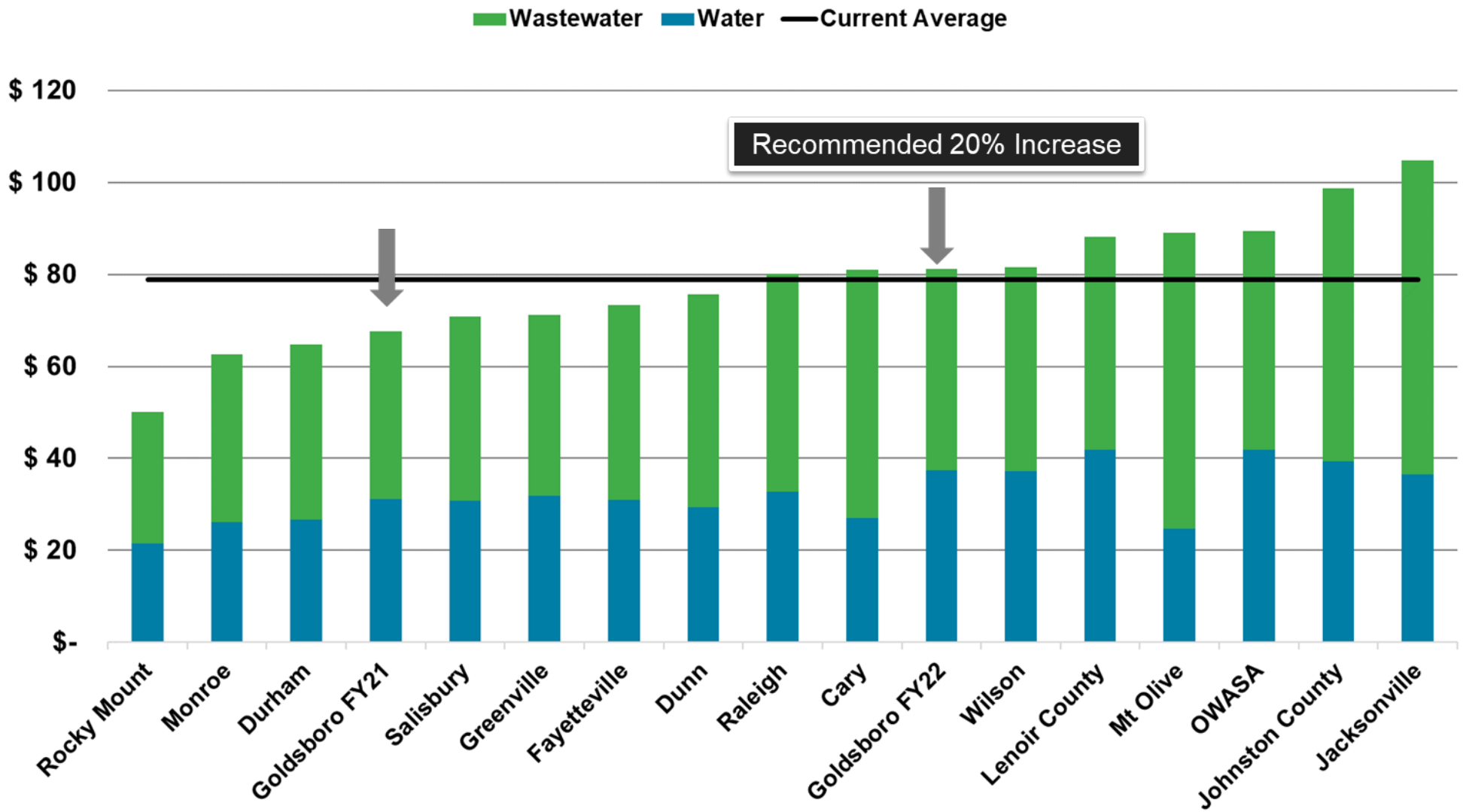
- CIP totals $218 million (2023 – 2030)
- Projects are primarily funded with debt

5-Year Revenue Sufficiency Full Capital Plan - Forecast Increases (Edited From Stantec Study)

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Operating Expenses	$14,315,496	$15,260,126	$15,752,078	$16,292,299	$16,749,248
Existing and Future Debt Service	3,753,541	4,083,041	5,414,139	8,309,640	8,562,774
Cash Funded Capital	5,849,967	2,063,770	1,618,771	597,008	951,445
Total Revenue Requirements	**23,919,004**	**21,406,937**	**22,784,988**	**25,198,947**	**26,263,467**
Rate Increases	***20%***	***15%***	***15%***	***12%***	***10%***
Revenues with Rate Increases	**$21,456,950**	**$24,675,493**	**$28,376,817**	**$31,782,035**	**$34,960,238**
ARPA Funds	2,558,994	-	-	-	-
Annual (Shortfall) / Surplus	**($98,140)**	**$3,268,556**	**$5,591,829**	**$6,583,088**	**$8,696,771**
Residential Customer Bill	**$81.19**	**$93.37**	**$107.38**	**$120.26**	**$132.28**

Regional average current bill is approximately $83

Regional Monthly Residential Bill Comparison @ 5,000 gallons



Draw down of Utility Fund balance for planned CIP projects; keeping with the 20% rate increase creates a slower draw down of the fund balance.

FAMS Financial Analysis & Management System | By Stantec

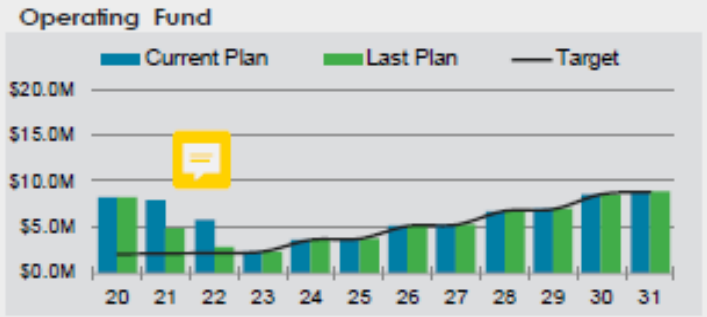
GOLDSBORO, NC WATER & SEWER

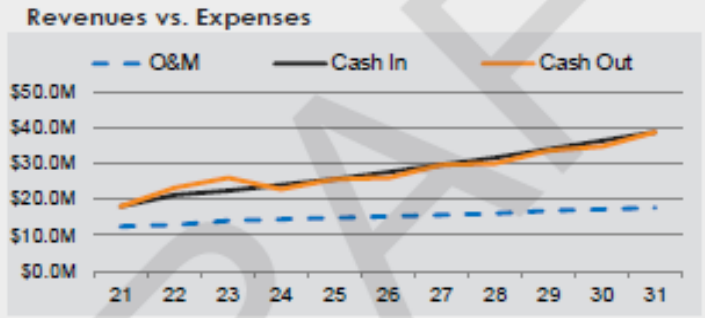
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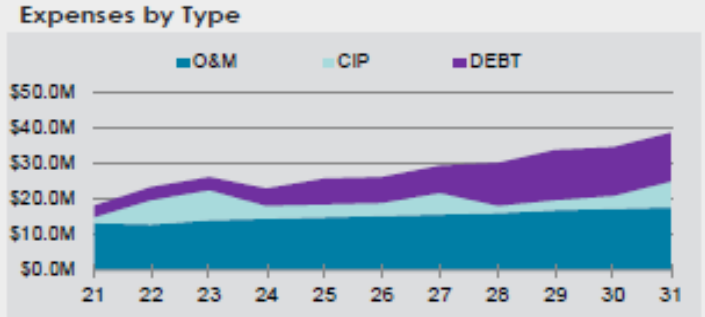
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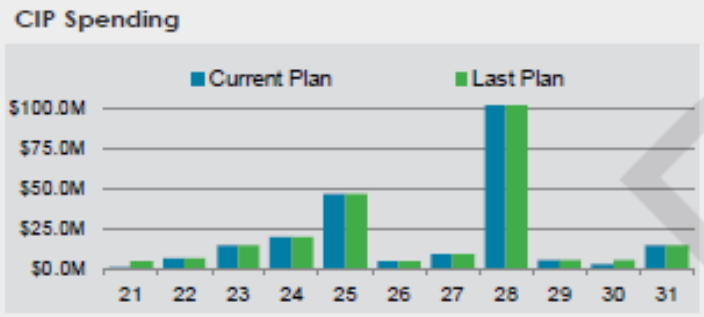
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Water Rate Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	60.24%	130.27%
Last Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	60.24%	130.27%
Sewer Rate Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%		
Last Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%		
All-In Debt Service Coverage	1.54	2.31	2.38	2.09	1.47	1.65	1.78	1.29	1.23	1.37	1.53		
Last Plan	1.54	2.30	2.25	2.00	1.43	1.59	1.72	1.26	1.21	1.32	1.47		
Total General - Inside City Bill	$87.66	$81.16	$87.24	$93.82	$100.85	$108.44	$116.60	$125.39	$134.82	$144.90	$155.74		
Last Plan	$87.66	$81.16	$87.24	$93.82	$100.85	$108.44	$116.60	$125.39	$134.82	$144.90	$155.74		

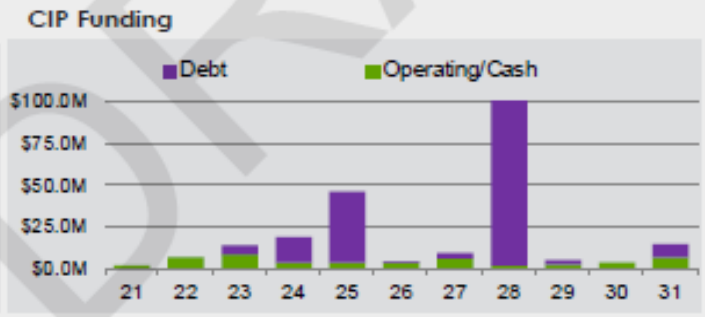
CIP Option	Debt
Addtl PS	Y
DSC Target	1.00
Check	0

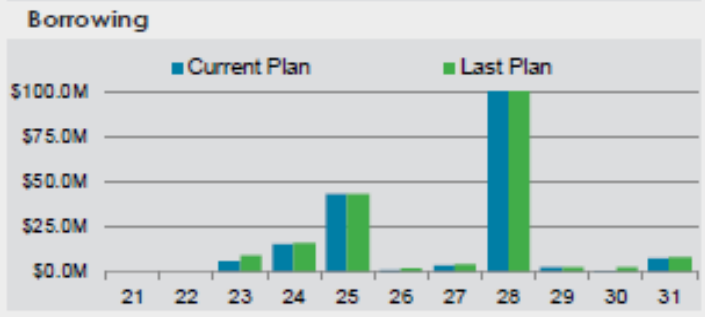












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Note: The Last Plan (green bars) reflect the plan presented including all of the CIP projects prior to March 23, 2021, whereas, the Current Plan (blue bars) reflect the plan excluding the Water System Improvements project in FY 2021 and the Phase III R&R Project in FY 2030.

Lower FY22 rate increase if $8.2M of $8.8M ARP invested in CIP.

FAMS Financial Analysis & Management System | By Stantec

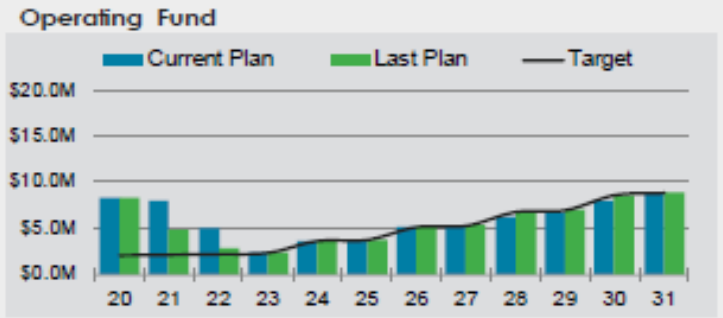
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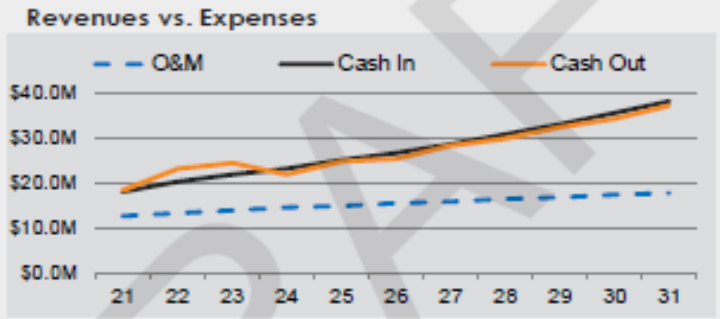
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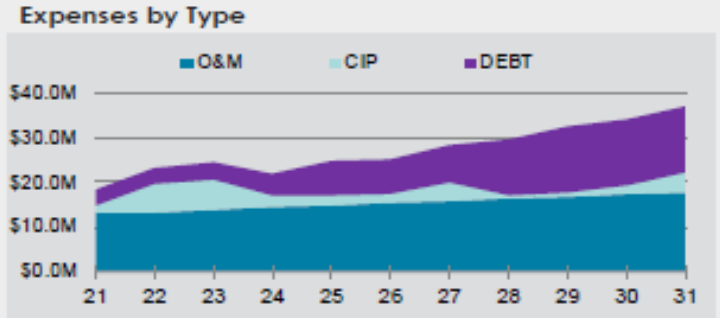
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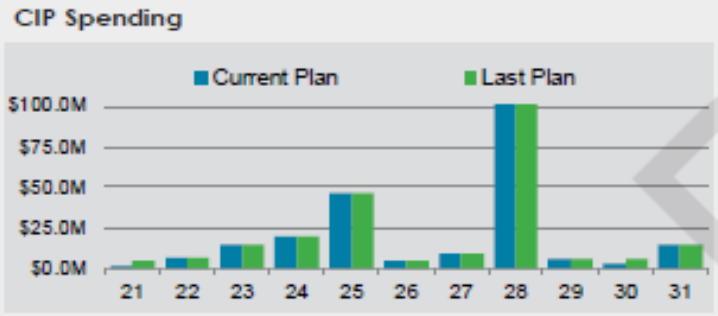
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Water Rate Plan	0.00%	15.00%	7.50%	7.50%	7.50%	7.50%	7.50%	8.00%	8.00%	8.00%	8.00%	53.71%	124.93%
Last Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	60.24%	130.27%
Sewer Rate Plan	0.00%	15.00%	7.50%	7.50%	7.50%	7.50%	7.50%	8.00%	8.00%	8.00%	8.00%		
Last Plan	0.00%	20.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%		
All-In Debt Service Coverage	1.54	2.07	2.07	1.82	1.29	1.43	1.53	1.15	1.10	1.23	1.37		
Last Plan	1.54	2.30	2.25	2.00	1.43	1.59	1.72	1.26	1.21	1.32	1.47		
Total General - Inside City Bill	$67.66	$77.85	$83.68	$89.95	$96.72	$103.95	$111.74	$120.72	$130.35	$140.80	$152.07		
Last Plan	$67.66	$81.16	$87.24	$93.82	$100.85	$108.44	$116.60	$125.39	$134.82	$144.90	$155.74		

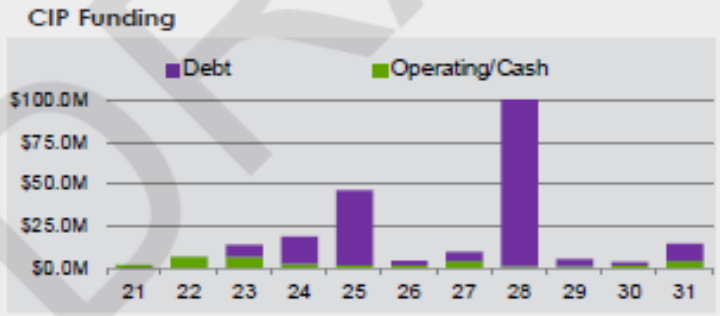
CIP Option	Debt
Addtl PS	Y
DSC Target	1.00
Check	0

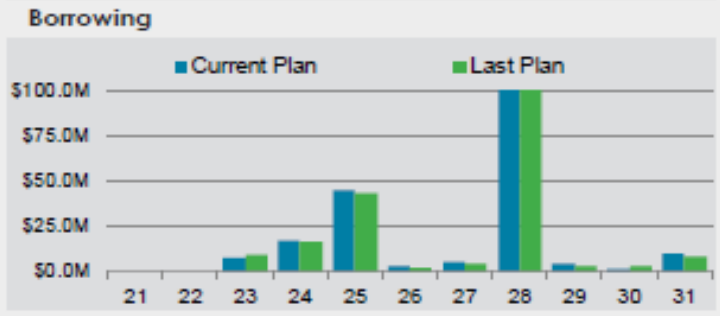












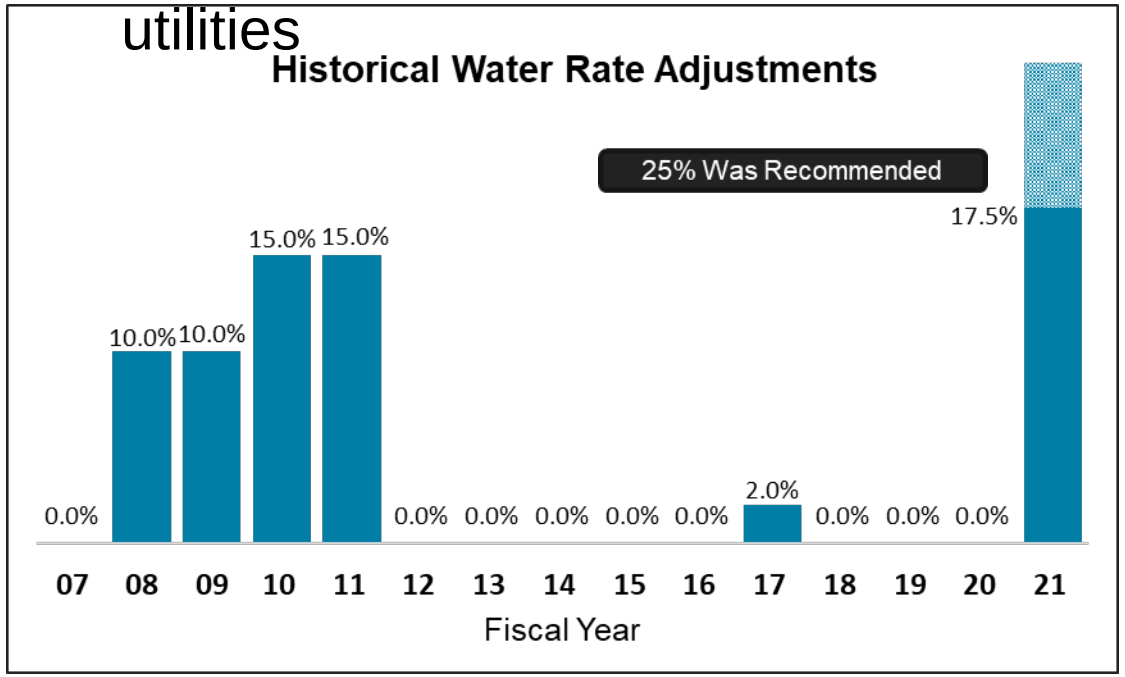
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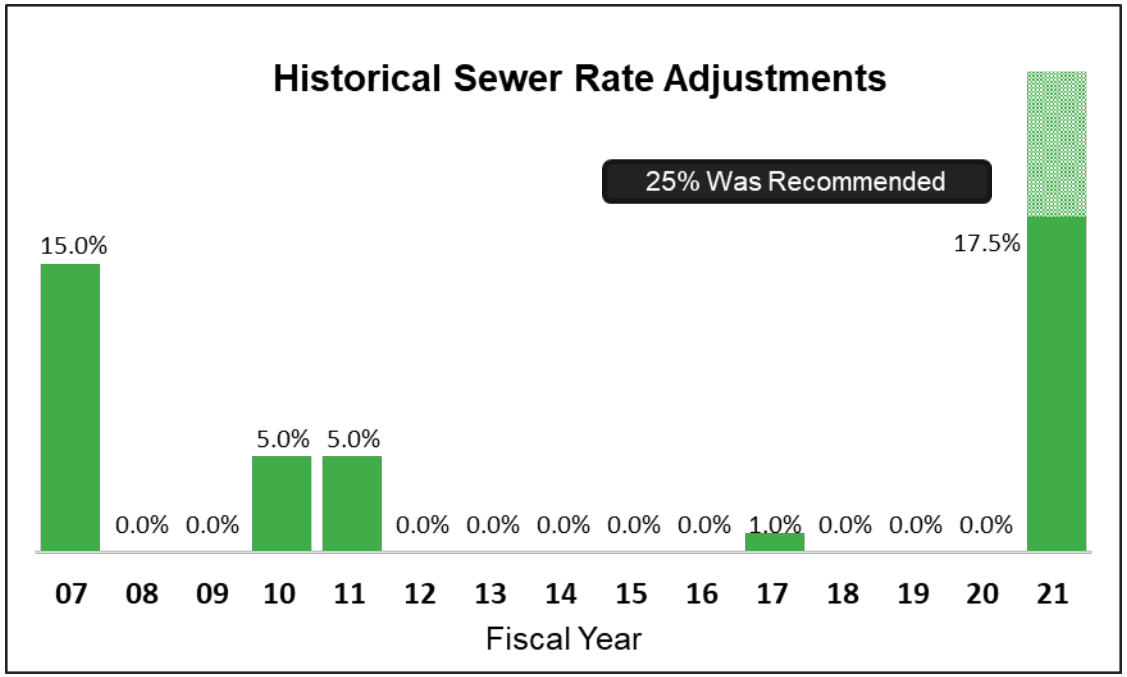
Note: The Last Plan (green bars) reflect the plan presented including all of the CIP projects prior to March 23, 2021, whereas, the Current Plan (blue bars) reflect the plan excluding the Water System Improvements project in FY 2021 and the Phase III R&R Project in FY 2030.

Questions?

Rate History

- Minimal usage rate adjustments over the past decade
- Goldsboro water and sewer rates remain low compared to national and local utilities





FY 2022-23 Agency Requests					
Agency	FY 20-21 Adopted Allocation	FY 21-22 Adopted Allocation	FY 22-23 Requested	FY 22-23 Manager's Recommended 5/XX/22	FY 22-23 Adopted 6/XX/22
Literacy Connections	9,000	11,000	20,000		
Rebuilding Broken Places	13,500	15,500	25,000		
HGDC Community Crisis Ctr.	4,500	6,500	25,000		
Boys & Girls Club	13,500	15,500	15,000		
Arts Council	22,500	24,500	35,000		
~~Wayne County Schools - PEG distribution~~	~~27,400~~	~~27,400~~	-		
WAGES (funded with CDBG-CV funds)	18,000	-	20,000		
W.A.T.C.H. (funded with CDBG-CV funds)	18,000	-	25,000		
Museum	13,500	15,500	16,500		
Communities in Schools	13,500	15,500	20,000		
~~Mental Health Association (3 year agrmt. FY20-FY22)~~	~~12,000~~	~~12,000~~			
~~Waynesborough Park~~	~~18,000~~	-	-		
Goldsboro/Wayne Transportation	200,000	303,129	303,129		
~~MPI (Mephibosheth Project Inc)~~	~~4,500~~	~~6,500~~	-		
W.I.S.H.	9,000	11,000	15,000		
~~Three In One Family Center~~	-	-	-		
Waynesborough Model RR Club Inc.	-	-	20,000		
Warm Body Warm Soul Help Center	-	-	15,000		
4 Day Movement	-	-	21,150		
Vision of David	-	-	71,000		
Freedom Fam Youth Uhuru	-	-	10,000		
Passionate Beginnings	-	-	10,000		
MLFL	-	-	40,000		
Wayne Pregnancy Center/Cry Freedom Missions	-	-	65,000		
TOTALS	396,900	464,029	771,779	-	-

MINUTES OF THE GOLDSBORO CITY COUNCIL ANNUAL RETREAT
FEBRUARY 21-22, 2022

FEBRUARY 21, 2022

The Mayor and City Council of the City of Goldsboro, North Carolina, held their Annual Retreat on Monday, February 21, 2022 at the Goldsboro Event Center, 1501 South Slocumb Street, Goldsboro, North Carolina with attendance as follows:

Present: Mayor David Ham, Presiding
Mayor Pro Tem Taj Polack
Councilwoman Hiawatha Jones
Councilman Bill Broadaway (arrived at 9:30)
Councilwoman Brandi Matthews
Councilman Charles Gaylor, IV
Councilman Gene Aycock

Others Present: Tim Salmon, City Manager
Laura Getz, City Clerk
Ron Lawrence, City Attorney
Roe O'Donnell, Temporary Assistant City Manager
Octavius Murphy, Assistant to the City Manager
Holly Jones, Deputy City Clerk
Kenny Talton, Planning Director
Jeff Cooke, GIS Specialist
Mike West, Police Chief
Scott Williams, Information Technology Director
Felicia Brown, Parks and Recreation Director
Bert Sherman, Interim Public Utilities Director
Rick Fletcher, Public Works Director
Ron Stempien, Fire Chief
Allen Anderson, Chief Building Inspector
Felecia Williams, Community Relations Director
Bobby Croom, Engineering Director
Adam Twiss, Paramount Theatre Director
Brad Hinnant, Assistant Information Technology Director
Erin Fonseca, Downtown Development Director
Scott Satterfield, Business & Property Development Specialist
Metra Sheshbaradaran, Downtown Goldsboro Intern

Call to Order. Mayor Ham called the meeting to order at 9:00 a.m.

Adoption of the Agenda. City Manager Tim Salmon requested to add a discussion to end the mask mandate to the agenda. Council and the manager discussed the issue of mask mandates. Mayor Pro Tem Polack made a motion to keep the current policy which requires that individuals within six feet of another one will wear a mask. Councilwoman Matthews seconded the motion. Mayor Ham, Mayor Pro Tem Polack, Councilmembers Jones, Matthews and Gaylor voted for the motion. Councilman Aycock voted against the motion The motion passed. Councilmember Gaylor made a motion to approve the agenda as amended. The motion was seconded by Councilwoman Jones and unanimously carried.

Mayors Comments. Mayor Ham shared the following presentation:

Purpose: To address issues effecting the Growth of Goldsboro, Services to our Citizens and Improvement of their Quality of Life.

What impacts these issues?

Growth of Goldsboro:

- Major growth in counties to our west – Wake, Harnett, Johnston (Johnston fastest growing in NC).
- Increased residential construction in west and northwest areas of Goldsboro/Wayne County.
- New industry growth since 2015 and still more to come.
- How do we prepare and support this anticipated Growth?

Infrastructure:

- Utilities - Look seriously at development of a clear plan to prioritize and fund the needed repairs and expansion of our water and sewer capabilities to serve current and future requirements.
- Roads/streets – Repair/ Upgrades/New Construction.

Other:

- Revenue to the City (Property/Sales Taxes, Utility Rates/Other).
- High Standards of Services to our Citizens.
- Affordable Housing.
- Jobs.

Economic Development. (Mark Pope, WCDA President; Berry Gray, WC Planning Director; Kenny Talton, CoG Planning Director)

Mark Pope, Wayne County Development Alliance President shared the following presentation:

















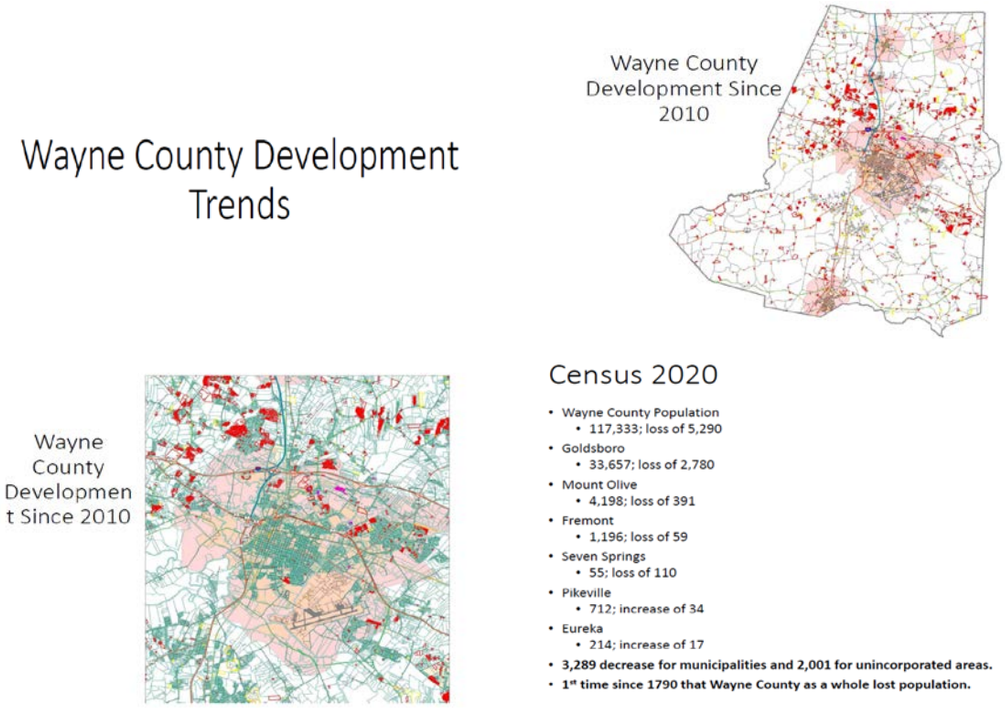


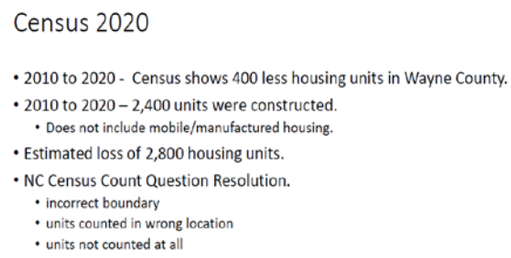




Council discussed housing, quality of life, and education with Mr. Pope.

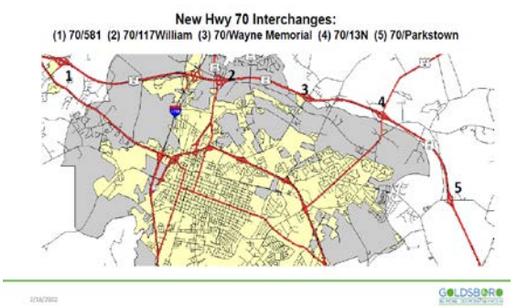
Berry Gray, Wayne County Planning Director shared the following presentation:

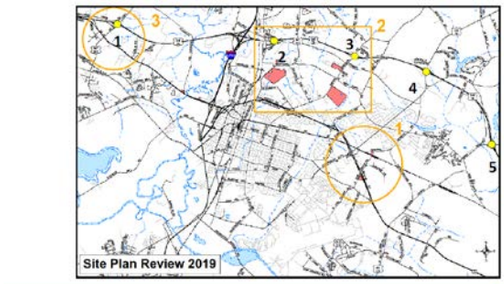


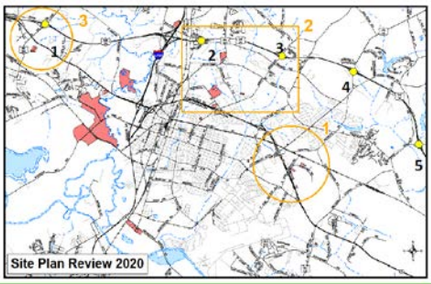


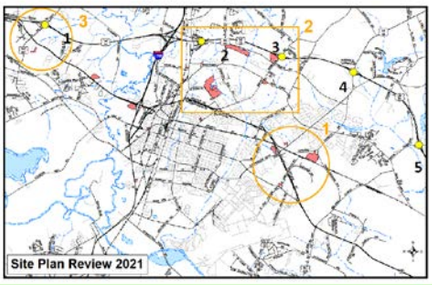
Kenny Talton, Planning Director shared the following presentation:

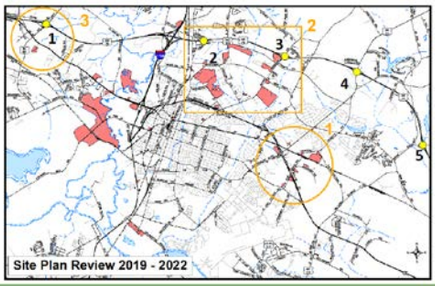












PLAN NUMBER	APPLICATION DATE	Name	DESCRIPTION
SITE-02-19-008927	2/11/2019	Dilmar Oil Company	Site-1-19 605 N John Street
SITE-03-19-008987	3/22/2019	AAA Mini Storage Modification	SITE-2-19 AAA Mini Storage Modification
SITE-04-19-009018	4/11/2019	ECPC Medical Office	SITE-3-19 ECPC Medical Office
SITE-04-19-009023	4/15/2019	Penske Truck	SITE-4-19 Penske Truck
SITE-04-19-009024	4/15/2019	Rashed LLC	SITE-5-19 Rashed LLC
SITE-04-19-009027	4/16/2019	Affordable Suites	SITE-6-19 Affordable Suites
SITE-04-19-009036	4/22/2019	Joyful Play Childcare & Preschool	SITE-7-19 Joyful Play Childcare & Preschool SEE Z-11-19
SITE-04-19-009057	4/29/2019	Wayne Community College	SITE-8-19 Wayne Community College
SITE-05-19-009104	5/31/2019	Riccobene Parking	SITE-9-19 Riccobene Parking
SITE-06-15-009116	6/10/2019	Pride Carwash	SITE-10-19 Pride Carwash
SITE-07-19-009164	7/11/2019	Luis one stop Automobile Repair & Service	SEE CU-11-19
SITE-07-19-009169	7/15/2019	Bread of Heaven Life Center	SITE-12-19 Bread of Heaven Life Center (416 N John St.)
SITE-07-19-009189	7/19/2019	Carolina Motel	SITE-14-19 Carolina Motel
SITE-07-19-009203	7/25/2019	Alex Economy MHP	SITE-13-19 Alex Economy MHP
SITE-07-15-009203	7/25/2019	Alex Economy MHP	SITE-13-15 Alex Economy MHP
SITE-09-19-009257	9/16/2019	Jernigan Furniture Addition	Site-15-19 Jernigan Furniture Addition
SITE-09-19-009261	9/17/2019	Circle K	SITE-16-19 Circle K
SITE-09-19-009274	9/27/2019	Wilcohess/McDonalds	SITE-17-19 Wilcohess/McDonalds
SITE-10-19-009301	10/17/2019	Team Chevrolet of Goldsboro	SITE-18-19 Team Chevrolet of Goldsboro - 3300 US 70 E
SITE-11-19-009330	11/4/2019	Car Wash US 70 HWY W	Site-19-19 Car Wash US 70 W
SITE-11-19-009332	11/4/2019	Reno Life	SITE-20-19 Reno Life
SITE-12-19-009419	12/27/2019	Goldsboro Business Park	Site-22-19 Lot 6 Goldsboro Business Park

PLAN NUMBER	APPLICATION DATE	Name	DESCRIPTION
SITE-01-21-010092	1/28/2021	Pirates Cove Carwash	Site-1-21 Pirates Cove Carwash
SITE-02-21-010041	2/1/2021	Duplex Apartments	Site-2-21 Rose Street
SITE-02-21-010043	2/1/2021	Super Cast	Site-5-21 Super Cast
SITE-03-21-010073	3/23/2021	Wayne Co. Farm Bureau	Site-4-21 Wayne Co. Farm Bureau
SITE-03-21-010109	3/15/2021	ARCS Gases Building Addition & Parking	SITE-5-21 ARCS Gases Building Addition & Parking
SITE-04-21-010145	4/6/2021	Piedmont Natural Gas	SITE-06-21 Piedmont Natural Gas
SITE-04-21-010157	4/12/2021	Faith Freewill Baptist	Site-07-21 Faith Freewill Baptist
SITE-04-21-010158	4/12/2021	Baker Pipe	Site-08-21 Baker Pipe
SITE-08-21-010264	6/14/2021	King's Automotive Group	Site-9-21 King's Automotive Group/Tonya King. Fee waived for site plan- BOA Fee
SITE-07-21-010319	7/7/2021	Target drive up expansio	Target drive up expansion - Site-10-21
SITE-07-21-010327	7/19/2021	Keller Way	Site-12-21 Keller Way
SITE-07-21-010336	7/21/2021	Jackson Builders WFCS Charter School	Site-11-21 Jackson Builders WFCS Charter School
SITE-08-21-010350	8/3/2021	Neuse Hospitality LLC	Site-13-21 Neuse Hospitality LLC
SITE-08-21-010374	8/11/2021	Tiffany Gardens Phase 1	Site-14-21 Tiffany Gardens Phase 1
SITE-08-21-010376	8/11/2021	US Hwy 117 Bypass Warehouse Storage	Site-15-21 2115 US Hwy 117 Bypass Warehouse Storage
SITE-08-21-010384	8/18/2021	Applebee's Mid-Atlantic	Site-16-21 Applebee's Mid-Atlantic
SITE-08-21-010420	9/10/2021	BB&T	Site-17-21 BB&T
SITE-09-21-010424	9/14/2021	Mini Storage Industry Court	Site-18-21 Mini Storage 117 Industry Court
SITE-09-21-010442	9/21/2021	Goldsboro Asphalt Plant	Site-19-21 Goldsboro Asphalt Plant
SITE-09-21-010448	9/24/2021	Homewood Suites	Site-20-21 Homewood Suites
SITE-09-21-010456	9/28/2021	CFA	Site-21-21 CFA
SITE-11-21-010517	11/2/2021	Gravel Yard Piedmont Natural Gas	Site-22-21 Gravel Yard Piedmont Natural Gas
SITE-12-21-010580	12/16/2021	Cell Tower Colocation	Site-23-21 407 Vann St Cell Tower Colocation
SITE-12-21-010582	12/17/2021	Cell Tower Colocation	Site-22-21 812 T N James St
SITE-02-22-010637	2/1/2022	Magnolia Grove Phase II	SITE-1-22 Magnolia Grove Phase II

Goldsboro Land-Use Trends

- Commercial development activity has increased along 70 West.
- Strong indications that commercial development activity will increase along the new Hwy70 corridor, specifically at 70/581, 70/117N and 70/Wayne Memorial Dr.
- Increase in new single-family and multi-family developments (i.e. Magnolia Grove, Adair Place, Tiffany Gardens).
- Strong indications that multi-family developments will increase to meet current housing demands for the area.
- Strong indications that existing and new industrial business parks will see an increase in development activity

Mayor Ham shared that he asked for these presentations to show that Goldsboro is changing and growing and we need to be prepared to provide the facilities, the infrastructure, and other services.

Public Utilities Presentation. Bert Sherman, Interim Public Utilities Director shared the following presentation:

Public Utilities Projects

Bert Sherman, WRF Superintendent/Public Utilities Interim Director

February 21st and 22nd, 2022

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FY21-22/22-23 CIP(ARPA Funds)

• WTP Automatic Transfer Switch	$100,000
• NRPS Automatic Transfer Switch	$160,000
• Westbrook Generator	$500,000
• New Hope PS Bar Screen	$200,000
• Pecan PS Bar Screen	$225,000
• Aerator Rehabilitation	$122,000
• Bulk Chemical Tank	$ 45,000
• WTP Effluent Flow Meters	$132,000
• Concrete for Flood Barriers	$100,000
• CITI Replace and Program Obsolete Radios	$300,000
• WTP Relocation Feasibility Study*	$600,000
• Clearwell #2 Repair, Seal and Paint	$130,000
Total	**$2,614,000**

Other Major Capital Projects

Water Plant

*$600,000

New Water Treatment Feasibility Study

70+ years old



To locate New Plant out of the Flood Plain

FY2028 is slated for construction of the new Water Plant

Built in the 1950s



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Water Plant Crack Structures

Cost TBA

Repair of Structural Cracks at the WTP

An engineering contract in the amount of $26,000 to evaluate the severity of the cracking and recommend remediation with estimated costs is pending Council approval.





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2021 WRF's Permitted and Actual Flows are at 89% of Capacity

Water Reclamation Facility (WRF)

$65,000,000 Est. for additional Basin

14.2 MGD Capacity



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Water Tank Painting and Maintenance

$490,000



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Annual Neuse River Dredging

$200,000



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Water Reclamation Facility FY23

$240,000

Rebuild WRF Filter #2

Filters have been stressed due to high flows from major rain events and flooding due to 2 major hurricanes. System is out lived its life expectancy (in-service in 1994 - 28 years old.) Strongly recommend to retro fit system with a modern and more efficient system. Approximately $3,000,000 to retro fit all for filters.

Replace Sand Filter Media in One Sand Filter





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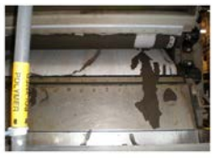
Water Reclamation Facility

$800,000

Replace WRF Belt Filter Press #1

Life expectancy of a belt filter press is 20-years. Recent repairs have increased such as motors, bearings, belts, and a roller. These are indicators of aging equipment.





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Water Reclamation Facility

$1,700,000 Est.

Retro fit WRF UV System

This project was slated for FY2020. System in service since 2000.





It would cost $1,700.00 per day to disinfect the Effluent with chemicals. ($621,000.00 per year)



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Compost Facility

$405,000.00

- Rehabilitate Agitator #1
- Bull Dozer
- Close in Bay 8 for storage
- Mower Replacement





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Stantec Rate Study December 2021

	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Total Operating Expenses	$14.32	$15.26	$15.75	$16.29	$16.75	$17.22	$17.70	$18.21	$18.73	$19.26
Capital Expenses										
Cash Funded Capital	$5.85	$3.72	$1.83	$0.82	$1.19	$1.45	$1.24	$1.31	$2.52	$3.31
Existing Debt Service	$3.75	$3.44	$3.47	$3.29	$3.08	$3.04	$3.00	$2.94	$2.89	$2.28
Projected New Debt Service	$0.00	$0.56	$1.83	$4.89	$5.34	$6.01	$10.23	$12.46	$12.61	$13.42
Total Capital Expenses	$9.60	$7.72	$7.10	$9.00	$9.61	$10.49	$14.47	$16.71	$18.03	$19.00
Total Expenses	$23.92	$22.98	$22.88	$25.29	$26.36	$27.71	$32.17	$34.92	$36.76	$38.26
Revenues at Current Rates	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39

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Capital Improvement Projects (Edited From Stantec Rate Study)

Type of Project ($ Million)*	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Engineering	$4.79	$11.58	$1.34	$3.37	$7.21	$0.11	$3.14	$ 0.88	$32.42
Water Treatment Plant	1.29	2.54	5.39	0.35	0.31	95.00	0.22	0.87	105.1
Water Reclamation Facility	2.74	3.58	65.00	0.19	0.19	0.19	0.69	1.09	73.67
Compost Facility	0.40	0.50	0.60	0.20	0.37	0.20	0.41	0.62	3.30
Vehicles & Equipment	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	3.60
Total	$9.62	$18.60	$72.73	$4.50	$8.48	$95.90	$4.86	$2.97	$218

**Projects shown in current dollars, financial model assumes 3% annual inflation in capital costs beginning in 2022*

- CIP totals $218 million (2023 – 2030)
- Projects are primarily funded with debt

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Other Water Distribution and Wastewater Collection Projects

Project	Cost	
Water System Asset Inventory and Assessment (AIA)	$ 150,000	
Wastewater System Asset Inventory and Assessment (AIA)	$ 150,000	
Water/Wastewater Merger/Regionalization Feasibility (MRF)	$ 100,000	
2017 Water System Improvements (NHR HPZ)	$ 6,000,000	
2019 Water System Improvements (2" Galvanized Water Lines)	$ 3,100,000	
Little/Big Cherry Pump Station Combination	$ 3,000,000	To Be Included with Mount Olive Pickle Project
Phase III Sanitary Sewer Rehabilitation	$ 5,200,000	
Total	**$ 17,700,000**	

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5-Year Revenue Sufficiency Full Capital Plan - Forecast Increases (Edited From Stantec Study)

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Operating Expenses	$14,315,496	$15,260,126	$15,752,078	$16,292,299	$16,749,248
Existing and Future Debt Service	3,753,541	4,083,041	5,414,139	8,309,640	8,562,774
Cash Funded Capital	5,849,967	2,063,770	1,618,771	597,008	951,445
Total Revenue Requirements	23,919,004	21,406,937	22,784,988	25,198,947	26,263,467
Rate Increases	*20%*	*15%*	*15%*	*12%*	*10%*
Revenues with Rate Increases	$21,456,950	$24,675,493	$28,376,817	$31,782,035	$34,960,238
ARPA Funds	2,558,994	-	-	-	-
Annual (Shortfall) / Surplus	($98,140)	$3,268,556	$5,591,829	$6,583,088	$8,696,771
Residential Customer Bill	$81.19	$93.37	$107.38	$120.26	$132.28

Regional average current bill is approximately $83

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Projected Operating and Capital Expenditures - Extracted from Stantec Rate Study ($ Millions)

	FY 23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
Total Operating Expenses	$15.26	$15.75	$16.29	$16.75	$17.22	$17.70	$18.21	$18.73	$19.26
Existing Capital Expenses - Debt Service	$3.44	$3.47	$3.29	$3.08	$3.04	$3.00	$2.94	$2.89	$2.28
Total Expenses	$18.70	$19.22	$19.58	$19.83	$20.26	$20.70	$21.15	$21.62	$21.54
Revenues at Current Rates	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39
Available for Fund Balance	($1.31)	($1.83)	($2.19)	($2.44)	($2.87)	($3.31)	($3.76)	($4.23)	($4.15)
Cumulative Shortfall	($1.31)	($3.14)	($5.33)	($7.77)	($10.64)	($13.95)	($17.71)	($21.94)	($26.09)

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Questions?

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Public Utilities

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Council discussed the issues with equipment at the plants and funding through the American Rescue Plan. Mr. Sherman shared with Council that we have to do something to address the Inflow and Infiltration (I & I) issues. Mr. Roe O'Donnell, Temporary Assistant City Manager shared information concerning I &I studies. He also shared information regarding the rate study by Stantec completed in December 2021. Bobby Croom, Engineering Director shared information regarding other water distribution and wastewater collection projects. Mr. O'Donnell shared that Council has to raise the rates or you will be in serious debt later on.

The meeting recessed at 10:46 a.m. and council members divided into groups and toured the Water Treatment Plant and Water Reclamation Facility with the exception of Councilman Broadaway and Councilman Aycock. Mayor Ham toured the facilities on Friday, February 18, 2022.

The meeting reconvened at 1:00 p.m.

Road Construction Update. Jennifer Collins with the NC Department of Transportation shared the following presentation:

NORTH CAROLINA
Department of Transportation



City of Goldsboro Council Retreat
Transportation Update

Jennifer Collins, NCDOT
Division 4 Corridor Development Engineer

February 21, 2022

Division 4 –Wayne County - Project Updates

- **William Street – Currently Under Construction**
  - Phase 1 is expected to be completed in early spring. The start of phase 2 will be a major traffic shift.
  - 50% complete per funding
- **US 13 Hood Swamp Realignment**
  - Part of the upcoming US 13 widening project. This will just go ahead and realign that intersection, ahead of the project.
  - Estimated letting in 04/22 for the small project.
- **Wayne Memorial Bulb Outs**
  - Accommodate U-turns at Lockhaven Drive and Country Day Road
  - Waiting on ROW agreements to be signed so we can move utilities.
  - Estimated letting in 04/22
- **Central Height Realignment**
  - On schedule to let in November.
- **Pavement Rehab on US 117 from US 70 to Duplin County**

Wayne County Projects

U-2714 – Widen and Improve US 117 (N. Williams St.)
Contract Amount: $15,300,000
Awarded: March 2020
Contractor: J. Smith Civil, LLC
Status: 50% complete
Construction started October 5, 2020





52

U-2714 – Widen and Improve US 117 (N. Williams St.)



U-2714 – Widen and Improve US 117 (N. Williams St.)



54

2024-2033 STIP Development Update

P6.0 Funding Availability Before IIJA - Committed Projects Only

Statewide Mobility

Available Funding	Programming Status
$8.7B	$4.70B Over

Regional Impact

Region	Available Funding	Programming Status
A (D1 & D4)	$542.0M	$325.8M Over
B (D2 & D3)	$787.1M	$525.9M Over
C (D5 & D6)	$1.44B	$627.6M Over
D (D7 & D9)	$1.08B	$635.9M Over
E (D8 & D10)	$1.35B	$1.05B Over
F (D11 & D12)	$721.7M	$578.5M Over
G (D13 & D14)	$560.8M	$1.07B Over

REG Total: $4.81B Over

Division Needs

Division	Available Funding	Programming Status
1	$466M	$188.2M Over
2	$466M	$266.9M Over
3	$466M	$33.9M Over
4	$466M	$88.6M Under
5	$466M	$281.0M Over
6	$466M	$71.8M Over
7	$466M	$42.1M Over
8	$466M	$177.1M Over
9	$466M	$65.5M Over
10	$466M	$146.7M Over
11	$466M	$94.5M Over
12	$466M	$253.2M Over
13	$466M	$368.9M Over
14	$466M	$181.6M Over

DIV Total: $2.18B Over

Available funding based on 2024-2033 timeframe

As of October 19, 2021. Available Funding reflects accounting for 3% inflation. Programming Status Amounts are compared to 100% of budget.

P6.0 Funding Availability After IIJA – Committed Projects Only

Statewide Mobility

Available Funding	Programming Status
$10.9B	$3.36B Over

Regional Impact

Region	Available Funding	Programming Status
A (D1 & D4)	$647.5M	$383.2M Over
B (D2 & D3)	$919.2M	$428.6M Over
C (D5 & D6)	$1.78B	$297.1M Over
D (D7 & D9)	$1.32B	$596.7M Over
E (D8 & D10)	$1.67B	$756.5M Over
F (D11 & D12)	$881.0M	$455.7M Over
G (D13 & D14)	$676.1M	$982.2M Over

REG Total: $3.9B Over

Division Needs

Division	Available Funding	Programming Status
1	$569.7M	$129.5M Over
2	$569.7M	$190.3M Over
3	$569.7M	$18.7M Under
4	$569.7M	$223.2M Under
5	$569.7M	$172.4M Over
6	$569.7M	$87.4M Under
7	$569.7M	$65.4M Under
8	$569.7M	$85.3M Over
9	$569.7M	$31.6M Under
10	$569.7M	$68.8M Over
11	$569.7M	$102.4M Under
12	$569.7M	$234.0M Over
13	$569.7M	$325.7M Over
14	$569.7M	$88.2M Over

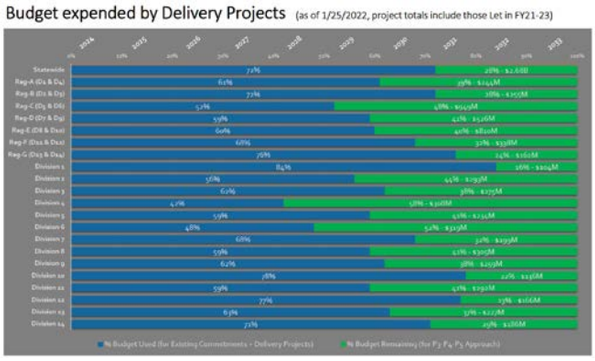
DIV Total: $765.5M Over

Available funding based on 2024-2033 timeframe

As of January 25, 2022. Available Funding reflects accounting for 3% inflation. Programming Status Amounts are compared to 100% of budget.

Status of the Three Main Decisions for Developing 2024-2033 STIP	Workgroup Consensus	BOT Consensus
1 **Decision Point One: Overall Method** • Consensus recommendations to date: Traditional STIP Development Method	✓	✓
2 **Decision Point Two: Scenario Method for Selecting Delivery Projects** • Delivery Project set determined using Scenario-2 approach • Anything let in FY 2026 or before, has grants awarded, or ROW underway	✓	✓
3 **Decision Point Three: Project Selection Method** • P3-P4-P5 Approach with Flexibility (ability to swap schedules or projects)	✓	◔

Budget expended by Delivery Projects (as of 1/25/2022, project totals include those Let in FY21-23)



Project Selection Method

Workgroup Recommendation

- Use "Programming P3-P4-P5" Approach with Flexibility
  - Use highest scores from each cycle until each STI category budget is filled
    - Start with projects committed P3.0 → Sort projects by highest score (descending order)
    - Program projects until available funding runs out
    - If funding remains available, repeat process for projects committed in P4.0, then P5.0
  - Flexibility opportunities for funded projects (swaps)

Flexibility Option

NCDOT will allow flexibility once Preliminary Draft 2024-2033 STIP is programmed

- Project schedules can be swapped
- Projects that aren't selected for funding can be swapped with projects selected for funding
- Schedules of projects swapped in may be different than schedules of projects swapped out

Parameters:

1. All swaps must be agreed to by NCDOT and all affected MPO/RPO(s) in which the project is located
2. Cost of project(s) swapped in must be less than 110% of cost of project(s) being swapped out
3. Swaps should generally occur within same STI funding category
4. Swaps between modes allowed as long as normalization percentages are still met
5. Justification for any swaps must be documented, which will be made public

Project Prioritization Status

Where to draw the line on projects subject to reprioritization?

Options discussed:

A. Scenario 2 projects exempt from reprioritization

B. **5-year line: ROW and/or CON dates by FY2028 or sooner – Workgroup Recommendation**

C. 6-year line: ROW and/or CON dates by FY2029 or sooner

D. Combination of Option-A/B or Option-A/C

E. Percentage of funding exempt from reprioritization

Status of Goldsboro MPO Projects within the 2024 – 2033 STIP development

- Delivery Status:
  - U-3609B – US 13 from New Hope to Saulston Road – Let Date 7/16/24 – Const. Cost $45,989,000
  - U-3609BA – US 13 at Hood Swamp Road – Let Date 7/26/22 – Const. Cost $1,350,000
  - U-4753 – Wayne Memorial Drive from New Hope Road to US 70 Bypass – Let Date 3/18/2025 – Const. Cost $12,439,000
  - U-5724 – Central Heights Road Realignment – Let Date 11/15/2022 – Const. Cost $14,400,000
  - U-5994 – Wayne Memorial Drive Bulb-outs – Let Date 4/26/2022 – Const. Cost $450,000
  - EB-5707 – Stoney Creek Greenway – 10' wide asphalt greenway – Let 4/2022 – Const. Cost $188,000
  - EB-5850 – Sidewalk on East Side of Berkeley Blvd from Ash Street to Elm Street – Let Date 2025 – Const. Cost $116,000

Wayne County Projects

U-3609B – Widen & Improve US 13 (Berkeley Blvd.)

Description: Widen to 4 lanes with raised median from New Hope Rd. to Saulston Rd.
Construction Est.: $45,989,000
Status: Right of Way acquisition underway. **Let Date:** July 2024



Wayne County Projects

U-3609BA – US 13 at SR 1705 (Hood Swamp Rd)

Description: Realign Intersection
Construction Est.: $1,350,000
Status: Right of Way and Utilities Complete **Let Date:** April 2022



Wayne County Projects

U-4753 – Widen Wayne Memorial Dr.

Description: Widen to 4 lanes with raised median from New Hope Rd. to US 70 Bypass
Construction Est.: $12,439,000 **Let Date:** March 2025

Status: Right of Way Acquisition on hold.

Goal: To reduce traffic backups & add bike lanes & sidewalks



Wayne County Projects

U-5724 - Align Central Heights Rd. with Royal Ave. & Construct Fallin Blvd.

Construction Est.: $14,400,000

Let Date: November 2022

Status: Right of Way acquisition substantially complete. Utility relocations underway.



Status of Goldsboro MPO Projects within the 2024 – 2033 STIP development

- Projects Competing – Statewide Tier (28% - $2.68B):
  - R-5829A – US 70 from US 70 Bypass (Wayne Co.) to Edwards Road/North Pearl St. (Johnston Co.)
  - R-5829B – US 70 from Edwards Road to Pondfield Road (Johnston Co.)
  - R-2553C – US 70 (Future I-42) Kinston Bypass, NC 148 (Harvey Parkway) to US 70 East of NC 58 (Lenoir Co.)

Future I-42
US 70 corridor between I-40 in Raleigh to Morehead City





TIP: R-5829A, R-5829B

US 70 upgrade to future I-42 in Princeton in Johnston Co. and Wayne Co.

Construction:
R-5829A – FY 2027
R-5829B – FY 2029

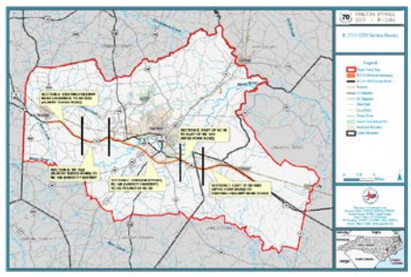
Wayne County Future Interstate I-42

R-5829A – US 70 Upgrades from Princeton to Goldsboro Bypass

Capps Bridge Rd. & Ebenezer Church Rd. Interchange

Let: FY 2027
Estimate: $150 M





TIP: R-2553

US 70 upgrade to future I-42 in Lenoir County.

Construction:
R-2553B – Beyond Years (R/W 2029)
R-2553C – Beyond Years (R/W 2026)

Status of Goldsboro MPO Projects within the 2024 – 2033 STIP development

- Projects Competing – Regional Impact (39% - $244M) – Region A (Div. 1 & 4):
  - U-4407 – Ash Street Extension from Berkeley Blvd to US 70 – suggest scope reduction – top project
  - Subject to Reprioritization or swaps:
    - U-6110 – US 70 at N. Oak Forest Road Intersection Improvements
    - U-3125C – Future I-795 from Country Club Road to S. Landfill Road
    - U-3125D – Future I-795 from S. Landfill Road to Genoa Road

Wayne County Projects

U-4407 – Widen Ash St. from Berkeley Boulevard to US 70

Description: Widen to 4 lanes & Install Roundabouts
Construction Est.: $31,700,000
Status: Design on hold; Right of Way Acquisitions to begin in 2027. Let date not yet determined.





Status of Goldsboro MPO Projects within the 2024 – 2033 STIP development

- Projects Competing – Division Needs (58% $308M) – Division 4:
  - R-5853 – US 13 from Saulston Road to Rodell Barrow Road (Green and Wayne Co.) Add turn lanes – top project
  - AV-5811 – Wayne Co. Jetport – Extend Runway to 5500 feet
  - Subject to Reprioritization:
    - None – have $ remaining to program projects from non-committed projects or swaps
    - Use the P3, P4, P5 approach to pick up non-committed project to fill out Division bucket (*use P5 score to prioritize*)
    - If cascade projects down from Regional (or even Statewide) down to Division Needs level to fund – done through swaps

Status Goldsboro MPO Projects within the 2024 – 2033 STIP development

- Non-Committed Projects (Highway):
  - U-3125B, E, & F – Future I-795 Sections
  - U-6204 – Improve Wayne Memorial Drive from Country Day Road to New Hope Road
  - U-6205 – Widen Wayne Memorial Drive from US 70 Bypass to Saulston Road – *reduce scope*
  - U-6206 – Modernize Miller's Chapel Road from US 70 to Thoroughfare Road
  - U-6207 – Modernize NC 581 (Bill Lane Blvd) from Arrington Bridge Road to NC 111
  - Subject to Reprioritization or program with remaining Division $ based on P5.0 score

Next Steps

Begin developing Preliminary Draft 2024-2033 STIP

Develop messaging

Partner education spring 2022

Public involvement

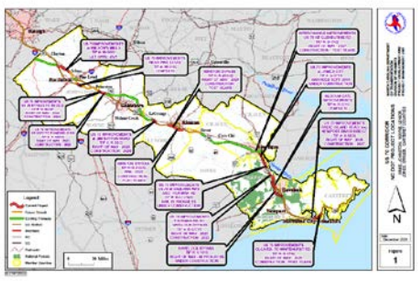
STIP coordination meetings with MPOs & RPOs mid 2022

Interstate Expansion into Eastern NC

Future I-42
US 70 corridor between I-40 in Raleigh to Morehead City

Future I-587
US 264 corridor from the US 64/264 split in Zebulon to Wilson to Greenville

Future I-87
US 64/17 corridor from Raleigh to Rocky Mount to Williamston to Edenton to Elizabeth City to Virginia State Line





TIP: W-5600

US 70 upgrade to future I-42 near Wilson's Mills in Johnston Co.

Construction: March 2021



US 70 at Wilsons Mills Road – Ramp D



US 70 at Wilsons Mills Road – New Alignment









US 70 b/t Swift Creek Rd. & Wilsons Mills Rd.





US 70 East of Wilsons Mills Road



US 70 at Swift Creek Road



US 70 at Swift Creek Road – Quadrant C







FS-1604A – US 70 Johnston Co.

Feasibility Study for US 70 upgrade to I-42, from SR 1003 (Buffalo Road) near Selma to SR 2372 (Edwards Road) in Princeton



TIP: R-5829A, R-5829B

US 70 upgrade to future I-42 in Princeton in Johnston Co. and Wayne Co.

Construction:
R-5829A – FY 2027
R-5829B – FY 2029

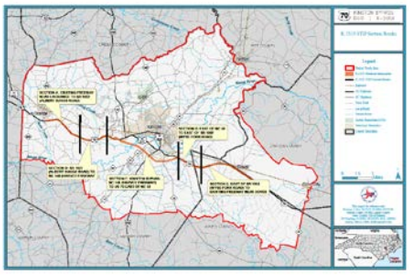
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Let: FY 2027
Estimate: $150 M





TIP: R-2553

US 70 upgrade to future I-42 in Lenoir County.

Construction:
R-2553B – Beyond Years (R/W 2029)
R-2553C – Beyond Years (R/W 2026)

Wayne County Future Interstate I-795

U-3125 – US 117 Upgrade to I-795 from US 70 to I-40

Study Area for Future I-795

- Planning and environmental study of corridor currently on hold
- Construction to be done in segments based on funding
- No sections currently funded for construction



Wayne County Projects

B-4838 Replace bridge adjacent to Franklin Bakery; construct sidewalks

Construction Est.: $7,500,000 **Let Date:** January 2023

Status: Right-of-way plans finalized, and acquisition has begun



Wayne County Projects

Additional Programs

- Low Impact Bridge Replacements
- Resurfacing
  - 5 current contracts
  - $9.2M
  - 132 miles of roadway improvements
- Safety Projects, both state and federally funded
- Locally Administered Projects including sidewalks/greenways

Mrs. Collins shared information on the Metropolitan Planning Organization (MPO), which includes Goldsboro, Walnut Creek, Pikeville and portions of Wayne County. Councilman Polack asked if bus canopies could be funded using the NCDOT funds discussed. Ms. Collins suggested the city work with Don Willis, GWTA Director.

Mrs. Collins shared information regarding an upcoming project, the Ash Street Corridor Study.

Department Head FY 22-23 Budget Items.

Ron Stempien, Fire Chief shared the following presentation:

State of the Department
FY21-22

Tim Salmon
City Manager

Ron Stempien
Fire Chief

To provide prompt, skillful and cost-effective protection to life, property and the environment.

State of the Department

- TOTAL ASSIGNED PERSONNEL - 84 FTE's – 3 PTE's
  - 75 OPERATIONS
  - 9 STAFF/ ADMINISTRATION
  - 3 PTE (1 Inspections, 1 Support Services, 1 Training)
- 5 STATIONS
  - 6 APPARATUS (4-ENGINES, 1 QUINT, 1 TOWER)
  - 3 RESERVE APPARATUS (2 ENGINES, 1 LADDER)



2021 Response Data

TOTAL CALLS –	2781
Structure Fires –	55
EMS –	1069
Vehicle Accidents –	422
Other* –	1,235

*include False alarms, water rescue, service call, cooking fires, vehicle fires, Haz-Mat, etc.

Fire Department Concerns

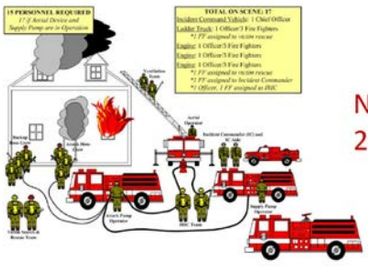
- STAFFING
- SALARIES
- APPARATUS



Concerns - Staffing

- SHORTAGE
  - LOST 9 EMPLOYEES SINCE DECEMBER 2021
  - 11 LINE PERSONNEL POSITIONS VACANT (3 Frozen Positions)
    - 3 LINE PERSONNEL RESIGNING FEB. 26TH.
  - MORE EXPECTED IN THE FUTURE AS NEIGHBORING DEPARTMENTS HIRING
  - 2 PART-TIME VACANCIES
  - 1 ADMINISTRATIVE VACANCY
- MINIMUM STAFFING
  - NFPA 1710 – 2020 STANDARD
    - LOW HAZARD - MINIMUM STAFFING 16 / 17 W/AERIAL (SINGLE FAMILY)
    - MEDIUM HAZARD – MINIMUM STAFFING 28 (3 STORY APARTMENTS)
    - HIGH HAZARD – MINIMUM STAFFING 43 (HIGH RISE OVER 75')

Concerns – Staffing (cont.)



NFPA 1710
2020 Edition

Concerns - Salaries

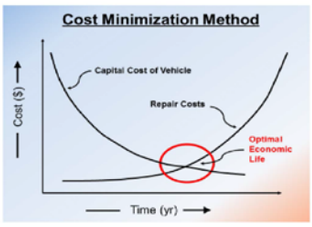
- SALARIES ARE STAGNANT (Employees at the same salary years later)
- EMPLOYEES LEAVING FOR BETTER PAY / REGULAR RAISES
- NO INCENTIVE PAY FOR DEGREES
- A PAY PLAN IS IMPERATIVE TO KEEP EMPLOYEES
  - COLA
  - MERIT

Concerns - Apparatus

APPARATUS	YEAR	AGE	MILEAGE	HRS	M/HRS
ENGINE 1	2015	7	44332	4337	151,795
ENGINE 2	2000	22	146026	16550	579,250
ENGINE 3	2010	12	90842	8247	288,645
ENGINE 4	2010	12	82061	7831	274,085
ENGINE 5	2006	16	126282	10747	376,145
ENGINE 7	1991	31	166038	15386	538,510
ENGINE 8	1998	24		14094	493,290
TOWER 1	2018	4	27353	639	19,170
LADDER 1	2001	21	14065	11976	419,160



Concerns – Apparatus (cont.)



The chart illustrates the annual costs of a vehicle, where the intersection of the capital cost curve with the repair cost curve identifies the point in time where the annual cost of owning the vehicle is lowest (U Curve theory).

Concerns – Apparatus (cont.)

Life-cycling aids in:

- Minimizing overall fleet cost
- Maximizing vehicle availability
- Providing fleet users with safe and reliable tools to perform their jobs.



Source: APWA Vehicle Replacement Guide

Capital Improvement Plan

- Imperative for the health of the department
- Plan has been previously presented
- CIP will allow for replacement of all equipment
  - Facilities
  - Apparatus
  - Administrative Response Vehicles
  - Air Packs
  - Hose
  - Radios



Capital Improvement Plan (cont.)

- INSTALLMENT OF CAPITAL IMPROVEMENT PLAN
  - REPLACEMENT OF E-2 - 75' QUINT (IMMEDIATE)
  - REPLACEMENT OF ADMIN RESPONSE VEHICLE (IMMEDIATE)
  - REPLACEMENT OF ENGINE 7 (1 YEAR)
  - REPLACEMENT OF FIRE STATION 3 (2-3 YEARS OR SOONER)



Council discussed additional calls related to EMS, department vehicles, contracts with new employees, staffing and retention with Chief Stempien.

Mike West, Police Chief shared the following presentation:

GOLDSBORO POLICE DEPARTMENT

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108 Sworn Personnel

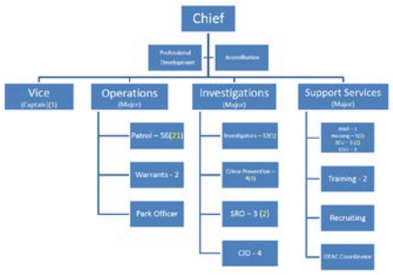
Years of Service	Number of Officers/Percentage
• Over 20 years	15 – 13%
• Over 10 but less than 20 years	28 – 25%
• Over 5 but less than 10 years	16 – 14%
• Less than 5 years	19 – 17%
• Vacant	30 – 27%
	108

As of February 21, 2022

GOLDSBORO

SENIORITY LIST

GOLDSBORO



GOLDSBORO

CRIME STATS

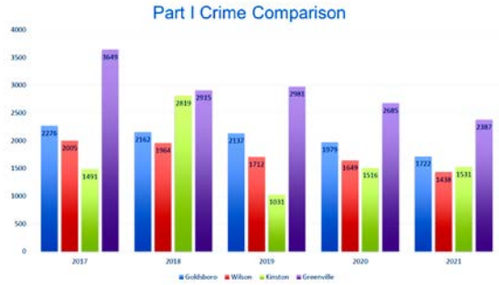
GOLDSBORO

Part I Crimes

OFFENSES	2017	2018	2019	2020	2021	% of Change
Homicide	11	3	2	2	7	250%
Rape	1	10	9	13	12	-8%
Robbery	81	59	51	46	40	-13%
Agg Assault	213	143	131	198	164	-17%
Burglary	376	397	355	338	256	-24%
Larceny	1526	1447	1495	1291	1144	-11%
Vehicle Theft	65	93	93	88	97	+10%
Arson	3	10	1	3	2	-33%
TOTAL	2276	2162	2137	1979	1722	-13%

GOLDSBORO

Part I Crime Comparison



GOLDSBORO

Criminal Investigations Division

Investigator Assignments



GOLDSBORO

Case Load Assignments

- 156 Cases assigned to 3 Persons Crimes Investigators
- 188 Cases assigned to 3 Property Crime Investigators
- 106 Cases assigned to 2 Financial Crime Investigators
- 35 Cases assigned to 1 Juvenile/Missing Person/Sex Crimes Investigator
- 43 DSS cases assigned to (6) investigators
- 1 Case assigned to ATF TFO

✓ A total of 486 Felony cases were assigned to 10 Investigators in 2021 (Average of 48.6 cases per Investigator)
- 11.72 % **decrease** from 2020

GOLDSBORO

TRAINING

GOLDSBORO

Training Hours

Officers of the Goldsboro Police Department received ***8,854 hours*** of training in 2021. This training included 24 hours of training mandated by the NC Criminal Justice Education and Training Standards Commission for each sworn officer, along with other specialized training courses to enhance officer's skills and knowledge as they continue to effectively serve the citizens of Goldsboro:

* Long-Term Effects of Childhood Adversity
* Rescue Task Force, (Follow on to Rapid Deployment)
* The Signs Within: Suicide Prevention and Awareness
* Communication Strategies When Encountering Persons Who are Deaf or Hard of Hearing

14 % increase in Training Hours compared to 2020

GOLDSBORO

POLICE VEHICLE INVENTORY

GOLDSBORO

PATROL VEHICLES

60 TOTAL VEHICLES

Model Year

- 2008 - 2
- 2009 - 1
- 2010 - 1
- 2013 - 9
- 2014 - 6
- 2015 - 1
- 2016 - 19
- 2018 - 9
- 2019 - 4
- 2020 - 7
- 2022 - 1

Average Age of Admin Vehicles is 6.2 yrs

GOLDSBORO

ADMIN VEHICLES

39 TOTAL VEHICLES

Model Year

- 2001 - 2
- 2002 - 1
- 2005 - 1
- 2006 - 2
- 2007 - 2
- 2009 - 3
- 2010 - 5
- 2013 - 1
- 2014 - 2
- 2016 - 6
- 2018 - 2
- 2019 - 9
- 2020 - 2
- 2022 - 1

Average Age of Admin Vehicles is 9.5 yrs

GOLDSBORO

PATROL VEHICLES

Mileage

- 39 Vehicles have under 80,000 miles.
- 6 Vehicles have 80,001 to 100,000 miles.
- 5 Vehicles have 100,001 to 120,000 miles.
- 10 Vehicles have over 120,000 miles.

NOTE:

- The service life of a take-home car is approximately 8-10 years
- Service-life is based on 80,000 to 100,000 miles and the average cost to maintain the vehicle
- The decision to deadline a car is based on model-year, mileage, parts availability, maintenance cost and overall safety of the car
- Take home cars are averaging 11,000 miles per year.

GOLDSBORO

FY '22-'23 Patrol/Admin Vehicle Request



2022 Dodge Durango



2022 Dodge Charger
Patrol & Admin



2022 Chevy Tahoe
PPV-Patrol

GOLDSBORO

ACCREDITATION

GOLDSBORO

Accreditation

- CALEA (Commission on Accreditation for Law Enforcement Agencies)
  - November 2020 – Received our Advanced Law Enforcement Accreditation Award
  - November 2021 – Successfully completed our Year 1 review of CALEA Accreditation files
  - Currently six months into our second year of a 4-year accreditation cycle and collecting proofs of continued compliance
- Completing Annual Reporting:
  - Calendar year evaluations and analyses
  - Revisions and updates to General Orders
  - Updating our Strategic Plan and Recruitment Plan for FY 2022-2023
- Anticipate enrollment in the North Carolina Law Enforcement Accreditation program (NCLEA) in the spring/summer of 2022
- Hosted the February business meeting for the North Carolina Law Enforcement Accreditation Network (NCLEAN), professional organization for the entire state

GOLDSBORO

Council discussed Shotspotter, Day Circle (Grand at Day Point), Tsunami cameras and police officers at Wayne County School sporting events with Chief West.

Rick Fletcher, Public Works Director shared the following presentation:

Public Works FY 22-23 Budget Items

Richard E. A. Fletcher III, Public Works Director

February 24, 2022

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Three Key Budget Items

- Funds for Operations
  - Materials and supplies for daily operations
  - Basic funds are typically available
- Funds for Personnel
  - Key positions are in place and funded
- Funds for Equipment
  - Have been and will continue to be our biggest challenge
  - Facing new challenges beyond funding

3/7/2022 124 GOLDSBORO

Public Works Equipment & Vehicle CIP Overview

- Illustrate Ongoing Concerns with the Age and Reliability of Equipment
  - Impacts our level and quality of service we provide to our customers
  - Effects moral and employee retention
  - Increases maintenance costs
- Only Considered PW Heavy Equipment (113) & Vehicles (33)
  - Included Equipment for all funding sources - GF, SW & UF
  - Compared numbers from 2021CIP presentation
    - Invested $677K from GF and $35K from SW Fund

Average Age of Equipment

- Industry Standard for Useful Life of Most Equipment is 10 Years
- Public Works Department Overall – 146 Total (GF, UF & SW)
  - Average age department wide – 11.7 years 12.2 Years
  - Percentage over 15 years old – 38.5% (56) 35% (51)
  - Percentage over 10 years old – 55% (80) 53% (77)
- Equipment Purchased Only w/General Fund – 106 Total
  - Average age – 13.3 years 13.9 Years
  - Percentage over 15 years old – 49% (48) 45% (44)
  - Percentage over 10 years old – 67% (66) 63% (62)

Solid Waste Division

- Have the Most and Overall Oldest Equipment – 59 Total
  - Average age - 16 years 14.8 Years
  - Percentage over 20 years old – 39% (23) 32% (19)
  - Percentage over 15 years old – 56% (33) 51% (30)
  - Percentage over 10 years old – 73% (43) 68% (40)
- Most Heavily Used
  - Rigid Schedule – must run routes every day!
  - 14,000 customers – serviced multiple times daily

Solid Waste CIP – First 5-Years

Priority	Equip/Vehicle Name	Age (Yrs)	Department	Fiscal Year 2021-22	2022-23	2023-24	2024-25	2025-26
1	Transfer Trailer (E433)	35	Solid Waste	$100,000	Purchased			
2	Transfer Trailer (E653)	34	Solid Waste	$100,000	Purchased			
3	Transfer Trailer (E717)	25	Solid Waste	$100,000	Purchased			
4	Rear Loader (E609)	26	Solid Waste	$200,000	Purchased			
5	Pickup Truck (P710)	25	Solid Waste	$35,000				
6	Leaf Trailer (E594)	30	Solid Waste	$35,000				
1	Transfer Trailer (E660)	22	Solid Waste		$100,000			
2	Rear Loader (E686)	25	Solid Waste		$250,000			
3	Rear Loader (E780)	23	Solid Waste		$260,000			
4	Leaf Truck (T636)	23	Solid Waste		$65,000			
5	Open Body Dump Truck (P760)	25	Solid Waste		$90,000			
6	Leaf Machine (E629)	29	Solid Waste		$35,000			
1	3-Arm Garbage Truck (W1298)	8	Solid Waste			$310,000		
2	Front End Loader (W1346)	12	Solid Waste			$350,000		
3	Pickup Truck (P1139)	12	Solid Waste			$35,000		
1	3-Arm Garbage Truck (W1269)	8	Solid Waste				$320,000	
2	Leaf Truck (T1051)	19	Solid Waste				$65,000	
3	Leaf Machine (E947)	19	Solid Waste				$35,000	
4	Leaf Trailer (E704)	30	Solid Waste				$35,000	
5	Limb Loader (T1149)	12	Solid Waste				$150,000	
6	Open Body Dump Truck (T627)	23	Solid Waste				$90,000	
1	3-Arm Garbage Truck (W1270)	8	Solid Waste					$310,000
2	Leaf Truck (T1092)	15	Solid Waste					$65,000
3	Open Body Dump Truck (T861)	15	Solid Waste					$90,000
4	Leaf Trailer (E595)	30	Solid Waste					$35,000
5	Leaf Machine (E1094)	15	Solid Waste					$35,000
6	Pickup Truck (P1197)	10	Solid Waste					$45,000
7	Pickup Truck (P1119)	12	Solid Waste					$45,000
			TOTAL	$555,000	$870,000	$695,000	$650,000	$570,000

Solid Waste CIP – Second 5-Years

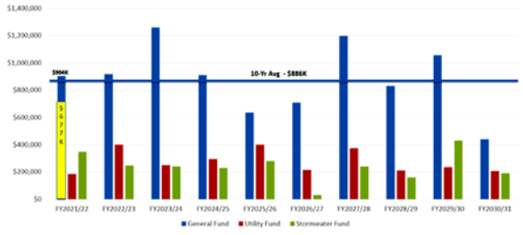
Priority	Equip/Vehicle Name	Age (Yrs)	Depart.	Fiscal Year 2026-27	2027-28	2028-29	2029-30	2030-31
1	3-Arm Garbage Truck (W1275)	7	Solid Waste	$310,000				
2	Road Tractor (E1019)	17	Solid Waste	$200,000				
3	Leaf Truck (T1174)	12	Solid Waste	$60,000				
4	Leaf Machine (E1350)	10	Solid Waste	$20,000				
5	Leaf Trailer (E595)	26	Solid Waste	$20,000				
1	Rear Loader (E923)	21	Solid Waste		$300,000			
2	Rear Loader (E697)	16	Solid Waste		$300,000			
3	Dumptruster (W1291)	4	Solid Waste		$350,000			
1	Limb Loader (T1357)	4	Solid Waste			$310,000		
2	Rear Loader (E1174)	12	Solid Waste			$200,000		
3	Leaf Truck (T1401)	9	Solid Waste			$80,000		
4	Leaf Machine _ (E1396)	9	Solid Waste			$20,000		
5	Leaf Trailer _ (E707)	30	Solid Waste			$20,000		
1	Front End Loader (W1430) SWFB	8	Solid Waste				$350,000	
2	Rear Loader (E1431) SWFB	2	Solid Waste				$180,000	
3	Limb Loader / Roll-off (T1435) SWFB	2	Solid Waste				$150,000	
1	Rear Loader (E1200)	9	Solid Waste					$200,000
2	Transfer Trailer (E877)	18	Solid Waste					$100,000
3	Pickup Truck (P1405)	9	Solid Waste					$35,000
			TOTAL	$610,000	$750,000	$510,000	$680,000	$335,000

Public Works FY22 Equipment Purchases (GF)

Equipment/Vehicle	Age	Department	Funding Source	2021-2022	2022-2023
Zero Turn Mower (E-1095)	15	B & G	GF	$15,000	
Zero Turn Mower (E-1396)	7	B & G	GF	$15,000	
Salt Spreader (E-1018)	16	Streets	GF	$17,250	
Salt Spreader (E-1030)	17	Streets	GF	$17,250	
Leaf Trailer _ (E394)	30	Solid Waste	GF	$35,000	
2001 Dodge Ram 1500 (P-869)	21	Garage	GF	$27,000	
1998 Jeep Cherokee (J-745)	24	B & G	GF	$35,000	
F150 Dooley Extended Cab Truck (E-1098)	14	B & G	GF	$45,000	
Pickup Truck (P721)	25	Solid Waste	GF	$35,000	
Kubota Backhoe (E-1147)	12	Cemetery	GF	$45,000	
Transfer Trailer (E436)	25	Solid Waste	GF	$100,000	
Transfer Trailer (E653)	28	Solid Waste	GF	$100,000	
Transfer Trailer (E717)	25	Solid Waste	GF	$100,000	
10 Ton Dump Truck (E-1021)	14	Streets	GF	$142,228	
Rear Loader (E689)	26	Solid Waste	GF	$290,000	
Rustler Mower (E-1233)	3	Cemetery	GF		$18,000
Zero Turn Mower (E-1376)	7	B & G	GF		$15,000
Leaf Machine (E629)	29	Solid Waste	GF		$35,000
F150 Single cab Pick up	12	B & G	GF		$30,000
2013 Chevy Utility Pick-up truck (P-1227)	9	Streets	GF		$30,000
Open Body Dump Truck (T709)	25	Solid Waste	GF		$90,000
Transfer Trailer (E883)	22	Solid Waste	GF		$100,000
10 Ton Dump Truck (E-1178)	12	Streets	GF		$142,228
Rear Loader (E686)	26	Solid Waste	GF		$290,000
Rear Loader (E798)	23	Solid Waste	GF		$290,000
Leaf Truck (T636)	23	Solid Waste	GF		$90,000
				$903,734	$917,228

$677K

Public Works 10-Year CIP Projection



Considerations

- Reduce level of Service – Leaf & Limb, White goods, etc.
  - Reduce Costs/Overhead – invest savings into equipment
- Increase Rates – Currently $22/Mth
  - Every $1 equates to ~ $160K
- Set up a Capital Reserve for Equipment Replacement
- Establish Solid Waste Enterprise Fund
  - Operate on fees collected

Council discussed the need for gutters being cleaned out and mentioned citing residents for putting pine straw in the gutters with Mr. Fletcher.

Felicia Brown, Parks and Recreation Director shared the following presentation:

We Make Play Happen

GOLDSBORO PARKS AND RECREATION



GOLDSBORO BE MORE. DO MORE. SEYMOUR

www.goldsboronc.gov

Mission

The mission of Goldsboro Parks and Recreation is to provide a variety of recreation and leisure activities for a diverse population. We maintain a system of parks, indoor facilities and open spaces for the enjoyment, safety, and well being of all citizens.

Parks & Recreation Personnel

- Parks and Recreation has 37 full-time authorized positions and 6 permanent part-time authorized positions
  - of the 37 FT positions, 4 are currently vacant
  - 5 of the 6 PPT positions are Custodians .. City Hall, City Hall Annex, Downtown Development, the HUB – all facilities we clean in addition to our P&R facilities



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Parks & Recreation Operational Budget

- FY19-20 - $721,189
- FY20-21 - $724,692
- FY21-22 - $671,584
- Capital projects are not included in the numbers above









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T.C. Coley Community Center

- Operations and maintenance of facility given back to Parks and Recreation; annual budget did not increase
- HVAC yearly contract is **$7,392**
- Utility bills are +/- **$7,000** for the year
- Staffing costs to maintain inside facility and grounds are **$3,660** for the year
- Additional costs are repair and/or replacement of HVAC units, replacing the roof, renovating the men's and women's restrooms, replenishing the playground mulch



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Downtown Streetscape

- Responsible for the plantings on Center Street from Ash/Center to Elm/Center, including around art pieces
- Responsible for mowing area around the HUB and cleaning the restrooms
- Six (6) mowers for mowing grass in our parks and greenways, including front lawn of Herman Park Center and TC Coley Community Center
- One (1) new mower purchased during FY20-21





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Herman Park Tennis Courts

- Herman Park Tennis Courts were resurfaced in 2013 – same year we first hosted the USTA NC Singles Adult League State Championships
- We've hosted this tournament, along with many others since 2013*
- USTA tournament has had an economic impact of over $1M
- Tennis Courts need to be resurfaced again – we have delayed this maintenance since 2019
- Cost to resurface approximately $115K – 10 tennis courts





3/7/2022 139 GOLDSBORO

Council discussed the T.C. Coley Community Center, Berkeley Boulevard and Center Street maintenance and volunteer hours. City Manager Salmon asked questions about the recreation program revenues with Mrs. Brown.

Scott Williams, Information Technology Director shared the following presentation:

Information Technology

Scott Williams, IT Director

February 21, 2022

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General Update

- We are tracking under budget for the current FY.
- We expect to ask for less operational funds in the coming FY.
- Staffing is still a concern. We have filled 2 of the 3 recent positions with interview next week for the third. Have 2 vacancies that are proving more difficult to fill.
- Staff Pay is a concern as we are having issues recruiting for our higher positions.
  - I believe the pay needs to be reviewed for Information Technology to ensure its competitive.
  - All positions need to be assessed and any changes made that are appropriate.
- Vehicles have been an issue for IT for several years. We are making improvements, but still need more vehicles.

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Organizational Chart



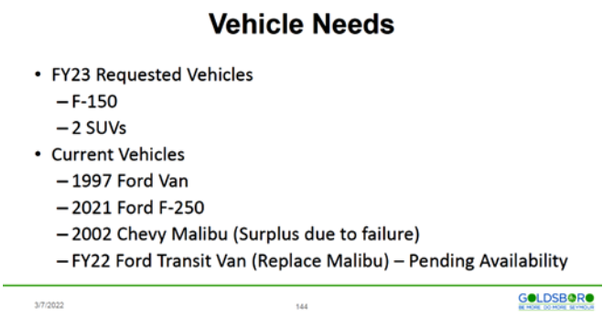
*New approved positions as of Dec 1, 2021; 2 of 4 filled

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Additional Staffing Needs

- Cyber Security & Server Administrator
- IT Project Manager
- Computer Systems Administrator
- Database Administrator
- Computer Systems Administrator I – Software
- Computer Systems Administrator I – General

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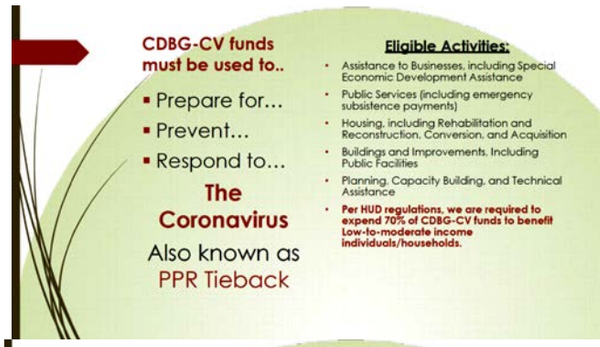


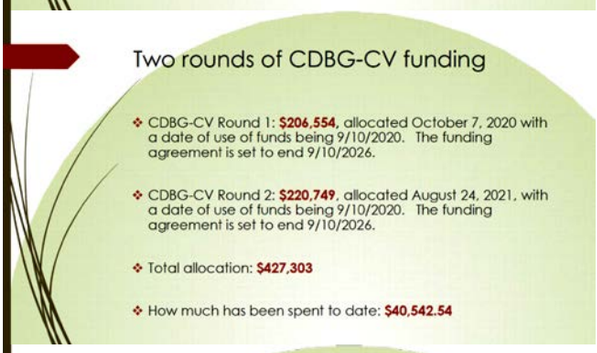


Council discussed the computer replacement program with Mr. Williams.

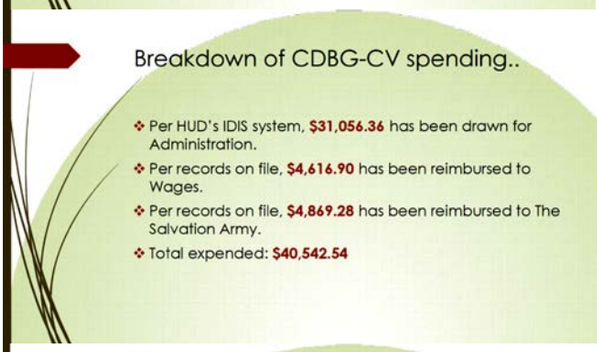
CDBG-CV Funding Options. Felecia Williams, Community Relations Director shared the following presentation:









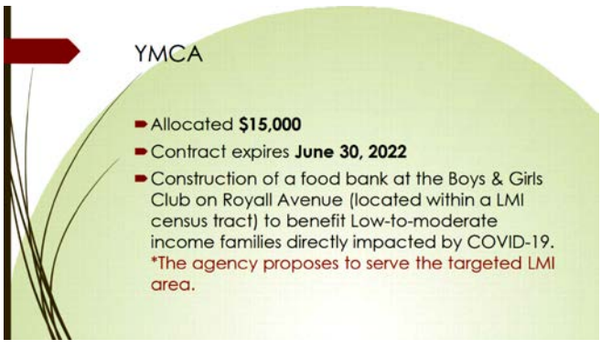


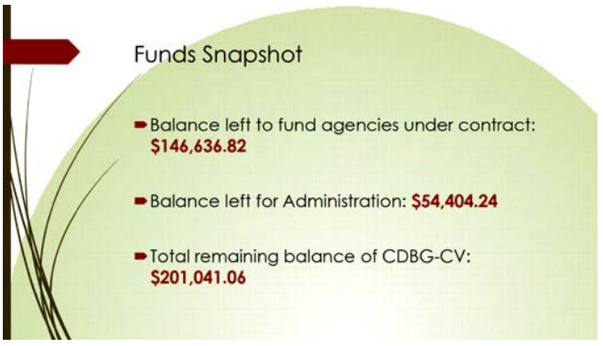


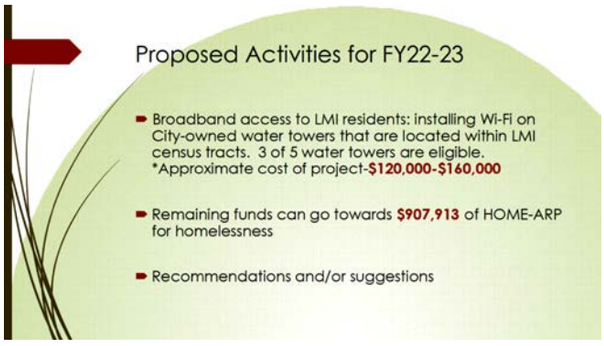






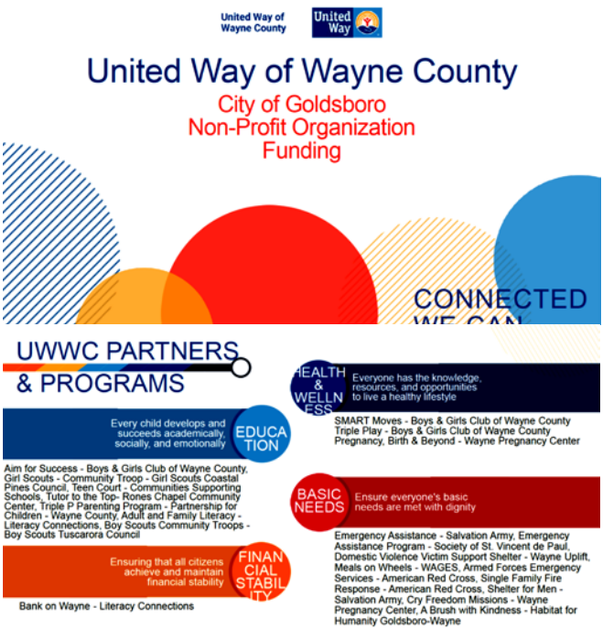


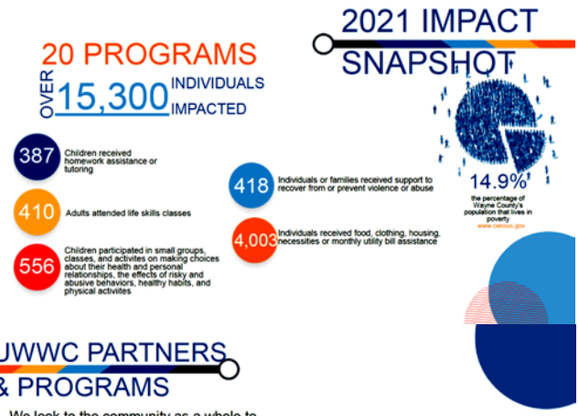


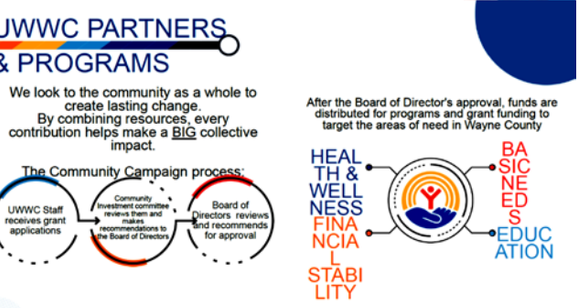


Council discussed the homeless commission, broadband and the 2020 CAPER with Ms. Williams.

United Way of Wayne County. Mayor Ham shared information about the process for funding non-profits in the city budget. Sherry Archibald, Executive Director shared the following presentation:

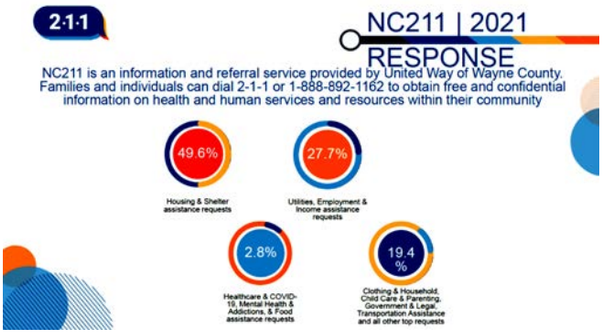


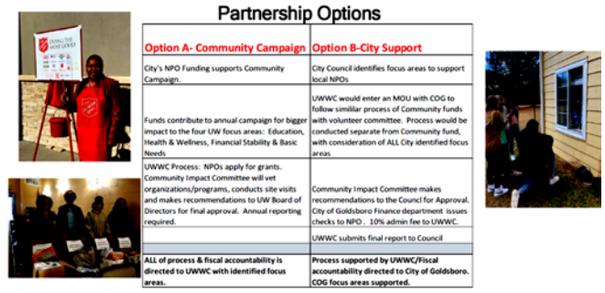












Partnership Options

Option A- Community Campaign	Option B-City Support
City's NPO Funding supports Community Campaign.	City Council identifies focus areas to support local NPOs
Funds contribute to annual campaign for bigger impact to the four UW focus areas: Education, Health & Wellness, Financial Stability & Basic Needs	UWWC would enter an MOU with COG to follow similiar process of Community funds with volunteer committee. Process would be conducted separate from Community fund, with consideration of ALL City identified focus areas
UWWC Process: NPOs apply for grants. Community Impact Committee will vet organizations/programs, conducts site visits and makes recommendations to UW Board of Directors for final approval. Annual reporting required.	Community Impact Committee makes recommendations to the Council for Approval. City of Goldsboro Finance department issues checks to NPO . 10% admin fee to UWWC.
	UWWC submits final report to Council
ALL of process & fiscal accountability is directed to UWWC with identified focus areas.	Process supported by UWWC/Fiscal accountability directed to City of Goldsboro. COG focus areas supported.

Mayor Ham shared that the United Way takes on the responsibility of vetting and they have an extensive vetting program. Councilman Broadaway shared it takes the pressure off Council. City Manager Salmon shared it takes the pressure off the manager. He shared the following slide with Council and shared there is a lot of work vetting these and it is possible we could give a certain amount of money to United Way and let them make those decisions. He shared some are not able to be funded by the United Way and would have to be funded separately. Councilwoman Matthews requested Council do the work themselves and give an opportunity to non-profits not within the scope of the United Way.

FY22 City Funded NPOs

1) Literacy Connections: $11,000
2) Rebuilding Broken Places: $15,500
3) HGDC Community Crisis Center: $6,500
4) Boys & Girls Club: $15,500
5) Arts Council: $24,500
6) Wayne County Schools – PEG Distribution: $27,400
7) WAGES: CDBG-CV funded (previously $18,000)
8) WATCH: CDBG-CV funded (previously $18,000)
9) Museum: $15,500
10) Communities in Schools: $15,500
11) Mental Health Association: $12,000 (3 year agreement FY20-22)
12) Waynesboro Park: 0 (distributed to other NPOs)
13) Mephibosheth Project Inc (MPI): $6,500
14) WISH: $11,000
15) Three In One Family Center: 0

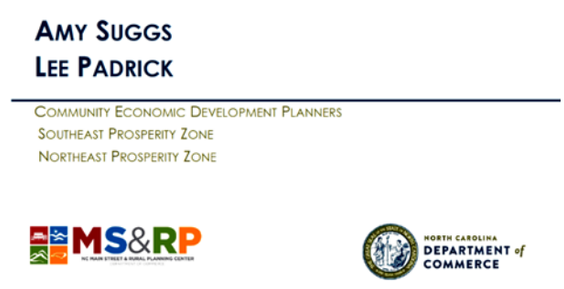
Total: $160,900

SB-473. Ron Lawrence, City Attorney shared information regarding SB 473. He shared information from NC General Statue 14-234.which states: No public official shall knowingly participate in making or administering a contract, including the award of money in the form of a grant, loan, or other appropriation, with any nonprofit with which that public official is associated. The public official shall record his or her recusal with the clerk to the board, and once recorded, the political subdivision of this State may enter into or administer the contract.

Council discussed non-profit boards and the new legislation with Attorney Lawrence. Attorney Lawrence shared that if Council is on a non-profit board and the city appropriates money to the non-profit, those non-profit boards would need to be removed from the annual budget ordinance and voted on as a separate item. The councilmembers that are part of those boards would then have to recuse themselves from the vote. Attorney Lawrence shared they can serve on the boards as an ex-officio non-voting member. He shared that the city needs to look at any of the non-profits that has a councilmember on their board and has decision-making authority on the board, we need to make sure Council doesn't vote or participate in those processes. The city clerk will send a list of the non-profit boards the council serves on to the Finance Director.

Economic Development Assessment. Mayor Ham shared that he brought a proposal to the Council in 2018 for an Economic Development Study. He shared that Goldsboro does not have an Economic Development Plan. Amy Suggs and Lee Padrick with the NC Dept. of Commerce shared the following presentation:





Community Economic Development Assessment Plan (CEDAP)

The CEDAP is a short-term, efficient assessment that will "jump-start" communities' economic development efforts by providing action items. These action items will help communities achieve tangible outputs and outcomes.

CEDAP Outcomes/Impact

The CEDAP adds value to a community's economic development efforts by developing consensus around the most important issues that should be addressed and by creating specific actions on how these should be addressed and by whom.

Examples of measurable impacts of such actions may include the following:

- Economic investment (public/private)
- Jobs created/retained
- New businesses recruited/started
- New (or expansion to existing) economic development programs or initiatives started

Deliverables

Final Report

Community Economic Snapshot

Results of activities conducted during the assessment meeting

- Asset Identification
- Economic Drivers
- SWOT analysis

Stakeholder Interviews

Economic Positioning Statement/Vision

Implementation Plan

Build upon the CEDAP to formulate and achieve additional goals in future years.



Work Group

Primary source of input regarding the preparation of the Assessment

Commitment – 6 hours over 2 days

Reflective of the community & Diverse

For example, but not limited to: Economic Development, Faith Based Leaders, Small Business Leader, Chamber, City Infrastructure & Planning, Military, Elected Official, Education, Healthcare, Non-Profit Sector

Section 6: Pinetops Economic Development Assessment Implementation Plan FY21/22

Economic Positioning Statement: Pinetops NC is the heart of healthy, and sustainable small town living, with abundant high-speed internet, and an active, inclusive community and downtown. Everyone has something to look forward to growing up in Pinetops, where you can grow your own, opportunities and make life-long memories. As southern Edgecombe County's destination for rural entrepreneurship, Pinetops is centrally located near four major economic hubs and Interstates 95, 87 and US 264.

Strategic Goal #1: Healthy Town	Strategic Goal #2: Active Inclusive Town	Strategic Goal #3: Destination for Rural Entrepreneurship	Strategic Goal #4: Inclusive, Communicative Government
People and families looking for a place to live and work want to have choices - especially when it comes to matters of health. That includes food, health services, healthy activities and recreational opportunities.	Does Pinetops offer enough of what new residents are looking for? Fitness centers, restaurants, breweries, shops, festivals, events and places to gather are some of those amenities to attract younger people and their families.	With abundant high-speed internet available in all parts of town, this is an opportunity to develop Pinetops as an entrepreneurial destination and new business start-ups. It will require planning, creating partnerships, and town investment to create an encouraging environment of entrepreneurship.	A transparent, communicative and inclusive government is mandatory for a community to achieve economic success. During this Assessment process, we learned there are improvements government leaders can make to reach the economic positioning/vision for Pinetops.
Objective 1.1: Increase/improve availability of medical services by 12/31/22	**Objective 2.1:** Organize a Downtown Advisory Committeeor Economic Development Group based on the Main Street® model in 1st quarter FY22. (Partner: MSRPC)	**Objective 3.1:** Begin promoting town as an entrepreneurial destination by 12/31/22	**Objective 4.1:** Hire a new Town Administrator by 12/31/21.
Action 1.1.A: Inventory and assess all medical services available in Pinetops town limits	Action 2.1A: Develop bylaws (operating rules) for the committee	Action 3.1A: Perform a self-assessment about Pinetops' readiness as an entrepreneurial destination. https://www.nclm.org/cultivate	Action 4.1A: Use an independent agency to take applications and vet candidates, seek an experienced former town/city manager and provide them with managerial responsibilities.
Action 1.1.B: Identify gaps and determine services existing residents and future residents are looking for	Action 2.1B: Appoint Committee members and officers	Action 3.1B: Partner with appropriate agencies and groups (ECU Miller School of Entrepreneurship, Edgecombe CC Small Business Center) for guidance	**Objective 4.2:** Develop a communication plan and implement by **11/1/21** to inform residents and businesses of all populations about news, activities, events.

Questions?

AMY SUGGS

LEE PADRICK

MS&RP

Council discussed the Economic Development Assessment. Mr. Padrick shared there would be no charge for the assessment. A resolution requesting the services of the NC Main Street and Rural Planning Center for the City of Goldsboro was presented for adoption. Councilman Aycock made a motion to accept the resolution as submitted, the motion was seconded by Councilman Broadaway and unanimously carried.

RESOLUTION 2022-9 "RESOLUTION REQUESTING THE SERVICES OF THE NC MAIN STREET AND RURAL PLANNING CENTER FOR THE CITY OF GOLDSBORO"

Retreat Discussion/Decisions. Mayor Ham asked for any discussion or comments from council. Councilman Broadaway stepped out of the room at 3:58 pm. Mayor Ham shared information about the ethics agreement with the LGC and reminded Council to complete the modules by the end of March.

The meeting recessed at 4:01 p.m.

FEBRUARY 22, 2022

The Mayor and City Council of the City of Goldsboro, North Carolina, held their Annual Retreat on Tuesday, February 22, 2022 at the Goldsboro Event Center, 1501 South Slocumb Street, Goldsboro, North Carolina with attendance as follows:

Present: Mayor David Ham, Presiding
Mayor Pro Tem Taj Polack
Councilwoman Hiawatha Jones
Councilwoman Brandi Matthews
Councilman Charles Gaylor, IV
Councilman Gene Aycock

Absent: Councilman Bill Broadaway

Others Present: Tim Salmon, City Manager
Laura Getz, City Clerk
Ron Lawrence, City Attorney
Roe O'Donnell, Temporary Assistant City Manager
Octavius Murphy, Assistant to the City Manager
Holly Jones, Deputy City Clerk
Kenny Talton, Planning Director
Jeff Cooke, GIS Specialist
Scott Williams, Information Technology Director
Felicia Brown, Parks and Recreation Director
Bert Sherman, Interim Public Utilities Director
Rick Fletcher, Public Works Director
Felecia Williams, Community Relations Director
Catherine Gwynn, Finance Director
Bobby Croom, Engineering Director
Adam Twiss, Paramount Theatre Director
Brad Hinnant, Assistant Information Technology Director
Erin Fonseca, Downtown Development Director

Call to Order. Mayor Ham called the meeting to order at 9:00 a.m.

Temporary Assistant City Manager, Roe O'Donnell shared information regarding the Stantec Rate Study:

Projected Operating and Capital Expenditures - Extracted from Stantec Rate Study ($ Millions)

	FY 23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
Total Operating Expenses	$15.26	$15.75	$16.29	$16.75	$17.22	$17.70	$18.21	$18.73	$19.26
Existing Capital Expenses - Debt Service	$3.44	$3.47	$3.29	$3.08	$3.04	$3.00	$2.94	$2.89	$2.28
Total Expenses	$18.70	$19.22	$19.58	$19.83	$20.26	$20.70	$21.15	$21.62	$21.54
Revenues at Current Rates	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39	$17.39
Available for Fund Balance	($1.31)	($1.83)	($2.19)	($2.44)	($2.87)	($3.31)	($3.76)	($4.23)	($4.15)
Cumulative Shortfall	($1.31)	($3.14)	($5.33)	($7.77)	($10.64)	($13.95)	($17.71)	($21.94)	($26.09)

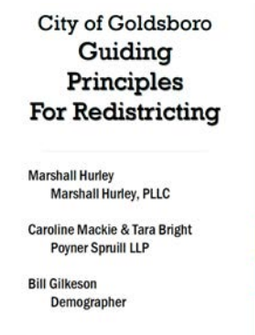
5-Year Revenue Sufficiency Full Capital Plan - Forecast Increases (Edited From Stantec Study)

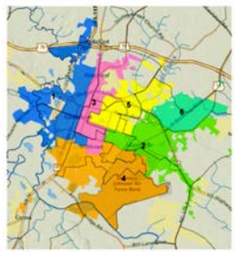
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Operating Expenses	$14,315,496	$15,260,126	$15,752,078	$16,292,299	$16,749,248
Existing and Future Debt Service	3,753,541	4,083,041	5,414,139	8,309,640	8,562,774
Cash Funded Capital	5,849,967	2,063,770	1,618,771	597,008	951,445
Total Revenue Requirements	23,919,004	21,406,937	22,784,988	25,198,947	26,263,467
Rate Increases	20%	15%	15%	12%	10%
Revenues with Rate Increases	$21,456,950	$24,675,493	$28,376,817	$31,782,035	$34,960,238
ARPA Funds	2,558,994	-	-	-	-
Annual (Shortfall) / Surplus	($98,140)	$3,268,556	$5,591,829	$6,583,088	$8,696,771
Residential Customer Bill	$81.19	$93.37	$107.38	$120.26	$132.28

Regional average current bill is approximately $83

Council discussed rates, surplus and ARP funds with Mr. O'Donnell. Mayor Ham shared we have to make a decision about this before we construct our budget.

City Council Redistricting. Marshall Hurley and Bill Gilkeson with Poyner Spruill shared the following presentation:

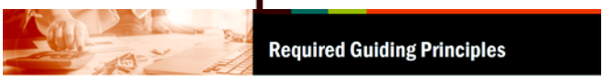




Local Redistricting Service
February 22, 2022



- Instructions to demographer
- Required guiding principles
- Optional guiding principles
  - What is important to Goldsboro and its residents?
  - What should we know about Goldsboro?
- Contract: 2-3 alternative plans from LRS consultants
  - Allows some flexibility in selecting criteria



1. To comply with one-person, one-vote constitutional principles, every district's total population should be within plus or minus 5% of the ideal district size.
2. Minority voting strength should not be diluted, but race should not unnecessarily predominate.



Goldsboro Current City Council Districts in Official 2020 Census

District	Total Population	Ideal District Pop	# Dev from Ideal	% Dev from Ideal
1	4,406	5,610	-1,204	-21.46%
2	6,347	5,610	737	13.14%
3	5,669	5,610	59	1.05%
4	5,532	5,610	-78	-1.39%
5	6,024	5,610	414	7.38%
6	5,679	5,610	69	1.23%
County Total	33,657			

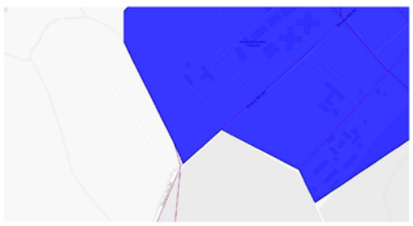


Current Goldsboro City Council Districts

Current District data using official 2020 Census

District	Total Population	Ideal District Pop	# Dev from Ideal	% Dev from Ideal
1	4,406	5,610	-1,204	- 21.46%
2	6,347	5,610	+ 737	+13.14%
3	5,669	5,610	+ 59	+ 1.05%
4	5,532	5,610	- 78	- 1.39%
5	6,024	5,610	+ 414	+ 7.38%
6	5,679	5,610	+ 69	+ 1.23%
Total County	33,657			

Potential error in counting prison population



Potential error in counting prison population

- 593 people were counted in a tiny Census block just outside the city limits. No livable structure is apparent in that Census block.
- That sliver of a Census block is adjacent to the Census block which includes the Neuse Correctional Center. The Neuse Correctional Center is within the city limits. The block that contains the prison, in the official 2020 Census, shows a population of 361.
- It is apparent that the 593 people the Census counted in the sliver outside the city limits were prison inmates who should have been counted inside the city limits.
- Dr. Michael Cline, the State Demographer, has noted this apparent error and corrected it in his July 1, 2020, estimate of the city's population. He said that he does not have the authority to correct the US Census.
- The process of correcting the US Census, called the Count Question Resolution process (CQR), begins in January 2022. A CQR challenge to the accuracy of a city's population must be filed by the city itself.
- If this apparent error were corrected, the population of Goldsboro would be 34,250 rather than the 33,657 that the Census reported.

Effect of the apparent error on redistricting:

- It has no effect on whether Goldsboro is required to redistrict.
- It would affect how the new map for this decade must be drawn to be legally acceptable.

Current District data using a corrected 2020 Census

District	Total Population	Ideal District Pop	# Dev from Ideal	% Dev from Ideal
1	4,999	5,708	- 709	- 12.42%
2	6,347	5,708	+639	+11.19%
3	5,669	5,708	- 39	- 0.68%
4	5,532	5,708	- 176	- 3.08%
5	6,024	5,708	+316	+ 5.54%
6	5,679	5,708	- 29	- 0.51%
Total County	34,250			

Comparison of official and corrected data

Current Districts using official Census

District	Tot Pop	Ideal	# Dev	% Dev
1	4,406	5,610	-1,204	-21.46%
2	6,347	5,610	+ 737	+13.14%
3	5,669	5,610	+ 59	+ 1.05%
4	5,532	5,610	- 78	- 1.39%
5	6,024	5,610	+ 414	+ 7.38%
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County	33,657			

Current Districts using corrected Census

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6	5,679	5,708	-29	- 0.51%
County	34,250			

§ 160A-23. District map; reapportionment.

(a) If the city is divided into electoral districts for the purpose of electing the members of the council, the map or description required by G.S. 160A-22 shall also show the boundaries of the several districts.

(b) The council shall have authority to revise electoral district boundaries from time to time. If district boundaries are set out in the city charter and the charter does not provide a method for revising them, the council may revise them only for the purpose of (i) accounting for territory annexed to or excluded from the city, and (ii) correcting population imbalances among the districts shown by a new federal census or caused by exclusions or annexations. When district boundaries have been established in conformity with the federal Constitution, the council shall not be required to revise them again until a new federal census of population is taken or territory is annexed to or excluded from the city, whichever event first occurs. In establishing district boundaries, the council may use data derived from the most recent federal census and shall not be required to use any other population estimates. (1969, c. 629; 1971, c. 698, s. 1.)

Optional Guiding Principles

1. In order to minimize voter confusion, districts should retain their current configuration, to the extent possible ("core preservation")
2. Alternatively, the existing district lines should not be considered except to the extent legally required ("blank slate")
3. Avoid the pairing of incumbents in the same district
4. Follow natural boundaries and physical features, such as roads or waterways, to the extent possible

Optional Guiding Principles

5. Use precincts as building blocks for the districts, to the extent possible
6. Recognize and respect neighborhood boundaries
7. Recognize and respect communities of interest, to be defined by the Council with public input
8. Consider areas of potential future population growth/decline
9. Districts should be reasonably compact, to the extent possible

Council discussed party affiliations, input from the Board of Elections and population vs registered voters (Neuse Corrections inmates).

After further discussion regarding redistricting, Poyner Spruill noted they would use the corrected census numbers. Council directed Poyner Spruill to keep districts compact with identifiable boundaries, not to take demographics into account when drawing lines and to consider incumbents and put them in different districts. Poyner Spruill mentioned that council could adjust maps when presented and that maps would be available to view online. Maps will be presented at the Council meeting on March 21, 2022.

Mid-Year Finance Update. Catherine Gwynn, Finance Director shared the following presentation:

6 MONTH FINANCIAL UPDATE

Catherine Gwynn, Finance Director

Feb 22, 2022

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Revenue Collections
FY22 Operating Funds

General Fund – Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21)

	FY 2021-22	FY 2020-21	Difference Over/(Under) Prior Year
Taxes	$13,044,837	$12,284,344	$760,493
Loan Proceeds	3,268,981	0	3,268,981
Sales Tax	2,735,358	2,549,201	186,157
Refuse	1,841,868	1,848,633	(6,765)
Shared Services	1,603,920	1,523,479	80,441
Powell Bill	1,024,645	868,303	156,342
Utility Franchise	696,086	760,919	(64,833)
Intergovernmental Grants	350,936	359,752	(8,816)
Golf Course	339,319	308,911	30,408
Miscellaneous	435,906	353,516	82,390
Paramount	211,662	2,620	209,042
Permits	197,558	165,393	32,165
ABC Board	170,800	0	170,800
Shared State Revenues	63,049	70,005	(6,956)
Recreation Fees	104,283	28,251	76,032
Investment Earnings	4,516	2,346	2,170
Goldsboro Events Center	38,654	12,514	26,140
Fees	36,902	39,178	(2,276)
Cemetery	21,560	27,292	(5,732)
Total General Fund 12/31	**26,190,840**	**21,204,657**	**4,986,183**

General Fund Collections
July – December FY22 Budget vs. Actual

	Adjusted Budget	Actual Collections	YTD% % of Budget
Property Tax	$17,825,544	$13,044,837	73.18%
Sales Tax	9,997,261	2,735,358	27.36%
Refuse	3,706,327	1,841,868	49.70%
Shared Services	3,207,840	1,603,920	50.00%
Utility Franchise Tax	2,871,676	696,086	24.24%
Intergovernmental Grants	1,997,872	350,936	17.57%
Proceeds from Loan	2,303,395	3,268,981	141.92%
Other Revenues	1,070,217	435,906	40.73%
Powell Bill	830,800	1,024,645	123.33%
Golf Revenue	548,500	339,319	61.86%
State Shared Revenues	382,887	63,049	16.47%
Permits	378,450	197,558	52.20%
Paramount Revenue	173,650	211,662	121.89%
Fund Balance Appropriated	156,633	-	
ABC Board	95,000	170,800	179.79%
Other Fees and Permits	90,850	36,902	40.62%
Recreation Fees	86,000	104,283	121.26%
Cemetery Fees	57,000	21,560	37.82%
Goldsboro Event Center Revenues	40,900	38,654	94.51%
Investment Income	15,000	4,516	30.11%
Total General Fund Collections thru December	$45,835,802	$26,190,840	57.14%

Utility Fund – Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21)

	FY 2021-22	FY 2020-21	Difference Over/(Under) Prior Year
Charges - Sewer	$ 4,719,918	$ 4,411,826	$ 308,092
Charges - Water	3,870,139	3,735,854	134,285
UF - SJAFB & Case Farms	1,277,810	995,900	281,910
Miscellaneous Other	428,747	33,819	394,928
Late Payment Fees	193,482	94,606	98,876
Tap Fees	18,014	14,300	3,714
Compost Fees	13,237	21,090	(7,853)
Investment Earnings	4,388	1,574	2,814
Utility Fund thru 12/31	**$ 10,525,735**	**$ 9,308,969**	**$1,216,766**

Utility Fund Collections
July – December FY22 Budget vs. Actual

	Adjusted Budget	Actual Collections	YTD % Collections
Current Water	57,321,707	$3,870,139	52.86%
Current Sewer	8,823,652	4,719,918	53.49%
UF - SJAFB & Case Farms	1,084,004	1,277,810	117.88%
Late Payment Fees	258,000	193,482	74.99%
Miscellaneous Other	2,770,094	428,747	15.48%
Compost Fees	51,000	13,237	25.95%
Tap Fees	31,000	18,014	58.11%
Investment Earnings	8,000	4,388	54.85%
Fund Balance Approp.	391,761	0	
Utility Fund Collections thru December	**$20,739,218**	**$10,525,735**	**50.75%**

Stormwater Fund Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21)

	FY 2021-22	FY 2020-21	Difference Over/(Under) Prior Year
Stormwater Fee	$803,904	$771,599	$32,305
Loan Proceeds	267,551	0	267,551
Miscellaneous Other	6,293	0	6,293
Investment Income	568	310	258
Stormwater Fund Totals thru 12/31	**$1,078,316**	**$771,909**	**$306,407**

Stormwater Fund Collections
July – December FY22 Budget vs. Actual

	Adjusted Budget	Actual Collections	YTD% Collections
Stormwater Fee	$1,575,000	$803,904	51.04%
Loan Proceeds	0	267,551	
Investment Income	1,200	568	47.33%
Miscellaneous Other	0	6,293	
Stormwater Fund Collections Totals	**$1,576,200**	**$1,078,316**	**68.41%**

Downtown District - Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21)

	FY 2021-22	FY 2020-21	Difference Over/(Under) Prior Year
Property Taxes	$63,407	$60,183	$3,224
Investment Earnings	33	10	23
Downtown District Fund thru 12/31	**$63,440**	**$60,193**	**$3,247**

Downtown District- Collections
July – December FY22 Budget vs. Actual

	Adjusted Budget	Actual Collections	YTD % Collections
Property Taxes	$95,174	$63,407	66.62%
Investment Earnings	0	33	
Downtown District Fund Collections Totals thru December	**$95,174**	**$63,440**	**66.66%**

Occupancy Tax - Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21)

	FY 2021-22	FY 2020-21	Difference Over/(Under) Prior Year
Occupancy - Civic Center (80%)	$393,204	$332,172	$61,032
Occupancy - Travel & Tourism (20%)	98,301	83,043	15,258
Wayne County Occupancy Tax	81,382	52,929	28,453
Merchandise Sales	0	1,615	(1,615)
Local Grants	0	0	0
Investment Earnings	196	131	65
Occupancy Tax Fund Totals thru 12/31	**$573,083**	**$469,890**	**$103,193**

Occupancy Tax - Collections
July – December FY22 Budget vs. Actual

	Adjusted Budget	Actual Collections	YTD % Collectio
Occupancy - Civic Center (80%)	$625,000	$393,204	62.91%
Occupancy - Travel & Tourism (20%)	155,000	98,301	63.42%
Wayne County Occupancy Tax	175,975	81,382	46.25%
Merchandise Sales	5,000	0	0.00%
Local Grants	28,493	0	0.00%
Investment Earnings	200	196	98.00%
Fund Balance Approp.	150,000	0	0.00%
Occupancy Tax Fund Collections Totals	**$1,139,668**	**$573,083**	**50.29%**

Actual Collections
(Comparison to 1st Six Months Actual FY22 vs. FY21) – Recap by Fund

	FY 2021-22	% of Budget FY22	FY 2020-21	% of Budget FY21	Difference Over/(Under) Prior Year
General Fund	$ 26,190,840	58%	$ 21,204,655	49%	$ 4,986,185
Utility Fund	10,525,735	51%	9,308,969	50%	1,216,766
Stormwater Fund	1,078,316	68%	771,909	43%	306,407
Downtown Development	63,440	67%	60,193	61%	3,247
Occupancy Tax	573,083	50%	469,890	39%	103,193
Total Revenues Collected	$ 38,431,414		$ 31,815,616		$ 6,615,798

Expenditures
FY22 Operating Funds

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FY22 Actual Expenditures vs. Adjusted Budget
First Six Months

	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
General Fund						
Personnel	$ 12,563,477	$ 26,871,891	47%	$ 12,671,946	$ 26,616,283	48%
Operating	$ 4,394,008	$ 10,365,688	42%	$ 3,686,356	$ 9,656,540	38%
Capital	$ 319,405	$ 1,768,097	18%	$ 528,072	$ 1,715,594	31%
Debt	$ 1,905,318	$ 5,094,550	37%	$ 1,982,518	$ 4,850,892	41%
Trans & Sh Svc	$ 976,835	$ 1,735,576	56%	$ 18,371	$ 23,607	78%
Total GF	**$ 20,159,043**	**$ 45,835,802**	44%	**$ 18,887,263**	**$ 42,862,916**	44%
Utility Fund						
Personnel	$ 1,942,950	$ 4,375,055	44%	$ 1,926,919	$ 4,232,215	46%
Operating	$ 2,040,218	$ 7,139,524	29%	$ 2,182,361	$ 5,989,516	36%
Capital	$ 174,642	$ 2,549,744	7%	$ 53,645	$ 1,090,760	5%
Debt	$ 336,769	$ 3,577,300	9%	$ 366,518	$ 3,430,251	11%
Trans & Sh Svc	$ 1,548,798	$ 3,097,595	50%	$ 2,119,053	$ 3,802,580	56%
Total UF	**$ 6,043,377**	**$ 20,739,218**	29%	**$ 6,648,496**	**$ 18,545,322**	36%

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FY22 Actual Expenditures vs. Adjusted Budget
First Six Months (con't)

	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Stormwater Fund						
Personnel	$ 256,021	$ 661,899	39%	$ 304,167	$ 634,715	48%
Operating	$ 126,747	$ 330,521	38%	$ 123,653	$ 342,652	36%
Capital	$ -	$ 54,000	0%	$ -	$ 282,204	0%
Debt	$ -	$ 181,757	0%	$ -	$ 124,819	0%
Trans & Sh Svc	$ 292,901	$ 348,023	84%	$ 54,426	$ 391,210	14%
Total SWF	**$ 675,669**	**$ 1,576,200**	43%	**$ 482,246**	**$ 1,775,600**	27%
Downtown District						
Personnel	$ -	$ -		$ -	$ 3,617	0%
Operating	$ 52,932	$ 80,174	66%	$ 13,224	$ 77,281	17%
Capital	$ -	$ 15,000		$ -	$ 20,000	0%
Debt	$ -	$ -		$ -	$ -	
Trans & Sh Svc	$ -	$ -		$ -	$ 17,000	0%
Total DD	**$ 52,932**	**$ 95,174**	56%	**$ 13,224**	**$ 117,898**	11%

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FY22 Actual Expenditures vs. Adjusted Budget
First Six Months (con't)

	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Occupancy Tax Fund						
Personnel	$ 81,583	$ 188,039	43%	$ 86,909	$ 189,425	46%
Operating	$ 192,844	$ 741,006	26%	$ 107,090	$ 559,133	19%
Capital	$ -	$ -		$ -	$ 4,665	
Debt	$ 55,311	$ 210,623	26%	$ 46,092	$ 446,621	10%
Trans & Sh Svc	$ -	$ -		$ -	$ -	
Total SWF	**$ 329,738**	**$ 1,139,668**	29%	**$ 240,091**	**$ 1,199,844**	20%

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FY22 Actual Expenditures vs. Adjusted Budget
First Six Months - Recap

ALL FUNDS	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Personnel	$ 14,895,243	$ 32,096,884	46%	$ 14,989,941	$ 31,676,256	47%
Operating	$ 6,803,493	$ 18,656,913	36%	$ 6,112,684	$ 16,625,121	37%
Capital	$ 446,092	$ 4,386,842	10%	$ 581,717	$ 3,133,223	19%
Debt	$ 2,297,398	$ 9,064,229	25%	$ 2,395,128	$ 8,852,583	27%
Trans & Sh Svc	$ 2,818,534	$ 5,181,194	54%	$ 2,191,850	$ 4,234,397	52%
Total ALL FUNDS	**$ 27,260,759**	**$ 69,386,062**	39%	**$ 26,271,320**	**$ 64,501,580**	41%

BY FUND	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
General	$ 20,159,043	$ 45,835,802	44%	$ 18,887,263	$ 42,862,916	44%
Utility	$ 6,043,377	$ 20,739,218	29%	$ 6,648,496	$ 18,545,322	36%
Stormwater	$ 675,668	$ 1,576,200	43%	$ 482,246	$ 1,775,600	27%
Downtown Distric	$ 52,933	$ 95,174	56%	$ 13,224	$ 117,898	11%
Occupancy	$ 329,738	$ 1,139,668	29%	$ 240,091	$ 1,199,844	20%
Total ALL FUNDS	**$ 27,260,759**	**$ 69,386,062**	39%	**$ 26,271,320**	**$ 64,501,580**	41%

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Operating Funds
Revenue & Expenditure Summary

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FY22 Revenue & Expenditures
First Six Months – Recap

GENERAL FUND	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 26,190,840	$ 45,835,802	57%	$ 21,202,177	$ 42,862,916	49%
Expenditures	$ 20,159,043	$ 45,835,802	44%	$ 18,887,263	$ 42,862,916	44%
Net Revenue Over/(Under) Expend.	$ 6,031,797	$ -		$ 2,314,914	$ -	

Utility Fund	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 10,525,735	$ 20,739,218	51%	$ 9,308,969	$ 18,545,322	50%
Expenditures	$ 6,043,377	$ 20,739,218	29%	$ 6,648,496	$ 18,545,322	36%
Net Revenue Over/(Under) Expend.	$ 4,482,358	$ -		$ 2,660,473	$ -	

Stormwater Fund	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 1,078,316	$ 1,576,200	68%	$ 771,909	$ 1,775,600	43%
Expenditures	$ 675,669	$ 1,576,200	43%	$ 482,246	$ 1,775,600	27%
Net Revenue Over/(Under) Expend.	$ 402,647	$ -		$ 289,663	$ -	

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FY22 Revenue & Expenditures
First Six Months – Recap (con't)

Downtown District	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 63,440	$ 95,174	67%	$ 60,193	$ 117,898	51%
Expenditures	$ 52,931	$ 95,174	56%	$ 13,224	$ 117,898	11%
Net Revenue Over/(Under) Expend.	$ 10,509	$ -		$ 46,969	$ -	

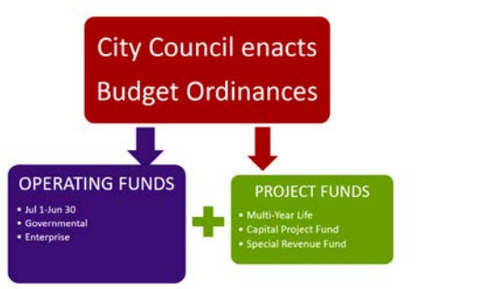
Occupancy Tax	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 573,083	$ 1,139,668	50%	$ 469,889	$ 1,199,844	39%
Expenditures	$ 329,738	$ 1,139,668	29%	$ 240,092	$ 1,199,844	20%
Net Revenue Over/(Under) Expend.	$ 243,345	$ -		$ 229,797	$ -	

ALL FUNDS	FY21-22 Actual 12/31/21	FY21-22 Budget	FY21-22 % of Budget	FY20-21 Actual 12/31/20	FY20-21 Budget	FY20-21 % of Budget
Revenue	$ 38,432,415	$ 67,838,829	57%	$ 31,813,138	$ 64,501,580	49%
Expenditures	$ 27,260,758	$ 67,838,829	40%	$ 26,271,320	$ 64,501,580	41%
Net Revenue Over/(Under) Expend.	$ 11,171,657	$ -		$ 5,541,818	$ -	

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Project Funds
Capital Project Funds
Special Revenue Funds

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Capital Projects Summary
Governmental Type Activities
as of 12/31/2021

Description	Primary Funding Source	Project Budget	Spent as of 12/31/21
CDBG	Grants	$ 1,452,314	$ 785,682
Herman Park Center	Debt	$ 11,150,000	$ 358,000
Police/Fire Construction	Debt	$ 6,417,326	$ 6,187,144
2018 Street Bonds	Debt	$ 5,048,522	$ 4,742,297
Parks & Rec CPF FY19-FY24	Donations/Grants	$ 627,393	$ 212,522
Police DOJ JAG Grants	Grants	$ 197,794	$ 149,810
Police - Federal Forfeiture	Grants	$ 200,815	$ 72,281
Police BJA CRF 2020	Grants	$ 108,628	$ 64,822
1919 La France Fire Truck	Donations	$ 80,000	$ -
Police Other Restricted Fund	Gr/Donat	$ 46,025	$ 14,024
Parks & Rec SRF	Donations	$ 30,166	$ 20,622
Community Relations SRF	Donations	$ 15,858	$ 14,182
Total		$ 25,374,841	$ 12,621,386

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Capital Projects Summary
Governmental & Enterprise Type Activities
as of 12/31/2021

Description	Primary Funding Source	Project Budget	Spent as of 12/31/21
TIGER VIII Streetscape	Grant/City	$ 7,189,383	$ 6,527,315
FEMA Hurricane Florence	Grant	$ 4,604,077	$ 4,179,246
CRF Funding Wayne Co	Grant	$ 966,688	$ 959,792
FEMA FF Source Capture	Grant/City	$ 202,083	$ 202,083
Misc CRF Funding	Grant	$ 120,366	$ 45,431
ARP 2021	Grant	$ 8,813,514	$ -
Total		$ 21,896,110	$ 11,913,867

Capital Projects Summary
Enterprise Type Activities as of 12/31/2021

Description	Primary Funding Source	Project Budget	Spent as of 12/31/21
Phase IV Sewer Rehab	Debt/City	$ 9,083,790	$ 7,883,090
Sewer Rehab W-17-0110	Debt/City	$ 1,259,802	$ 596,487
2010 Sewer GO Bonds	Debt	$ 8,684,163	$ 8,367,780
Goldenleaf Storm & Sewer Infrast.	Grant	$ 961,307	$ 596,216
Little Cherry Big Cherry Pump Station Relocat	Debt/City	$ 30,000	$ 30,000
Stormwater Drainage Projects	City	$ 488,000	$ -
Water Lines (SRF)	Debt/City	$ 3,717,200	$ 265,513
Plate Settlers (SRF)	Debt/City	$ 2,114,307	$ 1,517,550
2" Water Lines WIF1979		$ 30,000	$ 25,000
Total		$ 26,368,569	$ 19,281,636

Recap		
Governmental Project Funds	$ 25,374,841	$ 12,621,386
Govt1 & Enterprise Project Funds	$ 21,896,110	$ 11,913,867
Enterprise Project Funds	$ 26,368,569	$ 19,281,636
	$ 73,639,520	$ 43,816,889

Fund Balance Appropriations

Fund Balance Appropriations
FY 2021-22

General Fund		**$156,633**
FY20-21 PO Rollover	$ 156,633	
Utility Fund		**$397,761**
FY20-21 PO Rollover	$ 391,761	
Transfer to Capital Projects S1107 & S1108	$ 6,000	
Stormwater Fund		**$640,000**
Transfer to Capital Project Fund T2201	$ 640,000	
Downtown District		**$ -**
Occupancy Tax		**$150,000**
Appropriated Fund Balance Ord 2021-11	$ 150,000	

2/25/2021

Categories of Fund Balance Governmental Funds

GASB 54 Reporting



FY19 Audit – General Fund Excerpt

FUND BALANCES	
Nonspendable:	
Inventories and prepaids	187,925
Restricted:	
Stabilization by state statute	6,911,326
Public safety	7,880
Transportation	-
Cemetery maintenance	294,478
Economic and physical development	-
Cultural and recreational	-
Committed:	
Environmental protection	374,348
Assigned:	
Subsequent year's expenditures	778,842
Unassigned	3,132,854
Total fund balances	10,787,621
Total liabilities, deferred inflows of resources and fund balances	$ 15,939,549

Available Fund Balance – General Fund

FY	Avail FB	Avail. FB %
FY10	$5.35 M	18.23%
FY11	$4.25 M	13.26%
FY12	$5.76 M	18.17%
FY13	$4.34 M	12.97%
FY14	$3.35 M	10.03%
FY15	$12.16 M	51.23%
FY16	$6.57 M	19.30%
FY17	$9.59 M	27.70%
FY18	$7.96 M	20.71%
FY19	$4.59 M	11.35%
FY20	$3.90 M	9.38%



2/25/2021

Legal Definition of Available Fund Balance (G.S. 159-8(a))

Formula:

- Cash And Investments
- Minus Liabilities
- Minus Encumbrances
- Minus Deferred Revenues Arising From Cash Receipts
- Equals Fund Balance Available For Appropriation

- As figures stand at June 30 preceding budget year
- LGC minimum is 8% (1 month of expenditures)

FY2020-21 Net Operating Results
(Modified Accrual - unaudited)

	Budget	Actual	Under/(Over) Budget
General Fund			
Revenues	$ 43,627,074	$ 41,983,101	$ 1,643,973
Expenditures	43,627,074	39,458,713	4,168,361
General Fund - Net	$ -	$ 2,524,388	2,524,388
Utility Fund			
Revenues	$ 18,721,325	$ 20,906,095	(2,184,770)
Expenditures	18,721,325	16,283,133	2,438,192
Utility Fund - Net	$ -	$ 4,622,962	4,622,962
Stormwater Fund			
Revenues	$ 1,960,600	$ 1,591,312	369,288
Expenditures	1,960,600	1,782,721	177,879
Stormwater Fund - Net	$ -	$ (191,410)	(191,410)
Downtown MSD Fund			
Revenues	$ 117,898	$ 94,980	22,918
Expenditures	117,898	36,985	80,913
Downtown MSD Fund - Net	$ -	$ 57,995	57,995
Occupancy Tax Fund			
Revenues	$ 1,204,378	$ 1,043,372	161,006
Expenditures	1,204,378	1,109,152	95,226
Occupancy Tax Fund - Net	$ -	$ (65,780)	(65,780)
Total - Net Change all Funds	$ -	$ 6,890,159	$ 6,890,159

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Financial Performance. Ted Cole, with Davenport shared the following presentation:

Discussion Materials

City of Goldsboro, North Carolina

February 22, 2022

DAVENPORT PUBLIC FINANCE

Contents / Agenda

2 Credit Rating Overview
5 General Fund Operations and Fund Balance
9 Tax Supported Debt Profile
14 Utility Supported Debt Profile

Credit Rating Overview

Credit Rating Overview and Peer Comparatives

Overview

- The City is currently rated AA by Standard and Poor's.
- On August 13, 2020, the City's Aa2 Moody's rating was withdrawn due to a lack of sufficient information.
- The following pages contain peer comparatives based on the below Moody's rating categories:
  - National Cities and Towns
    - Aaa 227 Cities/Towns
    - Aa 1336 Cities/Towns
    - A 573 Cities/Towns
  - North Carolina Cities and Towns
    - Aaa 13 Cities/Towns
      - Apex, Asheville, Cary, Chapel Hill, Charlotte, Durham, Greensboro, Huntersville, Morrisville, Raleigh, Wake Forest, Wilmington, Winston-Salem
    - Aa 25 Cities/Towns
      - Burlington, Carrboro, Clayton, Concord, Davidson, Fayetteville, Fuquay-Varina, Garner, Gastonia, Greenville, Hickory, High Point, Holly Springs, Indian Trail, Jacksonville, Kannapolis, Matthews, Monroe, Mooresville, Mount Holly, Rocky Mount, Sanford, Thomasville, Wilson, Zebulon
    - A 2 Cities/Towns
      - River Bend, Stanley

Moody's Investor Services	Standard & Poor's	Fitch Ratings
Aaa	AAA	AAA
Aa1	AA+	AA+
Aa2	AA	AA
Aa3	AA-	AA-
A1	A+	A+
A2	A	A
A3	A-	A-
Baa1	BB+	BB+
Baa2	BBB	BBB
Baa3	BBB-	BBB-
Non Investment Grade		

Note: The data shown in the peer comparatives is from Moody's Municipal Financial Ratio Analysis database. The figures shown are derived from the most recent financial statement available as of February 16, 2022 (FY 2020 figures in most cases).

Rating Agency Methodologies

Moody's Rating Methodology

Category	Rating Percentage	Short Term Control	Long Term Control
Economy / Tax Base	30%		✓
Finances	30%	✓	✓
Management	20%	✓	✓
Debt / Pensions	20%	✓	✓

- On December 16, 2016, Moody's updated its US Local Governments General Obligation Debt methodology and assumptions.
- Under the new methodology, an initial indicative rating is calculated from a weighted average of four key factors.
- Below the line qualitative adjustments can be made based upon certain factors not included in the quantitative score.

S&P Rating Methodology

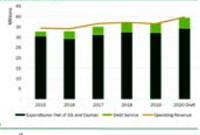
Category	Rating Percentage	Short Term Control	Long Term Control
Institutional Framework	10%		✓
Economy	30%		✓
Management	20%	✓	✓
Budget Flexibility	10%	✓	✓
Budgetary Performance	10%	✓	✓
Liquidity	10%	✓	✓
Debt and Contingent Liabilities	10%	✓	✓

- On September 12, 2013, Standard & Poor's updated its US Local Governments General Obligation Ratings methodology and assumptions.
- Under the new methodology, an initial indicative rating is calculated from a weighted average of seven key factors.
- Up to a one-notch adjustment can be made from the indicative rating based on other qualitative factors not included in the quantitative score.

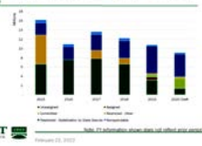
General Fund Operations and Fund Balance

General Fund Financial Performance

General Fund Revenues vs. Expenditures



General Fund Balance



Observations

- Historically, the City's operating revenues have exceeded operating and debt service expenditures, resulting in a structurally balanced budget and annual operating surpluses.
- Beginning in 2018 however, due to increases in operating expenditures and debt service, expenditures exceeded revenues, resulting in a slight operating imbalance.
- Additionally, due to the City's investment in capital from both operating revenues (pay-go capital) and expenditures from bond proceeds, the City's fund balance has declined in four of the last five years.
  - Due to an increase in stabilization by state statute in FY 2019, the City's unassigned fund balance decreased by over $3.5 million.
  - In FY 2020 both total and unassigned general fund balance declined, with unassigned fund balance falling below $1.5 million.



1) Approximately $1.5 million of FY 2020 Committed Fund Balance represents FEMA funds to be reimbursed to the Utility Fund.

Note: FY information shown does not reflect prior period adjustments made in subsequent audited financial statements.

Source: City Audits

General Fund Balance Overview

City of Goldsboro Fund Balance Policy:

- The City of Goldsboro will strive to maintain available fund balance in the General Fund (originally defined as Unreserved, Undesignated and now defined as Unassigned) at a level sufficient to meet its objectives. The City will target an available fund balance at the close of each fiscal year equal to 15% of the General Fund Operating Budget, at no time shall the available Fund Balance fall below 15% of the General Fund Operating Budget.
- The City Council may, from time-to-time, appropriate fund balances that will reduce available fund balances below the 15% policy for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Goldsboro. In such circumstances, the Council will adopt a plan to restore the available fund balances to the policy level within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the Council will establish a different but appropriate time period.







Source: City Audits - City Staff - City Policies

General Fund Balance – Peer Comparatives

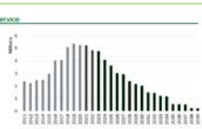


Source: City Audits and Moody's MFRA

Existing Tax Supported Debt Profile

Existing Tax Supported Debt

Tax Supported Debt Service



Par Outstanding – Estimated as of 6/30/2021

Type	Par Amount
General Obligation Bonds	$10,421,398
PCIs / LOBs / Other	$20,877,991
Total	$31,499,159

Note: Includes the following loans issued after 6/30/2021:
- 2021 IFA (BB&T/Truist)
- 2021 IFA (PNC Equipment Finance)
- 2021 IFA (Sterling National Bank)

Tax Supported Debt Service

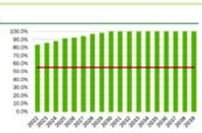
FY	Principal	Interest	Total	10-yr Payout
Total	31,499,159	5,704,429	37,203,588	
2022	3,946,619	895,585	4,842,203	82.9%
2023	3,951,623	807,673	4,759,296	85.1%
2024	3,366,901	706,492	4,073,393	87.2%
2025	3,005,192	613,946	3,619,138	90.4%
2026	2,484,702	532,355	3,017,057	91.6%
2027	2,483,123	457,108	2,940,232	93.8%
2028	1,993,000	381,777	2,372,777	96.3%
2029	1,833,000	314,619	2,147,619	97.8%
2030	1,766,000	256,057	2,022,057	100.0%
2031	1,281,000	204,291	1,485,291	100.0%
2032	1,280,000	166,639	1,446,639	100.0%
2033	1,080,000	129,019	1,209,019	100.0%
2034	1,080,000	94,400	1,174,400	100.0%
2035	500,000	59,287	559,287	100.0%
2036	500,000	43,328	543,328	100.0%
2037	500,000	27,219	527,219	100.0%
2038	225,000	10,969	235,969	100.0%
2039	225,000	3,656	228,656	100.0%

- The City's Tax Supported Debt consists of obligations paid for from the General Fund and from Occupancy Tax.

Source: LGC Bond Ledger and 2020 Draft Audit

Key Debt Ratio: Tax Supported Payout Ratio

10-Year Payout Ratio



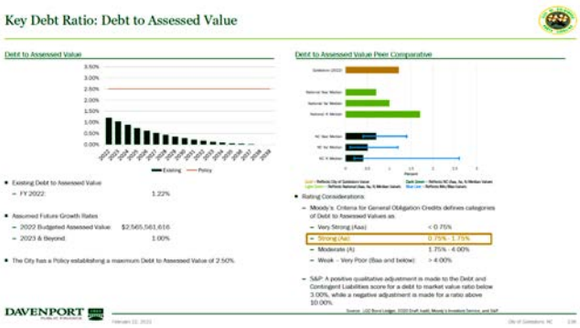
- Existing 10-year Payout Ratio
  - FY 2022: 82.9%
- The 10-Year Payout Ratio measures the amount of principal to be retired in the next 10 years.
- This ratio is an important metric that indicates whether or not a locality is back-loading its debt.
- The City has a Policy establishing a minimum 10-Year Payout Ratio of 55%.

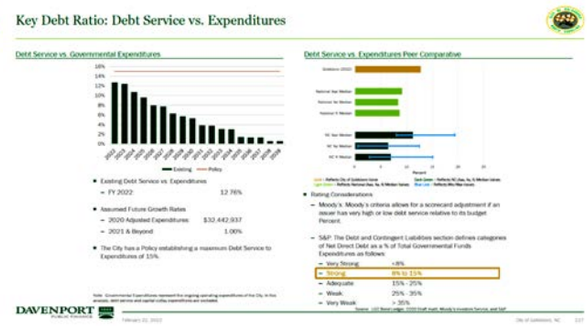
10-year Payout Ratio Peer Comparative



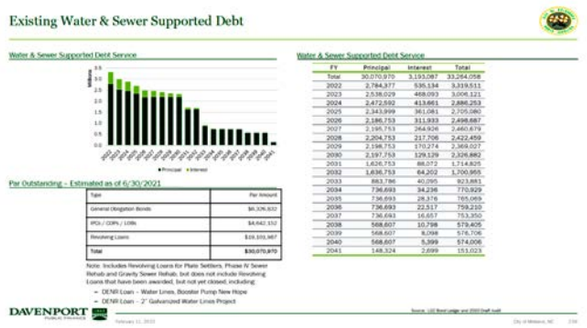
- Rating Considerations
  - Moody's: Moody's rating criteria for General Obligation credits allows for a scorecard adjustment if an issuer has unusually slow or rapid amortization of debt principal.
  - S&P: A payout ratio greater than 65% results in a one point positive qualitative adjustment to the Debt & Contingent Liabilities section of S&P's General Obligation rating methodology.

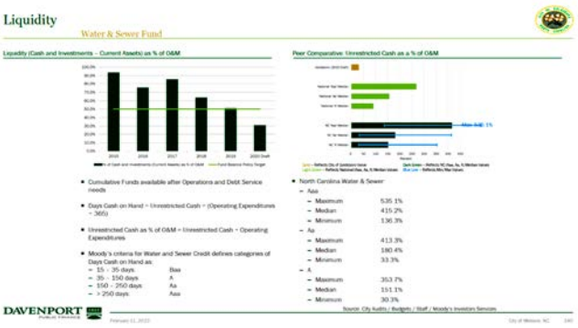
Source: LGC Bond Ledger, 2020 Draft Audit, Moody's Investor Service, and S&P

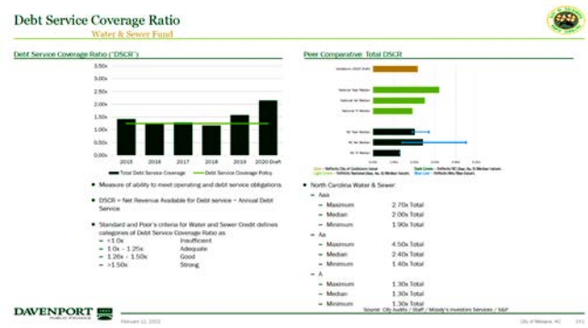


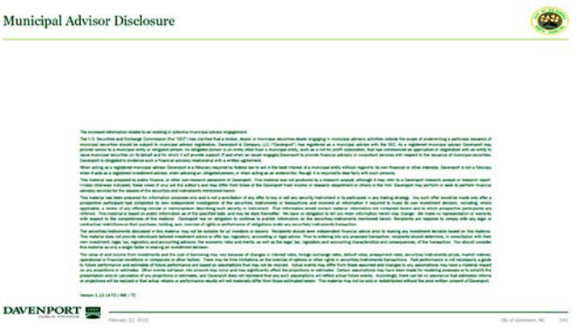






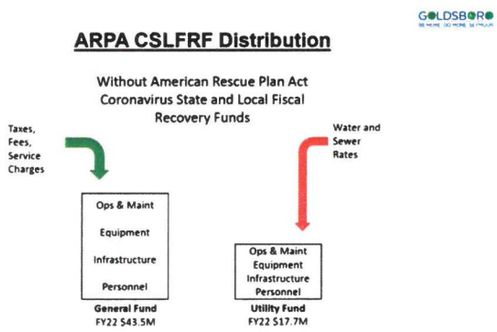


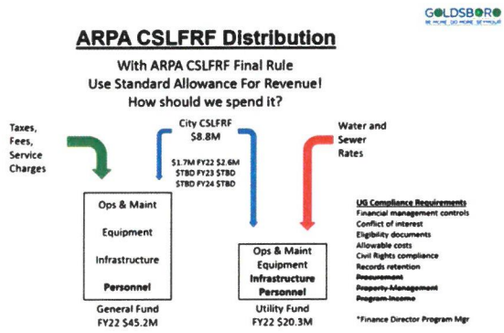


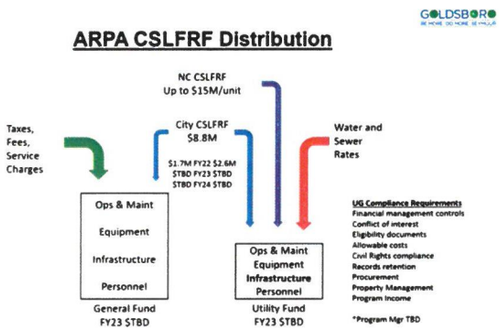


Juneteenth Holiday Discussion. Bernadette Dove, Human Resources Director shared information concerning the origin of Juneteenth. Council and the City Manager discussed the proposal to make Juneteenth a paid city holiday. Mrs. Dove discussed what it would cost the city and stated that we have some departments that work 24/7, Public Safety, Public Utilities, and some of Public Works and that they would get a day off at another time if required to work. Mrs. Dove stated that would take the paid city holidays from 11-12 to 12-13 (depending on Christmas). Mayor Pro Tem Polack made a motion to make Juneteenth a city holiday. The motion was seconded by Councilwoman Jones and unanimously carried. The holiday will be added to the FY 22-23 holiday schedule.

FY21-22 Budget ARPA SLFRF Guidance. Tim Salmon, City Manager shared the following presentation:







ARPA CSLFRF Recommendation

1) Council approve to utilize the standard allowance of revenue loss for the full SLFRF award of $8,813,514 which provides broader flexibility and greater simplicity
2) Pay for personnel to simplify Federal Uniform Guidance (UG) reporting requirements
3) This will enable local tax and utility rate revenue to pay for other requirements as determined by Council in accordance with NC procurement laws

City Manager Salmon recommends taking the standard deduction of 8.8 million dollars and distribute it as was decided in FY22 and start paying down what we've determined to put the 1.7 million into the general fund into personnel. Council discussed the proposal with the manager and finance director. Mr. Salmon shared Catherine Gwynn, Finance Director has agreed to be the Program Manager.

Councilman Gaylor made a motion to allocate the 8.8 million dollars to offset personnel costs to take the standard allowance as shown by the manager and finance director today. Councilman Aycock seconded the motion. Mayor Ham, Mayor Pro Tem Polack, Councilman Gaylor and Councilman Aycock voted for the motion. Councilwoman Matthews and Councilwoman Jones voted against the motion. The motion passed 4:2.

City Manager Salmon distributed a letter to council and requested they approve an engagement letter with Greg Isley, CPA for the FY23 budget to enable the finance director to focus on the FY21 audit. The contract gives an estimate of about 150 hours at billable hours of $125.00 per hour for some of the senior management and $100.00 per hour for staff. Mr. Salmon stated this is an estimate of about $20,000.

Councilman Gaylor made a motion to approve the Greg W. Isley, CPA firm to oversee the preparation of the budget. Council discussed the fulfillment of the contract by the firm and the invoices submitted by the firm. The motion was seconded by Councilman Aycock and unanimously approved.

Strategic Plan Discussion. Octavius Murphy, Assistant to the City Manager shared information regarding the Strategic Plan to include goals, Council priorities and current metrics. He also asked discussed priorities with council.

FY22-23 Budget Guidance. City Manager Salmon requested guidance on the FY23 budget.

Mayor Ham and Councilmembers provided comments regarding the retreat and thanked staff.

The retreat adjourned at 12:57 pm.

David Ham
Mayor

Laura Getz, MMC/NCCMC
City Clerk

MINUTES OF THE JOINT MEETING OF THE GOLDSBORO CITY COUNCIL, WAYNE COUNTY COMMISSIONERS AND LOCAL MUNICIAPLITIES
MARCH 1, 2022

The City Council of the City of Goldsboro, North Carolina, met in a Joint Meeting with the Wayne County Commissions and local municipalities at the Maxwell Center, 3114 Wayne Memorial Drive, at 12 p.m. on March 1, 2022.

Present: Mayor David Ham
Mayor Pro Tem Taj Polack
Councilwoman Hiawatha Jones
Councilwoman Brandi Matthews
Councilman Charles Gaylor, IV
Councilman Gene Aycock
Tim Salmon, City Manager
Roe O'Donnell, Temporary Assistant City Manager
Laura Getz, City Clerk

Absent: Councilman Bill Broadaway

Chairman Joe Daughtery provided the welcome.

Invocation: Vice-Chairman George Wayne Aycock, Jr. provided the invocation.

Chairman Joe Daughtery shared that meetings with the municipalities are planned to be held quarterly.

Introductions: A representative from each municipality introduced those in attendance.

Presentation: Christyn Fertenbaugh, NCDENR Project Engineer shared a presentation regarding the Infrastructure Master Plan and Road to Viability (Exhibit A)

Municipality Discussions: Each group was given an opportunity to discuss issues affecting their municipality or organization.

Mayor David Ham with the City of Goldsboro shared concerns regarding water and sewer.

Mayor Kenny Talton with the Town of Mount Olive shared concerns regarding Mount Olive's moratorium which is preventing growth for businesses or residential areas.

Mayor Darron Flowers with the Town of Fremont shared concerns regarding the town buying water and sewer services to sell to residents.

Town Manager James Sullivan with the Town of Pikeville shared that his concerns were the same as other towns.

Finance Officer Manasa Cooper, representing the Town of Eureka, said she would be interested in learning Wayne County's plans.

Interim Mayor Ronda Hughes with the Town of Seven Springs shared concerns regarding maintaining residents.

Craig Fouch, Board of Education member shared concerns regarding teacher pay, teacher retention, position vacancies and facilities that are in disrepair. He also shared that students are struggling and shared statistics on students and their abilities.

The meeting adjourned at 1:58 p.m.

CITY OF GOLDSBORO INCORPORATED 1844 - 1881

David Ham
Mayor

Laura Getz, MMC/NCCMC
City Clerk



The Viable Utility Reserve and the Wayne County Partnership

Christyn Fertenbaugh, P.E.

Department of Environmental Quality



Overview

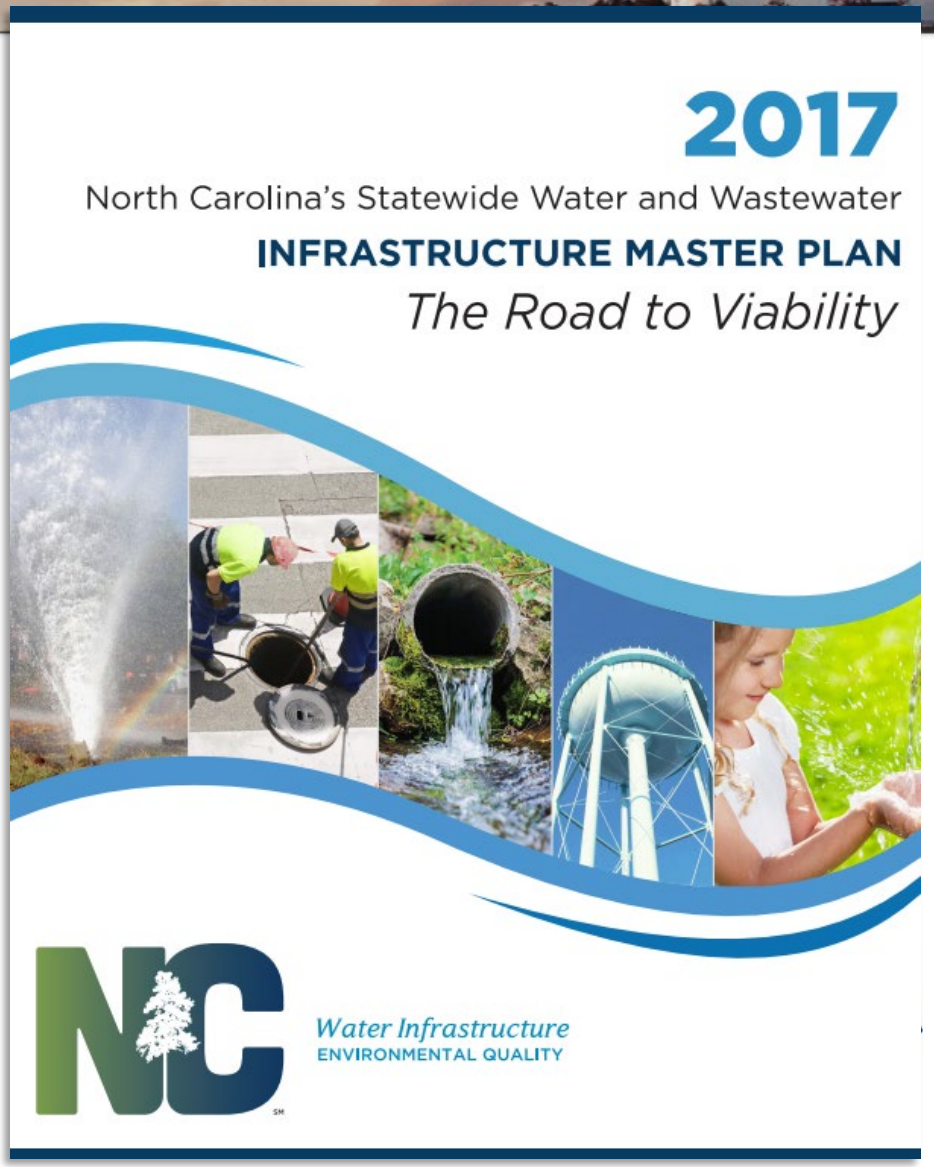
- The Viable Utility Reserve (VUR)
  - Background
  - Requirements
  - Study Grants
- American Rescue Plan Act (ARPA)
- The Wayne County Partnership

NORTH CAROLINA
Department of Environmental Quality

The Viable Utility Reserve (VUR)

Master Plan – Definition of Viability

A viable system is one that functions as a long-term, self-sufficient business enterprise, establishes organizational excellence, and provides appropriate levels of infrastructure maintenance, operation, and reinvestment that allow the utility to provide reliable water services now and in the future.



Viable Utility Program

Signed into law on July 1, 2020 (Reform of Water and Wastewater Public Enterprises, S.L. 2020-79)

Foster the viability of water and wastewater operations across the state by:

- Identifies and designates distressed local government units (LGUs).
- Provides a process to develop viable water/sewer utilities.
- Joint approval by SWIA and LGC.

Initial funding ⇨ $9 million non-recurring.

NORTH CAROLINA
Department of Environmental Quality

Distressed Criteria

Distressed criteria were created to classify/designate LGUs and assist in finding solutions that will allow for them to be financially sound and viable moving forward.

Approved criteria:

1. LGC has formally taken financial control of LGU.
2. No annual audit submitted in the past 2 years.
3. Total Assessment Criteria score (20 separate parameters with value ranging from 1-4).
   - 9 for LGUs with both drinking water & wastewater systems.
   - 8 for LGUs with only one service (drinking water or wastewater).
4. Other information has become available.

NORTH CAROLINA
Department of Environmental Quality

History of the VUR Program

December 2020:

- LGC and SWIA approve final distressed criteria.

2021:

- February
  - LGC designates 118 LGUs as distressed.
  - SWIA designates LGUs under Criteria 1 and Criteria 2 as distressed.
- April – SWIA designates 95 LGUs under Criteria 3 as distressed.
- September – DWI accepted applications for funding study grants under the VUR from eligible LGUs.



NORTH CAROLINA
Department of Environmental Quality

Requirements for LGUs Designated as Distressed

Education:

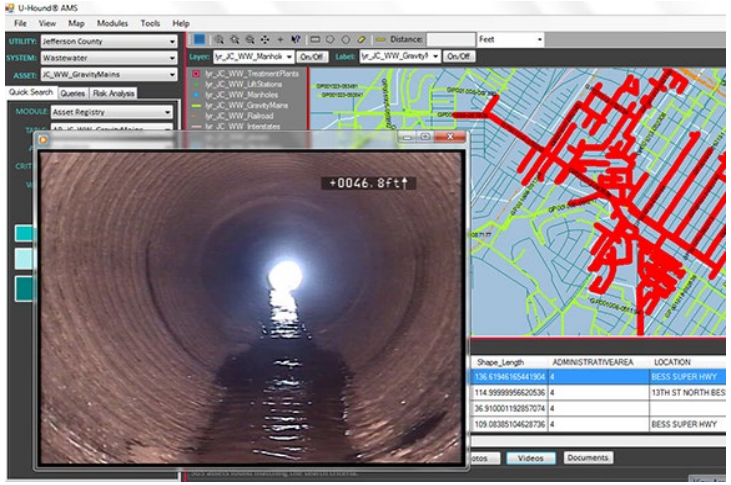
- Initial
- Continuing

Studies:

- Asset Inventory and Assessment (AIA)
- Rate Study
- Merger/Regionalization Feasibility Studies (MRF)

Action plans containing:

- Short-term action plan
- Long-term action plan
- Long-term financial management plan



https://www.hazenandsawyer.com/work/services/asset-management/



https://efc.web.unc.edu/tag/regionalization/

Initial Education

Mandatory for elected officials and utility staff:

- Those individuals responsible for providing utility services.
- Person in charge of finances (e.g., finance officer / clerk).
- Person in charge of infrastructure (e.g., utility director, town manager / administrator).

Topics:

- Basics of utility management.
- “First steps” from the Master Plan best practice areas.
  - Infrastructure
  - Organizational
  - Financial

NORTH CAROLINA
Department of Environmental Quality

Initial Education Options

Via the Division of Water Infrastructure:

- In-person and interactive.
- Full day (6 hours of instruction with lunch / breaks).
- Varying locations across the state.
- Open to any distressed LGU.

Via the NC League of Municipalities:

- Advanced Municipal Leaders training.
- On-demand training.
  - Mandatory completion of modules.
  - Mandatory completion of webinar discussion.

NORTH CAROLINA
Department of Environmental Quality

Continuing Education

- **Education commitment should be part of the action plans!**
  - Include elected officials and utility staff.

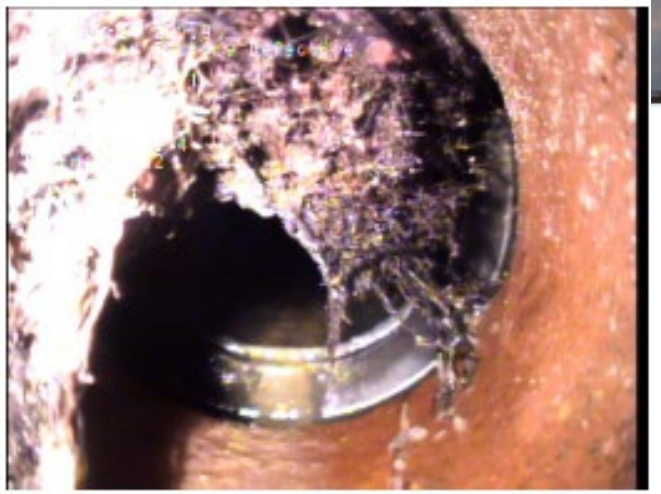
- **Recurring education** (similar to CEU for professional licensure).
  - Under development:
    - 200-level classes “Second steps”
      - Infrastructure
      - Organizational
      - Financial
    - 300-400-level classes

  - Available from resource agencies.

NORTH CAROLINA
Department of Environmental Quality

Asset Inventory & Assessment (AIA)

Roots at Service Lateral Connection



- **Infrastructure:**
  - Above-ground
  - Below-ground

- Examines infrastructure condition, location, age.
- Assists with development of Capital Improvement Plan.

Hole in Frame (allows inflow)



Manhole w/active infiltration (stains)



Precast Manhole (for comparison)



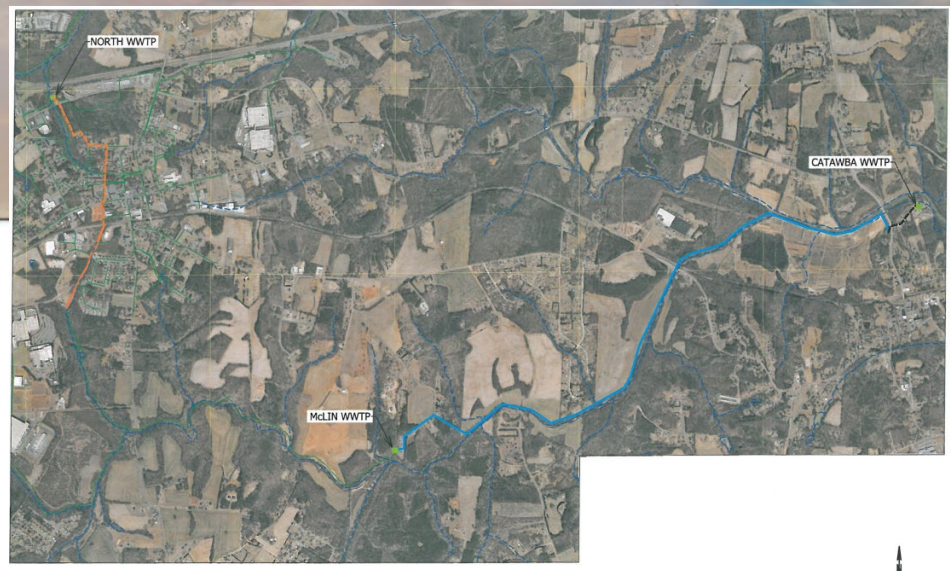
Photos from Town of Warrenton AIA Novem

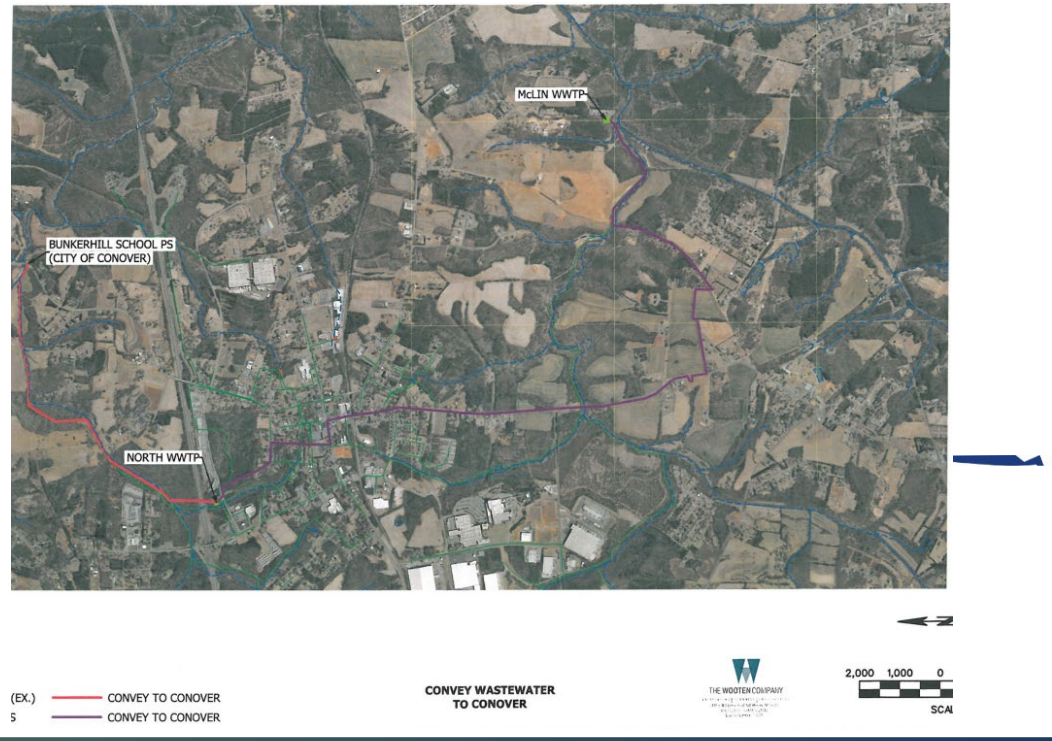
Municipal Engineering Services Company, F

Merger/Regionalization Feasibility Studies (MRF)

- Evaluates:
  - Potential system consolidation(s)
  - Potential for physical interconnection(s)
  - Alternatives (options) analysis

- Studies may include regional partner LGUs* not designated as distressed.





Rate Studies

- Should be included as part of the AIA and/or MRF process.

- Evaluation of:
  - Current rate structure.
  - Historical financial information.
  - Infrastructure needs/planned maintenance, upgrades, and repairs.

- Projects system financial needs and compares these to current rate structure.

NORTH CAROLINA
Department of Environmental Quality

American Rescue Plan Act (ARPA)

State Budget (S.L. 2021-180) Allocations

$1.69 billion appropriated from the ARPA SFRF

NC DEQ Fund or Reserve	Purpose	Allocated directly for specific local governments and public entities (earmarked), approx.	Approximate remaining for grant funding (non-earmarked)
Viable Utility Reserve	Grants for water and wastewater systems that have been **designated as distressed** by the State Water Infrastructure Authority and the Local Government Commission, for the purposes set forth in subdivisions (1) through (5) of G.S. 159G-32(d).	$89.7 million	$353.0 million
Drinking Water Reserve and Wastewater Reserve (State Reserves)	Project construction grants for public water systems and wastewater systems NC DEQ categorizes as **at-risk of becoming distressed**.	$116.6 million	$191.3 million
	Project construction grants for public water systems and wastewater systems **not designated as distressed or categorized as at-risk**.	$614.8 million	$54.1 million
	Grants for asset inventory and assessments, rate studies, merger/regionalization feasibility, training, and planning grants to conduct project engineering, design, or other preconstruction activities.	$0	$77.6 million
Local Assistance for Stormwater Infrastructure Investments Fund	Grants for local governments for projects that will improve or create infrastructure for controlling stormwater quantity or quality.	$18.5 million	$82.0 million
	Total	**$839.6 million**	**$758.0 million**
		Total funds: approx. $1.6 billion	

Plan for VUR ARPA Funds

- ARPA funding will be available for study grants as well as construction grants (estimated to be available for Spring 2022 funding round).

  https://deq.nc.gov/about/divisions/water-infrastructure/i-need-funding

- Currently, criteria for funding eligibility remains the same.
  - Also set by budget language and ARPA funding sources.
  - Limit of $15 million per distressed LGU (including earmarks and conversions from existing SRF projects)

- The VUR team + LGC + SWIA will look at reassessing list of LGUs for being designated as distressed in Spring 2022.

NORTH CAROLINA
Department of Environmental Quality

Wayne County Partnership

Entities Involved

- LGUs:
  - Town of Eureka
  - Town of Fremont
  - City of Goldsboro
  - Town of Mount Olive
  - Town of Pikeville
  - Wayne County
- Division of Water Infrastructure:
  - Primary contact: Christyn Fertenbaugh
  - Secondary Contact: Linda Culpepper
  - Other VUR staff can assist as needed
- Each LGU's consultant(s)



NORTH CAROLINA
Department of Environmental Quality

Current Projects

- Asset Inventory and Assessment (AIA) grants:
  - Town of Eureka (WW)
  - Town of Fremont (DW/WW)
  - City of Goldsboro (DW/WW)
  - Town of Mount Olive (previously completed)
  - Town of Pikeville (DW/WW)
  - Wayne County (DW)
- Merger/Regionalization Feasibility (MRF) grant:
  - Grant assigned to Goldsboro
  - Requires cooperation and consultation with all partners to find the best solutions for viability of all distressed units.

NORTH CAROLINA
Department of Environmental Quality

Status Updates

- AIAs:
  - Town of Eureka (WW) – revised scope under review
  - Town of Fremont (DW/WW) – revised scopes under review
  - City of Goldsboro (DW/WW) – scopes from new engineer under review
  - Town of Mount Olive (previously completed)
  - Town of Pikeville (DW/WW) – revised scopes under review
  - Wayne County (WW) – awaiting revised scopes of work
- MRF:
  - Revised scope submitted and under review.
  - Likely will start ~2 months after AIA work begins to allow time for AIA work to support the MRF study.

NORTH CAROLINA
Department of Environmental Quality

Next Steps

- Cooperation and coordination are key to success!

- Attend VUR initial education – multiple opportunities nearby in-person.
  - March 14 – Pembroke
  - March 15 - Wilson
  - March 16 – Williamston
  - Also available online on-demand

- Begin development of required short-term and long-term plans
  - May be part of AIA process
  - May be developed separately

Thank you!
Viable Utility Reserve Staff:

- Primary contact: Christyn Fertenbaugh, P.E. – Project Manager
  - Christyn.Fertenbaugh@ncdenr.gov
  - 919-707-9174

- Secondary contact: Linda Culpepper – Project Manager
  - Linda.Culpepper@ncdenr.gov
  - 919-707-9109

- Victor D'Amato, P.E. – VUR Supervisor
  - Victor.Damato@ncdenr.gov
  - 919-707-9186

NORTH CAROLINA
Department of Environmental Quality

Thank you! Any Questions?

RESOLUTION NO. 2022-23

RESOLUTION IN SUPPORT AND HONOR OF THE PEOPLE OF UKRAINE AND THE MEN AND WOMEN ASSIGNED TO SEYMOUR JOHNSON AIR FORCE BASE

WHEREAS, on February 24, 2022, Russia, ignoring international law, territorial boundaries and humanitarian values, did without provocation, launch a full-scale invasion of the peaceful, independent and sovereign nation of Ukraine; and

WHEREAS, such unprovoked actions have caused the death of thousands of innocent Ukrainian men, women, and children; and

WHEREAS, additional millions of Ukrainian women and children were forced to leave their homes to seek safety in neighboring countries leaving behind their husbands and sons to valiantly defend their homeland and fend off the invading Russian forces who with complete disregard of humanitarian value have unleashed severe and deliberate destruction and death upon the land; and

WHEREAS, men and women of the United States Air Force assigned to Seymour Johnson Air Force Base in Goldsboro, North Carolina have deployed to various locations throughout Europe to prevent further Russian aggression that might extend upon those countries; and

WHEREAS, those deploying airmen leave behind spouses, children and other loved ones to bear the burden and sacrifices of the known and unknown as they wait, for the duration of this tragic war has no timetable to end; and

NOW, THEREFORE, BE IT RESOLVED that the City of Goldsboro, North Carolina offers moral support and recognition for the bravery, courage and dedication to the people of Ukraine as they stand firm and defiantly against the invading Russian regime.

BE IT ALSO RESOLVED that the City of Goldsboro, North Carolina, the proud home of Seymour Johnson Air Force base, recognizes the bravery, dedication to service and commitment of its uniformed men and women as they stand ready for any mission given and also to their loved ones here in the Goldsboro area who await their safe reunion.

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 21st day of March, 2022.

David Ham, Mayor

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

Certificate of Accomplishment

Jonah Emmanuel Williams

In Recognition of achieving the rank of Eagle Scout

with Boy Scout Troop 48

Given this 21st day of March, 2022.

David Ham, Mayor

Gene Aycock

Councilmember Gene Aycock

Goldsboro City Council Alternative Redistricting Maps

Local Redistricting Service

March 21, 2022

Marshall Hurley, Attorney, Marshall Hurley PLLC

Caroline Mackie, Attorney, Poyner Spruill

Bill Gilkeson, Mapmaker

Standard Disclaimers

- We did not use partisan considerations or look at partisan election data in drawing these alternative maps.
- We did not talk with any individual board member about drawing these maps outside of a public meeting.

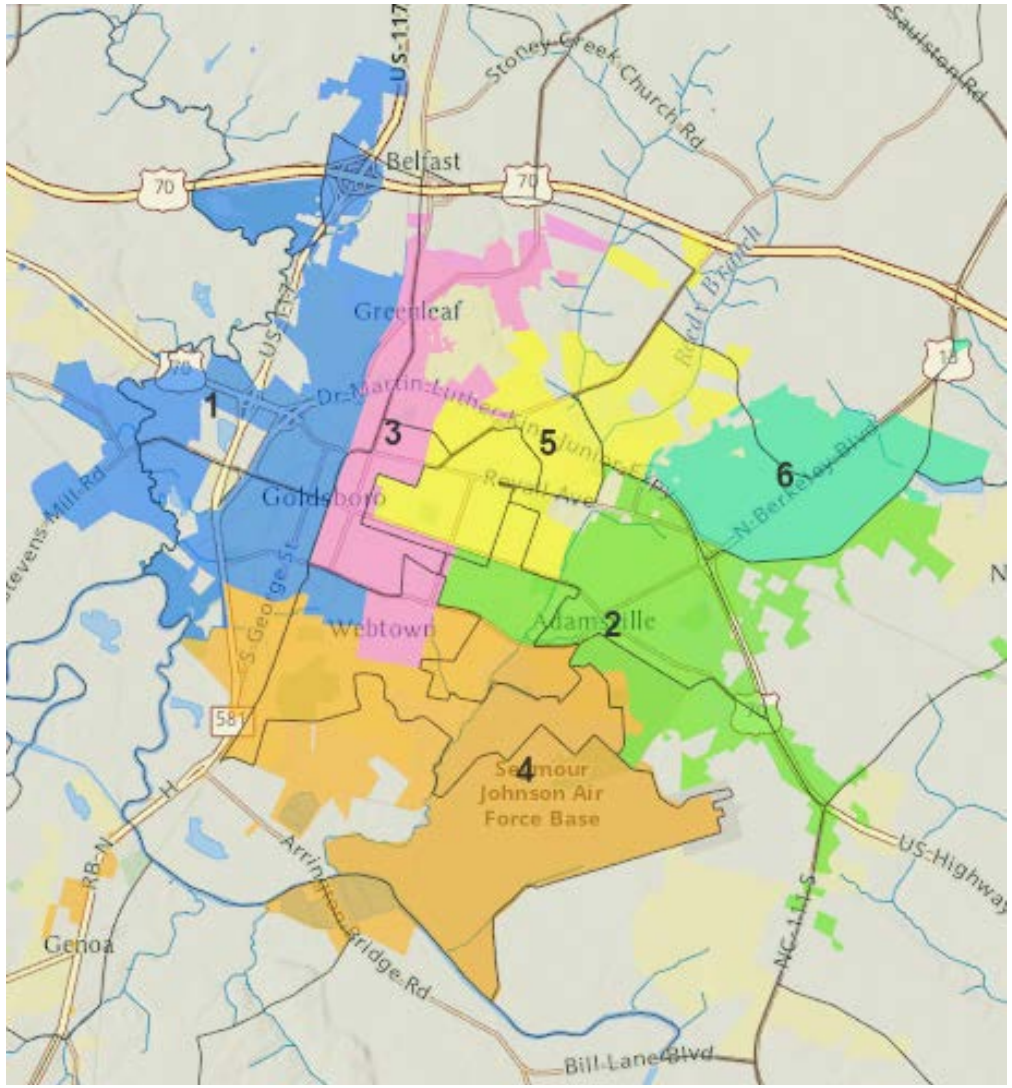
Criteria followed:

- We used the corrected Census data for Goldsboro's population. We included the 593 people incorrectly counted in a sliver outside the city limits next to Neuse Correctional Center.
- We observed the legal requirements of one person one vote – all the districts are within the deviation range of plus or minus 5% from the ideal district population number. Using the corrected Census data, that ideal number for the six City Council districts in Goldsboro is 5,708.
- We avoided pairing incumbents – none of the three options pair incumbents. Each of the six incumbents would keep the same district number as now.
- We tried to preserve the cores of existing districts in all three alternatives. More about this in a minute.

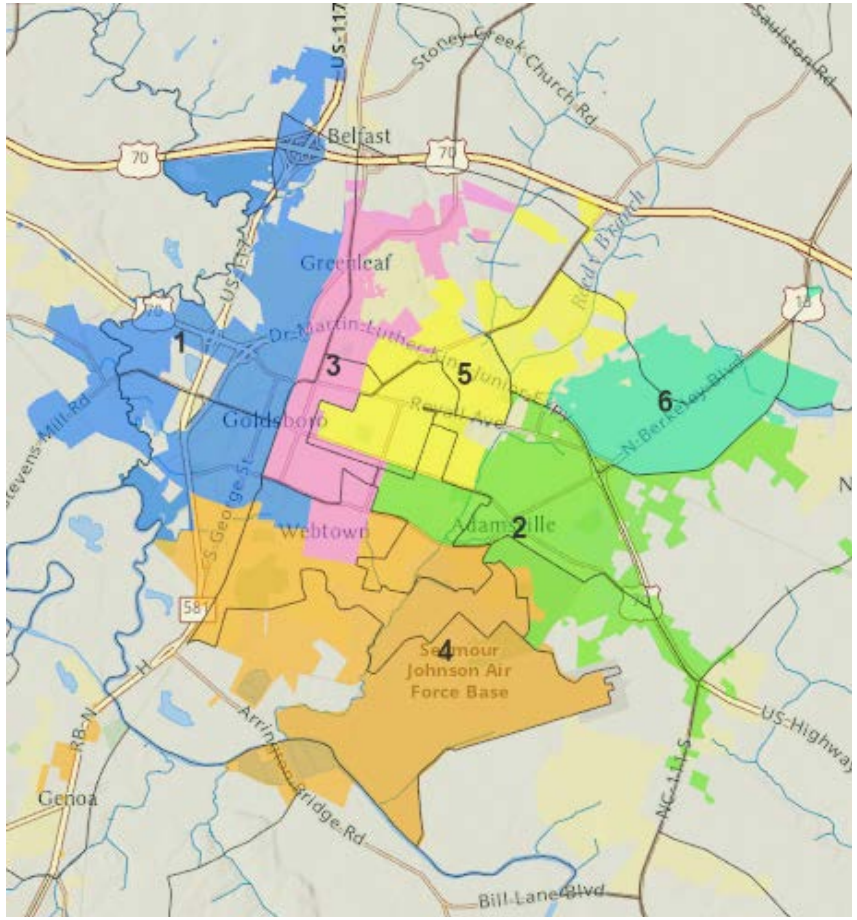
Additional goals:

- Try to make the districts compact.
- Avoid dilution of minority voting strength.
- Avoid racial gerrymandering.

Current Districts



Current districts' population deviations



District Number	Corrected 2020 Total Pop	Ideal Dist Pop	Raw Number Deviation from Ideal Pop	Percent Deviation from Ideal Pop
1	4,999	5,708	-709	-12.42%
2	6,347	5,708	+639	+11.19%
3	5,669	5,708	-39	-0.68%
4	5,532	5,708	-176	-3.08%
5	6,024	5,708	+316	+5.54%
6	5,679	5708	-29	-0.51%
City Total	34,250			

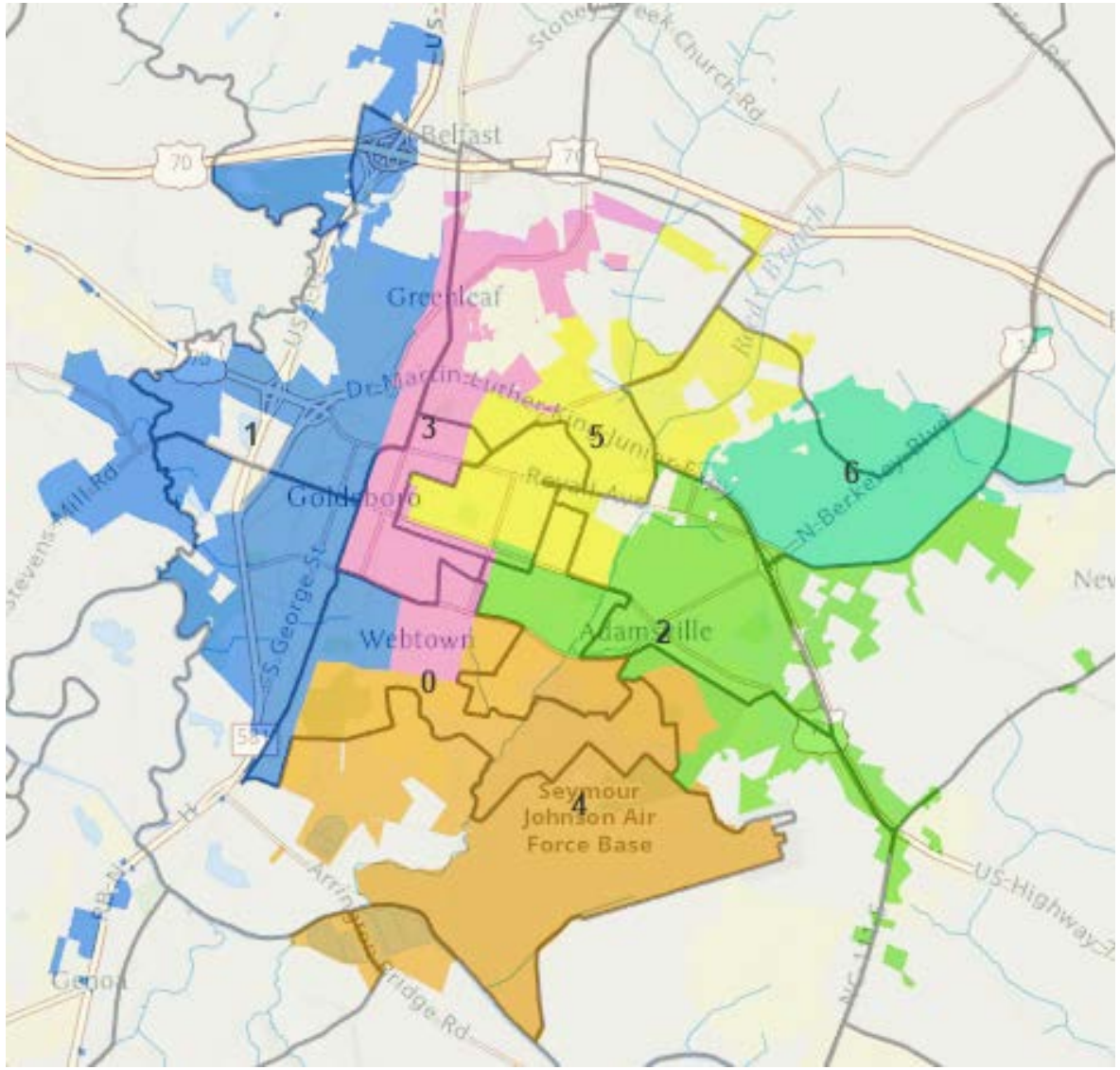
Why can’t all the districts within the 5% range be left alone?

- Goldsboro is an object lesson in why that isn’t always possible.
- Districts 3, 4, and 6 are within the plus or minus 5%.
- But they can’t all be left alone in the same plan.
- District 1 needs to gain at least 425 people to get past minus-5%. District 1 sits on the western edge of town, and touches only Districts 3 and 4. It must get those people from either District 3 or from District 4 or from both.
- So Districts 3 and 4 can’t both be left alone in the same map.
- The following three options approach this reality in three different ways.

How the three options deal with this reality:

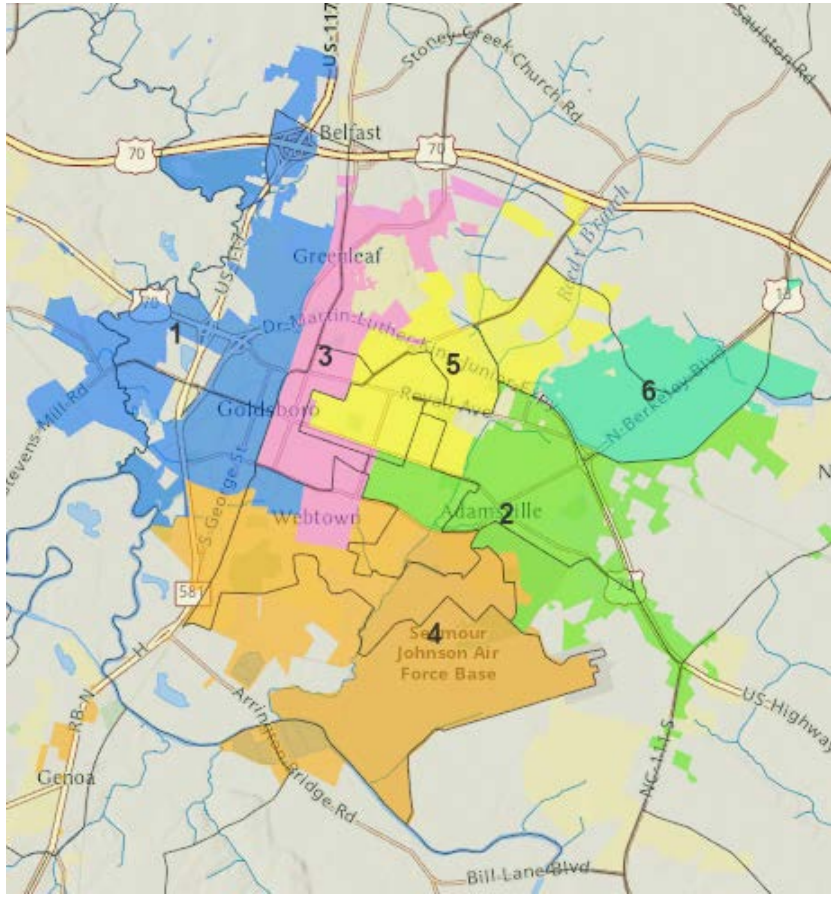
- Option A leaves District 3 untouched, but gives District 1 its needed territory by taking from District 4.
- Option B leaves District 4 untouched, but gives District 1 its needed territory by taking from District 3.
- Option C gives District 1 territory from both Districts 3 and 4, but each of those districts loses less territory than in Options A or B.
- District 6, which sits in the northeast corner of town, can be left untouched in all three options. And it is.

Goldsboro Option A

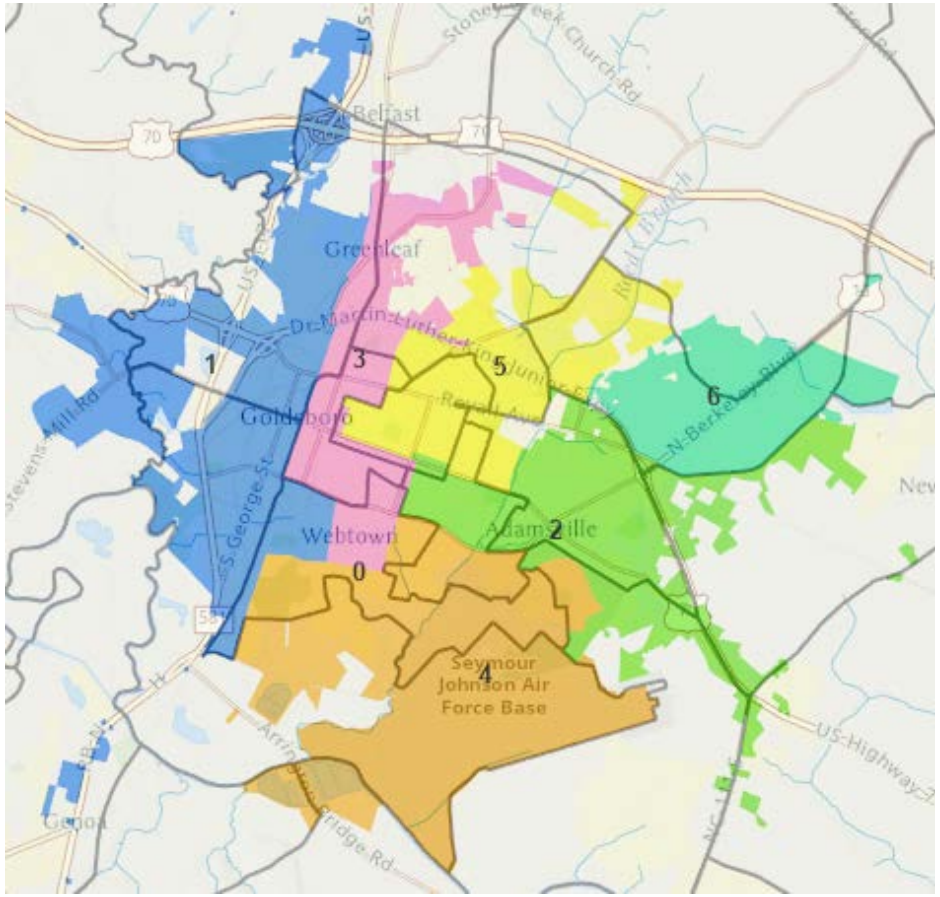


Side by side comparison with current map

Current Map



Alternative A



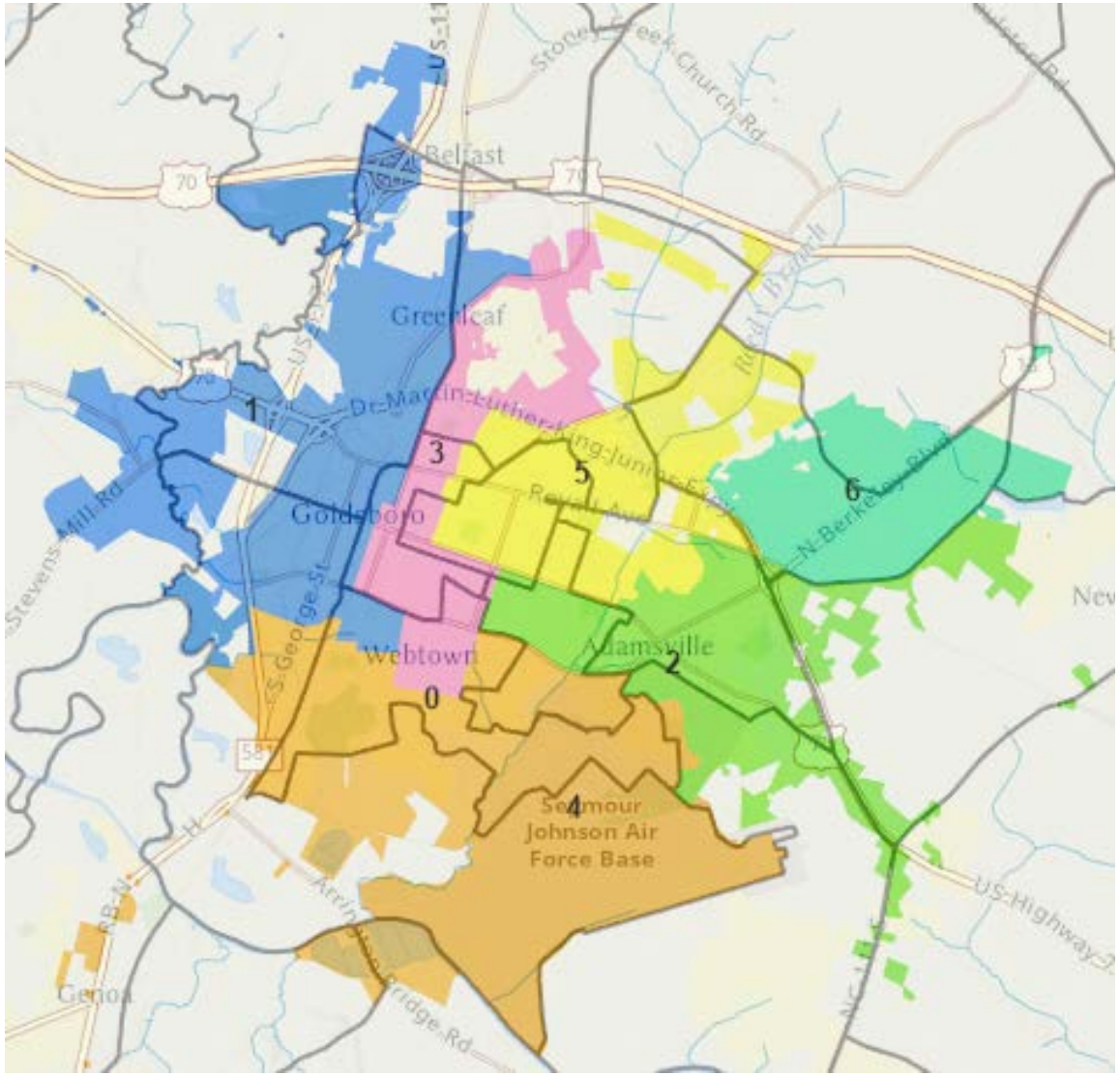
Option A – population and deviation

District Number	Corrected 2020 Total Pop	Ideal Dist Pop	Raw Number Deviation from Ideal Pop	Percent Deviation from Ideal Pop
1	5,495	5,708	-213	-3.73%
2	5.602	5,708	-106	-1.86%
3	5,669	5,708	-39	-0.68%
4	5,827	5,708	+119	+2.08%
5	5,978	5,708	+270	+4.73%
6	5,679	5,708	-29	-0.51%
City Total	34,250			

Characteristics of Alternative A

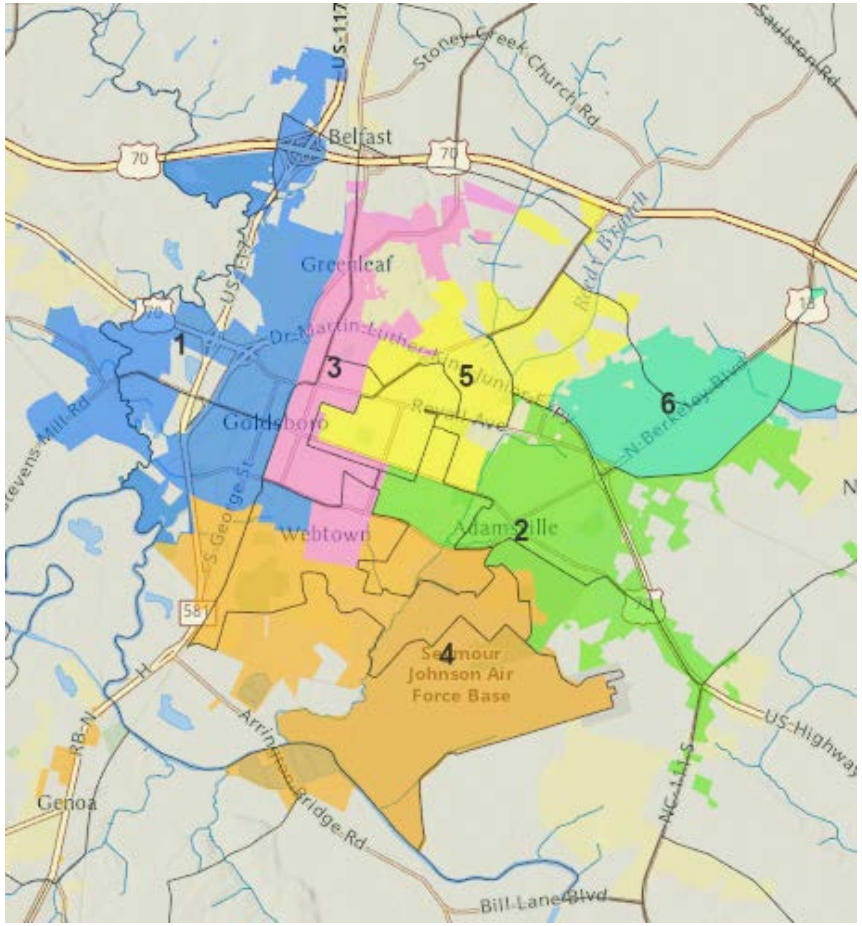
- District 3 is left untouched.
- District 1 makes up its deficit by taking territory from District 4 south of downtown.
- District 4 takes territory from District 2 in the residential part of Seymour Johnson AFB.
- District 2 takes three blocks on East Ash Street from District 5. Otherwise District 5 is unchanged.
- As in all the options, District 6 is unchanged.
- As in all the options, all incumbents are in a separate district with the same district number as now.

Goldsboro Option B

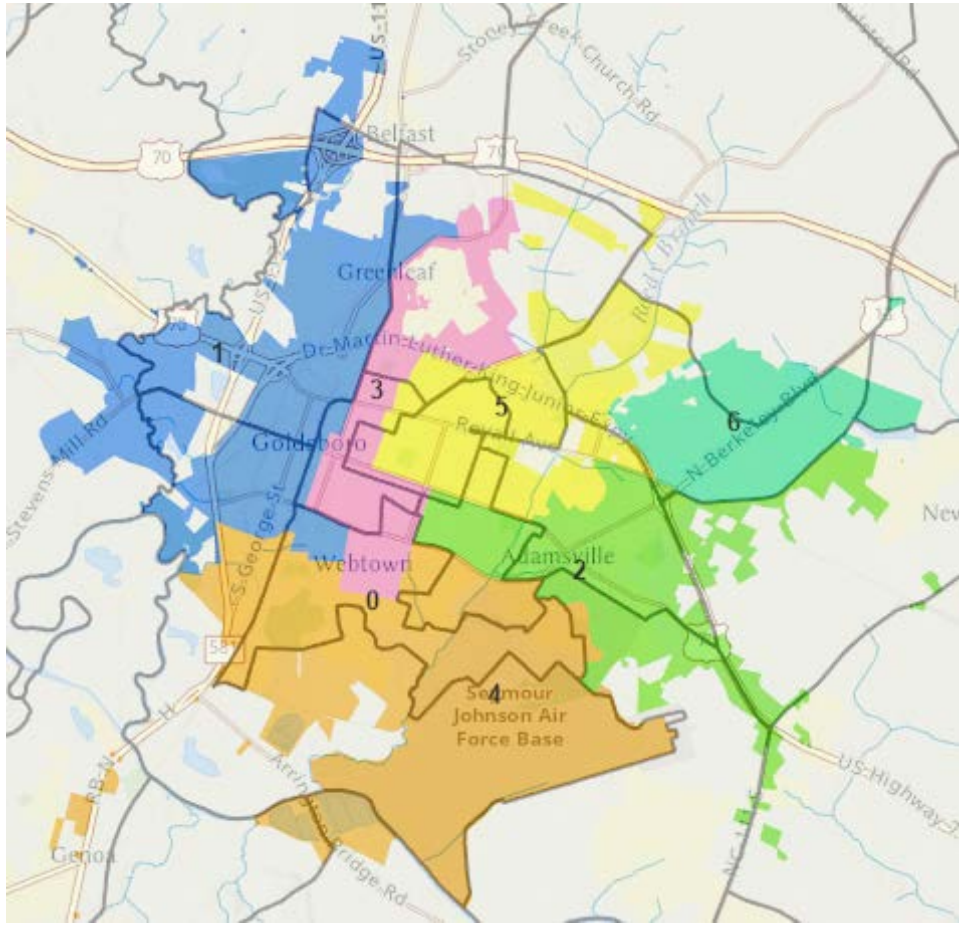


Side by side comparison with current map

Current Map



Option B



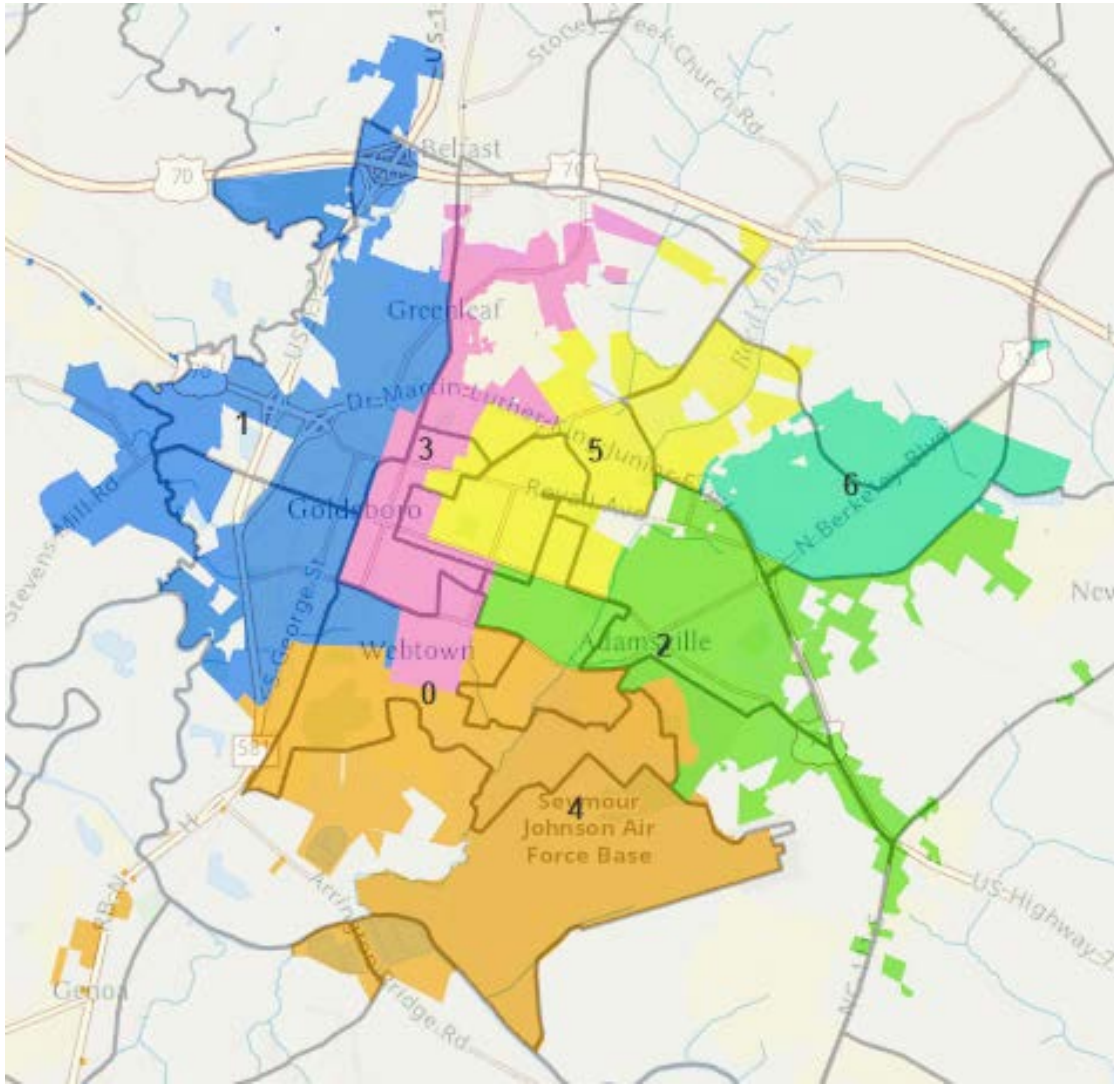
Option B population and deviation

District	2020 Total Pop	Ideal Dist Pop	Raw Number Deviation from Ideal Pop	Percent Deviation from Ideal Pop
1	5,615	5,708	-93	-1.63%
2	5,722	5,708	+14	+0.25%
3	5,932	5,708	+224	+3.92%
4	5,532	5,708	-176	-3.08%
5	5,770	5,708	+62	+1.09%
6	5,679	5,708	-29	-0.51%
City Total	34,250			

Characteristics of Alternative B

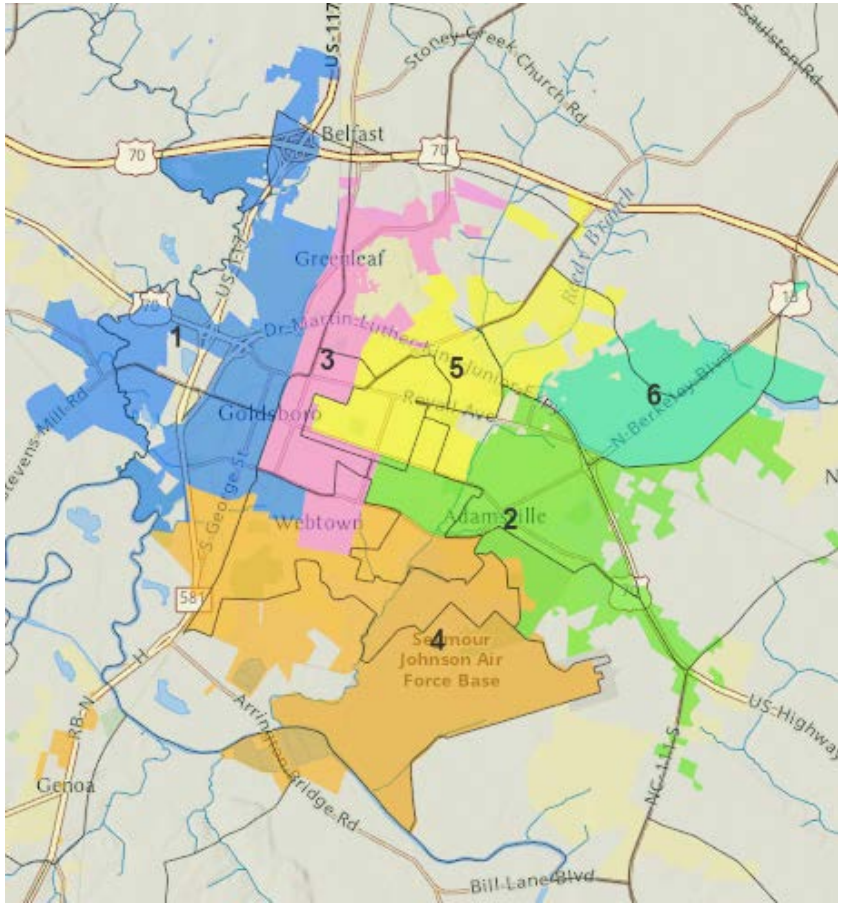
- District 4 is left untouched.
- District 1 makes up its deficit by taking territory from District 3 downtown, north of downtown, and in the Greenleaf area.
- District 3 takes territory from District 5 west of Goldsboro High School and west of Wayne Memorial Drive.
- District 5 takes territory from District 2 in the neighborhoods west of the Berkeley Mall.
- As in all the options, District 6 is unchanged.
- As in all the options, all incumbents are in a separate district with the same district number as now.

Goldsboro Option C

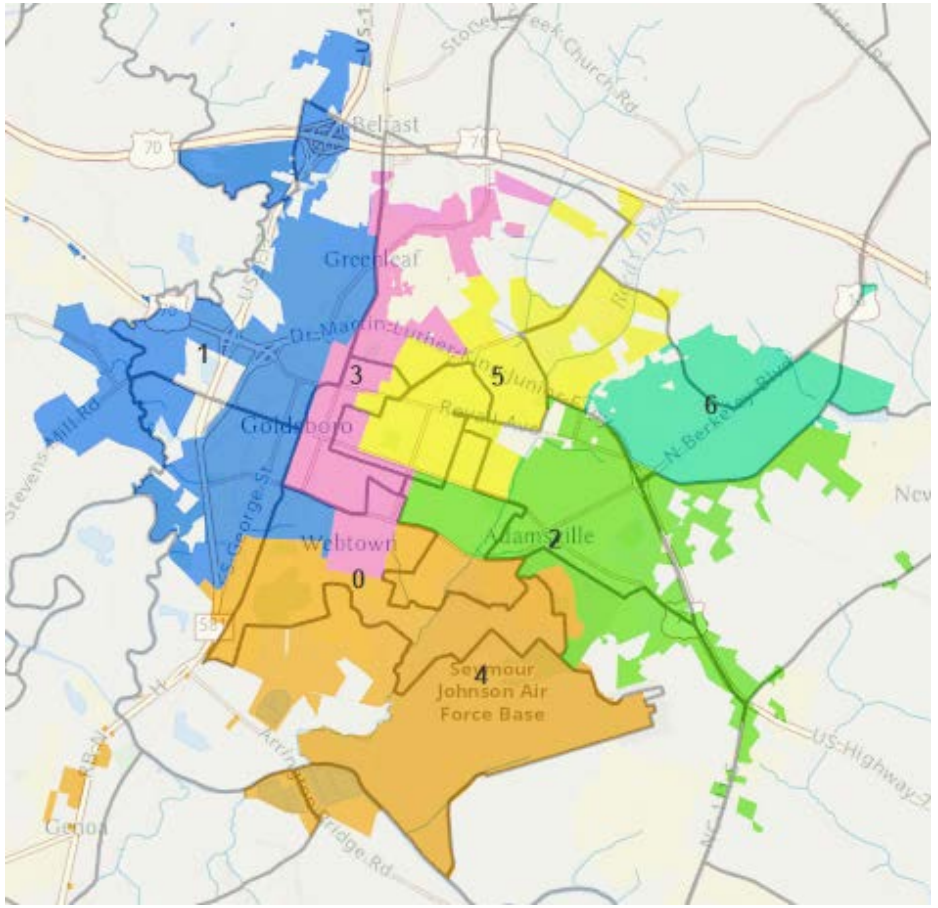


Side by side comparison with current map

Current Map



Option C



Alternative C - population and deviation

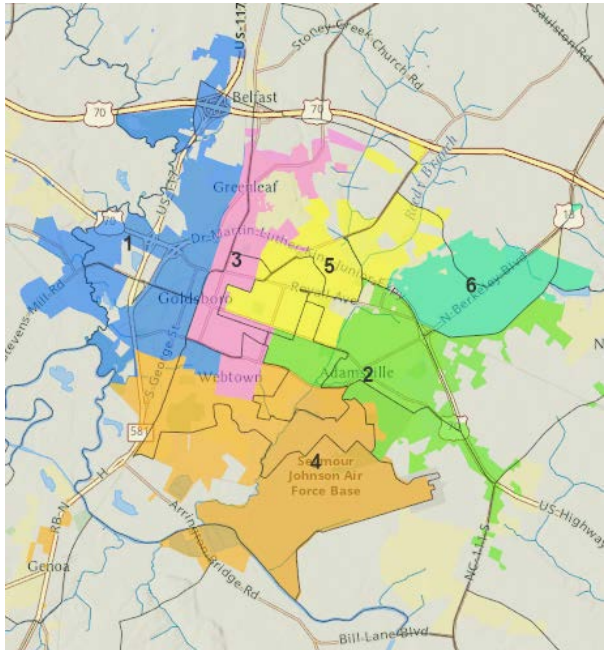
District	2020 Total Pop	Ideal Dist Pop	Raw Number Deviation from Ideal Pop	Percent Deviation from Ideal Pop
1	5,457	5,708	-251	-4.40%
2	5,930	5,708	+222	+3.89%
3	5,472	5,708	-236	-4.13%
4	5,781	5,708	+73	+1.28%
5	5,931	5,708	+223	+3.91%
6	5,679	5,708	-29	-0.51%
City Total	34,250			

Characteristics of Option C

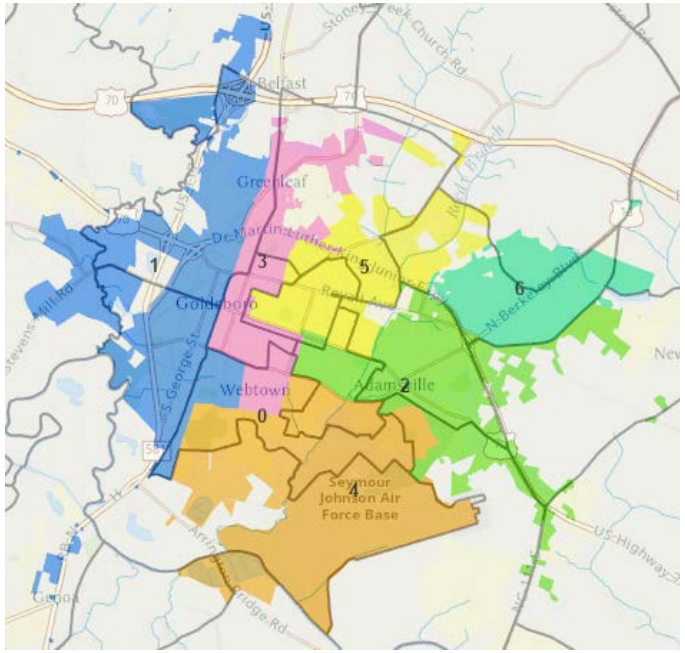
- District 1 makes up its deficit by going into both Districts 3 and 4.
- District 3 loses less of its western edge than in Option B. District 3 does not take the territory west of Wayne Memorial Drive from District 5 that it takes in Option B.
- District 4 loses less of the area south of downtown than in Option A. District 4 takes less territory in Seymour Johnson from District 2 than it does in Option A.
- District 5 is less changed than in Option B. It keeps the area on Wayne Memorial Drive it would lose in Option B and keeps the blocks along Ash Street it would lose in Option A. District 5 does not take the territory west of Berkeley Mall that it takes in Option B. The only change to District 5 is on its western border with District 3.
- District 2 loses less of Seymour Johnson than in Option A and does not gain or lose territory with District 5.
- As in all the options, District 6 is unchanged.
- As in all the options, all incumbents are in a separate district with the same district number as now.

Side by side comparison of all 4 maps

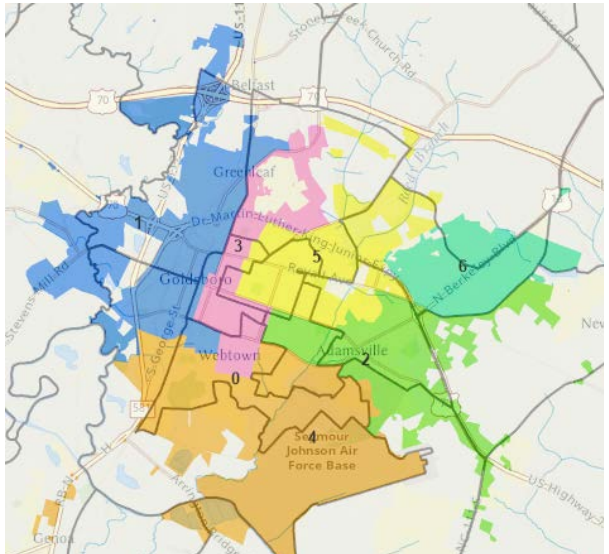
Current map



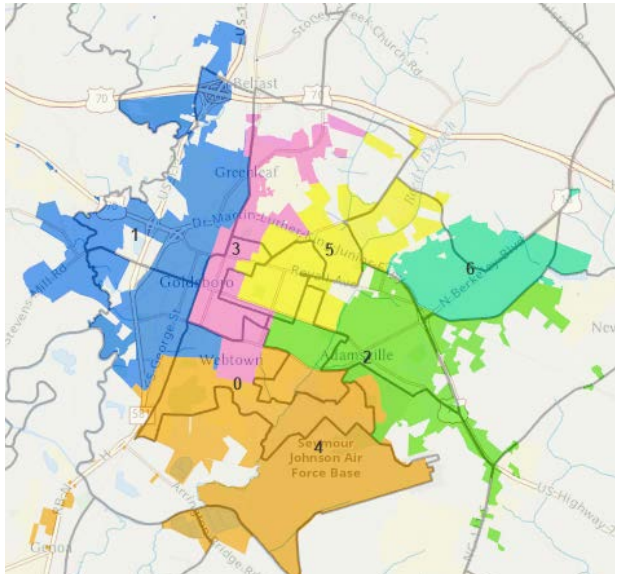
Option A



Option B



Option C



Demographic comparison for all 4 maps

Black % of Total Population

District	Current Uncorrected	Current Corrected	Option A	Option B	Option C
1	63.96	63.37	65.28	63.92	64.91
2	40.96	40.96	44.82	42.68	42.53
3	69.34	69.31	69.31	68.91	68.31
4	64.01	64.01	55.47	64.01	60.23
5	57.79	57.77	57.86	53.00	57.90
6	42.10	42.10	42.10	42.10	42.10

Black % of Voting Age Population

District	Current Uncorrected	Current Corrected	Option A	Option B	Option C
1	60.17	60.00	62.12	61.11	62.21
2	39.93	39.93	42.68	41.83	41.06
3	66.42	66.39	66.39	65.46	64.96
4	63.22	63.22	56.04	63.22	60.08
5	54.39	54.38	54.43	49.66	54.32
6	41.10	41.10	41.10	41.10	41.10

White % of Total Population

District	Current Uncorrected	Current Corrected	Option A	Option B	Option C
1	29.69	30.51	28.41	29.47	28.42
2	45.72	45.72	42.65	43.60	44.54
3	22.92	22.88	22.88	23.42	24.21
4	26.48	26.48	33.71	26.48	29.63
5	32.82	32.90	32.79	37.56	32.73
6	45.04	45.04	45.04	45.04	45.04

White % of Voting Age Population

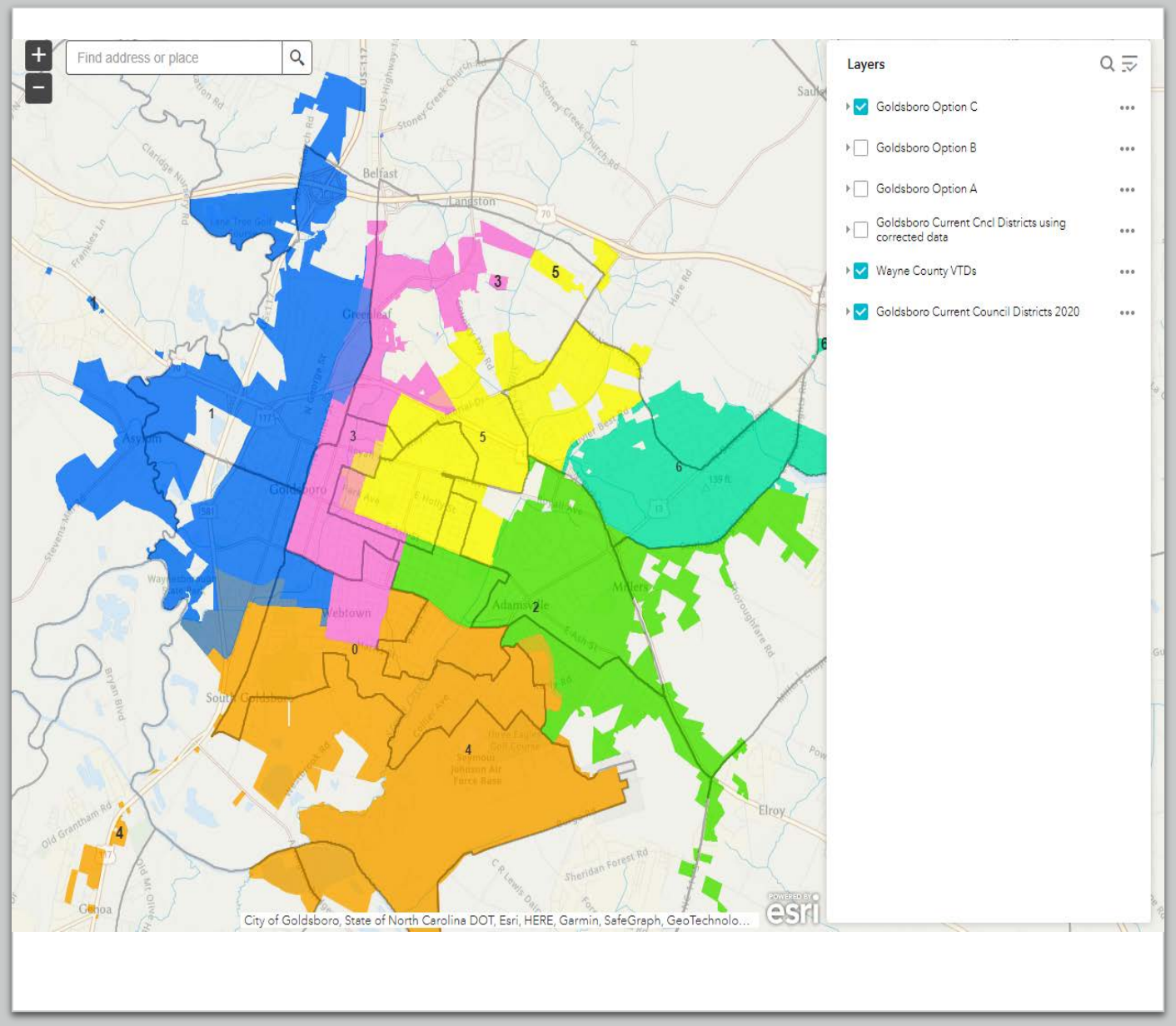
District	Current Uncorrected	Current Corrected	Option A	Option B	Option C
1	33.56	33.99	31.84	32.77	31.61
2	48.21	48.21	46.14	46.03	47.47
3	26.35	26.32	26.32	26.89	27.98
4	27.51	27.51	33.50	27.51	29.96
5	36.78	36.84	36.76	41.58	36.78
6	47.22	47.22	47.22	47.22	47.22

Next Steps

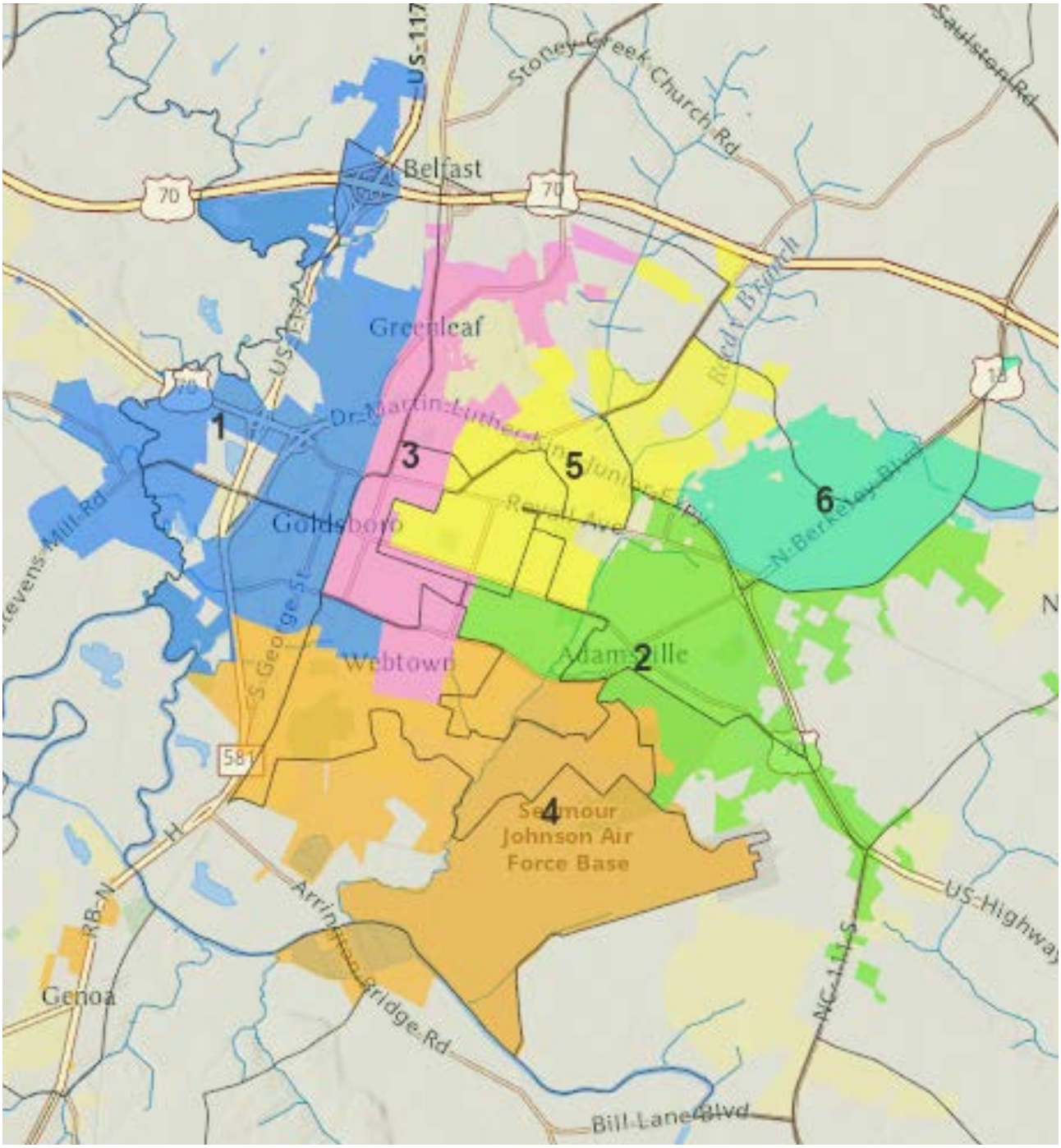
- Discuss alternative maps
- Public hearing on some or all plans
- Vote on selected plan and adopt resolution
- We will export final plan to Board of Elections

Interactive Map

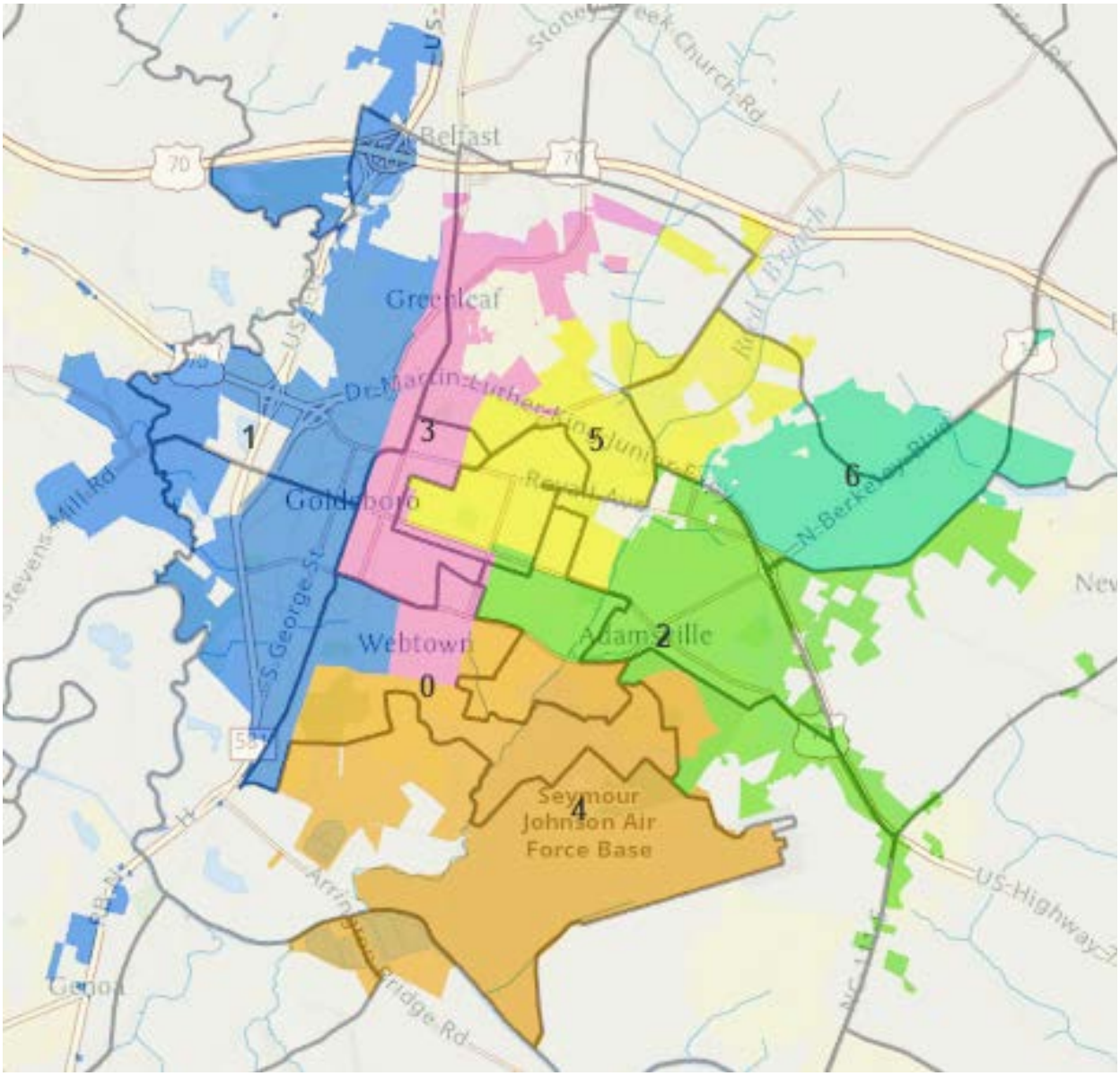
- https://mapfigurenc.maps.arcgis.com/apps/webappviewer/index.html?id=75d5abcdeeb9471fa2f4452124d04540



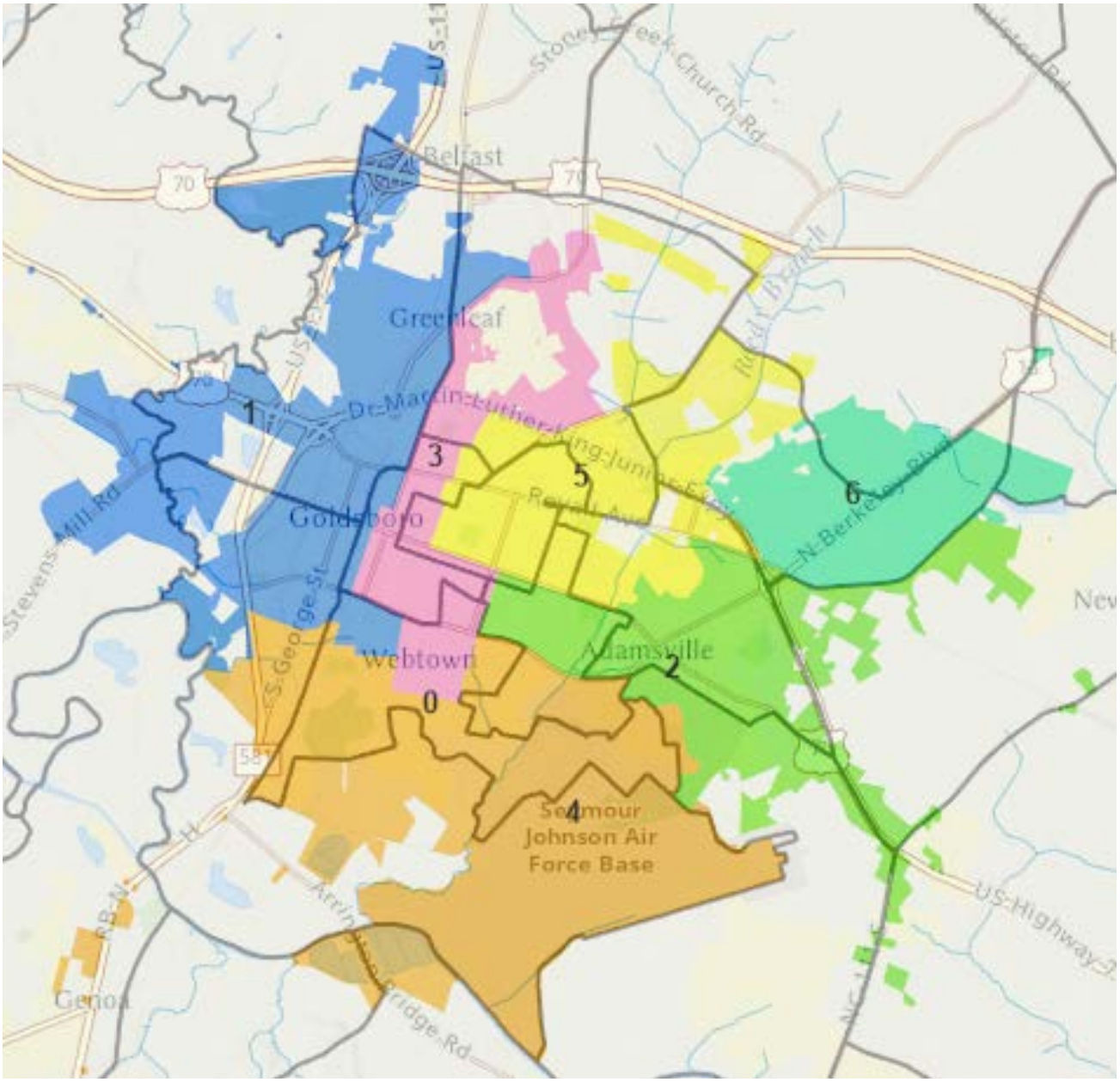
Questions/Discussion



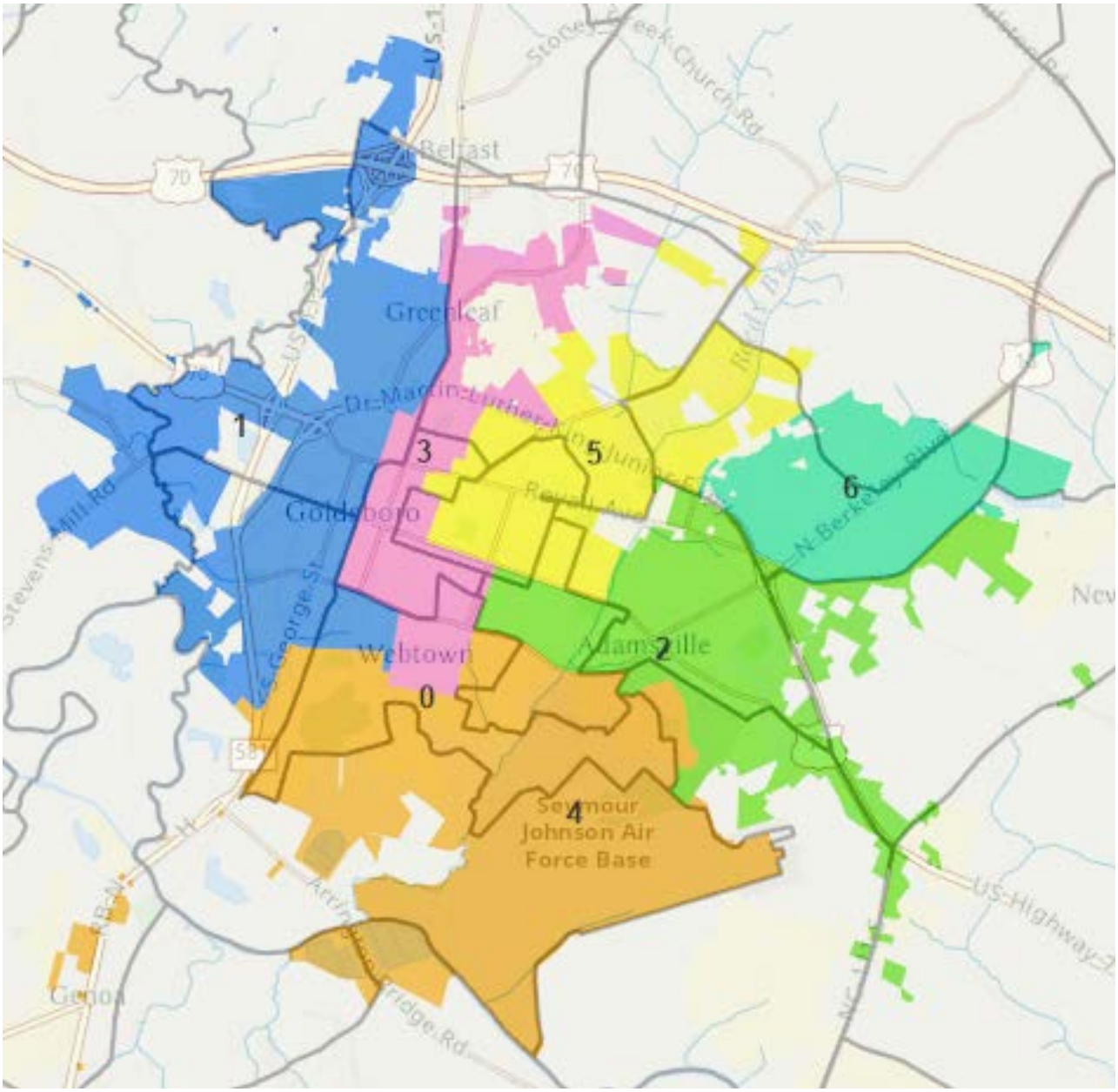
Goldsboro City Council Current Districts



Goldsboro Option A



Goldsboro Option B



Goldsboro Option C

Goldsboro City Council Current Districts Uncorrected -- Total Population 2020

District	TOTAL	Deviation #	% Dev	WHITE	WHITE %	BLACK	BLACK %	AIAN	AIAN %	ASIAN	ASIAN %	HPI	HPI %	OTHER	OTHER %	MLTMN	MLTMN %	TOTALHISP	TOTALHISP %	TOTALNH	TOTALNH %
1	4,406	-1204	-21.46	1308	29.69	2818	63.96	63	1.43	30	0.68	3	0.07	136	3.09	48	1.09	213	4.83	4193	95.17
2	6,347	737	13.14	2902	45.72	2600	40.96	86	1.35	247	3.89	9	0.14	377	5.94	126	1.99	620	9.77	5727	90.23
3	5,669	35	0.62	1294	22.92	3914	69.34	30	0.53	91	1.61	1	0.02	229	4.06	86	1.52	296	5.24	5349	94.76
4	5,532	-78	-1.39	1465	26.48	3541	64.01	60	1.08	136	2.46	9	0.16	228	4.12	93	1.68	500	9.04	5032	90.96
5	6,024	438	7.81	1985	32.82	3495	57.79	43	0.71	163	2.70	9	0.15	275	4.55	78	1.29	357	5.90	5691	94.10
6	5,679	69	1.23	2558	45.04	2391	42.10	67	1.18	298	5.25	9	0.16	264	4.65	92	1.62	397	6.99	5282	93.01
	33657																				

Goldsboro City Council Current Districts Uncorrected -- Voting Age Population 2020

District	TOTAL18	WHITE18	WHITE18 %	BLACK18	BLACK18 %	AIAN18	AIAN18 %	ASIAN18	ASIAN18 %	HPI18	HPI18 %	OTHER18	OTHER18 %	MLTMN18	MLTMN18 %	HISP18	HISP18 %	NONHISP18	NONHISP18 %
1	3540	1188	33.56	2130	60.17	54	1.53	27	0.76	1	0.03	116	3.28	24	0.68	156	4.41	3384	95.59
2	4819	2323	48.21	1924	39.93	44	0.91	199	4.13	9	0.19	249	5.17	71	1.47	375	7.78	4444	92.22
3	4360	1149	26.35	2896	66.42	20	0.46	66	1.51	0	0.00	167	3.83	62	1.42	192	4.40	4168	95.60
4	4187	1152	27.51	2647	63.22	37	0.88	112	2.67	8	0.19	158	3.77	73	1.74	355	8.48	3832	91.52
5	4813	1770	36.78	2618	54.39	32	0.66	124	2.58	9	0.19	207	4.30	53	1.10	266	5.53	4547	94.47
6	4608	2176	47.22	1894	41.10	53	1.15	238	5.16	6	0.13	183	3.97	58	1.26	251	5.45	4357	94.55

Goldsboro City Council Current Districts Corrected -- Total Population 2020

District	TOTAL	Deviation #	% Dev	WHITE	WHITE %	BLACK	BLACK %	AIAN	AIAN %	ASIAN	ASIAN %	HPI	HPI %	OTHER	OTHER %	MLTMN	MLTMN %	TOTALHISP	TOTALHISP %	TOTALNH	TOTALNH %
1	4,999	-709	-12.42%	1525	30.51	3168	63.37	70	1.40	30	0.6	3	0.06	155	3.10	48	0.96	234	4.68	4765	95.32
2	6,347	639	11.19%	2902	45.72	2600	40.96	86	1.35	247	3.89	9	0.14	377	5.94	126	1.99	620	9.77	5727	90.23
3	5,669	-39	-0.68%	1297	22.88	3929	69.31	30	0.53	91	1.61	1	0.02	231	4.07	90	1.59	303	5.34	5366	94.66
4	5,532	-176	-3.08%	1465	26.48	3541	64.01	60	1.08	136	2.46	9	0.16	228	4.12	93	1.68	500	9.04	5032	90.96
5	6,024	316	5.54%	1982	32.90	3480	57.77	43	0.71	163	2.71	9	0.15	273	4.53	74	1.23	350	5.81	5674	94.19
6	5,679	-29	-0.51%	2558	45.04	2391	42.10	67	1.18	298	5.25	9	0.16	264	4.65	92	1.62	397	6.99	5282	93.01
	34250																				

Goldsboro City Council Current Districts Corrected -- Voting Age Population 2020

District	TOTAL18	WHITE18	WHITE18 %	BLACK18	BLACK18 %	AIAN18	AIAN18 %	ASIAN18	ASIAN18 %	HPI18	HPI18 %	OTHER18	OTHER18 %	MLTMN18	MLTMN18 %	HISP18	HISP18 %	NONHISP18	NONHISP18 %
1		1405	33.99	2480	60.00	61	1.48	27	0.65	1	0.02	135	3.27	24	0.58	177	4.28	3956	95.72
2		2323	48.21	1924	39.93	44	0.91	199	4.13	9	0.19	249	5.17	71	1.47	375	7.78	4444	92.22
3		1152	26.32	2906	66.39	20	0.46	66	1.51	0	0.00	167	3.82	66	1.51	195	4.46	4182	95.54
4		1152	27.51	2647	63.22	37	0.88	112	2.67	8	0.19	158	3.77	73	1.74	355	8.48	3832	91.52
5		1767	36.84	2608	54.38	32	0.67	124	2.59	9	0.19	207	4.32	49	1.02	263	5.48	4533	94.52
6		2176	47.22	1894	41.10	53	1.15	238	5.16	6	0.13	183	3.97	58	1.26	251	5.45	4357	94.55

Goldsboro City Council Option A -- Total Population 2020

District	TOTAL	Deviation #	% Dev	WHITE	WHITE %	BLACK	BLACK %	AIAN	AIAN %	ASIAN	ASIAN %	HPI	HPI %	OTHER	OTHER %	MLTMN	MLTMN %	TOTALHISP	TOTALHISP %	TOTALNH	TOTALNH %
1	5495	-213	-3.73%	1561	28.41	3587	65.28	71	1.29	36	0.66	4	0.07	179	3.26	57	1.04	263	4.79	5232	95.21
2	5602	-106	-1.86%	2389	42.65	2511	44.82	71	1.27	198	3.53	8	0.14	315	5.62	110	1.96	476	8.50	5126	91.50
3	5669	-39	-0.68%	1297	22.88	3929	69.31	30	0.53	91	1.61	1	0.02	231	4.07	90	1.59	303	5.34	5366	94.66
4	5827	119	2.08%	1964	33.71	3232	55.47	76	1.30	179	3.07	9	0.15	267	4.58	100	1.72	616	10.57	5211	89.43
5	5978	270	4.73%	1960	32.79	3459	57.86	41	0.69	163	2.73	9	0.15	272	4.55	74	1.24	349	5.84	5629	94.16
6	5679	-29	-0.51%	2558	45.04	2391	42.10	67	1.18	298	5.25	9	0.16	264	4.65	92	1.62	397	6.99	5282	93.01
	34250																				

Goldsboro City Council Option A -- Voting Age Population 2020

District	TOTAL18	WHITE18	WHITE18 %	BLACK18	BLACK18 %	AIAN18	AIAN18 %	ASIAN18	ASIAN18 %	HPI18	HPI18 %	OTHER18	OTHER18 %	MLTMN18	MLTMN18 %	HISP18	HISP18 %	NONHISP18	NONHISP18 %
1	4522	1440	31.84	2809	62.12	61	1.35	31	0.69	2	0.04	151	3.34	28	0.62	197	4.36	4325	95.64
2	4419	2039	46.14	1886	42.68	34	0.77	177	4.01	8	0.18	211	4.77	64	1.45	305	6.9	4114	93.1
3	4377	1152	26.32	2906	66.39	20	0.46	66	1.51	0	0.00	167	3.82	66	1.51	195	4.46	4182	95.54
4	4236	1419	33.50	2374	56.04	48	1.13	130	3.07	8	0.19	181	4.27	76	1.79	406	9.58	3830	90.42
5	4758	1749	36.76	2590	54.43	31	0.65	124	2.61	9	0.19	206	4.33	49	1.03	262	5.51	4496	94.49
6	4608	2176	47.22	1894	41.10	53	1.15	238	5.16	6	0.13	183	3.97	58	1.26	251	5.45	4357	94.55

Goldsboro City Council Option B -- Total Population 2020

District	TOTAL	Deviation #	% Dev	WHITE	WHITE %	BLACK	BLACK %	AIAN	AIAN %	ASIAN	ASIAN %	HPI	HPI %	OTHER	OTHER %	MLTMN	MLTMN %	TOTALHISP	TOTALHISP %	TOTALNH	TOTALNH %
1	5615	-93	-1.63%	1655	29.47	3589	63.92	74	1.32	44	0.78	4	0.07	183	3.26	66	1.18	263	4.68	5352	95.32
2	5722	14	0.25%	2495	43.60	2442	42.68	79	1.38	220	3.84	9	0.16	358	6.26	119	2.08	596	10.42	5126	89.58
3	5932	224	3.92%	1389	23.42	4088	68.91	32	0.54	95	1.60	1	0.02	243	4.10	84	1.42	349	5.88	5583	94.12
4	5532	-176	-3.08%	1465	26.48	3541	64.01	60	1.08	136	2.46	9	0.16	228	4.12	93	1.68	500	9.04	5032	90.96
5	5770	62	1.09%	2167	37.56	3058	53.00	44	0.76	172	2.98	8	0.14	252	4.37	69	1.20	299	5.18	5471	94.82
6	5679	-29	-0.51%	2558	45.04	2391	42.10	67	1.18	298	5.25	9	0.16	264	4.65	92	1.62	397	6.99	5282	93.01
	34250																				

Goldsboro City Council Option B -- Voting Age Population 2020

District	TOTAL18	WHITE18	WHITE18 %	BLACK18	BLACK18 %	AIAN18	AIAN18 %	ASIAN18	ASIAN18 %	HPI18	HPI18 %	OTHER18	OTHER18 %	MLTMN18	MLTMN18 %	HISP18	HISP18 %	NONHISP18	NONHISP18 %
1	4639	1520	32.77	2835	61.11	64	1.38	30	0.65	1	0.02	152	3.28	37	0.80	187	4.03	4452	95.97
2	4310	1984	46.03	1803	41.83	42	0.97	172	3.99	9	0.21	235	5.45	65	1.51	359	8.33	3951	91.67
3	4575	1230	26.89	2995	65.46	20	0.44	78	1.70	1	0.02	186	4.07	65	1.42	250	5.46	4325	94.54
4	4187	1152	27.51	2647	63.22	37	0.88	112	2.67	8	0.19	158	3.77	73	1.74	355	8.48	3832	91.52
5	4601	1913	41.58	2285	49.66	31	0.67	136	2.96	8	0.17	185	4.02	43	0.93	214	4.65	4387	95.35
6	4608	2176	47.22	1894	41.10	53	1.15	238	5.16	6	0.13	183	3.97	58	1.26	251	5.45	4357	94.55

Goldsboro City Council Option C -- Total Population 2020

District	TOTAL	Deviation #	% Dev	WHITE	WHITE %	BLACK	BLACK %	AIAN	AIAN %	ASIAN	ASIAN %	HPI	HPI %	OTHER	OTHER %	MLTMN	MLTMN %	TOTALHISP	TOTALHISP %	TOTALNH	TOTALNH %
1	5457	-251	-4.40%	1551	28.42	3542	64.91	73	1.34	36	0.66	3	0.05	193	3.54	59	1.08	264	4.84	5193	95.16
2	5930	222	3.89%	2641	44.54	2522	42.53	78	1.32	223	3.76	9	0.15	342	5.77	115	1.94	555	9.36	5375	90.64
3	5472	-236	-4.13%	1325	24.21	3738	68.31	28	0.51	94	1.72	1	0.02	200	3.65	86	1.57	278	5.08	5194	94.92
4	5781	73	1.28%	1713	29.63	3482	60.23	67	1.16	158	2.73	9	0.16	252	4.36	100	1.73	554	9.58	5227	90.42
5	5931	223	3.91%	1941	32.73	3434	57.90	43	0.73	156	2.63	9	0.15	277	4.67	71	1.20	356	6.00	5575	94.00
6	5679	-29	-0.51%	2558	45.04	2391	42.10	67	1.18	298	5.25	9	0.16	264	4.65	92	1.62	397	6.99	5282	93.01
	34250																				

Goldsboro City Council Option C -- Voting Age Population 2020

District	TOTAL1	WHITE18	WHITE18 %	BLACK18	BLACK18 %	AIAN18	AIAN18 %	ASIAN18	ASIAN18 %	HPI18	HPI18 %	OTHER18	OTHER18 %	MLTMN18	MLTMN18 %	HISP18	HISP18 %	NONHISP18	NONHISP18 %
1	4517	1428	31.61	2810	62.21	62	1.37	29	0.64	1	0.02	157	3.48	30	0.66	191	4.23	4326	95.77
2	4586	2177	47.47	1883	41.06	38	0.83	184	4.01	9	0.2	229	4.99	66	1.44	346	7.54	4240	92.46
3	4224	1182	27.98	2744	64.96	19	0.45	71	1.68	0	0.00	144	3.41	64	1.52	182	4.31	4042	95.69
4	4289	1285	29.96	2577	60.08	43	1.00	126	2.94	8	0.19	173	4.03	77	1.80	378	8.81	3911	91.19
5	4696	1727	36.78	2551	54.32	32	0.68	118	2.51	9	0.19	213	4.54	46	0.98	268	5.71	4428	94.29
6	4608	2176	47.22	1894	41.10	53	1.15	238	5.16	6	0.13	183	3.97	58	1.26	251	5.45	4357	94.55

AIAN means American Indian/Alaska Native
HPI means Hawaiian/Pacific Islander
MLTMN is a multi racial category
HISP and NONHISP or NH mean Hispanic and Non-Hispanic

Item E

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: **PUBLIC HEARING**
Z-1-22 Angelita Morrisroe – East of N. William Street between Wilson St. and E. US 70 Hwy. service road and within the corporate City limits.

BACKGROUND: The applicant is requesting a change of zone from Residential (R6) to General Business (GB) for two (2) private lots which are of continuous frontage and under single ownership within the Residential (R6) zoning district.

If approved, the owner will be required to recombine the lots into one for commercial development purposes meeting the requirements of the General Business (GB) zoning district.

Frontage: 92 ft. (Wilson St.)

90 ft. (E. Hwy. 70 SR)

Area: 18,030 sq. ft. or 0.41 acres

SURROUNDING ZONING:

North: Residential (R-6)

East: Residential (R-6)

West: General Business (GBCZ)

Existing Use: One of the two private lots is currently vacant. The other lot is occupied by a single-family dwelling.

Land Use Plan Recommendation: The City's Land Use Plan recommends High-Density Residential development for the property.

DISCUSSION: Engineering: City water and sewer are available to serve the property. The subject property is not located in a Special Flood Hazard Area. Grading and drainage plans may be required.

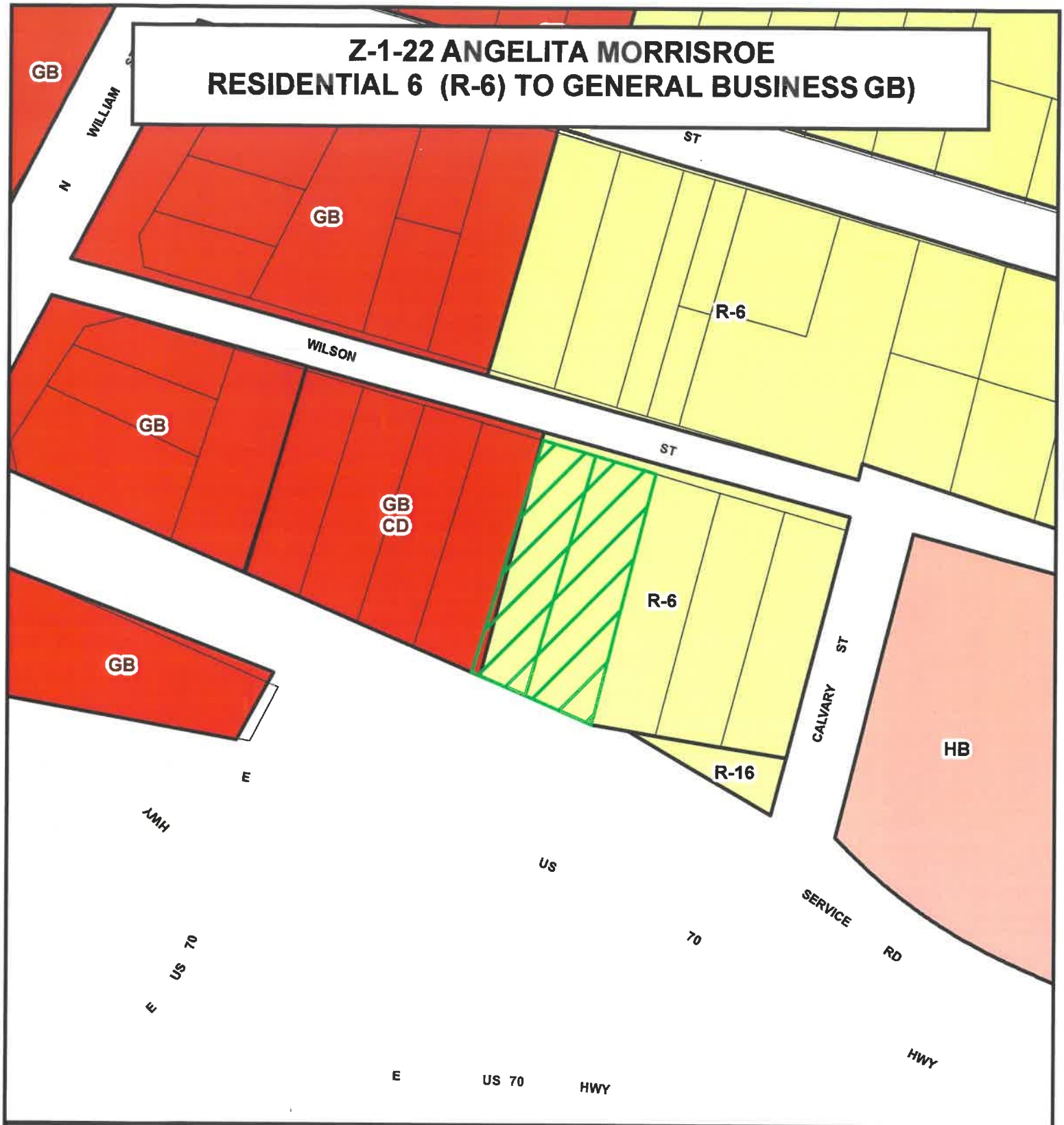
RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on April 4, 2022.

Date: 3/15/22

Kenny Talton, Planning Director

Date: 3/15/22

Tim Salmon, City Manager



REZONING REQUEST:

CASE NO:	Z-1-2022
OWNER:	ANGELITA MORRISROE
APPLICANT:	ANGELITA MORRISROE
REQUEST:	FROM R-6 TO GB
LOCATION:	WILSON ST.
PIN #:	3519102564

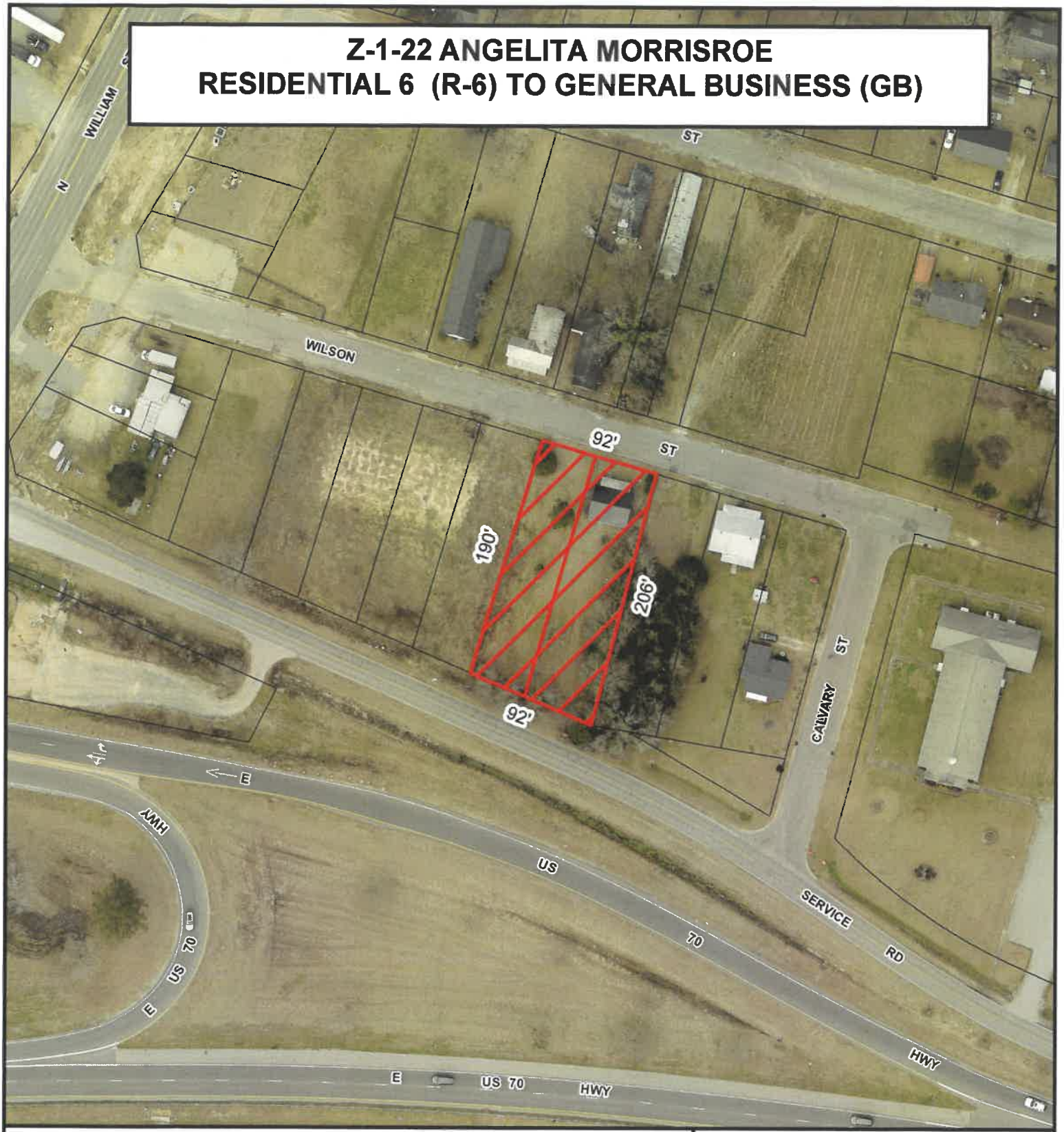
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GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Z-1-22 ANGELITA MORRISROE
RESIDENTIAL 6 (R-6) TO GENERAL BUSINESS (GB)



REZONING REQUEST:

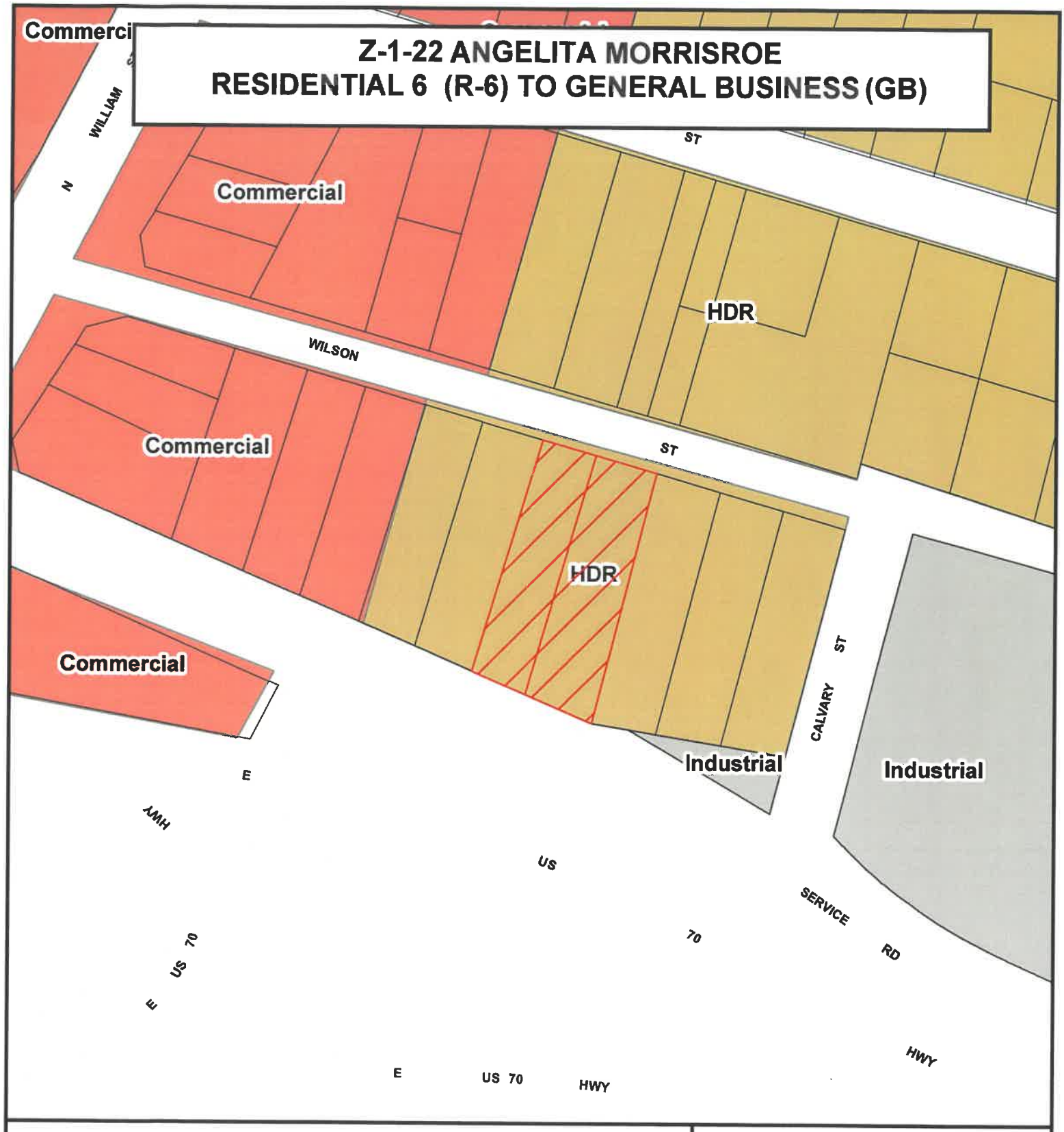
CASE NO:	Z-1-2022
OWNER:	ANGELITA MORRISROE
APPLICANT:	ANGELITA MORRISROE
REQUEST:	FROM R-6 TO GB
LOCATION:	WILSON ST.
PIN #:	3519102564

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GOLDSBORO
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North Carolina

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REZONING REQUEST:

CASE NO:	Z-1-2022
OWNER:	ANGELITA MORRISROE
APPLICANT:	ANGELITA MORRISROE
REQUEST:	FROM R-16 TO GB
LOCATION:	WILSON ST.
PIN #:	3519102564

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GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Item F

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: **PUBLIC HEARING**
Z-2-22 Eastern Hill, Inc. – South side of E. Elm Street between Crawford St. and Beale St. and within the corporate City limits

BACKGROUND: The applicant is requesting a change of zone from Residential (R6) to General Business (GB) for three (3) private lots which are of continuous frontage and under single ownership within the Residential (R6) zoning district.

If approved, the owner will be required to recombine the lots into one for commercial development purposes meeting the requirements of the General Business (GB) zoning district.

In addition, a variance will be required for one of the three lots consisting of an existing non-conforming commercial building which does not meet the required front setback of 20ft. along E. Elm, Crawford and Hugh St.

Frontage: 159.4 ft. (E. Elm St.), 97.3 ft. (Crawford St.) and 146.3 ft. (Hugh St.)

Area: 14,385 sq. ft. or 0.33 acres

SURROUNDING ZONING:

North: General Business (GB)

South: Residential (R-6)

East: Residential (R-6)

West: General Business (GB)

Existing Use: Two of the three lots fronting E. Elm St. are vacant. The third lot at the corner of E. Elm and Crawford consists of an existing non-conforming, one-story brick-veneer and concrete block commercial building of approximately 1,782 sq. ft.

Land Use Plan Recommendation: The City's Land Use Plan recommends High-Density Residential development for the property.

DISCUSSION: The applicant intends to rehabilitate the existing commercial building for business and professional services.

Engineering: City water and sewer are available to serve the property. The subject property is not located in a Special Flood Hazard Area. Grading and drainage plans may be required.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on April 4, 2022.

Date: 3/15/22

Kenny Talton, Planning Director

Date: 3/15/22

Tim Salmon, City Manager

Z-2-22 EASTERN HILL INC.
RESIDENTIAL 6 (R-6) TO GENERAL BUSINESS (GB)



REZONING REQUEST:

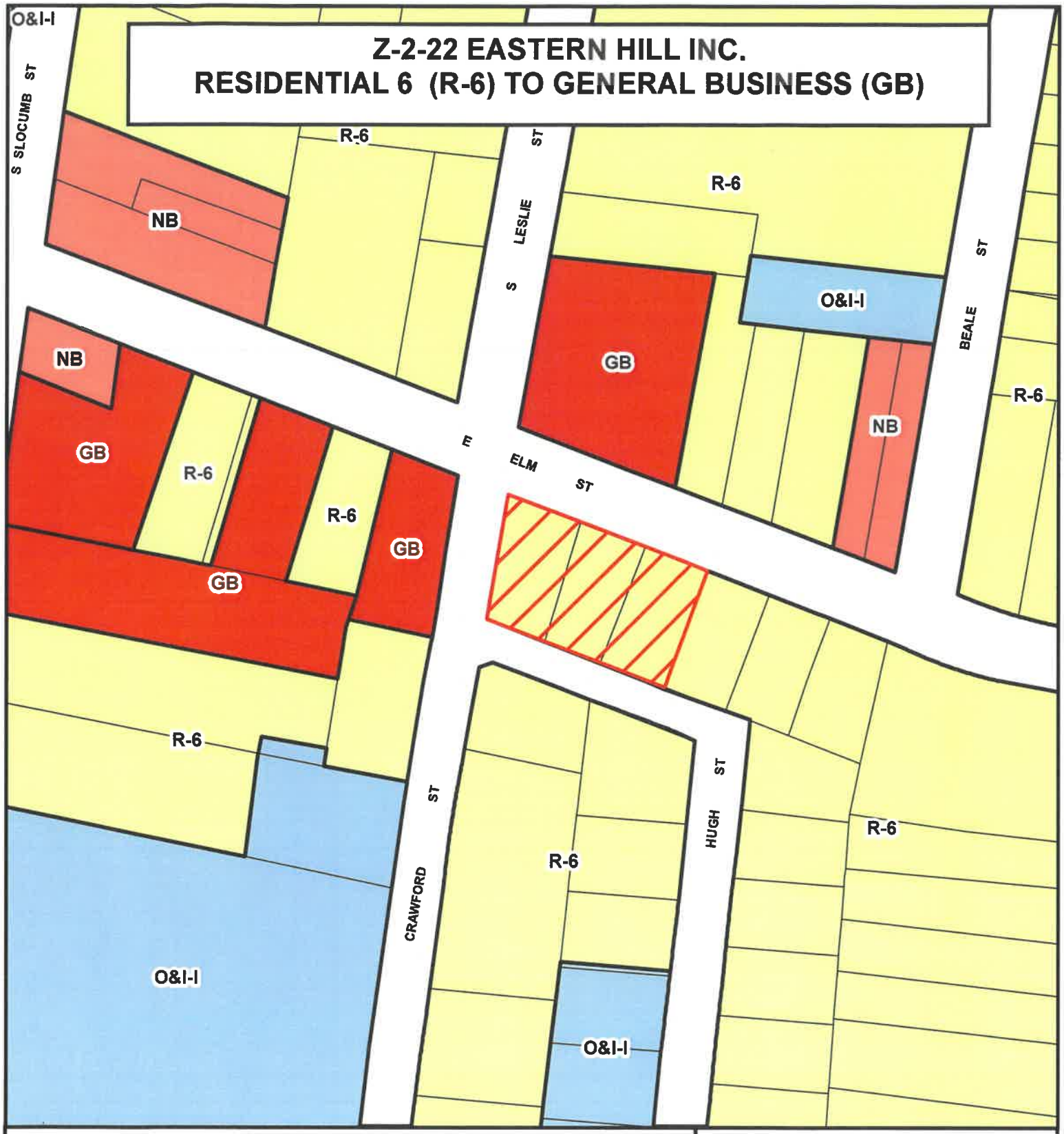
CASE NO:	Z-2-2022
OWNER:	EASTERN HILL INC
APPLICANT:	MATHEW HILL
REQUEST:	FROM R-6 TO GB
LOCATION:	700 & 702 E ELM ST
PIN #:	3509124558, 3509125506 & 3509125544

0 50 100 200 Feet

N W E S

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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REZONING REQUEST:

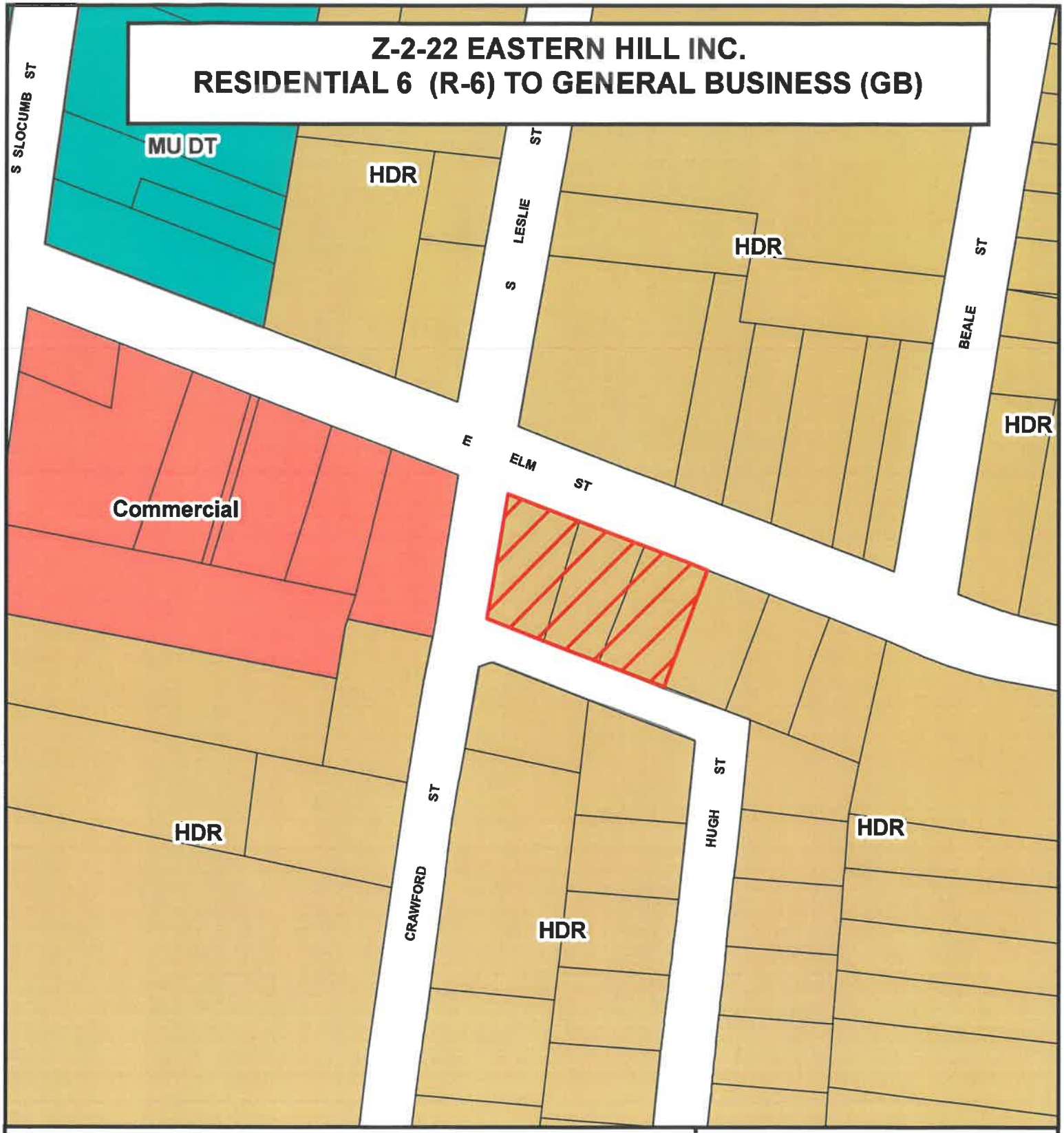
CASE NO:	Z-2-2022
OWNER:	EASTERN HILL INC
APPLICANT:	MATHEW HILL
REQUEST:	FROM R-6 TO GB
LOCATION:	700 & 702 E ELM ST
PIN #:	3509124558, 3509125506 & 3509125544

0 50 100 200 Feet

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Z-2-22 EASTERN HILL INC.
RESIDENTIAL 6 (R-6) TO GENERAL BUSINESS (GB)



REZONING REQUEST:

CASE NO:	Z-2-2022
OWNER:	EASTERN HILL INC
APPLICANT:	MATHEW HILL
REQUEST:	FROM R-6 TO GB
LOCATION:	700 & 702 E ELM ST
PIN #:	3509124558, 3509125506 & 3509125544

0 50 100 200 Feet

N W E S

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Item G

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: **PUBLIC HEARING**
Z-3-22 RBV Investments, LLC. – North side of E. US 70 Hwy. between Corbett St. and N. Oak Forest Dr. and located in the corporate City limits.

BACKGROUND: The applicant is requesting a change of zone for the subject property from Residential Single-Family Conditional Zoning (R-9SFCZ) to Residential Conditional Zoning (R-9CZ) limiting the property to a townhome development complex consisting of one-hundred and seven (107) units.

According to the City's UDO, the proposed development shall meet the Multi-Family and Townhome development design standards of the R-9 zoning district.

Frontage: ±400 ft. (Corbett St.)

Area: 599,385 sq. ft. or 13.7 acres

SURROUNDING ZONING:

North:	Office and Institutional (O &I-1)
South:	Residential (R-16/R-12SF), Office and Institutional (O &I-1)
East:	Residential (R-16)
West:	Residential (R-16)/Neighborhood Business (NB)

On November 4, 2013, the Goldsboro City Council concurred with the recommendation of the Planning Commission and adopted an ordinance changing the zoning for the subject property from Residential (R-12SF) to Residential (R-9 SFCZ) and approved a conceptual plan for a total of 42 single-family lots. The site was never developed.

Existing Use: Currently, the property consists of agricultural farmland.

Land Use Plan Recommendation: The City's Land Use Plan recommends Commercial development.

DISCUSSION:

The submitted preliminary site plan indicates a total of one-hundred and seven (107) townhome units.

Access: Access to the site will be directly from the Corbett St. terminus off of McClain St. The applicant intends to extend Corbett St. and construct two new roads built to City standards for formal dedication and acceptance into the City's street network.

Parking: Parking for the site requires two spaces per unit for 1 and 2 BR apartments and three spaces for units over 3 BRs. Staff is working with developer to ensure compliance with the City's parking ordinance.

Open Space and Ownership: A common area equal to twenty percent (20%) of the entire development (excluding rights-of-way) shall be preserved, maintained and improved by the development owner for active recreational use by residents of the development. The site plan shows open space equal to forty-four percent (44%) of the developed area.

In addition, the required open space shall be held in common ownership, for the perpetual benefit of residents of the development, by a legally established corporation, association or other legal entity, or be dedicated to the City of Goldsboro as a public park.

Sidewalks: External City sidewalks are required and are shown for the proposed development utilizing handicap accessible slopes and ramps. Additional sidewalks will be required along interconnecting streets for future development purposes.

Lighting Plan: A commercial lighting plan has not been submitted. Since the subject property is located adjacent to residentially-zoned and developed properties, the developer will be required to submit a lighting plan in compliance with the City's Commercial Lighting ordinance.

Interconnectivity: Interconnectivity has been shown for the site off of Corbett St. and Seymour Village Dr.

Engineering: Subject property is located within the City limits of Goldsboro. As such, City water and sewer are available to serve the property. The property is not located within a special flood hazard area. City Engineering will require approval of storm water

calculations and drainage plans prior to issuance of any building permits.

Landscaping: Street trees have been provided along the proposed townhome street network. A Type B 15 ft. wide landscape buffer is required along all property lines and has been shown for the development.

Utilities: All utilities shall be underground.

Storage: At least twenty-four square feet of individual enclosed storage space shall be provided for each dwelling unit.

Refuse: Commercial dumpsters will be utilized for garbage collection. Staff will ensure that dumpster corals are properly constructed and appropriately screened from off-site views in accordance with City standards.

Building elevations: Building elevations have not been submitted. Staff will ensure all townhome development design standards are met per the requirements of the City's Unified Development Ordinance prior to issuance of any building permits.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on April 4, 2022.

Date: 3/15/22

Kenny Talton, Planning Director

Date: 3/15/22

Tim Salmon, City Manager

Z-3-22 SEYMOUR VILLAGE
RESIDENTIAL 9 SF CD (R-9 SF) CD TO RESIDENTIAL 9 (R-9) CZ



REZONING REQUEST:

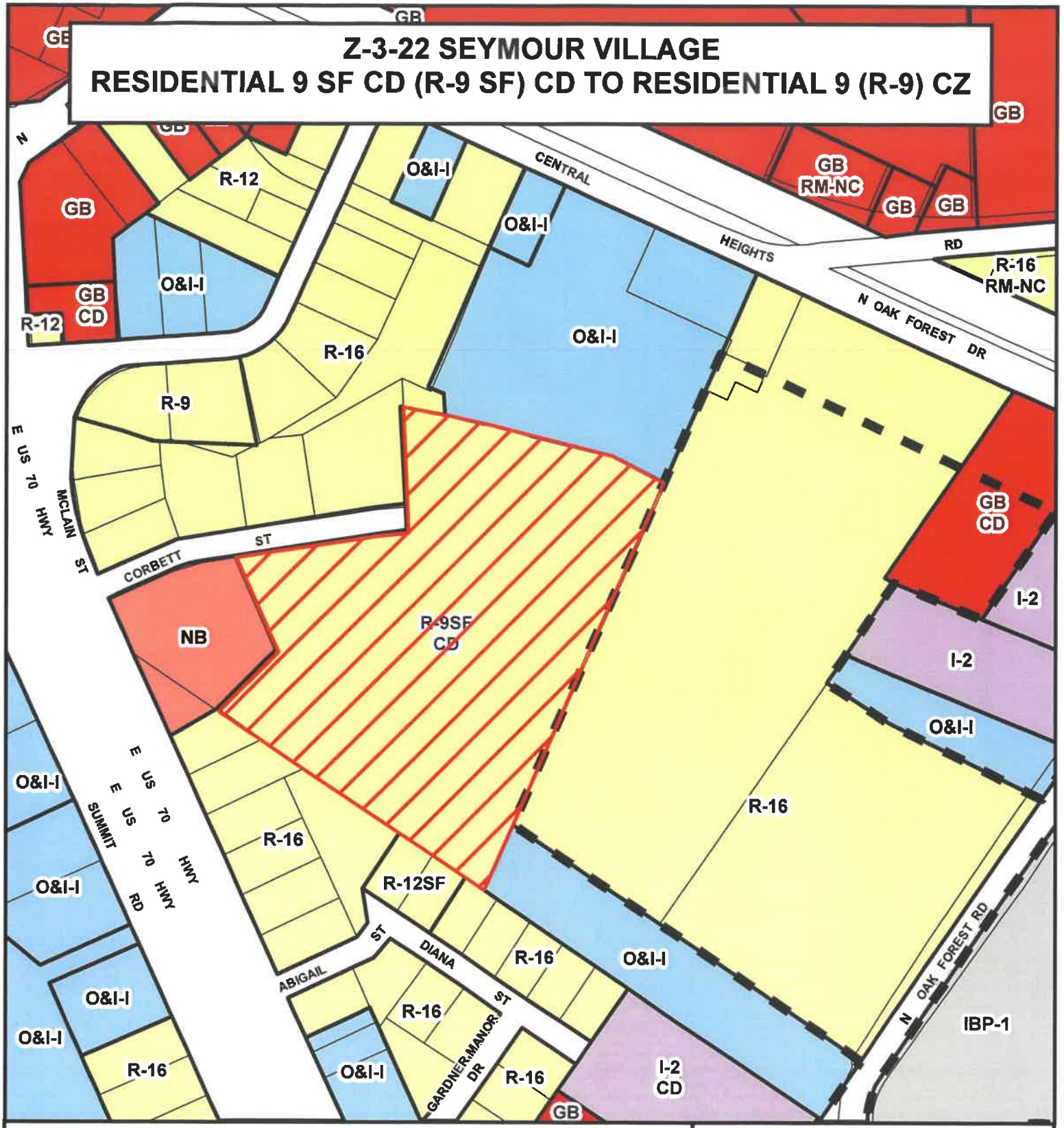
CASE NO:	Z-3-2022
OWNER:	RBV INVESTMENTS LLC
APPLICANT:	SEYMOUR VILLAGE
REQUEST:	FROM R-9 SF CD TO R-9 CZ
LOCATION:	CORBETT ST.
PIN #:	3519832458

0 150 300 600 Feet

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Z-3-22 SEYMOUR VILLAGE
RESIDENTIAL 9 SF CD (R-9 SF) CD TO RESIDENTIAL 9 (R-9) CZ



REZONING REQUEST:

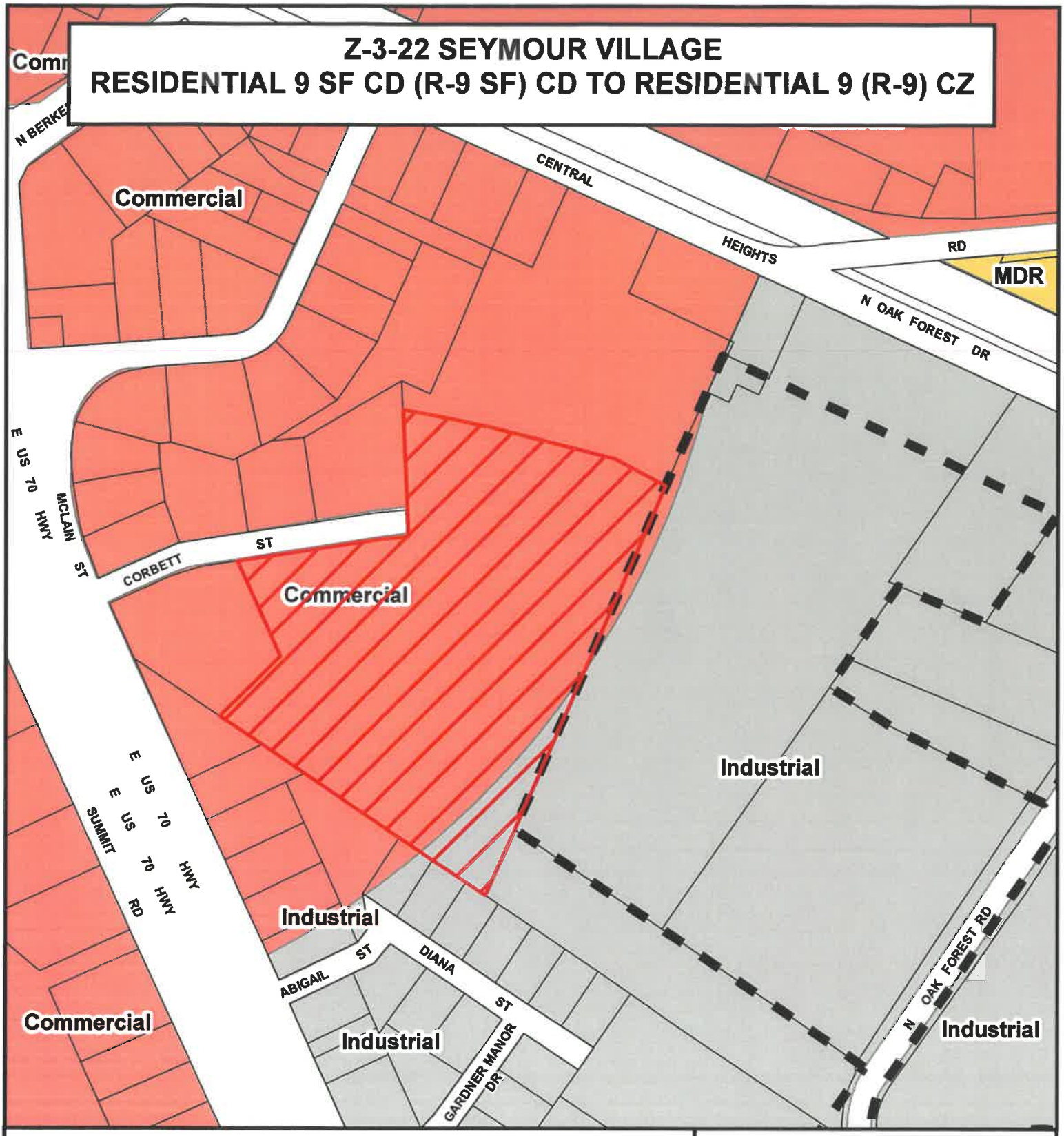
CASE NO:	Z-3-2022
OWNER:	RBV INVESTMENTS LLC
APPLICANT:	SEYMOUR VILLAGE
REQUEST:	FROM R-9 SF CD TO R-9 CZ
LOCATION:	CORBETT ST.
PIN #:	3519832458

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Z-3-22 SEYMOUR VILLAGE
RESIDENTIAL 9 SF CD (R-9 SF) CD TO RESIDENTIAL 9 (R-9) CZ



REZONING REQUEST:

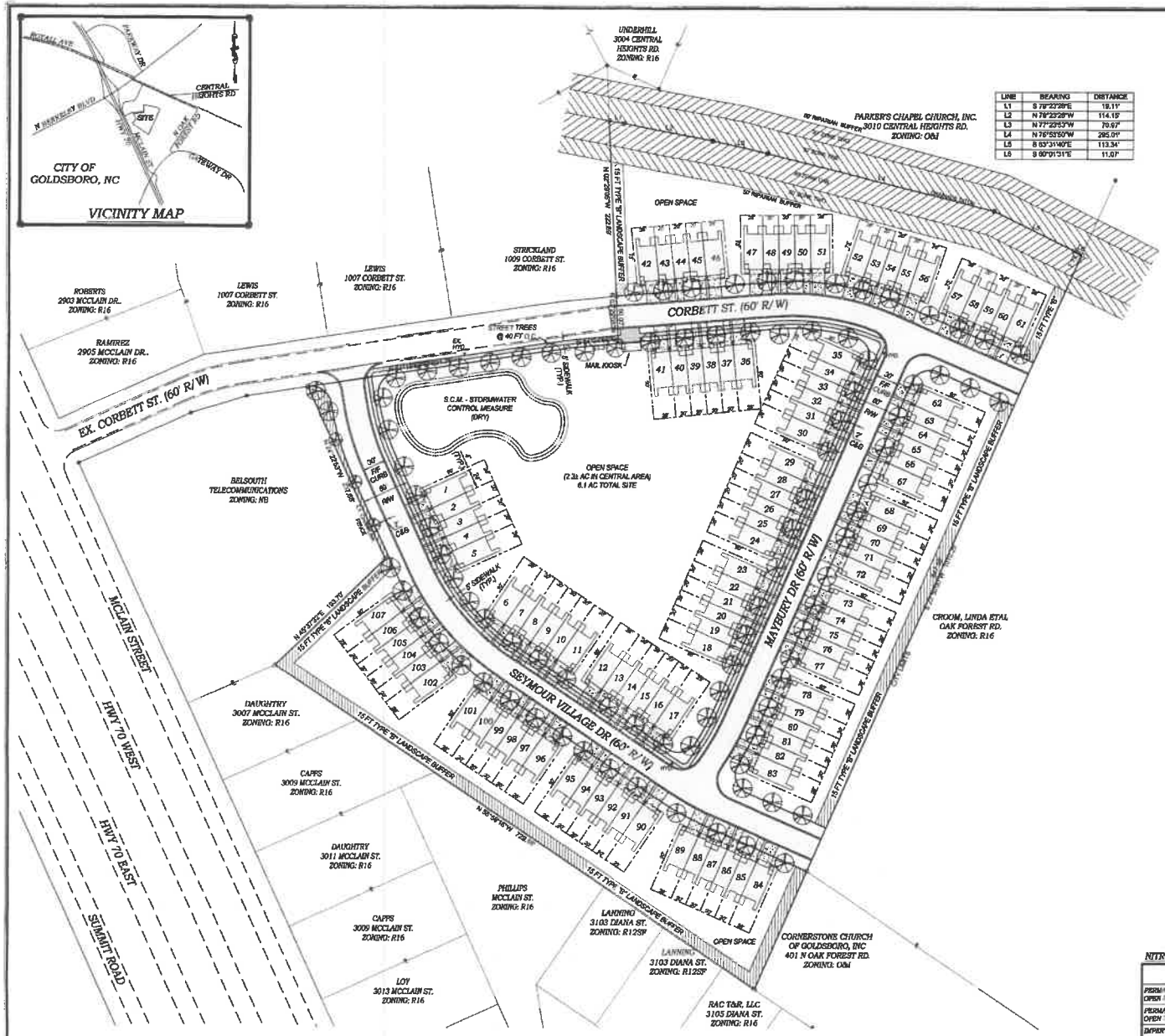
CASE NO:	Z-3-2022
OWNER:	RBV INVESTMENTS LLC
APPLICANT:	SEYMOUR VILLAGE
REQUEST:	FROM R-9 SF CD TO R-9 CZ
LOCATION:	CORBETT ST.
PIN #:	3519832458

0 150 300 600 Feet

N W E S

GOLDSBORO
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North Carolina

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LINE	BEARING	DISTANCE
L1	S 79°23'39"E	19.11'
L2	N 79°25'28"W	114.15'
L3	N 77°23'53"W	70.67'
L4	N 76°53'50"W	295.01'
L5	S 83°31'40"E	113.34'
L6	S 80°01'31"E	11.07'

PROPERTY DATA:

DEVELOPER:	REV INVESTMENTS, LLC 3434 KILDARE FARMS RD, STE 135 CARY, NC 27518 704-608-1968
LAND OWNER:	LANBRANCH DEVELOPMENT, LLC
STREET ADDRESS:	CORBETT STREET, GOLDSBORO, NC
ZONING:	R9 - SF
PROPOSED ZONING:	R9 CONDITIONAL DISTRICT
TRACT ACREAGE:	13.76 ± AC (6.1 AC OPEN SPACE)
PIN#:	3519832458
TAX PARCEL ID#:	12 3519 83 2458
DEED REFERENCE:	DEED BOOK 2834, PAGE 226
EXISTING USE:	FALLOW FIELD
FLOODPLAIN:	ZONE X - AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN FIRM MAP NUMBER 3720351900K EFFECTIVE JUNE 6, 2018
BUILDING:	19 BUILDINGS (107 UNITS)
REFUGE PICKUP:	INDIVIDUAL CURBSIDE PICK-UP
UTILITIES:	ALL UTILITIES SHALL BE UNDERGROUND
HVAC UNITS:	EXTERIOR HVAC UNITS SCREENED
PARKING:	INDIVIDUAL GARAGE AND DRIVEWAY 2.5 SPACES PER 3 BEDROOM UNIT 2 SPACES PER 1 & 2 BEDROOM UNITS
OPEN SPACE:	EQUALS 44% OF DEVELOPED AREA
LANDSCAPE:	STREET TREES @ 40 FT MAX. SPACING 15 FT WIDE "TYPE B" SIDE YARD BUFFERS PLANTS PER EVERY 100 FEET LENGTH 2 - LARGE TREES, 3 - SMALL TREES 10 - LARGE SHRUBS, 10 - SMALL SHRUBS

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY APPROVE THIS DEVELOPMENT PLAN. I (WE) FURTHER CERTIFY THAT ALL EXTERIOR IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO PAVING AND LANDSCAPING, AS SHOWN ON THE SITE PLAN WILL BE MAINTAINED IN ACCORDANCE WITH THIS PLAN.

OWNERS SIGNATURE

PEAK FLOW CALCULATIONS

IMPERVIOUS AREA	AREA (ACRES)
STREET PAVING AREA	1.45
DRIVEWAY, SIDEWALKS, CONCRETE, ETC.	1.04
BUILDINGS	2.65
TOTAL ACREAGE	5.14
TOTAL PERCENT IMPERVIOUS (VOLUME REDUCTION REQUIRED)	37%

NITROGEN EXPORT CALCULATIONS

TYPE OF LAND COVER	AREA (ACRES)	TN EXPORT COEFF. (LBS/AC/YR)	TN EXPORT FROM USE (LBS/YR)
PERMANENTLY PROTECTED UNDISTURBED OPEN SPACE (FOREST UNKNOWN MEADOW)	0.705	0.6	0.42
PERMANENTLY PROTECTED MANAGED OPEN SPACE (GRASS, LANDSCAPING, ETC.)	7.915	1.2	9.50
IMPERVIOUS SURFACES (ROADS, PARKING LOTS, DRIVEWAYS, ROOFS, PAVED STORAGE AREAS, ETC.)	5.143	21.2	109.02
TOTAL	13.762	–	118.94
TOTAL EXPORT =	8.64	LBS/AC/YR	> 3.6 - REDUCTION REQUIRED VIA S.C.M AND/OR NUTRIENT BUY-DOWN

B.K.
JONES CONSULTING ENGINEERS, P.A.
Post Office Box: 10882
Goldsboro, NC 27532
919.221.5222
bkjones@nc.rr.com
LIC #: C-3065

JCE PROJECT NO.: 22020
PLAN STATUS: PRELIMINARY; FOR REVIEW ONLY

SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 030261 ENGINEER BRIAN KEITH JONES
PRELIMINARY; FOR REVIEW ONLY

REV. # & DATE	DESCRIPTION

PROJECT NAME
SEYMOUR VILLAGE TOWNHOMES

C1

Item H

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: **PUBLIC HEARING**
Z-4-22 KRP Investments, LLC. – East side of Wayne Memorial Dr. between Fourth St. and Gracie Pl. and located in the corporate City limits.

BACKGROUND: The applicant is requesting a change of zone for a portion of the subject property (approximately 3 acres) from Office and Institutional (O & I-1) to Residential (R-6CZ) Conditional Zoning district limiting the use of the property to a three (3) story multi-family development complex consisting of sixty-three (63) units for individuals fifty-five (55) years of age and older. Remaining acreage will be reserved for future development.

According to the City's UDO, the proposed development shall meet the Multi-Family and Townhome development design standards of the R-6 zoning district.

Frontage:	±40.8 ft. (Fourth St.)
Area:	631,620 sq. ft. or 14.5 acres

SURROUNDING ZONING:

North:	Office and Institutional (O &I-1)
South:	Office and Institutional (O & I-1), Residential (R-9), Neighborhood Business (NB)
East:	Residential (R-9)
West:	Residential (R-9)/Office and Institutional (O & I-1)

Existing Use: The property currently consists of agricultural farmland and woodlands.

Land Use Plan Recommendation: The City's Land Use Plan recommends Office and Institutional development. Multi-family developments are a permitted use in the Office and Institutional (O & I-1) zoning district and must meet the development requirements of the closest, most restrictive zoning district. According to the City's Land Use Plan, higher residential densities

are recommended and should be encouraged since City water and sewer are available to serve the property.

DISCUSSION: The submitted preliminary site plan indicates one, three-story apartment building containing a total of 63 units.

Access: Access to the site will be directly from the E. Fourth Street terminus. The applicant intends to construct and formally dedicate a public road built to City standards approximately 800 ft. eastward to the site and incorporate into the City's street network.

Parking: Parking for the site requires two spaces per unit for 1 and 2 BR apartments. 24 of the 63 total units will be 1-bedroom units and 39 will be 2-bedroom units. A total of 126 parking spaces are required and only 71 spaces have been shown on the preliminary site plan. Staff is working with developer to meet the City's commercial parking ordinance.

Open Space and Ownership: A common area equal to twenty percent (20%) of the entire development (excluding rights-of-way) shall be preserved, maintained and improved by the development owner for active recreational use by residents of the development. The required open space shall be held in common ownership, for the perpetual benefit of residents of the development, by a legally established corporation, association or other legal entity, or be dedicated to the City of Goldsboro as a public park. Staff is working with the developer to ensure compliance with this requirement.

Sidewalks: External City sidewalks are required and are not shown for the proposed development. Staff is working with the developer to meet this requirement.

Internal concrete sidewalks are shown providing access to building entrances through sloped ramps and handicap accessible walkways.

Lighting Plan: A commercial lighting plan has not been submitted. Since the subject property is located adjacent to residentially-zoned and developed properties, the developer will be required to submit a lighting plan in compliance with the City's Commercial Lighting ordinance.

Engineering: Subject property is located within the City limits of Goldsboro. As such, City water and sewer are available to serve the property. The property is not located within a special flood hazard area. City Engineering will require approval of storm water calculations and drainage plans prior to issuance of any building permits.

Landscaping: Street trees have been provided along the private access drive leading to the senior living facility. A Type B 15 ft. wide landscape buffer is required along all property lines with the exception of the eastern property line which will require a Type A 10 ft. wide buffer yard. Vehicular surface area landscape requirements must be met. Staff is working with the applicant to ensure landscape requirements are met per the requirements of the City's Unified Development Ordinance.

Refuse: Commercial dumpsters will be utilized for garbage collection. Staff will ensure that dumpster corals are properly constructed and appropriately screened from off-site views in accordance with City standards.

Building elevations: Building elevations been submitted. Roofing will consist of architectural shingles. Wall siding will consist of fiber cement cedar shakes, decorative brackets and brick-veneer.

Staff will ensure all multi-family development design standards are met per the requirements of the City's Unified Development Ordinance prior to issuance of any building permits.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on April 4, 2022.

Date: 3/15/22

Kenny Talton, Planning Director

Date: 3/15/22

Tim Salmon, City Manager

Z-4-22 KRP INVESTNTS LLC
OFFICE AND INSTITUTIONAL 1 (O&I I) TO RESIDENTIAL 6 (R-6) CZ



REZONING REQUEST:

CASE NO:	Z-4-2022
OWNER:	AJITKUMAR N PATEL
APPLICANT:	KRP INVESTNTS LLC
REQUEST:	FROM O&I 1 TO R-6 CZ
LOCATION:	FOURTH ST.
PIN #:	3509588860

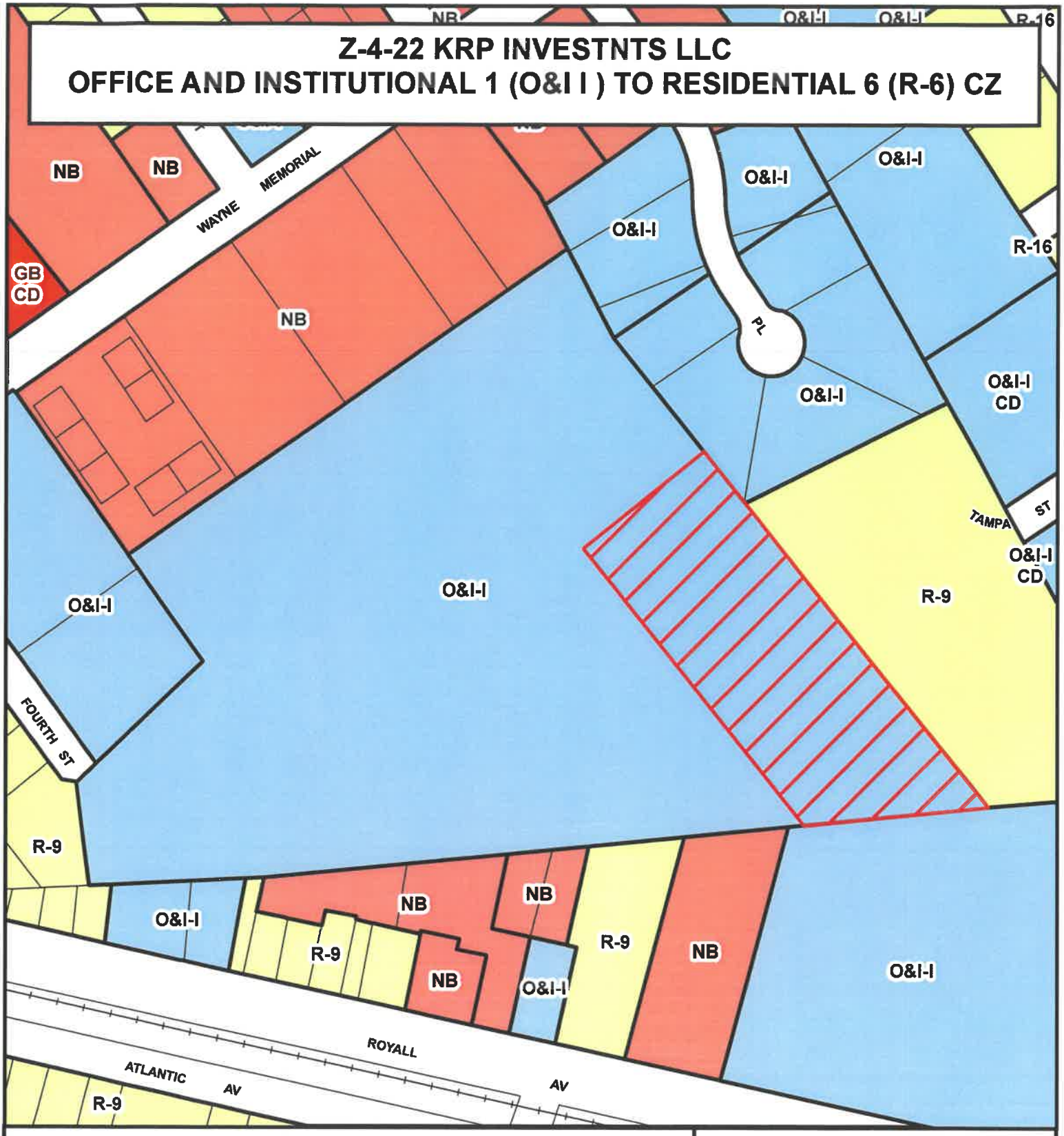
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N W E S

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

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Z-4-22 KRP INVESTNTS LLC
OFFICE AND INSTITUTIONAL 1 (O&I I) TO RESIDENTIAL 6 (R-6) CZ



REZONING REQUEST:

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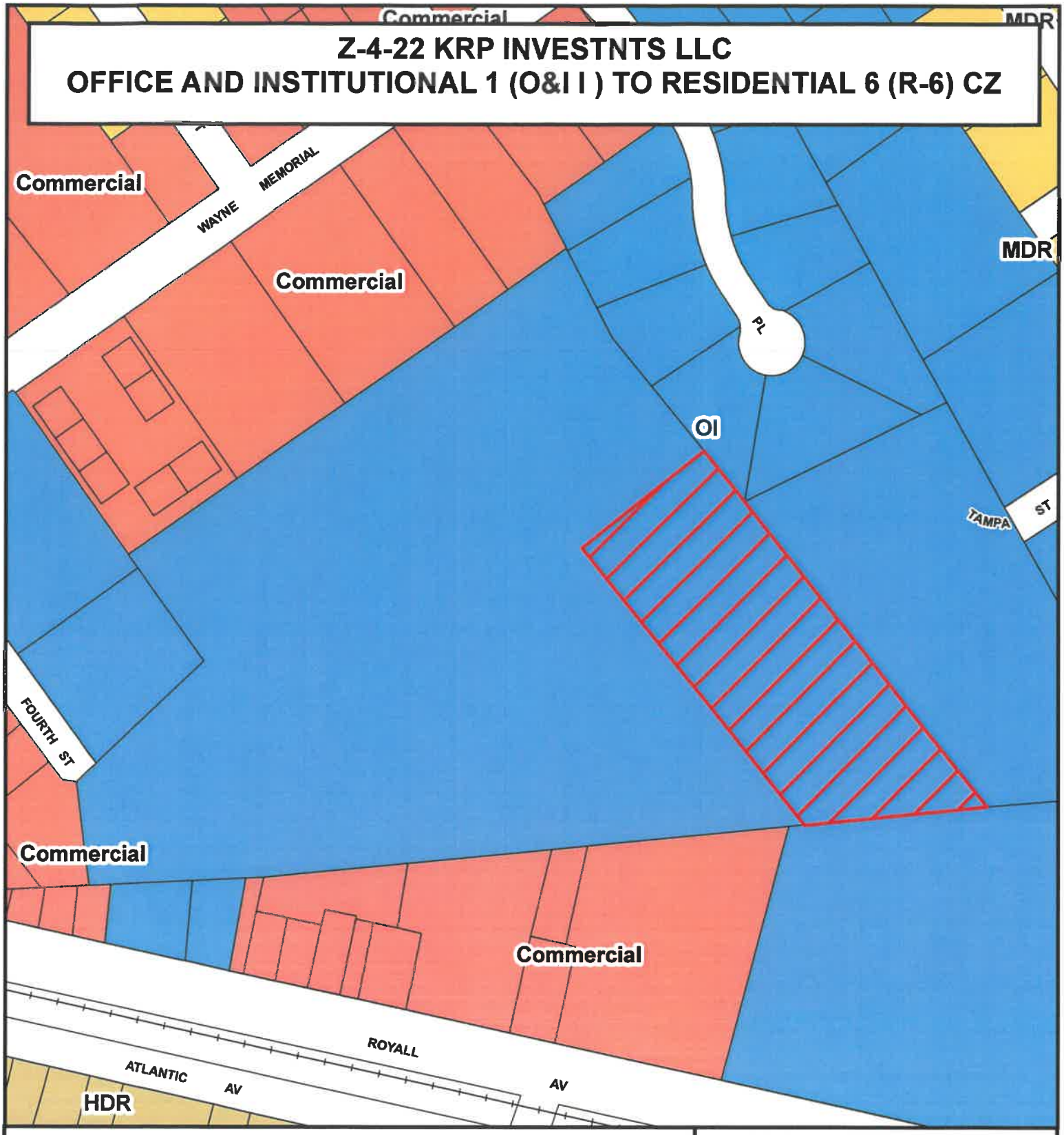
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Z-4-22 KRP INVESTNTS LLC
OFFICE AND INSTITUTIONAL 1 (O&I I) TO RESIDENTIAL 6 (R-6) CZ



REZONING REQUEST:

CASE NO:	Z-4-2022
OWNER:	AJITKUMAR N PATEL
APPLICANT:	KRP INVESTNTS LLC
REQUEST:	FROM O&I 1 TO R-6 CZ
LOCATION:	FOURTH ST.
PIN #:	3509588860

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FAIRVIEW COMMONS

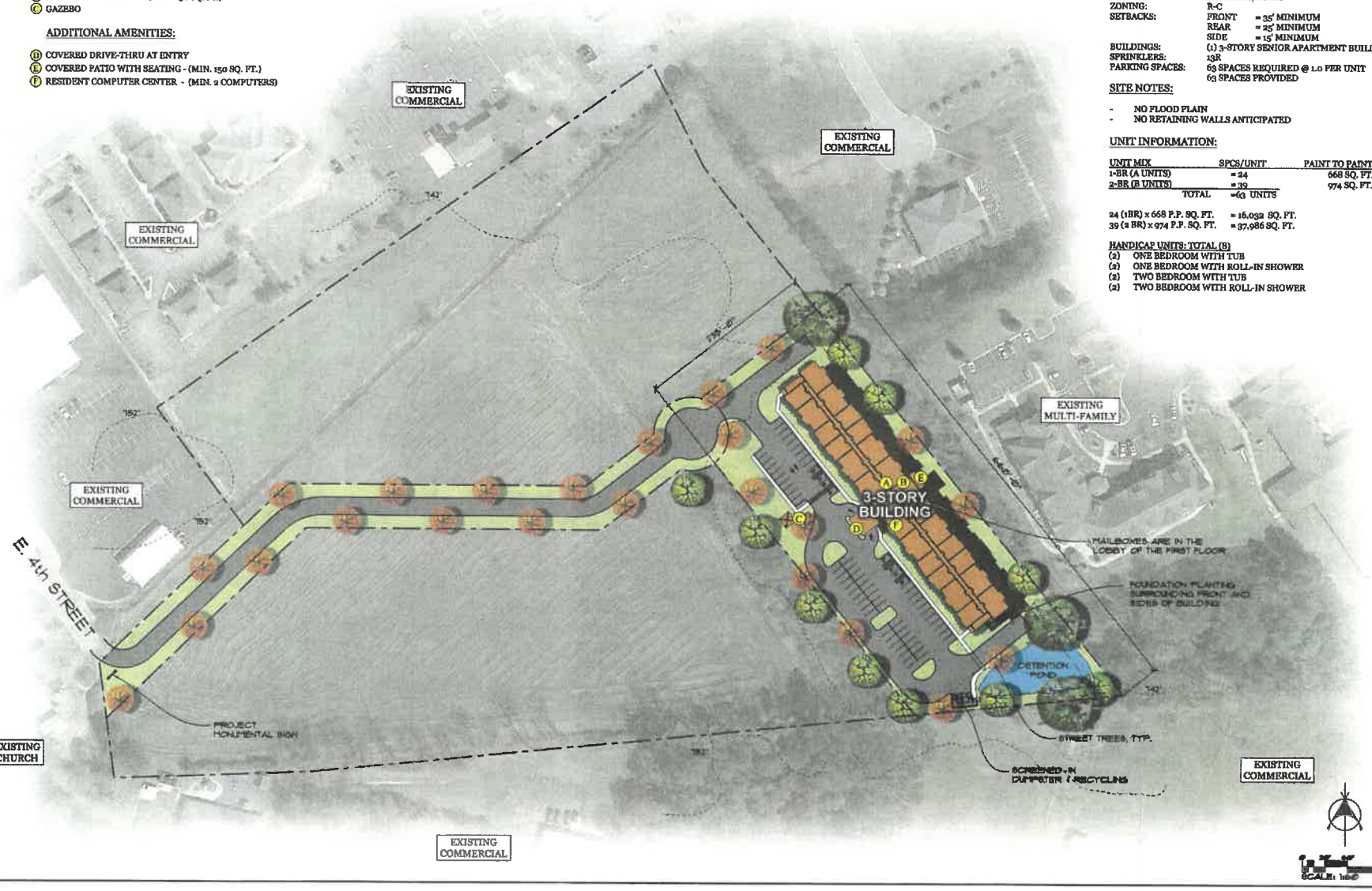
GOLDSBORO, NC

REQUIRED AMENITIES:

- (A) INDOOR/OUTDOOR SITTING AREAS (W/ MIN. 1 BENCH, 3 LOCATIONS)
- (B) MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
- (C) GAZEBO

ADDITIONAL AMENITIES:

- (D) COVERED DRIVE-THRU AT ENTRY
- (E) COVERED PATIO WITH SEATING - (MIN. 150 SQ. FT.)
- (F) RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)



SITE INFORMATION:

SITE:	3.0 +/- ACRES	
DENSITY:	21.0 UNITS/ACRES	
ZONING:	R-C	
SETBACKS:	FRONT	= 35' MINIMUM
	REAR	= 25' MINIMUM
	SIDE	= 15' MINIMUM
BUILDINGS:	(1) 3-STORY SENIOR APARTMENT BUILDING	
SPRINKLERS:	13R	
PARKING SPACES:	63 SPACES REQUIRED @ 1.0 PER UNIT	
	63 SPACES PROVIDED	

SITE NOTES:

- NO FLOOD PLAIN
- NO RETAINING WALLS ANTICIPATED

UNIT INFORMATION:

UNIT MIX	SPCS/UNIT	PAINT TO PAINT SQ. FT.
1-BR (A UNITS)	= 24	668 SQ. FT.
2-BR (B UNITS)	= 39	974 SQ. FT.
TOTAL	=63 UNITS	

24 (1BR) x 668 P.P. SQ. FT. = 16,032 SQ. FT.
39 (2 BR) x 974 P.P. SQ. FT. = 37,986 SQ. FT.

HANDICAP UNITS: TOTAL (8)

- (2) ONE BEDROOM WITH TUB
- (2) ONE BEDROOM WITH ROLL-IN SHOWER
- (2) TWO BEDROOM WITH TUB
- (2) TWO BEDROOM WITH ROLL-IN SHOWER

SCALE: 1"=60'

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-377-2800

FAIRVIEW COMMONS
GOLDSBORO, NC

ARCHITECTURAL SITE PLAN

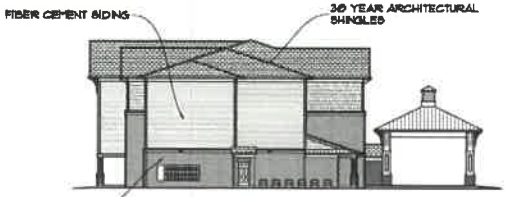
CSP.1

2022 ROUND 1 - PRELIMINARY DRAWING SET

PLOTTED: 2/18/2022 10:54:48 AM - DRAWING P:\VINEFIELD\2022 02 GOLDSBORO, NC\DRAWINGS\PRELIM\2022 PRELIM\SHEETS\CSP1.DWG - PLOTTED BY: TESHA AYANA - COPYRIGHT 2022



5 BUILDING - REAR ELEVATION
1/16" = 1'-0"



4 BUILDING - LEFT SIDE ELEVATION
1/16" = 1'-0"



3 BUILDING - RIGHT SIDE ELEVATION
1/16" = 1'-0"



2 BUILDING - FRONT ELEVATION
1/16" = 1'-0"



1 BUILDING - ENLARGED PARTIAL FRONT ELEVATION
3/32" = 1'-0"

SCALE: 1/8" = 1'-0"

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3229 404-373-2800

FAIRVIEW COMMONS
GOLDSBORO, NC

BUILDING - ELEVATIONS

A3.1

2022 ROUND 1 - PRELIMINARY DRAWING SET

PLOTTED: 1/21/2022 5:48:17 AM - DRAWING PATH: I:\2022-018 GOLDSBORO, NC\DRAWINGS\PRELIM\2022 PRELIM\SHEETS\A3.1.DWG - PLOTTED BY: MICHAEL LEE - COPYRIGHT 2022

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022, COUNCIL MEETING

SUBJECT: Location of the 135th USCT Civil War Trail Marker

BACKGROUND: On March 27, 1865, a column of African American men in new blue uniforms marched down Center Street in front of Gen. William Sherman's headquarters and mustered in as the 135th United States Colored troops. They no longer belonged to enslavers but belonged as free men to the US Army.

DISCUSSION: The Travel & Tourism Department/Visit Goldsboro would like to relocate the current Civil War Trails signs located at the Wayne County Museum to the 200 Block of South Center Street. Project to include:

- One interpretive Civil War Trails Branded Sign 24x36 inches promoting the history of the 135th US Colored Infantry Regiment formed in Goldsboro, NC, March 1865 as a part of General William T. Sherman's Army.
- One single post "Trailblazer" sign to be located within Goldsboro's Center Street Streetscape, installed adjacent to handicap accessible City sidewalk and behind public benches.

RECOMMENDATION: It is recommended that the Council approve the 135th USCT Civil War Trail Marker to be located to the 200 Block of South Center Street.

DATE: 3-16-22

Amanda Justice, Travel & Tourism Director

DATE: 3/16/22

Tim Salmon, City Manager

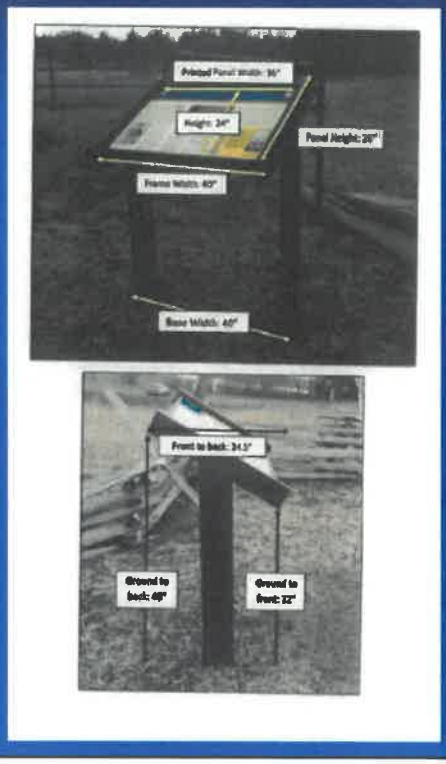
CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign

- One (1) Civil War Trails Branded Interpretive Sign: 24 inches x 36 inches
- One (1) single-post "Trailblazer" Sign
- Proposed to be located within Goldsboro's Center Street Streetscape
- Orientated in a westerly direction for viewing
- Installed adjacent to handicap accessible City sidewalk and behind public benches

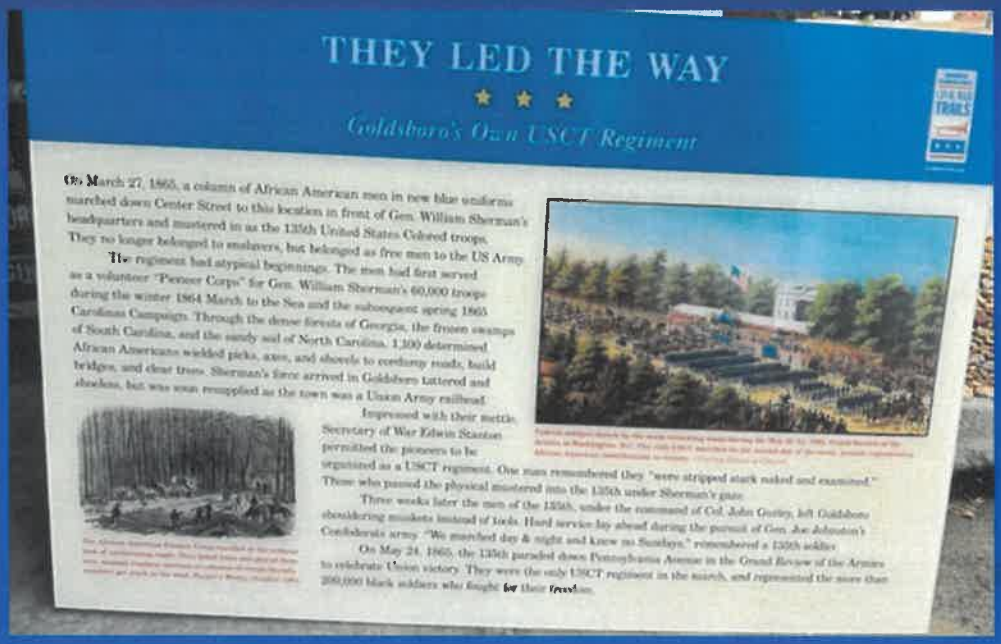
CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign

- Pedestal is powder-coated aluminum
- Panel is UV-resistant acrylic
- Trailblazer direction sign is approx. 9 ft. in height, 18 inch x 28 inch sign.
- CWT responsible for all upkeep and maintenance; City can remove or relocate at will.
- CWT seeks to promote travel and tourism.
- CWT partners w/575 municipalities and 5 states.

CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign

- Interpretive sign will be designed to promote the history of the 135th US Colored Infantry Regiment formed in Goldsboro, NC, March 1865 and a part of General William T. Sherman's Army.
- Goldsboro 135th USCT took oath of office under the leadership of Colonel John E. Gurley and were given their US Army Blue Uniforms w/famous brass buttons w/freedom eagles on their face.

CA-1-22
City of Goldsboro-Civil War Trails, Inc. Sign



Item J

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: Supply Agreement between Sonoco Recycling LLC and the City of Goldsboro (COG).

BACKGROUND: Sonoco, the Material Recycling Facility (MFR) that currently accepts our recycled materials, would like to enter into a "Supply Agreement" to ensure they continue to receive our recyclable goods.

DISCUSSION: Sonoco has worked with the COG over the last three years as the recycle industry adapted to new demands and requirements when the market compressed. They are the City's MRF of choice already and the supply agreement would be mutually beneficial. Sonoco would be assured to receive our product, which they need to instill confidence in their corporate leaders and businesses that rely on the recycled materials for processing into new products. More importantly, the City would get a $5.00 per ton reduction in the baseline rate used to determine our costs—reducing it from the current rate of $122.50 per ton to $117.50 per ton. Additionally, it guarantees the COG a place to take its recycled goods should the market compress. The first customers Sonoco will deny service to will be those who do not have supply agreements.

RECOMMENDATION: It is recommended that City Council adopt the attached resolution authorizing the City Manager and Finance Director to enter into a mutually beneficial supply agreement with Sonoco Recycling LLC.

Date: 3/16/22

Rick Fletcher, Public Works Director

Date: 3/15/22

Timothy Salmon, City Manager

RESOLUTION NO. 2022-24

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE SUPPLY AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND SONOCO RECYCLNG

WHEREAS, Sonoco Recycling approached the City of Goldsboro and proposed entering into a supply agreement; and

WHEREAS, the supply agreement would guarantee that Sonoco Recycling would continue to accept the City of Goldsboro's recycled product, even if the market compresses; and

WHEREAS, the supply agreement would effectively reduce the City of Goldsboro's recycling fees by $5.00 per ton; and

WHEREAS, considering the mutual benefit of this supply agreement, the City of Goldsboro wishes to enter into said agreement with Sonoco Recycling, LLC.

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

1. The City Manager be and is hereby authorized to sign the supply agreement with Sonoco Recycling LLC.

2. This Resolution shall be in full force and effect from and after this the 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1844 - 1891

SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of March 2022 by and between Sonoco Recycling, LLC, ("Sonoco") a North Carolina limited liability company of Charlotte, North Carolina, and City of Goldsboro, ("City of Goldsboro").

Now, therefore, in consideration of the matters hereinafter set forth, the parties agree as follows:

1. For a period of seventeen (15) months beginning April 1, 2022 through June 30, 2023, City of Goldsboro agrees to deliver, and Sonoco agrees to receive the entire accumulation of acceptable recyclable material generated and collected by City of Goldsboro. City of Goldsboro also agrees to use best efforts to ensure that the material provided to Sonoco shall not include any "Hazardous Substances." For purposes of this Agreement, Hazardous Substances shall include, but not be limited to, any hazardous or toxic substance, hazardous chemical, material, waste, or compound including known carcinogens or other chemicals known to be a risk to human health and the environment such as petroleum products and asbestos containing materials and including those wastes, materials and substances regulated under state and federal laws including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act and the Toxic Substances Control Act.

2. Sonoco shall determine the revenue or charge for City of Goldsboro monthly for each Ton of inbound Single Stream Recyclable Materials delivered to the Sonoco Recycling Raleigh Location. The payment per Ton shall be calculated as described below. Each month, Sonoco shall calculate the Weighted Average Price (WAP) of City of Goldsboro's Recyclable Materials, and provide this to City of Goldsboro, defined as the sum of the Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the Atlanta (Southeast) regional commodity prices posted the first issue of the month, low side, for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition. If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

3. Sonoco shall pay or charge City of Goldsboro for each Ton of Single Stream Recyclable Materials delivered to the Sonoco Recycling Raleigh Location based on the WAP of City of Goldsboro's Recyclable Materials as described in (2) above and determined as follows:

Weighted Average Price	Residential Single Stream Pricing
WAP ≤ $117.50/ton	Charge of the difference between the WAP and $117.50
WAP > $117.50/ton	Revenue share of 40% to City of Goldsboro

Composition to be updated annually, based on Sonoco Recycling Raleigh MRF's outbound percentages across all materials, as an example below:

MATERIALS	**CURBSIDE** ALLOCATIONS
GLASS	0.2210
ALUMINUM CANS	0.0112
STEEL	0.0167
HDPE Color	0.0113
HDPE NATURAL	0.0074
PET	0.0412
Mixed Paper	0.2491
Plastics 3-7	0.0032
OCC	0.2432
Trash	0.1957
	100.00%

4. Payment of invoices by City of Goldsboro shall be net thirty (30) days and will be based on Sonoco's scale weights, payments to Sonoco Recycling, LLC 91218 Collection Center Drive, Chicago, IL 60693. Payment of rebates by Sonoco shall be net (60) days and will be based on Sonoco's scale weights. Remittances will be made to: City of Goldsboro – 200 North Center Street, Goldsboro NC 27530.

5. Sonoco reserves the right to inspect and reject or adjust pricing for contaminated materials, received from City of Goldsboro and Sonoco will have the option to apply a disposal fee for unacceptable material that is delivered by City of Goldsboro, or on the behalf of City of Goldsboro.

6. If Sonoco experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Sonoco, or an increase in Sonoco's fuel or other costs, or changes in market prices for materials supplied hereunder, Sonoco and City of Goldsboro will discuss an appropriate price adjustment. If Sonoco and City of Goldsboro do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco's written request with supporting documentation, Sonoco may terminate this Agreement after thirty (30) additional days' written notice to City of Goldsboro.

7. City of Goldsboro shall indemnify and save Sonoco harmless from and against, and shall reimburse Sonoco for, any and all claims, demands, losses, liability, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person or entity and for injury to, illness, disease, or death of, any person arising, in whole or in part, out of or in connection with City of Goldsboro or its agent's or subcontractor's negligence or other wrongful conduct. City of Goldsboro's liability to Sonoco as set forth in the preceding sentence shall be limited by the extent to which the damage, loss, injury, illness, disease, or death is due to any acts or omissions of Sonoco.

8. The term of this agreement shall be for seventeen (17) months and will remain in effect from year to year until either party gives notice in writing to the other party of its intention not to renew not less than sixty (60) days prior to the expiration of the then current term or renewal term.

9. Neither party hereto shall be liable for failure to perform its obligations hereunder if such failure is caused by events or conditions reasonably beyond the control of the defaulting party including, without limitations, fire, flood, etc.

10. The Agreement contains the entire understanding of the parties pertaining to the subject matter hereof and may not be modified, cancelled, or amended, nor any of its provisions waived, unless in a writing signed by the party against whom such modification, cancellation, amendment, or waiver is to be enforced. If any provision, or any portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, that invalidity, illegality, or unenforceability will not affect any other provision, or portion of any provision of this Agreement, and this Agreement will be reformed, construed, and enforced such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

In Witness Whereof, the parties have executed this Agreement by their duly authorized officers or representatives the day and year written above.

SONOCO RECYCLING, LLC.

Palace Stepps, President & General Manager
Name and Title (typed)

Signature

Date

CITY OF GOLDSBORO

Timothy Salmon, City Manager
Name and Title (typed)

Signature

3/23/22
Date

This agreement has been pre-audited in the manner required by the Local Government and Fiscal Control Act

City Finance Director

Item K

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: Ratifying the Actions Taken Regarding Water Tank Communications Colocation Lease Agreements and Approving Amendment to T-Mobile Lease

BACKGROUND: The City of Goldsboro owns water tanks located at 904 Harris Street, 100 E. Holly Street, 621 N. Madison Avenue and 512 E. New Hope Road. The city has entered into agreements with US Cellular, T-Mobile and Open Broadband for the installation of cellular and broadband antenna facilities on city water tanks.

Pursuant to NC General Statute 160A-272, staff is requesting that council ratify the actions of the city council at their meeting on September 21, 2015 and approve the agreement with US Cellular.

Also pursuant to NC General Statute 160A-272, staff is requesting that council ratify the actions of the city council at their meeting on January 3, 2017 and approve the agreement with T-Mobile (including the 2022 amendment), and the agreement with Open Broadband.

DISCUSSION: The agreements were entered into without the proper notice and resolution requirements being met. The information below describes the lease agreement dates, name of the company the city entered into the agreement with and the lease amounts for each lease.

1. T-Mobile original agreement dated January 10, 2017
    a. Location- 671 N. Madison Avenue – Annual lease amount is $26,400. The annual lease base fee would increase by 3% annually for the term of the lease. The initial lease term is five (5) years, and automatically renews for four (4) additional five (5) year terms.

2. US Cellular agreement dated September 21, 2015
    a. Location-904 Harris Street -- Annual lease amount $26,400. The annual lease base fee would increase by 3% annually for the term of the lease. The initial lease term is five (5) years, and automatically renews for four (4) additional five (5) year terms.

3. Open Broadband agreement dated December 8, 2020
    a. Locations- 904 Harris Street, 100 E. Holly Street, 621 N. Madison Avenue, 512 E. New Hope Road- The annual rental fee is free use of 50 Mbps internet service at each

tower location for use as the City sees fit, including but not limited to free public Wi-Fi to the community and use by city personnel. The initial license to use term is five (5) years, and automatically renews for one (1) additional five (5) year term.

4. T-Mobile amendment to the January 10, 2017 agreement dated March 2022
    a. Location -- 671 N. Madison Avenue – The additional annual lease amount is $1,800.00. The annual lease base fee would increase under the same terms and conditions as the regular lease payment at 3% annually.

RECOMMENDATION:

It is recommended that Council adopt a resolution ratifying the actions taken by council at the July 6, 2015 meeting, and approving the agreement with US Cellular. It is also recommended that Council adopt the attached resolution ratifying the actions taken by council at the January 3, 2017 meeting, and approving the original and amendment to the agreement with T-Mobile. It is further recommended that the Council adopt the attached resolution ratifying the actions of city staff and approving the agreement with Open Broadband. The original agreements are attached.

Date: 3/15/22

Tim Salmon, City Manager

RESOLUTION NO. 2022 – 25

RESOLUTION RATIFYING THE ACTIONS OF THE GOLDSBORO CITY COUNCIL AND APPROVING AN AGREEMENT WITH US CELLULAR

WHEREAS, the City of Goldsboro owns a water tank located at 904 Harris Street. The city entered into an agreement and Memorandum of Lease with US Cellular for the installation of cellular and broadband antenna facilities on the city water tank; and

WHEREAS, pursuant to NC General Statute 160A-272, staff is requesting that council ratify the actions of the city council at their meeting on July 6, 2015 and approve the agreement and Memorandum of Lease with US Cellular; and

WHEREAS, the agreement and Memorandum of Lease were entered into without the proper notice and resolution requirements being met; and

WHEREAS, the US Cellular agreement and Memorandum of Lease is dated September 21, 2015. The location of the US Cellular equipment is 904 Harris Street, Goldsboro, NC. The lease amount is $26,400, paid annually. The base fee would increase by 3% annually for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro North Carolina, that this Resolution ratifies the actions taken by council at the meeting on July 6, 2015 and approves the agreement and Memorandum of Lease with US Cellular.

This resolution shall be in full force and effect from and after the 21st day of March 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

RESOLUTION NO. 2022 – 26

RESOLUTION RATIFYING THE ACTIONS OF CITY STAFF AND APPROVING AN AGREEMENT WITH T-MOBILE AND OPEN BROADBAND

WHEREAS, the City of Goldsboro owns water tanks located at 904 Harris Street, 100 E. Holly Street, 621 N. Madison Avenue and 512 E. New Hope Road. The city has entered into agreements with US Cellular, T-Mobile and Open Broadband for the installation of cellular and broadband antenna facilities on city water tanks; and

WHEREAS, pursuant to NC General Statute 160A-272, staff is requesting that council ratify the actions of city staff and approve the agreement with T-Mobile (including the 2022 amendment) and the agreement with Open Broadband; and

WHEREAS, the agreements were entered into without the proper notice and resolution requirements being met; and

WHEREAS, the T-Mobile original agreement is dated January 10, 2017. The location of the T-Mobile equipment is 671 N. Madison Avenue, Goldsboro, NC. The lease amount is $26,400, paid annually. The base fee would increase by 3% annually for the term of the lease.

WHEREAS, the T-Mobile amendment to the January 10, 2017 agreement is dated January 28, 2022. The location of the T-Mobile equipment is 671 N. Madison Avenue, Goldsboro, NC. The lease amount is $26,400, paid annually. The base fee would increase by 3% annually for the term of the lease.

WHEREAS, the Open Broadband agreement is dated December 8, 2020. The locations of the Open Broadband equipment is 904 Harris Street, 100 E. Holly Street, 621 N. Madison Avenue, 512 E. New Hope Road, Goldsboro, NC. The lease amount is $0. The agreement allows free use of 50 Mbps internet service at each tower location for use as the City sees fit, including but not limited to free public Wi-Fi to the community and use by city personnel.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro North Carolina, this Resolution ratifies the actions of city staff and Council approves the agreements with T-Mobile and Open Broadband.

This resolution shall be in full force and effect from and after the 21st day of March 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

NORTH CAROLINA
WAYNE COUNTY

Pursuant to NC General Statute 160A-272 notice is hereby given to all interested parties that the Goldsboro City Council will hear a proposal to ratify actions of the City Council and City Manager regarding agreements (listed below) to lease/allow use of City of Goldsboro water towers to cellular and broadband companies for the installation of cellular and broadband antenna facilities.

1. US Cellular agreement and Memorandum of Understanding dated September 21, 2015
    a. Location: 904 Harris Street - Annual lease amount $26,400. The initial lease term is five (5) years, and automatically renews for four (4) additional five (5) year terms. The annual lease base fee would increase by 3% annually for the term of the lease.
2. T-Mobile original agreement dated January 10, 2017
    a. Location: 621 N. Madison Avenue - Annual lease amount is $26,400. The initial lease term is five (5) years, and automatically renews for four (4) additional five (5) year terms. The annual lease base fee would increase by 3% annually for the term of the lease.
3. T-Mobile amendment to the January 10, 2017 agreement dated January 28, 2022
    a. Location: 621 N. Madison Avenue - The additional annual lease amount is $1,800.00. The annual lease base fee would increase under the same terms and conditions as the regular lease payment at 3% annually.
4. Open Broadband agreement dated December 8, 2020
    a. Locations: 904 Harris Street, 100 E. Holly Street, 621 N. Madison Avenue, 512 W. New Hope Road - The annual rental fee is free use of 50 Mbps internet service at each tower location for use as the City sees fit, including but not limited to free public Wi-Fi to the community and use by city personnel. The initial lease term is five (5) years, and automatically renews for one (1) additional five (5) year term.

The meeting to ratify these agreements will be held on Monday, March 21, 2022 at 7:00 p.m. in Council Chambers, City Hall, 214 N. Center Street, Goldsboro, NC.

This the 20th day of February, 2022.

Laura Getz, City Clerk
City of Goldsboro
(City Seal)

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

(1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.

(2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.

(3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

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T-Mobile

Attn: Property Management
12920 S.E. 38th Street
Bellevue, WA 98006
877-373-0093 – Phone
propertymanagement@t-mobile.com – Email

VIA FEDEX

January 13, 2022

City of Goldsboro
PO Drawer A
Goldsboro, NC 27533
Attention: City Manager

Re: T-Mobile Site # 5GK0050A
Site Address: 671 N. Madison Ave., Goldsboro, NC 27530
Acknowledgment and Consent Letter for Modification of Antenna Facilities

To Whom It May Concern,

T-Mobile South LLC ("Licensee") and City of Goldsboro ("Licensor") entered into a certain Lease Agreement (the "Lease"), dated January 10, 2017 for a site located at 671 N. Madison Ave., Goldsboro, NC 27530, upon which T-Mobile leases space for the operation of its wireless antenna facilities.

Pursuant to the Lease, T-Mobile has the right to alter, replace, expand, enhance, modify, or upgrade the antenna facilities at any time during the term of the Lease with Licensor's approval, which cannot be unreasonably withheld, conditioned, or delayed. In accordance with these terms, Tenant/T-Mobile will be performing the following upgrades:

- Adding (6) antennas, (2) per sector, for a total of nine (9) antennas per rights in Exhibit C of Lease Agreement
- Adding (3) radios, (1) per sector, for a total of three (3) radios

The work will be performed in compliance with non-interference requirements and with all applicable laws and regulations and in accordance with any limits of the lease. An updated Colocation Application ("Exhibit C") to Attachment Lease included below for your records.

To confirm your approval of the proposed modifications to the antenna facilities, please sign and date the acknowledgement below; keep one copy for your records and return the other to Scott Allen via mail or email at scott.allen@jacobs.com.

If you have any questions, please contact Scott Allen at (832) 372-6616 or scott.allen@jacobs.com. Thank you for your cooperation and attention to this matter.

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Regards,

DocuSigned by:
Troy Jeffcoat
Troy Jeffcoat

Sr. Manager of Engineering, Development

T-Mobile

ACKNOWLEDGED & AGREED

Landlord: City of Goldsboro

By:

Name: Timothy Salmon

Title: City Manager

Date: 28 January 2022

Exhibit C			
Colocation Application			
Site Name:	Goldsboro Water Tank		
Site Number:	5GK0050A		
Site Information			
Site Address:	0 Beach St. (Pin # 35097525919	**County:**	Wayne
		Lat. / Long:	35 23 00.65, -77 58 09.03
Existing Structure Type:	Water Tank	**Existing Structure Height:**	136'
Tenant Information			
Company Name:	T-Mobile South LLC		
Company Address:	12920 SE 38th Street, Bellevue, WA 98006		
Antennas			
	Sector 1	**Sector 2**	**Sector 3**
Desired Rad Center (Feet AGL)	142'	142'	142'
Antenna Quantity	3	3	3
Antenna Model	(1) Ericsson AIR32 (1) RFS APX17DWV (1) Ericsson AIR6449	(1) Ericsson AIR32 (1) RFS APX17DWV (1) Ericsson AIR6449	(1) Ericsson AIR32 (1) RFS APX17DWV (1) Ericsson AIR6449
Weight (per antenna)	(1) 132.2 lbs. (1) 55 lbs. (1) 104 lbs.	(1) 132.2 lbs. (1) 55 lbs. (1) 104 lbs.	(1) 132.2 lbs. (1) 55 lbs. (1) 104 lbs.
Antenna Dimensions (L x W x D)	(1) 56.6 x 12.9 x 8.7 (1) 75.8 x 13 x 3.15 (1) 33.1 x 20.6 x 8.6	(1) 56.6 x 12.9 x 8.7 (1) 75.8 x 13 x 3.15 (1) 33.1 x 20.6 x 8.6	(1) 56.6 x 12.9 x 8.7 (1) 75.8 x 13 x 3.15 (1) 33.1 x 20.6 x 8.6
Transmit Frequency (Tx)			
Receive Frequency (Rx)			
# of Coax/Cable Lines	1	1	1
Coax/Cable Manufacturer	Ericsson	Ericsson	Ericsson
Coax/Cable Diameter	1 5/8	1 5/8	1 5/8
Equipment Information:		**Power Requirements**	
Manufacturer:	Ericsson	**VAC:**	240
Model Number:	4415 B25	**Phase:**	Single
Max. Transmit Power:	4 x 40W	**Amps:**	200

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ERP/EIRP (Watts):	720W (Max)	[redacted]
Shelter/Cabinets:	Cabinets	
Lease Space: Dimensions	10' x 12'	
Pad Dimensions if applicable:	10' x 12'	
Comments:		

SAMPLE
CITY OF GOLDSBORO
DOCUMENT ROUTING FORM

CODES		DATE: 01-28-2022
A- APPROPRIATE ACTION B- GUIDANCE C- COMMENT D- DECISION I - INITIAL O - OTHER R- RECOMMENDATION	RT- RETURN TO S- SIGNATURE X- ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET	SUBJECT: T-Mobile Acknowledgment and Consent Letter
ROUTING – Use numbers to show order of routing		ORIGINATOR: Scott Williams

RTG	CODE	DEPARTMENT	DATE		INITIALS		DUE DATE (if any):
			IN	OUT	CONCUR	NON CONCUR	As soon as practical
1	O	Information Tech		01-28-22			PURPOSE OF THE DOCUMENT/FORM:
2	S	City Manager	01-28-22	1/28			Allow T-Mobile to Proceed with work on tank.
							APPLICABLE REFERENCES:

COMMENTS:

Approvals from Public Utilities and Planning were via email.
They were good with proceeding so I completed the document to be signed my the City Manager.
Pending items for the construction work are on the vendor side for T-Mobile.

STATE OF NORTH CAROLINA

WATER TOWER ATTACHMENT LEASE

COUNTY OF WAYNE

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

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

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

1. Site. Landlord hereby grants to Tenant a lease to (a) install, maintain, operate and remove Tenant's wireless communications equipment and appurtenances on a water tower owned by Landlord ("Tower"), including antennas on a "Corral" to be constructed by Tenant located atop of the Tower ("Tower Space"), which is located on certain real property owned by Landlord more particularly described in Exhibit "A" attached hereto ("Property"); and (b) to install, maintain, operate and remove Tenant's equipment cabinet or compound and related devices owned or leased by Tenant on a One Hundred Twenty (120) square foot portion of the Property at a location depicted on Exhibit "A-1" attached hereto ("Ground Space") (the Tower Space and the Ground Space shall hereinafter sometimes be referred to collectively as the "Site"). In no event will the Sites include the air space above Tenant's equipment that is situated on the Ground Space, and Landlord reserves the right to install or construct additional improvements above such Ground Space equipment, provided that such additional improvements do not interfere with the access to and operation of Tenant's equipment. Interference of Tenant's operations, as herein defined, is the blockage, hindrance or impairment of the transmission or receipt of communications signals of Tenant's communications facilities or Tenant's inability to access the site for its installation, maintenance and repair..

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

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

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

4. Use. Tenant may use the Site for the receipt and transmission of wireless communications signals (such transmission and reception to be solely within the spectrum licensed to Tenant or T-Mobile License LLC;T-Mobile South LLC; SunCom Wireless Property Company, L.L.C.; SunCom Wireless License Company, LLC; T-Mobile USA, Inc; and Metro PCS ; MetroPCS Georgia, LLC ("Affiliates") by the Federal Communications Commission ("FCC")). The use granted to Tenant by this Lease shall be nonexclusive and limited in strict accordance with the terms of this Lease. The parties acknowledge and agree that Tenant's "Equipment" (as defined in paragraph 9(c)) at the Site shall be solely for its own use and that of its current Affiliates under no circumstances shall such use be shared with, or such Equipment otherwise be used by or for the benefit of (whether directly or indirectly) any other person or entity. The Equipment shall be utilized by Tenant and/or Tenant's current Affiliates solely for services to be provided to Tenant's "End User". For the purposes hereof, End Users shall mean any person or entity that subscribes to Tenant's or Tenant's current Affiliates' services and does not resell such services to, or otherwise make such service available to, others, except in accordance with industry standard roaming agreements. The parties agree that use is limited to

Tenant and Tenant's current Affiliates, if another telecommunications provider later is purchased by Tenant, Tenant's current Affiliates, and/or Tenant's Parent Company or if Tenant, Tenant's current Affiliates, and/or Tenant's Parent Company are acquired by or merged with any other telecommunications companies or a company holding an ownership interest in any other telecommunications companies, Landlord approval shall be required for any additional wireless communications carriers to use the site and Landlord in Landlord's sole discretion may require said provider to enter into a separate lease agreement or to charge additional rental fees under this lease agreement for allowing the use of the premises by said provider. It is understood that no additional rent or charges will be incurred by Tenant due to Tenants roaming agreements, standard in the industry. Nor shall any extra charge be made due to an intracompany restructuring of Affiliates in which there has been no merger or acquisition as referenced herein. Landlord shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Landlord but such usage by Landlord or other tenants or lessees shall not interfere with Tenant's rights under this Lease. Tenant shall have the right to terminate the Lease with written notice to Landlord if Tenant experiences performance problems for any reason which makes the Site infeasible or unacceptable for continued operation or if the Site becomes unacceptable for economic reasons, or unacceptable under its design or engineering specifications. In the event Tenant terminates this Lease in accordance with this section 4 above, Tenant shall pay Landlord 3 months' rent at the then current rate.

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

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

7. Consideration. (a) Base Fee. Tenant shall pay annually to Landlord (or to such other person, firm or place as Landlord may, from time to time designate in writing) as consideration for this Lease the annual amount of Twenty Six Thousand Four Hundred and no/100 dollars ($26,400.00) (the "Base Fee") to be paid annually during the first five years of the term, in advance, within twenty (20) days of the Commencement Date and on each successive anniversary thereof. The Base Fee shall increase each year on the anniversary of each Lease Year by an amount equal to three percent (3%) over the Base Fee payable for the immediately preceding Lease Year. The Base Fee shall be due without set-off notice or demand from Landlord to Tenant. Any Base Fee or other sum not received by Landlord, or its designee, on time after fifteen (15) days' notice to Tenant shall be subject to a late charge of four percent (4%) of the amount which is overdue to compensate Landlord for the estimated additional administrative expense incurred as a result of such late payment. (b) Taxes. If at any time during the Initial Term or any Renewal Term or extension thereof a tax or excise on Base Fee, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) is levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this Lease or the Base Fee or other charges

reserved or paid hereunder, as a substitute in whole or in part, or in addition to the general taxes described herein directly attributable to Tenant's equipment or this Lease, Tenant agrees to pay to Landlord, or its designee, upon demand, and in addition to the Base Fee and other charges prescribed in this License, the amount of such tax or excise. In the event such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. (c) Any Base Fee or other payment made by Tenant shall contain a notation of the Landlord site name applicable to this Lease, which site name is Harris Street Water Tower and shall be mailed to City of Goldsboro, Finance Department, P.O. Drawer A, Goldsboro, North Carolina 27533. Landlord will provide Tenant with a completed IRS Form W-9 upon Tenant's reasonable request.

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

9. Improvements by Tenant. (a) Installation and Construction. Tenant shall use the Site for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of (without limitation) such air conditioned buildings or shelters as are necessary to house telecommunications equipment, standby emergency generator, antennas at a sufficient height, as determined by appurtenances, or a security fence of chain link or comparable construction that shall be placed around the perimeter of the Ground Space, (collectively, the "Communications Facility"). All improvements to the Site necessary for Tenant's use shall be made at Tenant's expense. Tenant shall build a "Corral" on the Tower which shall have space for two or three additional cellular carriers. Additional cellular carriers shall negotiate with Landlord on an agreement for leased space; Tenant may charge any additional carrier a proportional cost of "Corral" construction to co-locate on said premises. Any structure attached to the Tower must be attached in such a way so as to prevent the cable from contacting the external painted portions of the Tower to minimize corrosion and to allow for maintenance painting. Tenant will be responsible to repair damaged paint on the interior and exterior of the Tower which occurs during installation of the "Corral" and shall warrant and repair any such painting for a period of 5 years. Tenant shall provide Landlord with a single point of contact for all Tenant's administration, construction, and construction sequencing. Any costs associated with said contact shall be bourne by Tenant. (b) Plans and Structural Analysis. (i) Prior to the commencement of any construction or installation on the Site, Tenant shall furnish, for review and approval by Landlord, which approval shall not be

unreasonably withheld, conditioned or delayed plans and specifications for such construction or installation of the improvements and Tenant shall not commence the construction or installation on the Site until such time as Tenant has received written approval of the plans and specifications from Landlord. Tenant shall be responsible for paying for any such improvements. (ii) Prior to the commencement of any construction or installation on the Site, Landlord shall conduct, at Tenant's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's antennas, cabling and appurtenances (the "Structural Analysis"). Tenant shall provide a purchase order to Landlord for such Structural Analysis and shall pay Landlord in advance to order said Structural Analysis. In the event of any subsequent modification of the Equipment on the Tower, excluding maintenance and repair of the Equipment as part of Tenant's maintenance practices, then prior to such modification Landlord may, at its option, conduct, at Tenant's sole cost and expense, an additional Structural Analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's new antennas, cabling and appurtenances and Tenant shall provide a purchase order to Landlord for the additional Structural Analysis and shall pay Landlord in the same manner as provided herein. (iii) Tenant shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Site. Copies of the building permit issued to Tenant shall be provided to Landlord. (iv) Tenant shall use a construction firm approved by Landlord for any construction activities to be conducted by Tenant on the Property and the Easement and the installation of Tenant's Equipment on the Tower. (v) If in the Landlord's reasonable judgment, the installation of additional communication equipment represents a material change in the approved use of the Site, Landlord may renegotiate the Rent (as defined above) due from the Tenant as a condition of such approval. Notwithstanding the foregoing, however, Tenant shall have the right to conduct any repair or replacement of its equipment that is of a "like-kind" or substantially similar in nature without first obtaining Landlord's approval. Landlord shall select and approve an independent inspector to inspect all improvements, including but not limited to the construction of the cellular "Corral" and painting of the tower and said "Corral". All costs for the independent inspector shall by bourne by Tenant. (vi) If at any time Tenant determines that subsurface boring tests are necessary, Tenant will obtain Landlord's prior written approval of such tests. (c) Equipment. Tenant's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Tenant, which Tenant anticipates shall be located by Tenant on the Site, is more particularly described on Tenant's co-location application, a copy of which is attached hereto as Exhibit "C" ("Equipment"). Landlord hereby grants Tenant reasonable access, as described in paragraph 2 above, to the Tower and the Site for the purpose of installing and maintaining the Equipment and appurtenances. Except as otherwise provided, Tenant shall be responsible for all site work to be done on the Site pursuant to this Lease. Tenant shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Tenant shall not construct or install any equipment or improvements on the Site other than which are described in Exhibit "C" or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Landlord which consent may be withheld by Landlord if said alteration would result in interference with Landlords SCADA System. The Equipment shall remain Tenant's exclusive personal property throughout the term of this Lease. Tenant shall have the right to remove all

Equipment at Tenant's sole expense on or before the expiration or earlier termination of the License; provided Tenant repairs any damage to the Property or the Tower caused by such removal. If Tenant does not remove the Equipment on or prior to the expiration or termination of this Lease, Tenant shall remove such Equipment within a reasonable period thereafter provided Tenant pays to Landlord the then existing Base Fee, pro-rated on a monthly basis until such time as the removal is complete. If Tenant does not remove its Equipment within one hundred twenty (120) days after the expiration or termination of this Lease the Equipment shall be deemed conclusively and absolutely abandoned by Tenant and Landlord shall have the right to remove the Equipment at Tenant's sole expense and dispose of such Equipment in any manner Landlord so elects, and Tenant shall reimburse Landlord for such expenses upon demand without off-set. If Landlord removes the Equipment pursuant to the foregoing sentence, Landlord shall not be responsible for any damage to the Equipment during or subsequent to the removal thereof. At Landlord's option, upon termination of this Lease and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence on the Site to become the property of Landlord. (d) Compliance with Governmental Rules. All work performed by Tenant or Tenant's employees, contractors or agents shall be in a good and workmanlike manner. Landlord shall be entitled to require strict compliance with the plans and specifications approved by Landlord pursuant to paragraph 9(a), including specifications for the grounding of the Equipment. All construction, installations and operations in connection with this Lease by Tenant shall meet with all applicable rules and regulations of the FCC, FAA and any other federal agency and all applicable codes and regulations of the city, county, and state having jurisdiction. Landlord assumes no responsibility for the licensing, operation or maintenance of the Equipment. Tenant covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Landlord or existing Tenants on the Tower. (e) Post-Construction Drawings. Tenant shall, within thirty (30) days following the installation of its Equipment, provide Landlord with post-construction drawings in accordance with Landlord's standard specifications for the installation of the Equipment (which specifications are subject to change from time to time), satisfactory to Landlord and verifying the antenna RAD centers. In the event Tenant fails to provide such drawings within said time period then Landlord has a contractual right as Tenant's agent for this limited purpose to order such drawings and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs. (f) Completion of Installation. Within thirty (30) days following the completion of installation of the Equipment on the Site, Tenant shall dispose of any remaining construction material brought onto the Site by Tenant and/or its employees, agents, consultants or contractors. In the event Tenant fails to dispose of the remaining construction material from the Site within such time period, Landlord shall remove said material and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs.

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

connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Equipment set forth herein.

11. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership or operation of the Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Tenant shall reimburse Landlord, or its designee, for any increases in real property taxes which are assessed as a direct result of Tenant's improvements to the Site. As a condition of Tenant's obligation to pay such tax increases, Landlord shall provide to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating the increase is due to Tenant's improvements. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 11.

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

13. Maintenance and Repairs. (a) Tenant shall perform all repairs necessary or appropriate to the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and tenable condition, reasonable wear and tear excepted. (b) Damage to the Tower or the equipment or improvements of Landlord or others located on the Property or the Tower, which results from the acts or omissions of Tenant shall be repaired by Tenant at Tenant's cost and expense, or at the option of Landlord and with prior written notice to Tenant,

Tenant shall reimburse Landlord for the actual reasonable costs incurred as evidenced by adequate documentation by Landlord in repairing such damage or replacing such equipment or improvements. (c) Prior to the painting of the tower or commencement of regularly scheduled maintenance to the Tower that will require removal or relocation of any of Tenant's equipment on the Site, Landlord shall provide Tenant at least one hundred eighty (180) days advance notice to remove antennas, cables and related equipment from the Tower as required to complete maintenance work. To the extent allowed by law, Landlord shall provide Tenant at least seven (7) days advance notice to remove antennas, cables and related equipment from the Tower as required to allow Landlord to perform emergency maintenance and repairs or other maintenance that is not regularly scheduled on the Tower. The removal of said equipment shall be at Landlord's sole expense. To the extent permitted by law and subject to the availability of adequate unused ground space on the Property to allow installation, placement, and use of such a facility, Tenant shall have the right to install a temporary "Cell on Wheels" ("COW") at a location on the Property mutually agreed upon by both parties in the event of the Tower removal, repair, replacement, maintenance or a catastrophic event. The existing Lease terms and conditions would be maintained during the COW installation until maintenance or replacement of the Tower is complete or until Tenant can find an alternative permanent structure. Notwithstanding the above, no automatic renewal provision of this Lease, including but not limited to those expressed in paragraph 6, shall extend the term if either a COW is in use on the site pursuant to the terms of this section or if the Tower has been removed or destroyed and this Lease shall expire at the completion of the existing Term.

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

15. Bird Control Measures. Landlord and Tenant acknowledge the close proximity of the Site to Seymour Johnson Air Force Base and agree that in the event that birds begin to roost or perch upon the Site creating issues for the flights and operations conducted at Seymour Johnson Air Force Base, that Tenant shall be responsible to purchase three (3) bird effigies and place on the water tank corral as a bird deterrent and will at its sole cost and expense replace as needed during the duration of the lease. However should a new tenant and or tenants lease space on the tank it would then be a share cost divided equally among the new tenants. If the parties are unable to satisfactorily prevent the roosting and/or perching of said birds upon the Corral Mount, Landlord may in its sole discretion terminate this Lease.

16. Mechanics' Liens. Tenant shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Site or any part thereof. Landlord shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect Landlord against liability for all such liens and encumbrances. Tenant shall give Landlord written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or

removal of materials on the Site. Landlord shall assume no liability for the payment of materials or labor which accrue in the installation of Tenant's improvements upon the Site and no mechanics' or materialmen's lien for Tenant's improvements shall attach to the interest of Landlord in the Site.

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

18. Financing Agreement. Tenant may, upon written notice to Landlord, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Landlord.

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

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

obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

21. Insurance. (a) Tenant shall carry during the term of this Lease and until all Equipment is removed from the Site, at Tenant's own cost and expense, the following insurance: (i) Special Form Causes of Loss with Replacement Value coverage of Tenant's Equipment and its personal property located on the Property; (ii) commercial general liability insurance with a Commercial General Liability Endorsement having a minimum limit of liability of Five Million Dollars ($5,000,000) per occurrence, with a combined limit for bodily injury and/or property damage together with an endorsement for contractual liability for any one occurrence such limit may be satisfied by a combination of primary and umbrella policies; (iii) Workers' Compensation Insurance statutory limits and in accordance with applicable state law; (iv) Vehicle Liability Insurance for owned, non-owned and hired vehicles, with a combined limit of One Million Dollars ($1,000,000) per accident for bodily injury and property damage; and (v) excess/umbrella, coverage of Three Million Dollars ($3,000,000). (b) Tenant shall name Landlord as an additional insured under Tenant's liability policy, and Tenant shall agree to give at least thirty (30) days written notice of termination or cancelation of policy to Landlord. A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Landlord within thirty (30) days from the execution of this Lease and before the expiration of any term of such insurance from an insurance company authorized to do business in the State of North Carolina. (c) Landlord agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Landlord and which are in amounts of Two Million Dollars (2,000,000.00) which is consistent with industry practices for the business in which Landlord is engaged. Landlord shall have the right to self insure. (d) Tenant and Landlord shall require their respective contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

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

23. Destruction or Condemnation. (a) Destruction. In the event the Tower or other portions of the Site are destroyed or so damaged so as to materially interfere with Tenant's use and occupancy thereof, Landlord or Tenant shall be entitled to elect to cancel and terminate this Lease effective on the date of destruction of that portion of the Site and any unearned Base Fee paid in advance of such date shall be refunded by Landlord to Tenant within thirty (30) days of the termination date of this License. Notwithstanding the foregoing, Landlord may elect to restore the Site if it can be restored within 90 days, in which case Tenant and Landlord shall

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

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

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

Default By Landlord If Landlord fails to comply with any non-monetary provision of this Lease, then Tenant shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the Landlord shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure

are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 12 hereof.

25. Remedies. In the event of a default by Tenant under the terms of paragraph 24 of this Lease and after the Tenant's failure to cure such default within the time, if such cure period is provided, then Landlord may, in addition to all other rights or remedies Landlord may have hereunder at law or in equity, (a) terminate this Lease by giving written notice to the Tenant stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Base Fees which would have otherwise been due Landlord absent a breach of the Lease by Tenant and (b) terminate electrical power to the Equipment at Tenant's expense. If Tenant does not remove said equipment within one hundred twenty (120) days of said termination, Landlord may remove the Equipment without being deemed liable for trespass or conversion and store the same at Tenant's sole cost and expense for a period of thirty (30) days after which the Equipment will be deemed abandoned if not claimed by Tenant. Tenant shall not be permitted to claim such Equipment until Landlord had been reimbursed for the cost of removal.

26. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

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

Tenant:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. 5GK0050A

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

Send Payments to:
City of Goldsboro
Attn: Finance Department
P.O. Drawer 10809
Goldsboro, N.C. 27533

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

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

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

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

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

consent. Landlord may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License.

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

32. Rules. Landlord may, from time to time, establish reasonable non-discriminatory rules relating to the Site. Tenant agrees to comply with such rules after being given a copy. Such rules shall not impede Tenant's access rights or operations described elsewhere in this Lease.

33. Miscellaneous. (a) This Lease shall be deemed executed in the State of North Carolina regardless of the actual place of signature or the actual place of performance. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina and any suit to enforce rights under this Lease shall be tried in the State Courts located in Wayne County, North Carolina. (b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party. (f) This Lease shall become valid and binding only upon Landlord's execution by its duly authorized representative. (g) Landlord reserves the right to survey the Easement and/or the Property or portion thereof, and the legal description of the Easement and/or Property on the survey obtained by Landlord shall then become Exhibit "D", after approval by Tenant which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" and/or Exhibit "B". (h) The headings, captions and numbers in this Lease are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease. (i) Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. (j) This Lease may be executed in several counterparts each of which shall constitute an original and all of which shall constitute the same agreement.

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

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

LANDLORD: City of Goldsboro, a North Carolina Municipal Corporation

By: _____

Printed: Scott A. Stevens, City Manager

Date: 1-10-17

TENANT: T-Mobile South LLC, a Delaware limited liability company

By: _____

Printed: Todd Wheeler, Area Director, Network Engineering & Operations

Date: 12/30/16

T-Mobile Legal Approval By:

_____

strument has been preaudited in the
required by the Local Government
and Fiscal Control Act."
(Signature of Finance Officer)

Kaye Scott

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

Exhibit "A" Area Owned by Landlord

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

Exhibit "B". Legal Description of Easement (may be supplied at a later date)

Exhibit "C". Co-location Application

Exhibit A
Landlord Property

LEGAL DESCRIPTION

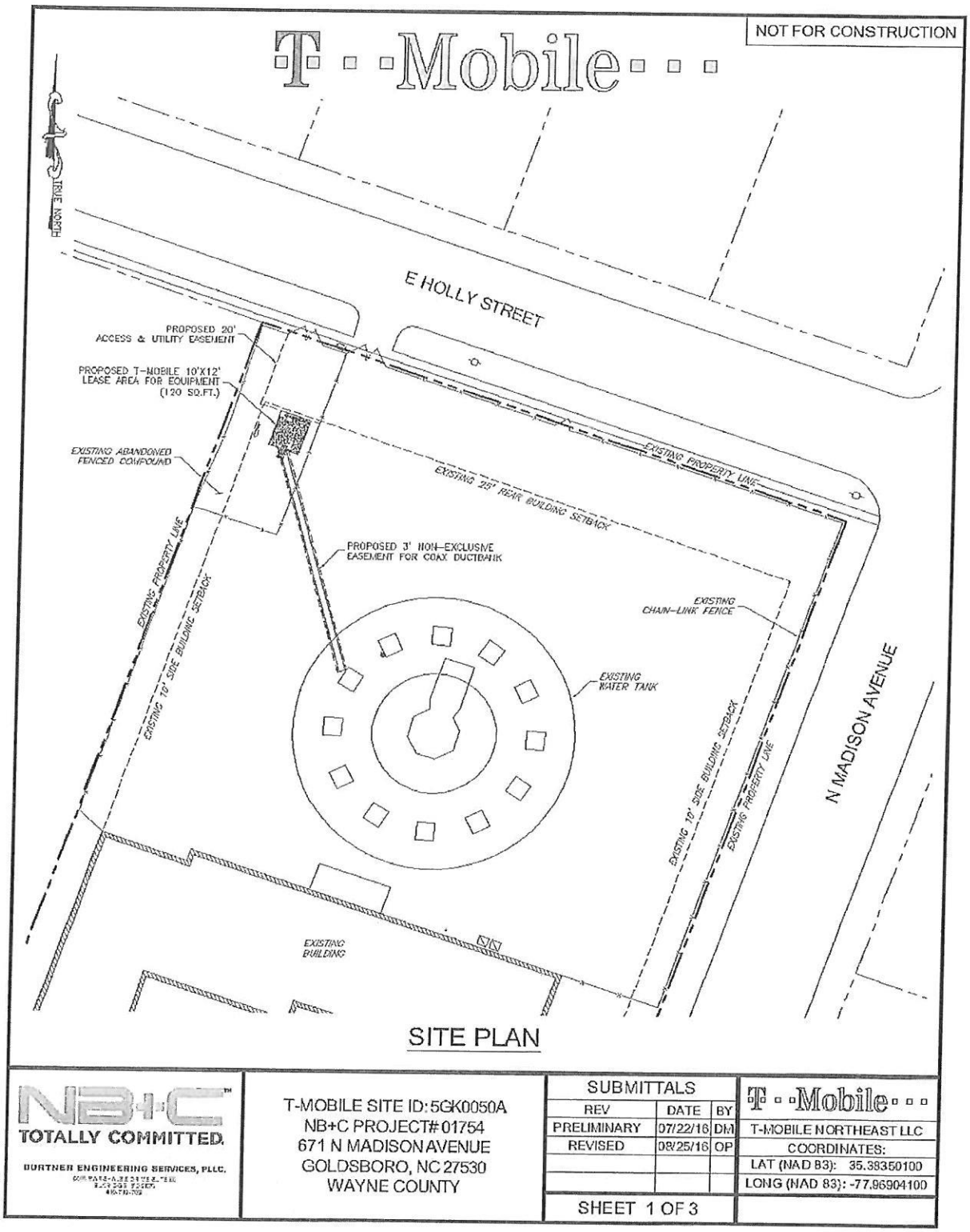
Property located in Wayne, NC

BEING a 200' by 420.19 rectangular tract of land, located in the City of Goldsboro, N.C., bounded on the North by Holly Street, on the South by Beech Street, on the East by Madison Street and on the West by Tract "B" as shown on plat recorded in Book 5, Page 175, also on plat recorded in Plat Cabinet D, Slide 75 in the Wayne County Registry.

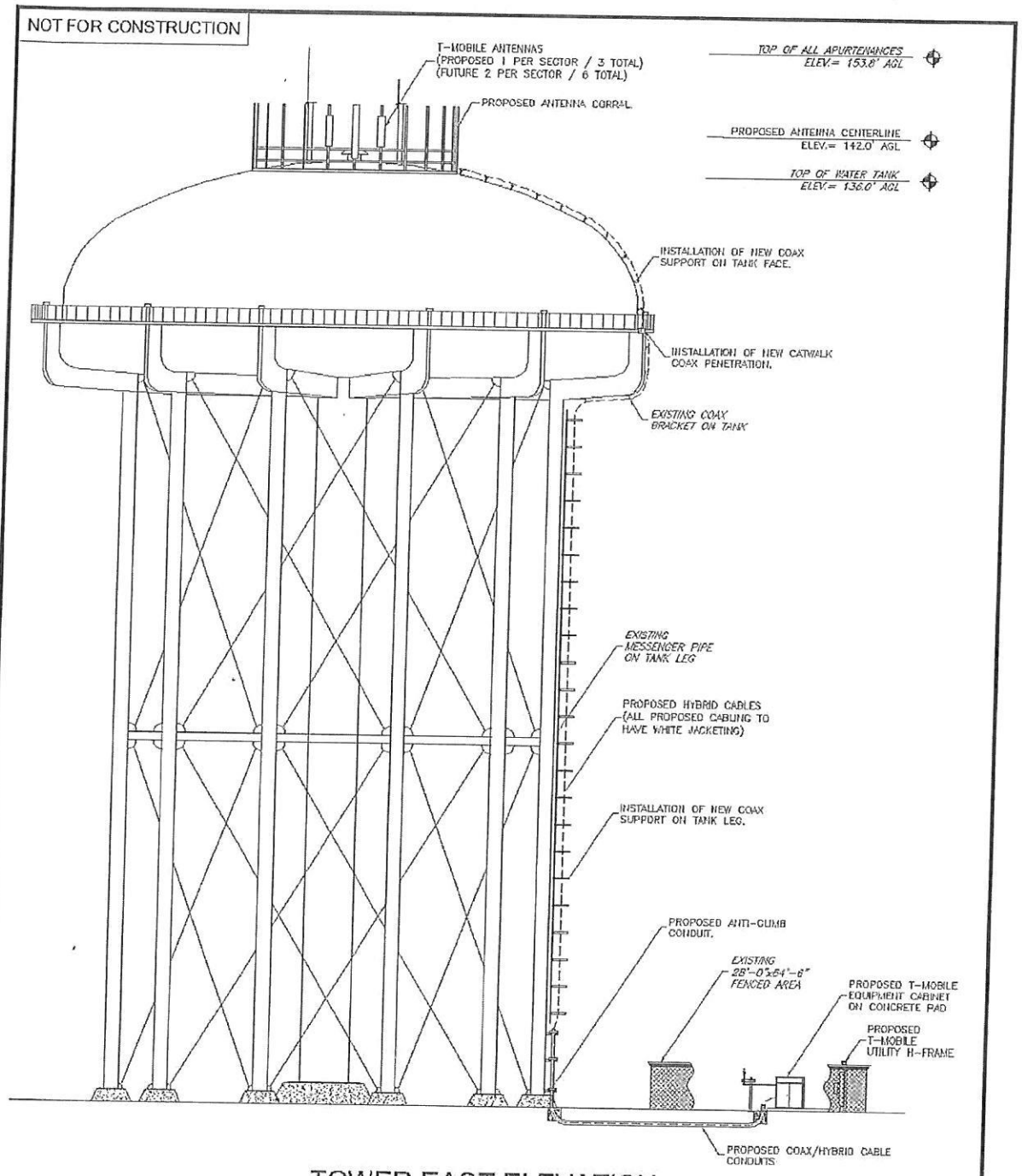
AND BEING a portion of the same property conveyed to the City of Goldsboro, a municipal corporation from Joe A. Parker and wife, Eunice G. Parker by Deed dated April 30, 1924 and recorded May 07, 1924 in Deed Book 169, Page 319.

Tax Parcel No. 3509752919

Exhibit A-1
Site lay out and Elevation
(Page 1 of 3)



Site Number:5GK0050A
Site Name Goldsboro Water Tank
Market: Carolinas



TOWER EAST ELEVATION

NB+C
TOTALLY COMMITTED.
BURTNER ENGINEERING SERVICES, PLLC.

T-MOBILE SITE ID: 5GK0050A
NB+C PROJECT# 01754
671 N MADISON AVENUE
GOLDSBORO, NC 27530
WAYNE COUNTY

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	07/22/16	DM
REVISED	08/25/16	OP

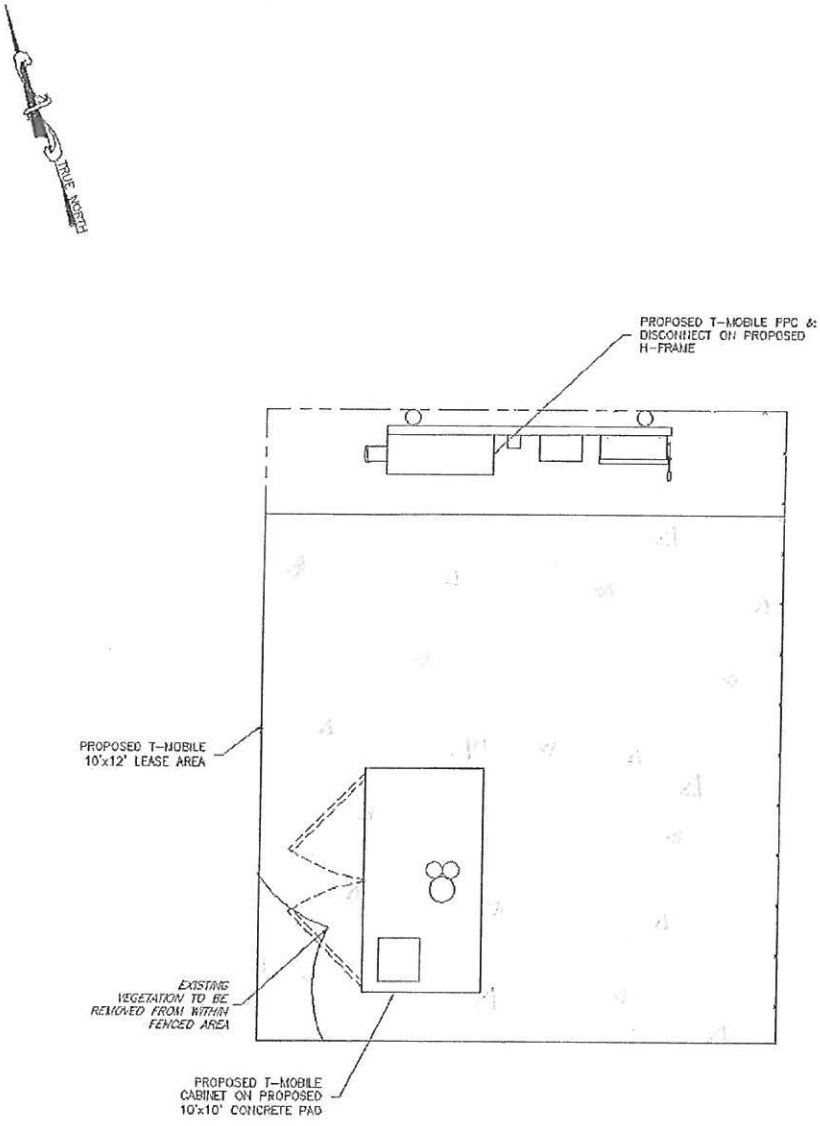
SHEET 2 OF 3

T-Mobile

T-MOBILE NORTHEAST LLC
COORDINATES:
LAT (NAD 83): 35.38350100
LONG (NAD 83): -77.96904100

Site Number:5GK0050A
Site Name Goldsboro Water Tank
Market: Carolinas

NOT FOR CONSTRUCTION



COMPOUND PLAN

NB+C TOTALLY COMMITTED. BURTNER ENGINEERING SERVICES, PLLC.	T-MOBILE SITE ID: 5GK0050A NB+C PROJECT# 01754 671 N MADISON AVENUE GOLDSBORO, NC 27530 WAYNE COUNTY	SUBMITTALS REV / DATE / BY PRELIMINARY 07/22/16 DM REVISED 08/25/16 OP SHEET 3 OF 3
		T-Mobile T-MOBILE NORTHEAST LLC COORDINATES: LAT (NAD 83): 35.38350100 LONG (NAD 83): -77.96904100

Site Number:5GK0050A
Site Name Goldsboro Water Tank
Market: Carolinas

Exhibit B
Description of Easements

LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GOLDSBORO, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE PROPERTY OF THE CITY OF GOLDSBORO, PARCEL ID 3509752919, THENCE FROM SAID NORTHWEST PROPERTY CORNER S71°34'46"E, 9.40' TO THE POINT AND PLACE OF BEGINNING OF A PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT; THENCE S71°34'46"E, 20.00' TO A POINT; THENCE S18°25'14"W 26.00' TO A POINT; THENCE N71°34'46"W 20.00' TO A POINT; THENCE N18°25'14"E A DISTANCE OF 26.00' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 520 SQUARE FEET, OR 0.012 ACRES, MORE OR LESS.

EXHIBIT C
COLOCATION APPLICATION

Site Name :	Goldsboro Water Tank		
Site Number :	5GK0050		
Site Information			
Site Address:	0 Beech St (Pin # 3509752919)	County:	Wayne
		Lat. / Long:	35 23 00.65 -77 58 09.03
Existing Structure Type:	Water Tank	Existing Structure Height:	136'
Tenant Information			
Company Name:	T-Mobile South LLC		
Company Address:	12920 SE 38th Street, Bellevue, WA 98006		
Antennas			
	Sector 1	Sector 2	Sector 3
Desired Rad Center (Feet AGL)	142'	142'	142'
Antenna Quantity	1 Proposed and 2 Future	1 Proposed and 2 Future	1 Proposed and 2 Future
Antenna Manufacturer	Ericsson	Ericsson	Ericsson
Antenna Model	Proposed=KRD901146/1Air 32 Future = TBD	Proposed=KRD901146/1Air 32 Future = TBD	Proposed=KRD901146/1Air 32 Future = TBD
Weight (per antenna)	132.2	132.2	132.2
Antenna Dimensions (L x W x D)	56.6"x12.0"x8.7"	56.6"x12.0"x8.7"	56.6"x12.0"x8.7"
Transmit Frequency (Tx)			
Receive Frequency (Rx)			
# of Coax/Cable Lines	1	1	1
Coax/Cable Manufacturer	Ericsson	Ericsson	Ericsson
Coax/Cable Model	6x12 HCS 6AWG Hybrid	6x12 HCS 6AWG Hybrid	6x12 HCS 6AWG Hybrid
Coax/Cable Diameter	1 5/8	1 5/8	1 5/8
Equipment Information:		Power Requirements	
Manufacturer:	Ericsson	VAC:	240
Model Number:	6102	Phase:	Single
Max. Transmit Power:	33.8 Watts	Amps :	200
ERP/ EIRP (Watts):	300 Watts		
Shelter / Cabinets:	Cabinets		
Lease Space: Dimensions	10'x12'		
Pad Dimensions if applicable:	10'x12'		
Comments:			

Prepared by and return to:
USCOC of Greater North Carolina, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Arrington
Site Number: 556745
County: Wayne
State: North Carolina

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between CITY OF GOLDSBORO, North Carolina municipal corporation, whose address is 200 N. Center Street Goldsboro North Carolina 27530, hereinafter referred to as "Landlord", and USCOC of Greater North Carolina, LLC, a Delaware limited liability company,, whose address is Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Water Tank Attachement Lease, entered into on the 21 of September, 2015, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Registry of Deeds for Wayne County, State of North Carolina.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years commencing on the date that Tenant begins construction. The Lease provides for renewal terms that may extend the term of the lease for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

2. The Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

3. This Memorandum of Leases is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: CITY OF GOLDSBORO, NORTH CAROLINA

By: _____

Printed: Scott A. Stevens

Title: City Manager

Date: 9-21-15

TENANT: USCOC OF GREATER NORTH CAROLINA, LLC

By: _____

Printed: TOM S. Weber

Title: ~~Manager~~ Vice President

Date: 8-10-15

[END OF MEMORANDUM – SIGNATURE PAGE TO FOLLOW]

STATE OF NORTH CAROLINA)
)
COUNTY OF WAYNE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Scott Stevens, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, signed the said Memorandum as their free and voluntary act on behalf of City of Goldsboro, for the uses and purposes therein stated.

Given under my hand and seal this 21st day of September, 2015.

LAURA GETZ NOTARY PUBLIC WAYNE COUNTY, NC

Laura Getz
Notary Public
My commission expires 1-30-18

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Tom Weber, Manager for USCOC of Greater North Carolina, LLC known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 10th day of August, 2015.

OFFICIAL SEAL
MAGDALENA RAMOS
Notary Public - State of Illinois
My Commission Expires May 28, 2018

Notary Public
My commission expires 5.28.18

EXHIBIT A

Legal Description of Premises

LEGAL DESCRIPTION FOR 20' WIDE SECURE INGRESS-EGRESS & UTILITY EASEMENT:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street the POINT OF BEGINNING; thence from said point of beginning and leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point; thence N 82-19-16 W, 35.00 feet to a point; thence N 07-40-44 E, 163.13 feet to a point located on the southern right of way of Harris Street; thence running along the southern right of way of Harris Street S 82-13-11 E, 20.00 feet to the point of beginning containing 0.082 acres.

LEGAL DESCRIPTION FOR SECURE AREA EASEMENT FOR EQUIPMENT SHELTER:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point the POINT OF BEGINNING; thence from said point of beginning S 07-40-44 W, 35.03 feet to a point; thence N 82-16-05 W, 35.00 feet to a point; thence N 07-40-44 E, 35.00 feet to a point; thence S 82-19-16 E, 35.00 feet to the point of beginning containing 0.028 acres.

LEGAL DESCRIPTION FOR 10' WIDE EASEMENT AREA FOR WAVE GUIDE

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 31.31 feet to a point the POINT OF BEGINNING; thence from said point of beginning N 56-03-14 E, 74.45 feet to a point; thence S 33-56-46 E, 10.00 feet to a point; thence S 56-03-14 W, 83.33 feet to a point; thence N 07-40-44 E, 13.38 feet to the point of beginning containing 0.018 acres.

EXHIBIT A (continued)

LEGAL DESCRIPTION FOR 13' X 25' LEASE AREA FOR EQUIPMENT SHELTER:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point; thence S 57-26-33 W, 8.51 feet to an iron pipe set the POINT OF BEGINNING; thence from said point of beginning S 07-40-44 W, 25.00 feet to an iron pipe set; thence N 82-19-16 W, 13.00 feet to an iron pipe set; thence N 07-40-44 E, 25.00 feet to an iron pipe set; thence S 82-19-16 E, 13.00 feet to the point of beginning containing 0.007 acres.

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

Exhibit "A" Area Owned by Landlord

Exhibit "A-1" Site Layout Plan and Tower Elevation Drawings
Exhibit "B". Legal Description and Survey of the Property and Easement (may be supplied at a later date)

Exhibit "C". Co-location Application

EXHIBIT "A": AREA OWNED BY LANDLORD

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

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

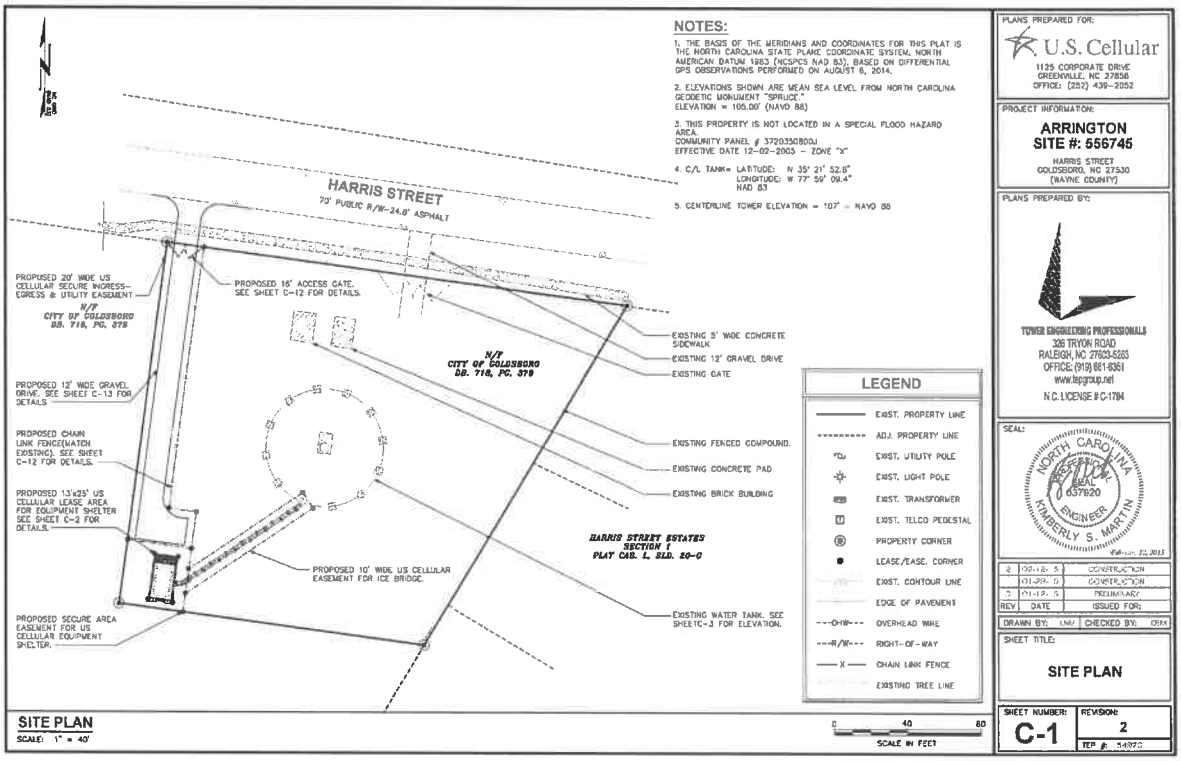
See Attached

Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank

Landlord Property

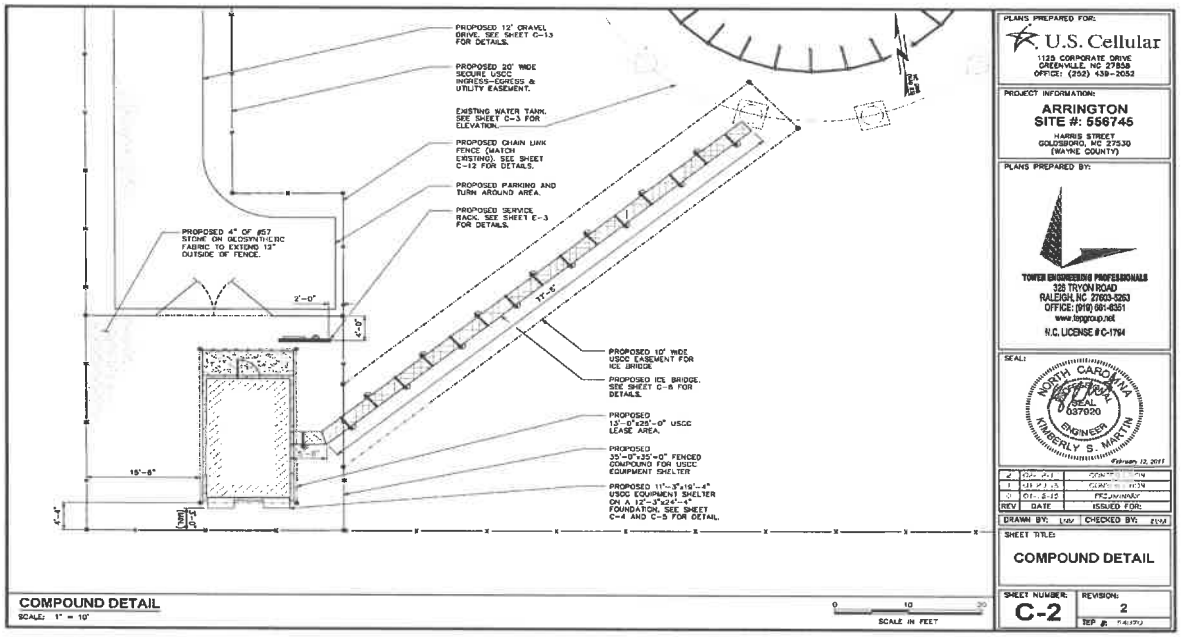


Tenant Site Name: Arrington

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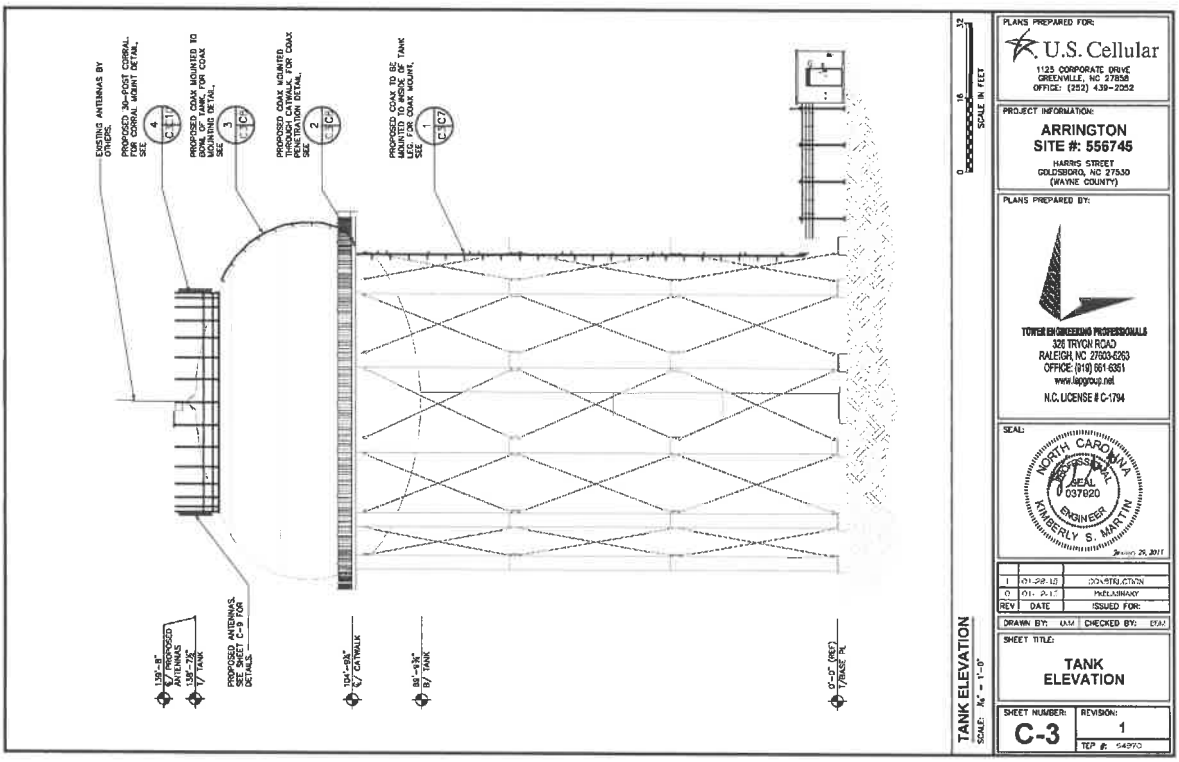
Exhibit A-1
Site lay out and Elevation



Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank



Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank

Exhibit B
Description of Easements

LEGAL DESCRIPTION FOR PROPOSED 20' WIDE SECURE INGRESS-EGRESS & UTILITY EASEMENT:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street the POINT OF BEGINNING; thence from said point of beginning and leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point; thence N 82-19-16 W, 35.00 feet to a point; thence N 07-40-44 E, 163.13 feet to a point located on the southern right of way of Harris Street; thence running along the southern right of way of Harris Street S 82-13-11 E, 20.00 feet to the point of beginning containing 0.082 acres.

LEGAL DESCRIPTION FOR PROPOSED SECURE AREA EASEMENT FOR EQUIPMENT SHELTER:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point the POINT OF BEGINNING; thence from said point of beginning S 07-40-44 W, 35.03 feet to a point; thence N 82-16-05 W, 35.00 feet to a point; thence N 07-40-44 E, 35.00 feet to a point; thence S 82-19-16 E, 35.00 feet to the point of beginning containing 0.028 acres.

LEGAL DESCRIPTION FOR PROPOSED 10' WIDE EASEMENT AREA FOR WAVE GUIDE

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 31.31 feet to a point the POINT OF BEGINNING; thence from
said point of beginning N 56-03-14 E, 74.45 feet to a point; thence S 33-56-46 E, 10.00 feet to a point; thence S 56-03-14 W, 83.33 feet to a point; thence N 07-40-44 E, 13.38 feet to the point of beginning containing 0.018 acres.

LEGAL DESCRIPTION FOR PROPOSED 13' X 25' LEASE AREA FOR EQUIPMENT SHELTER:

Beginning at an existing concrete monument located on the southern right of way of Harris Street said existing concrete monument also located at the northeast corner of the property belonging to the City of Goldsboro as recorded in Deed Book 718, Page 379, Wayne County Registry; thence running along the southern right of way of Harris Street N 82-13-11 W, 232.40 feet to a point located on the southern right of way of Harris Street; thence leaving the southern right of way of Harris Street S 07-40-44 W, 143.10 feet to a point; thence S 82-19-16 E, 15.00 feet to a point; thence S 07-40-44 W, 20.00 feet to a point; thence S 57-26-33 W, 8.51 feet to an iron pipe set the POINT OF BEGINNING; thence from said point of

beginning S 07-40-44 W, 25.00 feet to an iron pipe set; thence N 82-19-16 W, 13.00 feet to an iron pipe set; thence N 07-40-44 E, 25.00 feet to an iron pipe set; thence S 82-19-16 E, 13.00 feet to the point of beginning containing 0.007 acres.

EXHIBIT C
COLOCATION APPLICATION

COLLOCATION APPLICATION										
*APPLICATION TYPE	New Collocation			Collocation Application Instructions						
ATC SALES REPRESENTATIVE	Randy Guthrie			PHONE NUMBER	-910					
APM (Asst. Project Manager)				PHONE NUMBER						
OPS CONTACT / SITE SUPERVISOR				PHONE NUMBER						
DATE OF SUBMITTAL				SPECIAL PROJECT						
SITE INFORMATION										
*CUSTOMER	USCOC of Greater North Carolina, LLC.			CUSTOMER PROJECT NAME	Harris stree Water tank					
*Summary of Work to be Completed on Site (please include final configuration description)	New Installation 6 antennas, 12 lines, 2 RET lines and a prefab shelter on poured foundation with 5'x 10' gen pad									
*ATC SITE NUMBER	Harris street			*ATC SITE NAME	Harris stree Water tank					
*ADDRESS	Harris street		*CITY	Goldsboro	*COUNTY	Wayne	*STATE	NC	*ZIP	27530
*LATITUDE (dg-min-sec)	35 07' 07 26"	*LONGITUDE (dg-min-sec)	77 04' 33.74"							
*CUSTOMER SITE NUMBER	556745			CUSTOMER SITE NAME	Arrington					
FA#/CUSTOMER BILLING ID#	NA									
PROJECT CONTACT INFORMATION										
*PRIMARY CONTACT	Michael Doran			*COMPANY/ORGANIZATION	Maguire Dev Corp					
*ADDRESS	1209 E Fire Tower Rd			*CITY	Greenville					
*STATE	NC	*ZIP	27858	*PHONE	217-622-1377					
*EMAIL	mdoran@maguiredevcorp.com			ONLY COPY PRIMARY CONTACT ON ALL DELIVERABLES:	X					
DELIVERABLES TO BE SENT TO:								ALSO COPY PRIMARY CONTACT:		
COLLOCATION APPROVAL:	NAME	Michael Doran	EMAIL	mdoran@maguiredevcorp.com	PHONE	217-622-1377				
LEASE DRAFT:	NAME	Michael Doran	EMAIL	mdoran@maguiredevcorp.com	PHONE	217-622-1377				
FULLY EXECUTED AGREEMENT:	NAME	Michael Doran	EMAIL	mdoran@maguiredevcorp.com	PHONE	217-622-1377				
	COMPANY/ORG	Maguire Dev Corp								
	ADDRESS	1205 W Ieland Ave								
	CITY	Springfield	STATE	IL	ZIP	62704				
PO REQUESTS:	NAME	Ken Hardin	EMAIL	ken.hardin@uscellular.com	PHONE	865-258-2443				
NOTICE TO PROCEED (NTP):	NAME	Ken Hardin	EMAIL	ken.hardin@uscellular.com	PHONE	865-258-2443				
ADDITIONAL CONTACT INFORMATION										
	FIRM OR CONTACT NAME		**TELEPHONE**		**FAX**		**E-MAIL**			
*RF ENGINEER	Jesse		(252) 439-3048				esse.hernandez@uscellular.com			
CONSTRUCTION PM	Ken Hardin		865-258-2443				ken.hardin@uscellular.com			
ACCOUNTS PAYABLE										
OTHER										
INFORMATION TO BE INCLUDED IN LEASE										
*CUSTOMER LEGAL ENTITY NAME	USCOC of Greater North Carolina, LLC,				STATE of INCORPORATION	IL				
*SIGNATORY FIRST NAME	TBD	*MIDDLE INITIAL	TBD	*LAST NAME	TBD					
*SIGNATORY TITLE	Please leave Blank									
LEGAL NOTICE ADDRESS INFORMATION REQUIRED FOR NEW COLLOCATIONS / or if change of address required:										
*LEGAL NOTICE ADDRESS	8410 West Bryn Mawr Avenue,	CITY	Chicago	STATE	IL	ZIP	60631			
*ATTENTION: *NAME	Real Estate	*MIDDLE INITIAL		*LAST NAME		DEPT:				
*EMERGENCY CONTACT NAME	Joey Hatcher	*PHONE								
ADDITIONAL COPY NOTICE TO:										
NAME	DEPT		ADDRESS		CITY		STATE		ZIP	
NAME	DEPT		ADDRESS		CITY		STATE		ZIP	
ADDRESS FOR RENTAL PAYMENT INVOICING:										
NAME	DEPT		ADDRESS		CITY		STATE		ZIP	

Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank

GROUND SPACE REQUIREMENTS							
PRIMARY CONTIGUOUS LEASE AREA:		DIMENSIONS: L(ft) 25'	W(ft) 13	H(ft) 10'	OR Sq. ft. 325		
		Minimum space required if requested area not available:	DIMENSIONS: L(ft) 25'	W(ft) 13'	H(ft) 10'	OR Sq. ft. 325	
INSIDE ATC SHELTER		FLOOR DIMS NEEDED: L(ft)	W(ft)	H(ft)			
CUSTOMER SHELTER	X	DIMS: L(ft) 11'4	W(ft) 20'	H(ft) 8'			
PAD FOR SHELTER	X	DIMS: L(ft) 11'	W(ft) 24'				
STOOP	X	DIMS: L(ft) 4'	W(ft) 4'				
OUTDOOR CABINETS		QUANTITY OF CABINETS	DIMS: L(ft)	W(ft)	H(ft)		
PAD FOR CABINETS		DIMS: L(ft)	W(ft)				

BACKUP POWER REQUIREMENTS					
GENERATOR NOT REQUIRED:	ATC SHARED GENERATOR		SHARED GENERATOR PEAK USAGE REQUESTED (KW)		
INSIDE CUSTOMER SHELTER:	GENERATOR (to be located inside primary lease area)		GENERATOR (to be located outside primary lease area)		
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER:	DIMS: L(ft) 5'	W(ft) 10'			
MANUFACTURER	MAKE / MODEL		CAPACITY (KW)	FUEL TYPE	
PAD FOR GENERATOR	DIMS: L(ft)	W(ft)			
FUEL TANK	DIMS: L(ft)	W(ft)	TANK SIZE (gal)		
PAD FOR FUEL TANK (if required)	DIMS: L(ft)	W(ft)			
NOTES:					

FOR ATC USE / APM / SALES REPRESENTATIVE

SETBACK REQUIREMENTS NA

SECONDARY GROUND LEASE AREA REQUIREMENTS (i.e. for additional dith, antenna, etc., beyond area described above)						
Will supplementary ground space be needed to accommodate additional equipment?	Y		N	X		
If yes, please identify the dimensions for the additional area:	DIMENSIONS: L(ft)	W(ft)	H(ft)	OR Sq. ft		
	Minimum space required if requested area not available:	DIMENSIONS: L(ft)	W(ft)	H(ft)	OR Sq. ft.	
ADDITIONAL EQUIPMENT - Please describe, if other than Generator described above:		DIMS: L(ft)	W(ft)	H(ft)		
ADDITIONAL EQUIPMENT - Description		DIMS: L(ft)	W(ft)	H(ft)		
GROUND SPACE NOTES (If additional area needed beyond that indicated above, please note here):						

POWER/TELCO REQUIREMENTS						
POWER PROVIDED BY:	UTILITY COMPANY DIRECT	X	ATC PROVIDED	AVERAGE MONTHLY POWER CONSUMPTION:	KWH units	
TELCO/INTERCONNECT REQUIREMENTS	POTS		T1	MICROWAVE	FIBER OPTICS	X

TRANSMITTER SPECIFICATIONS (& RECEIVER)						
TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	Transmitter & Receiver				
QTY of TRANSMITTERS/RECEIVERS	3	6				
MANUFACTURER	Ericsson	Ericsson				
TYPE & MODEL	Metro	Ercde-B				
TYPE of TECHNOLOGY	CDMA	LTE				
TX POWER OUTPUT	20 watts	40 Watts/60 Watts				
*ERP (Watts)	400 Watts	735 Watts				
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 AMPS, 220/110V	200 AMPS, 220/110V				

NOT FOR EXECUTION

Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank

ANTENNA EQUIPMENT SPECIFICATIONS						
EQUIPMENT TYPE:	Panel	RET/RCU	Panel	Diplexer/Dual Coupler/Bias-T	RRU	
INSTALLATION STATUS	Proposed	Proposed	Proposed	Proposed	Proposed	
RAD CENTER AGL (ft)	135	135	135	135	125	
EQUIPMENT MOUNT HEIGHT (ft)	135	135	135	135	125	
EQUIPMENT MOUNT TYPE	Low Profile Platform		Low Profile Platform	Flush	Flush	
EQUIPMENT MANUFACTURER	KMW	NA	KMW	KMW	ERICSSON	
EQUIPMENT MODEL #	AM-X-CW-18-65-00T-RET	NA	AM-X-CD-17-65-00T-RET	KASCTPR82008	RRUS 11	
EQUIPMENT DIMENSIONS (HxWxD) (indicate feet or inches)	96" x 11.8" x 6"	NA	96" x 11.8" x 6"	4.64 x 4.66 x 1.66	19.68 x 16.97 x 7.16	
EQUIPMENT WEIGHT (per item, in lbs)	53 lbs	NA	59.5 lbs	1.32 lbs	52.8 lbs	
EQUIPMENT QUANTITY	3	NA	3	3	6	
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/120/240"	20/120/270	NA	20/120/270	N/A	N/A	
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1/1/1	NA	1/1/1	1/1/1	2 / 2 / 2	
TX FREQUENCY	869-894MHz	NA	869-894 / 728-740 /1970-1975 MHz	N/A	869-894 / 728-740 /1970-1975 MHz	
RX FREQUENCY	824-849MHz	NA	824-849 / 698-710 / 1890/1895 MHz	N/A	824-849 / 698-710 / 1890/1895 MHz	
Is equipment using unlicensed frequencies?	No	No	No	N/A	No	
ANTENNA GAIN	15.35 dBd, 15.35 dBd, 15.35 dBd	NA	15.35 dBd, 15.35 dBd, 15.35 dBd	N/A	N/A	
TOTAL # of LINES for equipment in column	6	1	6	N/A	N/A	
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	2 / 2 / 2	1	2 / 2 / 2			2
LINE TYPE	Coax	Control Cables	Coax			Fiber/Hybrid
LINE DIAMETER / SIZE	1 5/8"	3/8"	1 5/8"			1 5/8"
REMOVING EQUIPMENT (if applicable)	NA					
ADDITIONAL INSTALLATION NOTES:						

FOR ATC USE - APM / SALES REPRESENTATIVE													
MLA RESERVATION		MLA LICENCE OR LEASE	X	SLA		AMENDMENT TO EXISTING LEASE		REWRITE ON ATC PAPER		BTS ANCHOR TENANT			
WILL ATC BE PERFORMING AZP WORK?		YES		NO	X	IF YES, AT WHAT COST?							
PURPOSE OF APPLICATION (check all that apply).	ANTENNAS	X	COAX LINES	X	CONTRACT TERMS		DIPLEXER		FREQUENCIES	X	GENERATOR		
GENERATOR (SHARED)		OPS		GROUND SPACE	X	HEIGHT CHANGE		MICROWAVE DISH		RET/RCU/ RADIO		TTA/TMA/MHA	
INSTALLATION REQUIRED?		YES	X	NO									
CONTRACT #													
IS APPLICATION FEE REQUIRED?		YES		NO	X	AMOUNT							
IS SITE INSPECTION FEE REQUIRED?		YES	X	NO		AMOUNT.							
OTHER NON-ENGINEERING FEE REQUIRED?		YES		NO	X	AMOUNT		DESCRIPTION					
NOTES TO COLLO													

FOR ATC USE- PROJECT SPECIALIST					
IS THIS SITE SUBJECT TO RIGHT OF FIRST REFUSAL?	YES		NO		
IS THE GROUND LEASE SUBJECT TO REVENUE SHARE?	YES		NO		
ENGINEERING SERVICE	ATC REQUIRED		NOT REQUIRED BY ATC		PERFORMED AT CUSTOMER REQUEST
SSIS	ATC REQUIRED		NOT REQUIRED BY ATC		PERFORMED AT CUSTOMER REQUEST
ENVIRONMENTAL REVIEW	NO FURTHER REVIEW REQUIRED BY COLLO ENVIRO		FURTHER REVIEW REQUIRED BY COLLO ENVIRO		
IS TOWER PAINTING REQUIRED?	YES		NO		
IS TOWER LIT?	YES		NO		
IS PRE/POST AM STUDY REQUIRED?	YES		NO		
APPROVAL CONDITIONS:					
PROJECT SPECIALIST				APPROVAL DATE	

NOT FOR EXECUTION

Tenant Site Name: Arrington

Tenant Site Number: 556745

City of Goldsboro Site Name Harris St. Water Tank

STATE OF NORTH CAROLINA

WATER TOWER ATTACHMENT LEASE

COUNTY OF WAYNE

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

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

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

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

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

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

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

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

otherwise make such service available to, others, except in accordance with industry standard roaming agreements. Landlord shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Landlord. Tenant shall have the right to terminate the Lease with written notice to Landlord if Tenant experiences performance problems for any reason which makes the Site infeasible or unacceptable for continued operation or if the Site becomes unacceptable for economic reasons, or unacceptable under its design or engineering specifications. In the event Tenant terminates this Lease in accordance with this section 4 above, Tenant shall pay Landlord 3 months' rent at the then current rate

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

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

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

Goldsboro, North Carolina 27533. Landlord will provide Tenant with a completed IRS Form W-9 upon Tenant's reasonable request.

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

9. Improvements by Tenant. (a) Installation and Construction. Tenant shall use the Site for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of (without limitation) such air conditioned buildings or shelters as are necessary to house telecommunications equipment, standby emergency generator, antennas at a sufficient height, as determined by appurtenances, or a security fence of chain link or comparable construction that shall be placed around the perimeter of the Ground Space, (collectively, the "Communications Facility"). All improvements to the Site necessary for Tenant's use shall be made at Tenant's expense. Tenant shall build a "crown" on the Tower which shall have space for two or three additional cellular carriers. Additional cellular carriers shall negotiate with Landlord on an agreement for leased space; Tenant may charge any additional carrier a proportional cost of "crown" construction to co-locate on said premises. Any structure attached to the Tower must be attached in such a way so as to prevent the cable from contacting the external painted portions of the Tower to minimize corrosion and to allow for maintenance painting. Tenant will be responsible to repair damaged paint on the interior and exterior of the Tower which occurs during installation of the "crown" and shall warrant and repair any such painting for a period of 5 years. Tenant shall provide Landlord with a single point of contact for all Tenant's administration, construction, and construction sequencing. Any costs associated with said contact shall be bourne by Tenant. (b) Plans and Structural Analysis. (i) Prior to the commencement of any construction or installation on the Site, Tenant shall furnish, for review and approval by Landlord, which approval may be withheld in Landlord's reasonable discretion, plans and specifications for such construction or installation of the improvements and Tenant shall not commence the construction or installation on the Site until such time as Tenant has received written approval of the plans and specifications from Landlord. Tenant shall be responsible for paying for any such improvements. (ii) Prior to the commencement of any construction or installation on the Site, Landlord shall conduct, at Tenant's sole cost and expense, a structural analysis and wind load analysis of the Tower which

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

the then existing Base Fee, pro-rated on a monthly basis until such time as the removal is complete. If Tenant does not remove its Equipment within one hundred twenty (120) days after the expiration or termination of this Lease the Equipment shall be deemed conclusively and absolutely abandoned by Tenant and Landlord shall have the right to remove the Equipment at Tenant's sole expense and dispose of such Equipment in any manner Landlord so elects, and Tenant shall reimburse Landlord for such expenses upon demand without off-set. If Landlord removes the Equipment pursuant to the foregoing sentence, Landlord shall not be responsible for any damage to the Equipment during or subsequent to the removal thereof. At Landlord's option, upon termination of this Lease and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence on the Premises to become the property of Landlord. (d) Compliance with Governmental Rules. All work performed by Tenant or Tenant's employees, contractors or agents shall be in a good and workmanlike manner. Landlord shall be entitled to require strict compliance with the plans and specifications approved by Landlord pursuant to paragraph 8(b), including specifications for the grounding of the Equipment. All construction, installations and operations in connection with this Lease by Tenant shall meet with all applicable rules and regulations of the FCC, FAA and any other federal agency and all applicable codes and regulations of the city, county, and state having jurisdiction. Landlord assumes no responsibility for the licensing, operation or maintenance of the Equipment. Tenant covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Landlord or existing Tenants on the Tower. (e) Post-Construction Drawings. Tenant shall, within thirty (30) days following the installation of its Equipment, provide Landlord with post-construction drawings in accordance with Landlord's standard specifications for the installation of the Equipment (which specifications are subject to change from time to time), satisfactory to Landlord and verifying the antenna RAD centers. In the event Tenant fails to provide such drawings within said time period then Landlord has a contractual right as Tenant's agent for this limited purpose to order such drawings and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs. (f) Completion of Installation. Within thirty (30) days following the completion of installation of the Equipment on the Site, Tenant shall dispose of any remaining construction material brought onto the Site by Tenant and/or its employees, agents, consultants or contractors. In the event Tenant fails to dispose of the remaining construction material from the Site within such time period, Landlord shall remove said material and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs.

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

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

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

13. Maintenance and Repairs. (a) Tenant shall perform all repairs necessary or appropriate to the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and tenable condition, reasonable wear and tear excepted. (b) Damage to the Tower or the equipment or improvements of Landlord or others located on the Property or the Tower, which results from the acts or omissions of Tenant shall be repaired by Tenant at Tenant's cost and expense, or at the option of Landlord and with prior written notice to Tenant, Tenant shall reimburse Landlord for the actual costs incurred as evidenced by adequate documentation by Landlord in repairing such damage or replacing such equipment or improvements. (c) Prior to the painting of the tower or commencement of regularly scheduled maintenance to the Tower that will require removal or relocation of any of Tenant's equipment on the Site, Landlord shall provide Tenant at least one hundred eighty (180) days advance notice to remove antennas, cables and related equipment from the Tower as required to complete maintenance work. To the extent allowed by law, Landlord shall provide Tenant at least seven (7) days advance notice to remove antennas, cables and related equipment from the Tower as required to allow Landlord to perform emergency maintenance and repairs or other maintenance

that is not regularly scheduled on the Tower. The removal of said equipment shall be at Landlord's sole expense. To the extent permitted by law and subject to the availability of adequate unused ground space on the Property to allow installation, placement, and use of such a facility, Tenant shall have the right to install a temporary "Cell on Wheels" ("COW") at a location on the Property mutually agreed upon by both parties in the event of the Tower removal, repair, replacement, maintenance or a catastrophic event. The existing Lease terms and conditions would be maintained during the COW installation until maintenance or replacement of the Tower is complete or until Tenant can find an alternative permanent structure. Notwithstanding the above, no automatic renewal provision of this Lease, including but not limited to those expressed in paragraph 6, shall extend the term if either a COW is in use on the site pursuant to the terms of this section or if the Tower has been removed or destroyed and this Lease shall expire at the completion of the existing Term.

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

15. Bird Control Measures. Landlord and Tenant acknowledge the close proximity of the Site to Seymour Johnson Air Force Base and agree that in the event that birds begin to roost or perch upon the Site creating issues for the flights and operations conducted at Seymour Johnson Air Force Base, that ~~Landlord and~~ Tenant shall be responsible to purchase three (3) bird effigies and place on the water tank corral as a bird deterrent and will at its sole cost and expense replace as needed during the duration of the lease. However should a new tenant and or tenants lease space on the tank it would then be a share cost divided equally among the new tenants . If the parties are unable to satisfactorily prevent the roosting and/or perching of said birds upon the Site, Landlord may in its sole discretion terminate this Lease.

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

17. Indemnification. Landlord and Tenant each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of

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

18. Financing Agreement. Tenant may, upon written notice to Landlord, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Landlord.

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

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

21. Insurance. (a) Tenant shall carry during the term of this Lease and until all Equipment is removed from the Site, at Tenant's own cost and expense, the following insurance: (i) Special Form Causes of Loss with Replacement Value coverage of Tenant's Equipment and

personal property located on the Property; (ii) commercial general liability insurance with a Commercial General Liability Endorsement having a minimum limit of liability of Five Million Dollars ($5,000,000) per occurrence, with a combined limit for bodily injury and/or property damage together with an endorsement for contractual liability for any one occurrence; (iii) Workers' Compensation Insurance statutory limits and in accordance with applicable state law; (iv) Vehicle Liability Insurance for owned, non-owned and hired vehicles, with a combined limit of One Million Dollars ($1,000,000) per accident for bodily injury and property damage; and (v) excess/umbrella, coverage of Three Million Dollars ($3,000,000). (b) Tenant shall name Landlord as an additional insured under Tenant's liability policy Tenant shall agree to give at least thirty (30) days written notice of termination or cancelation of policy to Landlord . A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Landlord within thirty (30) days from the execution of this Lease and before the expiration of any term of such insurance from an insurance company authorized to do business in the State of North Carolina. (c) Landlord agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Landlord and which are in amounts of Two Million Dollars (2,000,000.00) which is consistent with industry practices for the business in which Landlord is engaged. Landlord shall have the right to self insure. (d) Tenant and Landlord shall require their respective contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

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

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

in advance of such termination shall be refunded by Landlord to Tenant within thirty (30) days following the termination of this License. Notwithstanding the foregoing, Landlord may elect to rebuild the Tower on an alternate location or property owned or leased by Landlord in which case Tenant and Landlord shall remain bound hereby but Tenant shall be entitled to an abatement of Base Fee during the loss of use. Upon such relocation of the Tower, the Property covered herein shall be the new Tower and the new ground area on which the new Tower sits and this Lease shall be amended accordingly to clarify the rights of Landlord and Tenant to the new Tower.

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

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

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

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

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

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

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

Send Payments to:
City of Goldsboro
Attn: Finance Department
P.O. Drawer A
Goldsboro, N.C. 27533

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

Tenant's
Tenants Federal Tax ID#:_____

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

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

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

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

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

31. Limitation of Parties' Liability. Unless otherwise provided herein, neither Landlord nor Tenant shall be responsible for any incidental or consequential damages incurred

resulting from (i) Tenant's use or Tenant's inability to use the Site, or from (ii) damage to the other's equipment.

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

33. Miscellaneous. (a) This Lease shall be deemed executed in the State of North Carolina regardless of the actual place of signature or the actual place of performance. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina and any suit to enforce rights under this Lease shall be tried in the State Courts located in Wayne County, North Carolina. (b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party. (f) This Lease shall become valid and binding only upon Landlord's execution by its duly authorized representative. (g) Landlord reserves the right to survey the Easement and/or the Property or portion thereof, and the legal description of the Easement and/or Property on the survey obtained by Landlord shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" and/or Exhibit "B". (h) The headings, captions and numbers in this Lease are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease. (i) Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. (j) This Lease may be executed in several counterparts each of which shall constitute an original and all of which shall constitute the same agreement.

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

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

Tenant Site Name: Arrington

Tenant Site Number: 556745

City Of Goldsboro Site Name Harris St. Water Tank

LANDLORD: City of Goldsboro, a North Carolina Municipal Corporation

BY: _____

Printed: Seth A. Stevens, City Mgr

,

Date: 9-21-15

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

By: _____

Printed: TOM S. Weber

,

Date: 8.10.15

NORTH CAROLINA
CITY OF GOLDSBORO

LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON WATER TOWERS

THIS LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON WATER TOWER(S) (hereinafter referred to as "Agreement") made and entered into this the 8 day of December, 2020 by and between CITY OF GOLDSBORO, a body politic and corporate organized and existing under the laws of the State of North Carolina, with a mailing address of 200 N Center St, Goldsboro 27530 (hereinafter also referred to as "Owner"), and Open Broadband, LLC, an Internet Service Provider organized and existing under the laws of the State of North Carolina, with a mailing address of PO Box 723 Waxhaw NC 28173 (hereinafter also referred to as "Open Broadband", "Provider" or "Licensee").

W I T N E S S E T H:

WHEREAS, City of Goldsboro owns certain water Tower(s) within the City which are suitable for the placement of fixed-wireless antennas and other equipment for Open Broadband, LLC to provide high-speed internet service to residents, businesses, and other users within the city; and

WHEREAS, the location of the Tower(s) subject to this Agreement are described in Appendix A; and

WHEREAS, Licensee desires to install, maintain, repair, remove, replace, and operate, on the premises, at its expense, a wireless broadband service system facility, including mounting fixed-wireless antennas on the Tower(s) and a weatherproof utility service box approximately 2' x 3' at each location to house the communications service system fixtures and equipment, and necessary appurtenances, which include but are not limited to cable clips, mounts, clamps, and other miscellaneous parts that connect the antennas, cables, and electronics (hereinafter all collectively referred to as "Equipment" and described in Appendix B, which is attached hereto and incorporated by reference herein as if fully set out); and

WHEREAS, Owner has agreed to grant unto Licensee a non-exclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility upon the Tower(s) designated herein pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Location(s): The Water Tower(s) subject to this Agreement are listed in Appendix A, which is attached hereto and incorporated by reference herein and hereafter referred to as the "Premises".

2. Use: Subject to the terms and conditions hereof, Owner grants to the Licensee a non-exclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband

service system facility as described in Appendix B upon the Tower(s). Licensee may install up to ten (10) fixed wireless antennas on each Tower. Said antennas may collectively occupy an area up to a total of ten (10) square feet on a Tower. Licensee may install one (1) weatherproof utility service box at each Tower. Each weatherproof service utility box may occupy up to six (6) square feet at a location on the Premises agreeable to Owner. Additionally, Owner grants to the Licensee the non-exclusive license to use the road, roadways, and/or easements to which Owner has ownership or control for the purpose of allowing Licensee access to the Premises for the purposes contained herein. Licensee's use of the Tower(s) shall be non-exclusive and shall not interfere with other uses located upon the Premises. Licensee further acknowledges and agrees that the primary use of the Tower(s) is for the storing of water for use by Owner in connection with the operation of its water distribution system and that in no event shall Licensee's use of the Tower(s) interfere with the primary use of the Premises by Owner or for any other purpose for which Owner may use the Premises and/or the Tower(s).

3. Antenna Space and Cabling: Owner hereby agrees to provide space on its Tower(s) for fixed wireless antennas and mounts at locations to be mutually agreed upon by both Licensee and the Owner. Said location(s) shall not cause issues with the Tower loading or wind shear, and shall not interfere with the openings to the Tower(s), ladders, braces, paint removal, or painting and maintenance of the Tower(s), and shall be in full compliance with all Local, State and Federals laws or the rules and regulations of any agency or instrumentality thereof, including but not limited to the Federal Communications Commission (hereinafter referred to as "FCC") and Federal Aviation Administration (hereinafter referred to as "FAA"). As may be required, Owner further agrees to allow Licensee to attach outdoor cable to the Tower(s), in locations mutually agreed upon by both parties, to connect the antennas to electronics located at or near the Tower(s) to the extent legally permissible. Licensee is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and any tower management company contracted by Owner to establish agreeable placement locations and design. It is understood and agreed that all antenna, cables and other equipment to be placed upon and/or attached to a Tower shall be approved by Owner.

4. Electronics and Power: Owner hereby grants access to Licensee to place electronics at a location near the Tower(s) suitable to and approved by both parties. This will be accomplished via the weatherproof utility service box hereinbefore referenced. Owner will allow Licensee to utilize an existing power outlet on the site for power to operate its equipment. It is understood that power draw would be in the range of 1-2 amps on a 20-amp circuit. The draw is no more than 5-10% utilization on the circuit, so the same electrical circuit can be used for many other things. Electric consumption is approximately 100 WATTs, and the impact to the electric bill will be similar to having a 100 WATT light bulb on 24/7. In the event there is no existing power outlet, Owner grants Licensee the right to either install a small solar panel to operate the equipment, or Licensee to pay for a licensed electrician to install a new outlet.

5. Installation of Equipment: Licensee understands that Owner may utilize the services of a tower maintenance provider and agrees to coordinate installations with Owner and any such contracted tower maintenance provider. Licensee agrees that it will provide Owner, or their representative, a written proposal addressing the installation of antennas and that such proposal shall be approved by Owner and/or its representative prior to installation. Each approved installation will be added as an Attachment to this Agreement.

Prior to installation of its equipment or making any modifications or changes to its equipment, if any, Licensee shall comply with the following:

A. Licensee shall submit all plans to Owner or its representative for approval;

B. All of Licensee's equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All cabling shall be identified in the same manner at the bottom and top of each transmission line and shall be installed in the location and tower face approved by Owner.

6. Use of Up-to-Date Technology and Communications with Customers. In entering this Agreement, Licensee warrants and represents that it will provide City of Goldsboro residents with dependable high-speed internet. Licensee further warrants and represents that the Equipment provided pursuant to this Agreement, as reflected in Appendix B, will be up-to-date technologically, thereby providing those City of Goldsboro residents served by that equipment with dependable high-speed internet. Finally, Licensee agrees that it will provide timely and appropriate customer service to those customers being served under this Agreement. Licensee shall not make any disparaging remarks to customers about City of Goldsboro and agrees to work jointly, in good faith, with Owner to communicate with customers in response to any questions about the services being provided pursuant to this Agreement. Licensee understands and acknowledges that failure to comply with the terms of this section will constitute grounds for immediate termination of this Agreement by Owner.

7. Compliance with Laws/Regulations: Licensee shall install, maintain, repair, remove, replace, and operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any Local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the FCC and the FAA.

8. Interference: Licensee agrees to coordinate spectrum use with other present and future service providers to prevent interference. Licensee will resolve any technical problems with other equipment located at the sites on the installation date. In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by City of Goldsboro or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from Owner, correct such interference as soon as reasonably possible. However, in the event that such interference is not corrected within thirty (30) days, Owner shall have the right to terminate as provided in the paragraphs below. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression.

If any device installed on the site after the date hereof by another licensee and not on behalf of Owner shall interfere with Licensee's transmission or reception, Owner shall in good faith work with the other licensee to eliminate such interference as soon as reasonably possible. In the event that such interference does not cease within a reasonable period, Licensee shall have the right to terminate this Agreement. Owner will not be liable to Licensee for monetary

damages or equitable relief for interference caused by existing or future communications equipment or frequencies used on the Tower(s).

Additionally, notwithstanding the foregoing, the parties agree that should Owner determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the Premises or with any other uses of the Premises by Owner or is otherwise inconsistent with the best interests of City of Goldsboro, then Owner shall notify Licensee and Licensee shall have thirty (30) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of Owner, then Owner may terminate this Agreement, and Licensee must completely vacate the site before the expiration of ninety (90) days from the date of notice of Owner's determination.

Also, in all matters where Owner's approval is required, if Owner should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of City of Goldsboro or other existing licensees exists, Owner shall have the absolute right to withhold such approval.

9. Access to Premises: During the term of this Agreement, Licensee shall be granted reasonable access to the Tower(s) for installation, repair, maintenance, removal, replacement, and operation of the Equipment installed pursuant to the terms of this Agreement. As long as Licensee is not in breach of this Agreement, escorted access will be available to Licensee during City of Goldsboro's normal business hours (Monday through Friday, 8:30am until 5:00pm except for City of Goldsboro holidays), as well as extended hours in the case of an emergency, service outage situation.

10. Term: The term of this agreement (the "Initial Term") is five (5) years, beginning on the date of late signature on this Agreement. This agreement shall be automatically renewed for an additional __five (5) year period, unless Licensee or Owner provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

11. Rent: It is understood that tower space is a requirement in order for Licensee to provide service. The Owner agrees that the lease rate for Tower space to Licensee will have a monthly payment of:

Free use of 50 Mbps internet service at each tower location for use as the City sees fit, including but not limited to free public Wi-Fi to the community and use by city personnel.

This is a valuable consideration, and is valid only as long as Licensee is providing free-to-the-public high-speed Wi-Fi internet service at the base of the tower and parking areas.

12. Governmental Approval: Licensee's ability to use the Premises is contingent upon its obtaining any and all necessary permits that may be required by the City of Goldsboro.

13. Maintenance of Tower Facilities: General Tower maintenance (lighting, painting, repairing, maintaining, etc.) is the responsibility of Owner. Notwithstanding the foregoing, Owner shall have no responsibility for any lighting or Tower modifications which are required because of the installation of Equipment by Licensee. The responsibility for maintaining lighting upon Licensee's Equipment or which is required to be installed as a result of the installation of

Licensee's Equipment shall be the responsibility of Licensee, and Licensee agrees to indemnify and hold Owner harmless from same and from any liability resulting from its failure to so maintain such lighting.

Owner agrees not to move, disconnect or adjust, in any way, Licensee's equipment without the supervision of a Licensee representative on site, unless and except in an emergency requiring immediate action as determined in the sole discretion of Owner and its agents/staff to protect Owner's property, staff and/or customers from injury, damage and/or loss of any kind. Licensee acknowledges and agrees that it shall be solely responsible for moving or protecting its equipment during any repairs or renovations to the Tower(s), and that Owner shall incur no liability for any injury, expense, or claim incurred by Licensee during any such repair or renovation.

14. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, Owner may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. Owner shall also have the right to elect not to repair the site and upon such election, Owner shall send to Licensee, a notice of cancellation of this Agreement within thirty (30) days of such casualty. In the event that Owner fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that Owner fails to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice of termination to Owner within five (5) days after expiration of the applicable period (30 days or 180 days). If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Owner shall not be responsible or liable to Licensee for any loss, damage or expense it may be occasioned by, through or in connection with any of Owner's acts, omissions or those of any other licensees occupying the sites or for any structural failure or power failure resulting in destruction or damage to the Premises.

15. Removal of Equipment Upon Termination: Following any termination or expiration of this Agreement, Licensee shall remove all of its Equipment from the Premises. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Equipment upon the Premises, ordinary wear and tear accepted.

16. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By either party upon the non-monetary default of any covenant, term, or condition of this Agreement which is not cured within thirty (30) days of receipt of written notice of default. This provision does not, however, limit any other rights otherwise available to the parties under this Agreement;

B. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Equipment or Licensee's business;

C. By Licensee upon ninety (90) days written notice that the Premises are or have become unacceptable under Licensee's design or engineering specifications for its use of the Equipment;

D. Either party may terminate this lease upon sixty (60) days' notice at any time after the initial term of five (5) years. And as previously stated in paragraph 8, Owner may terminate this lease, in its sole discretion, if the performance of this Agreement interferes with the primary function of the Premises or with any other uses of the Premises by Owner or is otherwise inconsistent with the best interests of City of Goldsboro.

E. In the event of a change in City of Goldsboro's statutory authority, mandate and mandated functions, by Local, State and/or Federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Licensee of such limitation or change in City of Goldsboro's legal authority.

F. Upon termination of this Agreement by Owner pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of Owner's responsibilities and liabilities to Licensee. Licensee shall have no right to any cause of action for Owner's termination of this Agreement for any reason.

17. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the Equipment or the Premises (defined as non-responsiveness by Licensee within 30 days for inspection, servicing, or other requests by the City); the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any Local. State or Federal law, upon any such default(s), Owner shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense and shall be entitled to recover from Licensee all rents due for the remainder of the term of this Agreement notwithstanding anything to the contrary appearing in this Agreement. In the event that Owner should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Owner as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

18. Taxes: Licensee shall pay any personal property taxes and/or assessments attributable to its antennas, equipment and facilities used in its operations during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any other taxes or assessments, including any increase in real estate taxes or assessments, levied against the Premises which are directly attributable to Licensee's use of the Premises. Owner agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

19. Confidentiality: Licensee shall use any and all information obtained as a result of this Agreement solely in furtherance of the Agreement. Licensee shall ensure that it, its employees, agents, assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than performance of this Agreement. Licensee will insure that every reasonable attempt to mitigate any such disclosure of confidential information is made by License and its employees, agents, contractors and affiliates. All parties acknowledge that this agreement is subject to public disclosure and inspection and is considered a public record.

20. Insurance: Licensee shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Owner. Should said Certificate of Insurance expire prior to the termination of this Agreement, Licensee shall supply to Owner an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability $500,000 bodily injury, $500,000 bodily injury by disease, and $500,000 by disease policy limit.

Commercial general liability of not less than $2,000,000 General Aggregate Limit (Other than Products-Completed Operations), $2,000,000 Products-Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $1,000,000 Each Occurrence Limit, and $100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than $1,000,000 each person, $1,000,000 each occurrence of bodily injury liability, and $1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than $2,000,000 or $1,000,000 with an umbrella policy of $1,000,000 per occurrence.

Professional liability insurance shall not be less than $1,000,000 per occurrence and shall hold Owner, its board and board members, staff, departments, agents, employees, affiliates or assigns harmless from any claim, including claims for attorney's fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the contractor in providing services.

All insurance companies must be licensed in North Carolina and be acceptable to Owner. Insurance Policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Owner as additional insured, as its interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Owner by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

City of Goldsboro

c/o Finance Director
200 N Center St
Goldsboro NC 27530

If the Licensee does not meet the insurance requirements according to the specifications, alternate insurance coverage satisfactory to Owner may be considered.

Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

If Licensee has contractors or sub-contractors that do work on the Premises, Licensee will make sure that they are aware of and subject to the same insurance specifications.

21. Hold Harmless: Licensee shall make no alterations to the Tower(s), Properties, or related facilities which will compromise or impair the integrity of the structure or the operation of other equipment located on the Premises or near the Tower(s). Licensee shall exercise special precaution to avoid damaging the Tower(s), properties, and facilities of Owner and other licensees. Licensee hereby assumes all responsibility for any and all loss or damages arising directly or indirectly out of or in connection with Licensee's use or occupancy of the Tower(s) and Premises. Any Tower or property damage caused by Licensee, its employees, or agents shall be, in Owner's sole discretion, either immediately repaired by Licensee or, alternatively, by Owner with the cost being billed to Licensee. Licensee agrees to make an immediate report to Owner of any installation, repair, maintenance, removal, replacement, or modification.

22. Indemnity. Licensee agrees to defend, indemnify, and hold Owner harmless from any and all losses, liability, claims, demands, or expenses of whatsoever kind (including reasonable attorney's fees) arising directly or indirectly from Licensee's use or occupancy of the Tower(s) and Premises, including but not limited to those related to the installation, maintenance, repair, presence, use, operation, replacement, or removal of antennas, cable, necessary appurtenances, and other Equipment. The aforesaid defenses, indemnification, and holding harmless includes, but is not limited to, bodily injury and death to any person or persons, property damage, taxes, special charges by others, fines, penalties, claims and demands for damages or loss for infringement of copyrights, libel, slander, and unauthorized use of frequencies.

23. Notices: All notices, demands or other communications hereunder shall be in writing, unless otherwise expressly stated in this Agreement, and shall be deemed given upon receipt if personally delivered or mailed, by certified mail, return receipt requested or by overnight carrier to the following addresses (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days in advance):

If to Owner:

City of Goldsboro
c/o City Manager
200 N. Center St.
Goldsboro, NC 27530

If to Licensee:

Open Broadband, LLC
PO Box 723
Waxhaw, NC 28173

24. Title and Quiet Enjoyment: As to each of the properties/locations identified in Appendix A attached hereto, Owner represents and agrees (a) that it is the owner of the Premises and that it has the rights and/or easements to access the Premises, (b) that it has easements to use and access the Tower site, (c) that it has the right to enter into this Agreement, (d) that the person signing this agreement has the authority to sign, and (e) that Licensee is entitled to access the sites as specified in Section 9 of this Agreement above, so long as Licensee is not in default of this Agreement and subject to Owner's continuous, primary and overriding right to use the Premises for the purposes for which they were originally intended or may hereafter be modified.

25. Mortgages/Uniform Commercial Code Financing Statements: This Agreement shall be subordinate to any mortgage/Uniform Commercial Code financing statement given by Owner, which currently encumbers or may encumber the property including easement areas, provided that any mortgagee or lienholder holding such a mortgage/lien shall recognize the validity of this Agreement and Licensee's rights under this Agreement in the event of foreclosure/repossession of Owner's interest/equipment.

26. Assignment: Licensee shall not assign all or any portion of this Agreement to any other party without the prior written consent of Owner. Additionally, Licensee shall not sublet the Premises, a portion of the Premises, or any interest therein, its Equipment, facilities, or any improvements it has made to the Premises to any other party without the prior written consent of Owner.

27. Successors and Assigns. This Agreement shall run with the Properties described in Appendix A and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

28. Mechanic's Liens: Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the Premises including the Tower(s), Property, or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within thirty (30) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.

29. Hazardous Substance. Licensee shall not introduce or use any such substance on the site in violation of any applicable law. Licensee understands that if Owner needs to remove old paint, which contains sufficient levels of lead, that it will require special handling and containment for Owner to repaint the Tower(s). Licensee agrees to cooperate fully with Owner in whatever steps are necessary for the removal of the old paint and the repainting of the

Tower(s). Licensee agrees to hold Owner harmless for any interruption of service or possible damage of their equipment during this process.

30. Access to and Record Retention: Licensee agrees to maintain all records of or related to this Agreement and shall, upon Owner's request, provide Owner with, or access to, said records. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Licensee must make the materials to be audited available within one (1) week of the request for them.

31. Force Majeure: Neither Party shall incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Agreement is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party expects to resume its performance under and in accordance with the terms of this Agreement. If the performance by a party of any material obligation under this Agreement is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this agreement.

32. Health and Safety: Licensee shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with any work done at/on the Premises. The Licensee shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees/agents from the work and other persons who may be affected thereby.

33. Non-Discrimination in Employment: Licensee shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Licensee is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Owner, and the Licensee may be declared ineligible for further City of Goldsboro Agreements.

34. Non-Waiver: The failure of either party to exercise, or a delay in either party's

exercising of, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

35. Severability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

36. Parties Not Joint Venturers. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

37. Enumerated Rights Not Exclusive Remedies. The various rights, powers and remedies herein contained and reserved to Owner shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute.

38. Product of Mutual Negotiation. Both Owner and Licensee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for both Owner and Licensee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

39. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions relating in any way to this Agreement shall be brought solely in the General Court of Justice of the State of North Carolina sitting in County of Wayne, North Carolina or, where applicable, the United States District Court of the Eastern District of North Carolina.

40. E-Verify Compliance: If Licensee is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. Licensee agrees that all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

41. Iran Divestment Act Certification: Pursuant to North Carolina General Statute §147-86.59, Licensee hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Licensee hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List

42. Entire Agreement: This Agreement constitutes the entire agreement between the two (2) parties and supersedes all prior written and verbal agreements, representations, promises or

understandings between the parties. Any amendments to this Agreement must be made in writing and executed by both parties.

43. Further Assurances: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

44. Miscellaneous:

A. Owner, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the Premises that are necessary for License's use of the Premises for the purposes herein agreed to and set forth. Such plans, if available, will include existing wireless communication carriers/other licensees and their frequencies where applicable, if such information is available to Owner.

B. The parties agree that the Tower(s) and Premises, including the access, cable run, grounding and utility easements shall be shown on construction drawings prepared by a licensed engineer at Licensee's expense. Such construction drawings shall, upon approval by Owner, become attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF GOLDSBORO

By: _____

Print Name: Tim Salmon

Its: City Manager

Date: 12/14/20

Open Broadband, LLC

By: Alan Fitzpatrick

Print Name: Alan Fitzpatrick

Its: CEO

Date: 12/8/20

ATTEST:

_____

Melissa Capps, Clerk, City of Goldsboro

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

_____

_____ FINANCE OFFICER

CITY OF GOLDSBORO INCORPORATED 1847

Appendix A

City of Goldsboro Water Tower Locations

Harris Street Tank	904 Harris Street
Holly Street Tank	100 E Holly Street
Madison Avenue Tank	621 N Madison Avenue
New Hope Road Tank	512 E New Hope Road

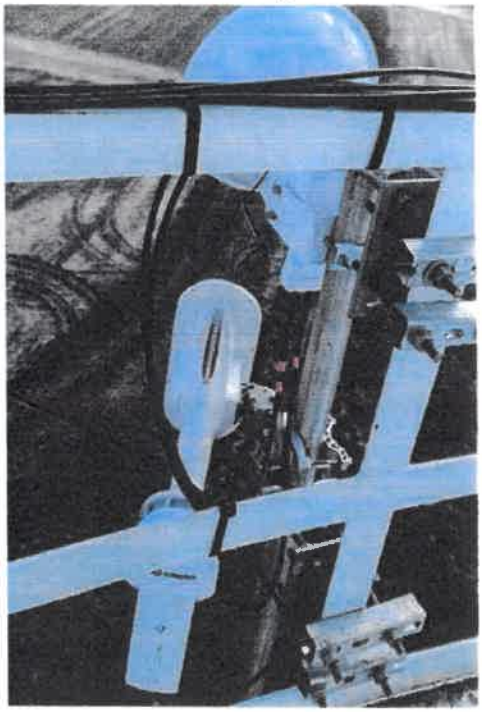
Appendix B

Description of Equipment

Deployment of up to 10 antennas on the water tower:

- CBRS radio/antennas operating in the 3.55-3.7GHz B48 B42H B43L bands
- Fixed-wireless antennas/radios operating in the 5GHz, 11GHz, or 24GHz bands

The initial deployment may be less than 10 antennas, allowing room for growth. Antennas are either mounted on a corral at the top of the water tower if it exists, or mounted on a stand-off mast and clamped onto the railing if there is no corral. A picture of a typical clamped, stand-off mount is shown below:



Initial deployment of equipment at the base of the tower:

- Weatherproof Steel Outdoor Enclosure
- PowerVent System for enclosure
- PowerSens Remote Monitor and Control Unit
- UPS/Power Supply
- Back up batteries
- Internet Router and Switch
- Misc components including Cat6 Ethernet cable, ethernet connectors, clips, tiewraps, jumpers, terminal strips, etc.

Item L

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 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 in an effort 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 7, 2022, to review vacancies and applications received to fill the current vacancies. With these appointments, no vacancies remain.

It is also customary for the City of Goldsboro to express its appreciation by Resolution to those members whose terms have expired, who have moved, or have resigned.

RECOMMENDATION: By motion, Council adopt the Resolutions:

1. Appointing members to various Advisory Boards and Commissions in the City of Goldsboro.

2. Commending those individuals whose terms have expired, who have moved, or have resigned.

Date: 3-16-22

Laura Getz, City Clerk

Date: 3/15/22

Timothy Salmon, City Manager

RESOLUTION NO. 2022- 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:

Commission on Community Relations and Development
Filling an Unexpired Term
Roderick White — Term Expires 12-31-2024
Amber Tyler — Term Expires 12-31-2024

Golf Course Committee
Filling an Unexpired Term
Willie Earl Smith — Term Expires 12-31-2024
Willie Baptiste — Term Expires 12-31-2024

Historic District Commission
Filling an Unexpired Term
Shellcy Unruh — Term Expires 12-31-2023

Parks and Recreation Advisory Commission
Filling an Unexpired Term
Laurie Kaufman — Term Expires 12-31-2023

First Term Appointee
Mykyia Hines (Student) — Term Expires 03-21-2023

Travel and Tourism Advisory Council
Filling an Unexpired Term
Tammy Cannon — Term Expires 12-31-2024

2. This Resolution shall be in full force and effect from and after this 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1844 - 1911

RESOLUTION NO. 2022 - 28

RESOLUTION COMMENDING INDIVIDUALS WHO HAVE SERVED ON VARIOUS 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:

   Commission on Community Relations and Development
   Elvira Johnson
   Melissa Potts

   Historic District Commission
   Wiley Leonard

   Parks and Recreation Advisory Commission
   Kelvin Stallings

   Travel and Tourism Advisory Council
   Kerrie Ann Jayne

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 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Item M

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina

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

DISCUSSION: The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-46 Supplement. This Supplement contains all Ordinances of a general nature enacted since the S-45 Code of Ordinances dated June 7, 2021.

RECOMMENDATION: By motion, adopt the attached Ordinance enacting and adopting the 2022 S-46 Supplement to the Code of Ordinances of the City of Goldsboro.

Date: 3-16-2022 Holly Jones

Holly Jones, Deputy City Clerk

Date: 3/16/22

Tim Salmon, City Manager

ORDINANCE NO. 2022-8

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES
OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2022 S-46 Supplement to the Code of Ordinances of the City of Goldsboro; and

WHEREAS, said Supplement contains all Ordinances of a general nature enacted since the publication of the 2021 S-45 Supplement to the Code of Ordinances of said municipality; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on, or make reference to, sections of the North Carolina Code.

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

1. It is the intent of the City Council to accept the updated sections of the City Code of Ordinances in accordance with the changes of the law of the State of North Carolina.

2. The 2022-46 Supplement to the City Code of Ordinances, as prepared by the American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

3. This Ordinance shall be in full force and effect from and after this 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1847

CITY OF GOLDSBORO, NORTH CAROLINA

CODE OF ORDINANCES

2022 S-46 Supplement contains:
Local legislation current through Ordinance 2021-39, passed 12-20-21; and
State legislation current through North Carolina Legislative Service,
2021 Regular Session, Pamphlet No. 4

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ORDINANCE NO. 2021-10

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES
OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2021 S-45 Supplement to the Code of Ordinances of the City of Goldsboro; and

WHEREAS, said Supplement contains all Ordinances of a general nature enacted since the publication of the 2020 S-44 Supplement to the Code of Ordinances of said municipality; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on, or make reference to, sections of the North Carolina Code.

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

1. It is the intent of the City Council to accept the updated sections of the City Code of Ordinances in accordance with the changes of the law of the State of North Carolina.

2. The 2021-45 Supplement to the City Code of Ordinances, as prepared by the American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

3. This Ordinance shall be in full force and effect from and after this 7th day of June, 2021.

Attested by:

/s/
City Clerk

/s/
Mayor Pro Tem

any part thereof, by subsequent ordinances, such repealed portions may be excluded from the Code by omission from reprinted pages affected thereby. The subsequent ordinances as numbered and printed, or omitted, in the case of repeal, shall be prima facie evidence of such subsequent ordinances until such time that this Code of Ordinances and subsequent ordinances numbered or omitted are readopted as a new Code of Ordinances by the City Council.

(B) Amendments to any of the provisions of this Code may be made by amending such provisions by specific reference to the section number of this Code in the following language: "That section ___ of the Code of Ordinances, City of Goldsboro, North Carolina, is hereby amended to read as follows: . . . " The new provisions shall then be set out in full as desired.

(C) In the event a new section not heretofore existing in the Code, is to be added, the following language may be used: "That the Code of Ordinances, City of Goldsboro, North Carolina, is hereby amended by adding a section, to be numbered _____, which said section reads as follows: . . . " The new section shall then be set out in full as desired.
('70 Code, § 1-6)

§ 10.18 SECTION HISTORIES; STATUTORY REFERENCES.

(A) As histories for the code sections, the specific number and passage date of the original ordinance, and the most recent three amending ordinances, if any, are listed following the text of the code section. Example: (Ord. 10, passed 5-13-60; Am. Ord. 15, passed 1-1-70; Am. Ord. 20, passed 1-1-80; Am. Ord. 25, passed 1-1-85)

(B) (1) If a statutory cite is included in the history, this indicates that the text of the section reads substantially the same as the statute.
Example: (G.S. § 160A-69) (Ord. 10, passed 1-17-80; Am. Ord. 20, passed 1-1-85).

(2) If a statutory cite is set forth as a "statutory reference" following the text of the section, this indicates that the reader should refer to that statute for further information.
Example:

§ 39.01 PUBLIC RECORDS AVAILABLE.

This municipality shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

Statutory reference:

For provisions concerning the inspection of public records, see G.S. §§ 139-1 et seq.

(C) If a section of this code is derived from the previous code of ordinances of the city published in 1971 and subsequently amended, the 1971 code section number shall be indicated in the history by "('70 Code, § ___)."

§ 10.19 ALTERING CODE.

It shall be unlawful for any person in the city to change or amend by additions or deletions, any part or portion of this Code or to insert or delete pages, or portions thereof, or to alter or tamper with such Code in any manner whatsoever except pursuant to ordinance or resolution or other official act of the City Council, which will cause the law of the city to be misrepresented thereby. Any person violating this section shall be punished as provided in § 10.99.
('70 Code, § 1-7) Penalty, see § 10.99

§ 10.20 RESPONSIBILITY FOR VIOLATIONS BY CORPORATIONS.

In the event any provision of this Code is violated by a corporation, the officer, agent or employee thereof who violates such provision, or who procures, aids or abets such violation, shall be subject to the same penalties as if he himself committed the violation.
('70 Code, § 1-9)

§ 10.99 GENERAL PENALTY.

(A) It shall be unlawful and constitute a Class 3 misdemeanor for any person to violate any of the provisions of this Code or of the ordinances of the city.

(B) In all instances where a fine is specified for violation of any provisions of this Code or of any ordinance of the city and such fine is not paid, the defendant may be imprisoned for not more than 30 days.

(C) Where no specific penalty is provided in any provision of this Code or in any ordinance of the city, every person convicted for the violation of any such provision may be punished by a fine not exceeding $500, or by imprisonment for not more than 30 days.

(D) In addition to all other punishment herein provided for, any person found guilty of violating any of the ordinances, or provisions thereof, of the city may be required to pay the court costs, or any portion thereof, at the discretion of the court.

(E) The following ordinances are not subject to this action:

(1) Chapter 98: Streets and Sidewalks;

(2) Chapter 110: Licensing Provisions;

(3) Chapter 112: Massage Therapists and Massage Therapy Establishments;

(4) Chapter 113: Peddlers and Itinerant Merchants;

(5) Chapter 114: Vehicles for Hire;

(6) Chapter 116: Licensing for Boarding and Rooming Houses;

(7) Chapter 117: Pushcart and Mobile Food Unit Vendors; and

(8) Unified Development Ordinance.

('70 Code, § 1-8) (Am. Ord. 2021-38, passed 12-6-2021)

Statutory reference:

Violation of an ordinance constitutes a Class 3 misdemeanor punishable by fine not exceeding $500 or imprisonment not exceeding 30 days per G.S. § 14-4; G.S. § 160-175 and G.S. § 14-4 further governs which ordinances may be subject to this section.

The personnel function shall also interview prospective applicants, conduct preliminary selections, and participate in the appointment process. In addition, the personnel function shall participate in administering city-wide promotions, transfers, disciplinary actions and terminations. For terminations, whether they be voluntary or involuntary, the personnel function shall conduct exit interviews in order to determine causes for employee resignations. The personnel function shall be assigned the task of implementing and monitoring all provisions of the city's affirmative action program and assuring its compliance of procedures by respective operating units. In order to accomplish this task the personnel function shall compile and maintain all records necessary for the efficient execution by the city of its affirmative action goals and timetables. The personnel function shall also maintain accurate records relative to the composition of the city's work force and all other data which may be necessary in order to evaluate progress being made relative to the city's affirmative action program and its compliance with all pertinent federal and state regulations. The personnel function shall insure the compliance of all federal, state, and local laws, acts, policies, regulations and requirements concerning human resources matters. In addition the personnel function shall administer on an individual basis city fringe benefits, compile workmen's compensation data, administer health insurance and retirement. The personnel office shall also maintain accurate records on each employee and the status of their employment, be it temporary, trainee or full-time.

(B) *Safety function.* The safety function shall perform technical and professional work in the development, enforcement and administration of safety and training programs. The safety function shall be familiar with the regulations of the Occupational Safety and Health Act and shall take all steps necessary to guarantee compliance with this legislation. The safety function shall develop sufficient policies and procedures to insure safety in the workplace and to create a safe work environment for all city employees. As the need arises the Safety and Training Coordinator shall formulate employee training courses, driver safety programs, and any other course of instruction necessary for safe and orderly conduct of municipal services. The Safety Training Coordinator shall examine the appearance and condition of all city vehicles and evaluate operator maintenance efforts in order to identify steps which would not only prolong the usability of city vehicles but also assure their maintenance in as clean a state as practical.

(C) *Occupational health function.* The occupational health function is responsible for management of occupational health of all city employees and in the development and implementation of employee health services programs. The employee health function shall develop and recommend adoption of operational policies, procedures, programs and budgets related to employee wellness and health services. With the assistance of the health nurse, the occupational health function shall provide guidance of this promotion, maintenance and restoration of good health for city employees. In addition, this function shall facilitate the placement of workers according to their physical, mental, and emotional capacities in appropriate work situations. The occupational health function shall also be responsible for the development of comprehensive wellness programs, compliance with related OSHA regulations, providing appropriate clinical care and for maintenance of individual medical records.

MISCELLANEOUS

§ 32.220 LOCAL CITIZEN BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES; PROCEDURES AND POLICIES.

(A) All city residents are eligible to serve on any of the several boards, committees, commissions and authorities in operation.

(B) No individual shall be eligible to be appointed concurrently to two or more of these bodies at any one time.

(C) All members of boards, commissions, committees and authorities may serve up to a maximum of two consecutive terms or six years, whichever is greater. Those persons appointed to serve on an unexpired term of a duration of one-half or more of the normal term will be credited with serving their first term. After fulfilling the maximum term requirements, a member may not be appointed to any other board, committee, commission or authority until after one year.

(D) At least two months prior to the end of the term of every board, commission, committee and authority member, and upon the occurrence of an unanticipated vacancy in the membership of the same, the chairperson of the respective board, commission, committee and authority, with the endorsement of its membership, shall submit to the Mayor and City Council the names, along with a brief biographical resume, of a minimum of two and a maximum of four citizens to be considered for each appointment and reappointment to be made.

(E) Each year upcoming vacancies will be advertised.

(F) For members to be eligible for reappointment, attendance records must show that they have participated in 70% of all scheduled meetings in a calendar year unless absence was due to personal injury or sickness. If a member has missed three meetings, notification will be given of his or her possible replacement. At any time during a term, the City Council may be petitioned to terminate the appointment of those members who have failed to meet the above requirement.

(G) Yearly appointments to all boards, commissions, committees and authorities will be made no later than January 1 of each year, except in cases of unanticipated vacancies which shall be immediately filled. All board members will continue to serve in their current capacity until another board appointment has been made.

(H) Whenever possible, all appointments to boards, commissions, committees and authorities will be made using a staggered terms format.

(I) The Mayor and City Council hereby establish a policy of non-discrimination as to sex, race, religion or national origin and will seek out and appoint citizens of both sexes, and all racial and social-economic elements represented by the city's population to serve on these citizen organizations.

(J) The City Council will appoint members to all boards, commissions, committees and authorities of the City of Goldsboro except those of the Housing Authority, whose members shall be appointed by the Mayor in accordance with North Carolina G.S. § 157-5.
(Res. 2009-9, eff. 2-2-09; Am. Ord. 2021-39, passed 12-20-21)

BOARDS AND COMMISSIONS GENERALLY

§ 32.300 PURPOSE.

The City Council of the City of Goldsboro recognizes and values the importance of citizen participation in local government and strives to select citizens from the entire community to serve on boards and commissions taking into consideration gender, race, and residence on a geographical basis. The City of Goldsboro utilizes volunteer boards as a mechanism to engage citizens in the democratic process. The primary responsibility of these boards is to provide advice to the City Council from a citizen perspective.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.301 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARD. Any board, commission, committee, agency, or similar group made up in whole or in part of non-elected appointees of the City Council, whether established by general statute, charter, ordinance, resolution, motion, or otherwise. Notwithstanding the preceding, for special committees, task forces, and the like, this subchapter shall apply only as appropriate, and the mayor shall have appointment responsibility as provided in § 30.01.

BOARD YEAR. A 12-month time period beginning with the term effective date.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.302 MEMBERSHIP.

(A) *Membership eligibility and appointment process.* In order to be eligible for appointment to a board, a person must be 18 years of age or older and a City of Goldsboro resident for the duration of the appointment term, unless otherwise provided by law or ordinance, and must file an application on a form provided by the City Clerk. Unless otherwise directed, or unless otherwise explicitly provided for elsewhere in this Code, all appointments to all boards, shall be made by the Council as a whole. Unless otherwise directed, no person shall serve on more than one board at the same time.

(B) *Unexpired terms.* The Council intends to make appointments to fill unexpired portions of terms created by vacancies as expeditiously as possible. Further, the Council recognizes that the urgency of filling such vacancies may vary depending upon the circumstances of the vacancy.

(C) *Removal.* All members of all boards shall serve at the pleasure of the City Council, regardless of the terms for which appointed, and the City Council may in its discretion, at any time, remove any members of any board for any reason, including inefficiency, neglect of duty, or malfeasance in office.

(D) *Resignations.* If a member concludes that he or she will have difficulty fulfilling the volunteer commitment, the member may voluntarily resign from the board. Notice should be communicated in writing to the City Clerk's office. Members who have been removed from a board or who have resigned prior to completion of their term shall disclose such fact in any subsequent application for board appointment.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.303 ELECTION OF OFFICERS.

The board shall elect a Chairperson and Vice Chairperson and such other officers as it may deem proper. The term of the Chairperson shall be one year, with eligibility for re-election.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.304 TERMS OF OFFICE.

The terms of office of members of all boards appointed by the City Council shall be three years unless otherwise provided by law or ordinance, or unless a vacancy is being filled, in which case a term may be one, two, or three years, depending on the remainder of the term. Terms on all boards shall be staggered, with the terms of approximately 1/3 of the membership expiring each year to ensure there is always one or more members with experience on each board. All terms shall begin on January 1 following appointment. A person shall normally serve no more than two consecutive full terms on the same board. A member may continue to serve until his successor is duly named and qualified or unless he resigns.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.305 CONFLICTS OF INTEREST.

All board members shall read and be familiar with such laws, policies, and guidelines as may be in effect from time to time concerning ethics and conflicts of interest for city advisory boards and commissions and shall sign such policies and guidelines of the city as required by their terms. Refer to state law and the Conflict of Interest Policy Statement, as revised from time to time, in accordance with council practices and procedures, for the conflict of interest guidelines that apply to boards.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.306 ATTENDANCE AT BOARD MEETINGS.

Although recognizing and appreciating the fact that members of the boards are generally citizen volunteers, the City Council deems it essential that members of all city boards attend meetings regularly for the prompt and efficient transaction of city affairs. The staff liaison of each board shall maintain attendance records, including attendance at regular meetings, work sessions and all special called meetings. (Attendance addressed in the General Rules of Procedure Policy.)
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.307 MEETINGS.

All boards shall meet as often as necessary to conduct the business before it. All meetings and hearings of all boards shall be subject to the open meetings law.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.308 QUORUM.

A quorum shall consist of a majority of the total voting membership plus one, excluding vacant seats.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.309 RULES AND RECORDS.

All boards should adhere to the General Rules of Order Policy, as amended from time to time, in accordance with Council practices and procedures. Each board shall keep minutes of its proceedings and discussions, showing the vote of each member upon every question, or a member's absence or failure to vote, and shall keep records of its resolutions, findings, recommendations, and other official actions.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.310 COOPERATION WITH OTHERS.

All boards shall cooperate in all respects with other city boards, city officials, and employees.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.311 ANNUAL REPORTS.

Unless otherwise required by North Carolina law, Charter or City Code, advisory boards may make full and complete reports to the City Council annually or at such times as they are requested to do so.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

SPECIFIC BOARDS AND COMMISSIONS

§ 32.320 COMMISSION ON COMMUNITY RELATIONS AND DEVELOPMENT.

(A) *Purpose and duties.* The purpose and duties of the Commission on Community Relations and Development shall be to act as an advisory body to the Director and City Council to enhance community harmony and promote awareness of Goldsboro's growing multi-culturalism by facilitating community dialogue and meetings, and coordinating resident and organizational coalitions to address community issues and concerns. The Commission on Community Relations and Development will also serve as a citizen input mechanism for the community and in an advisory capacity to the city for community development administered programs funded through Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grant funds.

(B) *Membership and qualifications.* The Commission shall consist of 11 members who shall be citizens and residents of the City of Goldsboro or within the one-mile jurisdiction of the city. Where possible, appointments shall be made in a manner so as to maintain on the Commission at all times at least 1/3 of members being low-to-moderate-income persons. The goal is that these 11 members for which at least 1/3 of the membership are low-to-moderate income persons will represent the diverse social, economic, gender, sexual orientation, ability, religious affiliations, racial and ethnic composition of the city.

(C) *Staff services.* The Community Relations Department shall supply staff and technical services for the Commission.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.321 MAYOR'S COMMITTEE FOR PERSONS WITH DISABILITIES.

(A) *Purpose and duties.* The purpose and duties of the Mayor's Committee for Persons with Disabilities shall be to:

(1) Plan, conduct, and publicize activities designed to promote employment and the well-being of people with disabilities;

(2) Cooperate with community agencies and organizations in securing employment acceptance of people with disabilities;

(3) Stimulate community interest in furthering employment of people with disabilities by securing active cooperation and support from employers, employees, community groups, and the general public;

(4) Conduct specific activities of the Governor's Advocacy Council for Persons with Disabilities, the President's Committee on Employment of People with Disabilities and promote special events such as the Annual National Employ the Handicapped Week and Disability Awareness Week;

(5) Promote the establishment and improvement of rehabilitation and recreational facilities and programs;

(6) Identify barriers that hinder the mobility of the disabled;

(7) Support and promote appropriate legislation advocating issues of interest for people with disabilities; and

(8) Advise the City Council about the goals, recommendations, and activities of the Committee.

(B) *Membership; appointment.* The Committee shall be composed of 16 members. Members of the committee shall be recommended by local government, private/community organizations, by other committee members, or by personal request.

(C) *Staff services.* The Community Relations Department shall supply staff and technical services for the Committee.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2020-01, passed 1-6-20; Am. Ord. 2021-39, passed 12-20-21)

§ 32.322 MAYOR'S YOUTH COUNCIL.

(A) *Purpose and duties.* The purpose of the Youth Council shall be to:

(1) Offer an organization through which the youth of our community may benefit both themselves and their community;

(2) Provide equal opportunity for each young person to assume responsibility with the adults of the community;

(3) Serve as a means for young people to practice democracy in order to better prepare themselves for later responsibilities as citizens and serve as a line of communication between the youth and the adults of our community;

(4) Initiate programs and projects that are of benefit to the youth and to our community; and

(5) Constructively channel the enthusiasm of the young people of the city.

(B) *Membership; appointment; term.* The Council shall be composed of 30 high school students, to be drawn from the public and private high schools in Wayne County. The principal of each school shall determine the method for nominating his or her school's student representatives. The final selection of representatives shall be the responsibility of the Advisor, based upon established criteria. The term of office shall be for a period of one year, and each Youth Council member will continue to serve until his successor has been selected.

(C) *Coordinator.* The Coordinator for the Council shall be an employee of the city appointed by the City Manager. The Coordinator shall serve as an ex-officio member of the Council acting as a liaison between the City Manager, City Council and the Youth Council. The Coordinator shall submit to the Youth Council such plans, programs and recommendations that fall within the purpose and duties of the Council.

(D) *General Assembly membership.* The general assembly will consist of representatives from community youth groups. The number will be based on the sizes of the groups. Its purpose is to serve as a line of communication between the youth organizations and to discuss, investigate, and vote on proposals as they effect the youth population.

(E) *Staff services.* The Community Relations Department shall supply staff and technical services for the Youth Council.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.323 GOLDSBORO MUNICIPAL GOLF COURSE COMMITTEE.

(A) *Purpose and duties.* The Municipal Golf Course Committee shall:

(1) Recommend ways to improve and enhance the quality of customer service and overall appearance of the golf course; and

(2) Review club house operations and overall maintenance and upkeep of the golf course.

(B) *Membership; appointment.* The Committee shall be composed of five members. Any resident living within the city, within the one-mile jurisdiction of the city or outside the city and the one-mile, but within Wayne County, is eligible to serve as a member of the Committee.

(C) *Staff services.* The Parks and Recreation Department shall supply staff and technical services for the Goldsboro Municipal Golf Course.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.324 PARKS AND RECREATION ADVISORY COMMISSION.

(A) *Purpose and duties.* The Commission shall serve as a citizen advisory commission to the City Council, City Manager and Parks and Recreation Department. The Commission may recommend and propose to the City Council, City Manager and Parks and Recreation Department any matter relating to recreational policies, programs, operational procedures, park development, facility planning, maintenance, budget preparation, the need for additional personnel, the acquisition and disposition of lands, and properties related to such recreation programs, and such other matters as the Parks and Recreation Director shall find advisable or essential to receive consideration by the Commission and such other matters as may be requested by any Council member.

(B) *Membership; appointment.* The Commission shall be composed of 11 members. One member shall be a high school student with a term of one year. Any resident of the city is eligible to serve as a member of the Commission.

(C) *Staff services.* The Director of the Parks and Recreation Department or his designee shall serve as Secretary to this body.
(Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.325 PLANNING COMMISSION.

(A) *Purpose and duties.*

(1) As the body charged with comprehensive planning, the Planning Commission may:

(a) Make studies of areas within the city and its extraterritorial jurisdiction;

(b) Determine the goals and objectives relating to growth, development and/or redevelopment of these areas;

(c) Prepare plans for achieving the goals and objectives; and

(d) Develop and recommend policies, ordinances, and administrative procedures to carry out the plans.

(2) As an advisory body to the City Council, the Planning Commission may make recommendations concerning:

(a) Proposed official zoning map and Unified Development Ordinance changes;

(b) Proposed rezonings, conditional district rezonings, conditional use permits and the master plans of planned unit development districts (PUD);

(c) The location, character and extent of public improvements and the acquisition of land;

(d) The landscape design of parks, streets, recreation areas, public buildings and other local developments;

(e) Street names and street name changes;

(f) New development proposals, including site plans, subdivision plans and preliminary plats; and

(g) Other matters as desired by the Planning Director, directed by the Council or other governing board or initiated by a Commission member.

(B) *Membership.* A Planning Commission for the City of Goldsboro is hereby created. The Commission shall consist of seven members. Five members appointed by the City Council shall reside within the city and two members appointed by the Wayne County Commissioners shall reside within the extraterritorial planning area of the city. If the Wayne County Commissioners fail to make this appointment within 90 days after receiving a resolution notifying them of a vacancy from the City Council, the City Council may make the appointments. The extraterritorial members shall have the same rights, privileges and duties as city members of the Commission. Extraterritorial members are required to vote on each question, regardless of whether the matter at issue arises from within the city or within the extraterritorial planning area. If an in-city member moves outside of the city limits or if an extraterritorial area member moves outside of that jurisdiction, that shall constitute a resignation from the Planning Commission, effective upon the date a replacement is appointed.

(C) *Statutory powers.* The Planning Commission may exercise any and all powers prescribed by state law and shall perform duties directed by the City Council that are consistent with said law.

(D) *Staff services.* The Planning Director or his designee shall serve as Secretary to this body. (Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.326 BOARD OF ADJUSTMENT.

(A) *Purpose and duties.* The Board of Adjustment shall have the following powers and duties:

(1) *Appeal of administrative decisions.* To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Zoning Administrator, any Enforcement Officer, or Watershed Administrator in the interpretation of the requirements of this code;

(2) *Special uses.* To hear and decide only such special uses as the Board is authorized to pass on by the terms of this code;

(3) *Variances.* To grant variances in accordance with state law and where assigned by this code;

(4) *Interpretation.* To interpret the location of lines on the official Zoning Map or Zoning Ordinance text requirements where the map or text appears to be unclear;

(5) *Conditions of approval.* In granting any special use permit or variance the Board may prescribe additional requirements and safeguards to insure the purpose of this code; and

(6) To approve alternate landscaping plans when a strict application of the code requirements would result in an unreasonable or impractical solution or situation. Approval shall be consistent with the intent and purpose of the landscaping requirements of this code. This provision shall not apply to landscape plans that require City Council approval.

(B) *Membership*. A Board of Adjustment for the City of Goldsboro is hereby created. The Board shall consist of five regular members and two alternate members. Five members appointed by the City Council shall reside within the city and two members appointed by the County Commissioners shall reside within the extraterritorial planning area of the city. The Planning Commission shall serve as the Board of Adjustment. The Planning Commission shall follow the rules of procedure established by the Board of Adjustment when operating in this capacity.

(C) *Meetings*. The Board shall establish a regular meeting schedule. All meetings shall be conducted in accordance with quasi-judicial procedures. All meetings of the Board shall be open to the public and whenever feasible the agenda for each Board meeting shall be made available in advance of the meeting.

(D) *Voting*. The concurring vote of 4/5 of the regular Board membership shall be necessary to reverse any order, requirement, decision or determination of the Administrator, to find in favor of the applicant on the issuance of special use permits, to interpret imprecise Ordinance text or zoning district boundaries and to grant a variance or any matter upon which the Board is required to pass under the code. However, the 4/5 majority vote means 4/5 of the entire Board, not just 4/5 of those present. For example, in the case of this seven member Board, if one member is absent and there are no alternate members to take the place of the absent member, a unanimous six votes would be required to obtain the necessary 4/5 majority. (Six being the first whole number to exceed four-fifths (0.80) of the entire Board). If alternate members are present, they may vote in place of any absent member. All other actions of the Board shall be taken by majority vote, a quorum being present.

(E) *Records*. The Board shall keep a public record of its resolutions, transactions, findings and determinations. Final disposition of all cases considered by the Board shall be by written order with the findings of fact stated and the reasons therefore, all of which shall be a matter of public record.

(F) *Staff services*. The Planning Director or his designee shall serve as Secretary to this body. (Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

§ 32.327 RESERVED.

§ 32.328 HISTORIC DISTRICT COMMISSION.

(A) *Purpose and duties*. The purpose and duties of the Commission include:

(1) *Project approvals*. To review and act upon the appropriateness of proposals for alterations, demolitions or new construction within historic districts or to historic landmarks;

(2) *Historic resources inventory*. To undertake an inventory of properties of historical, prehistorical, architectural, and/or cultural significance;

(3) *Historic district and landmark designation.* To recommend to the City Council areas to be designated by ordinance as "Historic Districts"; and individual structures, buildings, sites, area or objects to be designated by ordinance as "Landmarks;"

(4) *Historic property acquisition.* To acquire by any lawful means the fee or any lesser included interest, including the option to purchase properties within an established district or any property designated as a landmark;

(5) *Negotiation.* To negotiate at any time with the owner of a building, site, area or object for its acquisition or preservation;

(6) *Historic property protection.* To restore, preserve and operate historic properties;

(7) *Revocation of designation.* To recommend to the City Council that the designation of any area as a historic district or part thereof, or designation of any building, structure, site, area or object as a landmark, be revoked or removed for cause;

(8) *Public outreach.* To conduct an educational program with respect to historic properties and districts within its jurisdiction;

(9) *Intergovernmental partnerships.* To cooperate with state, federal, and local governments in pursuance of purposes of this part. The City Council may authorize the Commission to contract with state and federal governments or any agency of either, or with any other organization provided the terms are not inconsistent with state and federal law; and

(10) *Comprehensive planning.* To prepare and recommend the official adoption of a preservation element of the city's Comprehensive Plan.

(B) *Membership.*

(1) A Historic Preservation Commission, known in this section as the "Commission," for the City of Goldsboro is hereby created. The Commission shall consist of seven regular members, two alternate members, and two ex-officio members. The members at the time of appointment shall reside within the planning and zoning jurisdiction of the city. The members of the Commission shall be qualified by special interest, knowledge, or training in such fields as architecture, construction, or historic preservation. Alternate members, when acting on the Commission, shall have all the same powers and duties as the member for which they substitute.

(2) Two ex-officio members shall serve as follows:

(a) The Mayor or one member of the City Council; and

(b) An at-large member appointed by the City Council.

(C) *Staff services*. The Planning Director or his designee shall serve as Secretary to this body. (Ord. 2018-8, passed 2-19-18; Am. Ord. 2021-39, passed 12-20-21)

CHAPTER 92: CEMETERIES

Section

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GENERAL PROVISIONS

§ 92.01 LOT TO BE PAID FOR PRIOR TO MAKING IMPROVEMENTS.

(A) No improvements of any nature, such as erecting memorials or installing footings or corner markers will be permitted on any lot until the full purchase price for the lot is paid.

(B) All work in connection with digging and filling graves shall be done by cemetery employees.
('70 Code, § 6-1) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.02 ENCLOSURE PROHIBITED; CORNER MARKERS.

No enclosure of any nature, such as fences, copings, hedges or ditches shall be around any lot. The boundaries of lots will be marked by center and corner markers, which will be set by the cemetery employees. Cornermarkers must not project above the ground and must not be altered or removed.
('70 Code, § 6-2) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.03 INTERMENTS IN CEMETERY ONLY; FULL PURCHASE PRICE OF GRAVE SPACE REQUIRED PRIOR TO INTERMENT.

(A) No interment shall be made within the city other than in the cemetery.

(B) No interment will be permitted in any grave space until the full purchase price of said grave space is paid.
('70 Code, § 6-3) (Ord. 1977-45, passed 9-19-77; Am. Ord. 1980-36, passed 6-16-80; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.04 NUMBER OF INTERMENTS PER GRAVE.

(A) Grave spaces can be used for either direct burial or cremation burials, but not both.

(1) Direct burial sites will have only one interment per grave space. The only exceptions will be that a mother and infant or two children may be interred in one coffin.

(2) Grave spaces used solely for cremation burials can have up to three interments per grave space.
('70 Code, § 6-4) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.05 NOTICE OF INTERMENT.

(A) Requests for interment must be made during normal business hours and at least 24 hours prior to interment.

(B) Requests for weekend interments must be made no later than close of business on the preceding Thursday.

(C) All interment requests must include a completed interment request form to allow sufficient time for gravesite location and preparation.

(D) Any exceptions regarding notice of interment will be at the discretion of the Cemetery Superintendent and/or Public Works Director.
('70 Code, § 6-5) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2016-40, passed 7-18-16; Am. Ord. 2021-6, passed 5-17-21)

§ 92.06 BY WHOM DISINTERMENTS MADE.

No disinterments shall be made except by cemetery employees and only after obtaining direct consent of the Public Works Director and burial plot owner or nearest of kin. Furthermore, the funeral home director must be present and provide the required disinterment permit.
('70 Code, § 6-6) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21)

§ 92.07 PERMIT REQUIRED TO REMOVE CORPSE FROM CITY.

No corpse shall be carried from the city for any reason without a permit from the County Registrar of Deeds.
('70 Code, § 6-7) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.08 WORK TO BE PERFORMED BY CEMETERY EMPLOYEES.

All work involving the opening and closing of graves shall be done by cemetery employees.
('70 Code, § 6-8) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21)

§ 92.09 VAULTS, LINERS, MAUSOLEUMS, CRYPTS; MATERIAL TO BE USED; MINIMUM LOT SIZE; PERMITS.

(A) No direct burial interment shall be made in any cemetery owned or operated by the city without the use of reinforced concrete, metal or composite burial vaults or liners. Furthermore, the top of the uppermost part of the burial vault or grave liner shall be a minimum of 18 inches below the ground surface.

(B) No portion of any mausoleum or crypt shall be constructed of any material other than cut stone or bronze.

(C) No crypt or mausoleum shall be on any lot less than 400 square feet in area.
('70 Code, § 6-9)

(D) No crypts or mausoleums shall be constructed in the cemetery without written permission of the Public Works Director.

(1) Complete, detailed scale drawings for all proposed crypts or mausoleums shall be submitted to the Public Works Director for approval 30 days prior to desired construction date.

(2) Approved designs for crypts and mausoleums shall not be altered in any way without consent of the Public Works Director.
('70 Code, § 6-10)
(Ord. 1977-45, passed 9-19-77; Am. Ord. 1995-72, passed 10-2-95; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.10 MEMORIALS, HEADSTONES, MONUMENTS, MARKERS AND CORNERSTONES.

(A) Memorials are defined as any headstone, monument, marker or other object memorializing the deceased.

(B) Headstones are the most common form of memorial for a grave site to mark a single grave. The headstone is typically a piece of rock (usually granite or marble) that sits erect on the ground, allowing individuals who walk past to easily identify the individual. Information carved into the headstone can range from a person's name, to birth date and death date, to a quote or saying, to an engraving or inscription. A headstone is typically less ornate than true monuments, and often times are smaller. It is common to have one headstone per family (mother and father).

(C) Monuments are grander memorials, defined as larger upright headstones or family burial lot markers, to identify two or more graves. They can come in various shapes and sizes depicting saints, angels, animals, people, etc. Depending on their size, they may require extensive or engineered foundations for proper support. Such monuments will require the family or responsible party to hire a reputable and qualified monument company to ensure proper installation.

(D) Markers are smaller memorials that often sit flat, and can only be read when standing straight above them. The same basic information carved into a headstone can be printed or carved into a cemetery marker.

(E) Cornerstones are only permitted on burial lots with four or more grave spaces, typically 10' x 20' or larger. They shall be granite or marble and must be installed flush with the ground.

(F) All third party and/or contractor work, including installation, maintenance, repair, cleaning, etc. of memorials, must be coordinated through the Cemetery Superintendent.

(G) All authorized memorials must have foundations that shall:

(1) Be preapproved by the Cemetery Superintendent through the submission of a "Permit to Install Cemetery Memorials."

(2) Be installed by a reputable contractor or monument company hired/contracted by the burial plot owner or nearest of kin.

(3) Be at least one-inch wider and one-inch longer than the base stone resting upon it.

(4) Not project above the surface of the ground.

(5) Extend as low as the Cemetery Superintendent and/or Public Works Director may require for safety and permanence.
('70 Code, § 6-11)

(H) The following guidance regarding memorial plans, quantity and location must be followed to protect the interest of all lots owners and ensure the city's cemeteries remain uniform and attractive:

(1) No memorial may be erected in the cemetery unless a City of Goldsboro "Permit to Install Cemetery Memorials" has been submitted by the burial plot owner or nearest of kin and approved by the Cemetery Superintendent. Memorial specifications, plans and location must be included as part of the permit request and approval process. Once the initial permit is received and approved, the requestor and/or their representative/contractor must coordinate with the Cemetery Superintendent to have the four corners and center of the footing location marked.

(2) Cemetery staff will not be responsible for excavating or pouring any footings or installing memorials. A reputable contractor or monument company must be hired by the burial plot owner or nearest of kin to pour footings and install the memorials. Once the contractor or monument company has excavated and formed up the footing location, they must acquire final approval from the Cemetery Superintendent prior to setting/pouring the concrete.

(3) Only one monument will be permitted on a family burial lot and shall not be more than ½ the width of the lot in height, and shall be of granite or marble. No monument shall cover more than 7% of the ground space of the lot or lots. All monuments, except upon agreement in writing signed by the Public Works Director, shall be placed in the center of lots. ('70 Code, § 6-12)

(4) Only one memorial shall be allowed for each direct burial grave space and shall be placed at the head of the grave. Grave spaces used solely for cremation burials may have a total of three memorials, but only one can be an upright headstone. The others must be flat grave markers. The only exception would be for family burial lots where a monument has been installed in the center of the burial lot. In such cases, all respective direct burial and/or cremation memorials within the burial lot must be flat markers. Individual grave spaces used solely for cremation burials may still have up to three flat markers.

(5) All headstones and markers shall be granite or marble, at least five inches in length, not less than four inches nor more than eight inches in thickness, and not more than 18 inches in width and 24 inches to 30 inches in length. All markers shall be level and set to the contour of the land. Headstones and footstones standing on end are prohibited. All lettering on individual grave markers shall be of the incised type, and in no case will raised letters be permitted on these slabs.
('70 Code, § 6-13)

(6) *Restrictions on ornaments.* Grave markers with porcelain or other photographs are not permitted; however, laser etched inscriptions and photos are allowed. All inscriptions and photos must be respectful and conservative in nature. Any photos or inscriptions the Cemetery Superintendent determines to be outlandish, freakish or unusual in size or appearance will not be allowed.
('70 Code, § 6-14)
(Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21)
Penalty, see § 10.99

§ 92.11 GRAVE MOUNDS AND STONE ENCLOSURES PROHIBITED.

Grave mounds shall not be allowed, nor shall stone or other enclosure around graves be permitted. No lots shall be raised above nor lowered below the established grade.
('70 Code, § 6-15) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.12 IRON WORK, SEATS, VASES PROHIBITED EXCEPT WITH PUBLIC WORKS DIRECTOR'S PERMISSION.

No iron or wire work and no seats or vases shall be allowed on lots except by permission of the Public Works Director. When such articles are approved and begin to rust or otherwise becomes unsightly, they shall be removed from the cemetery.
('70 Code, § 6-16) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.13 TREES AND SHRUBS NOT TO BE CUT, BROKEN OR REMOVED.

No trees, ornamental shrubbery, plants or flowers shall be cut, broken or otherwise damaged or removed from the cemetery without the written consent of the Public Works Director and then only on the lot or lots of the owner requesting such work.
('70 Code, § 6-17) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.14 SPEED LIMIT.

It shall be unlawful to drive any vehicle in the cemeteries at a greater rate of speed than 15 miles per hour.
('70 Code, § 6-18) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.15 BOISTEROUS CONDUCT.

No loud or boisterous talking or laughing, indecent conversation, drinking or immoral conduct of any kind shall be permitted in the cemetery.
('70 Code, § 6-19) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.16 VISITING HOURS; ENTRANCES TO BE USED.

No person shall enter the cemetery except through the gates or provided entrances, which shall be opened from 8:00 a.m. to sunset, unless prior permission has been granted by the Public Works Director.
('70 Code, § 6-20) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21) Penalty, see § 10.99

§ 92.17 CHARGES FOR SERVICES RENDERED BY THE CEMETERY DIVISION.

Charges for services rendered by the Public Works Department, Cemetery Division, shall be set by resolution of the City Council.
(Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21)

§ 92.18 DISPOSITION OF SPENT FLOWERS AND ARRANGEMENTS.

(A) All flower pots or arrangements left on grave site for more than two weeks following the interment service shall be removed and disposed of by cemetery staff unless prior permission for a longer display period has been approved by the Cemetery Superintendent and/or Public Works Director.

(B) All artificial decorations, including breakable standing vases, potted plants, balloons of any type, solar lights, fences, signs, statues, stones, pinwheels, small trees, bird houses, dolls, alcohol bottles, etc., are strictly prohibited in any city cemetery. All floral designs or floral arrangements, other than those placed in a permanently attached vase or container, are prohibited during the grass mowing season from March 1 to November 1. Any exceptions for displaying decorations must be coordinated through the Cemetery Superintendent.
('70 Code, § 6-22) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15; Am. Ord. 2021-6, passed 5-17-21)

§ 92.19 REAL PROPERTY.

(A) The cost of the grave space will be paid in full prior to interment. ('70 Code, § 6-23)

(B) A single grave space may be financed over a 24-month period. Payments may be made either on a monthly or quarterly basis as agreed upon in the cemetery lot sales contract. No interest will be assessed if the conditions of the sales contract are satisfied within 60 days of the date of the contract. Interest at the rate of 8% per annum will be assessed from the date of the contract on the outstanding balance. A delinquency of 90 days in making a specified payment will modify the contract making the entire balance immediately due and payable. At the 180th day of delinquency the sales contract is void and unused grave spaces revert to the city. All payments made on contracts that are voided for payment delinquency will not be refunded. ('70 Code, § 6-24)
(Ord. 1977-45, passed 9-19-77; Am. Ord. 1980-36, passed 6-16-80; Am. Ord. 2001-112, passed 8-20-01; Am. Ord. 2021-6, passed 5-17-21)

§ 92.20 SERVICES; WHEN PAYMENT OF CHARGES DUE.

The charges for all cemetery services provided by the city are due at the time of service completion, unless prior arrangements have been made and approved by the Cemetery Superintendent. Any charges not paid in full 30 days after service completion date will be considered past due and assessed interest at the rate of 8% per annum.
('70 Code, § 6-25) (Ord. 1977-45, passed 9-19-77; Am. Ord. 1980-36, passed 6-16-80; Am. Ord. 2021-6, passed 5-17-21)

§ 92.21 LOTS SOLD SUBJECT TO PERPETUAL CARE; CITY COUNCIL TO DIRECT USE OF FUND.

(A) All lots sold in city-owned cemeteries after February 5, 1962, are subject to ordinary perpetual care and a portion of the purchase price received from the sale of each lot will be turned over to the Commissioner of the Cemetery Trust Fund, such amount to be determined by the City Council. The Cemetery Trust Fund shall be invested as the City Council may direct and the income from such fund shall be used for perpetual upkeep of city-owned cemeteries. All work shall be done under the direction of the Public Works Director by the cemetery employees except when permission is given otherwise. ('70 Code, § 6-26)

(B) Lot owners desiring to enter their lot for perpetual care may do so by depositing the required cost with the City Collection Division. ('70 Code, § 6-27)
(Ord. 1977-45, passed 9-19-77; Am. Ord. 2015-4, passed 2-2-15)

§ 92.22 LOTS SOLD SUBJECT TO RULES AND REGULATIONS.

All lots in city-owned cemeteries are sold subject to rules and regulations now in force or which may hereafter be adopted and they shall be used for no other purpose than for the burial of the human dead. ('70 Code, § 6-28) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21)

§ 92.23 INSURANCE REQUIREMENTS.

Everyone performing service of any type on city property within the cemetery grounds is required to provide General Liability and Workers' Comp at a minimum. Although Workers' Comp is not required by the State of North Carolina if the employer has less than three employees, it shall be required by the City of Goldsboro since the employer still has liability to cover employees/self-employed. The other types of coverage may be required as determined by the city depending on the type of labor/service being procured. The city shall be listed as an additional insured on the Certificate of Insurance required to be submitted to the cemetery listing the following types of insurance coverage as applicable:

(A) Workman's compensation and Employer's Liability in the amounts of $500,000 each accident, $500,000 each employee for injury by disease and $500,000 aggregate for injury by disease.

(B) Automobile Liability Coverage must apply to all owned, non-owned and hired autos used by the vendor in the amount of $1,000,000 each accident.

(C) Commercial General Liability including Premises and Operation, Independent Contractors, Blanket Contractual, Personal Injury, Products/Completed Operations Liability. Coverage must include Physical or Sexual Abuse Liability in the limits stated. Coverage amounts include $1,000,000 on any one occurrence, $1,000,000 on any one person or organization (Personal Injury), $2,000,000 products/completed operations aggregate and $2,000,000 general aggregate (per project).

(D) The cemetery is to be notified by the installer's insurance carrier thirty (30) days in advance of any cancellation or material changes made in the company's coverage.
(Am. Ord. 2021-6, passed 5-17-21)

WILLOWDALE CEMETERY

§ 92.35 CERTAIN LAND DESIGNATED AS CEMETERY.

All land used for cemetery purposes south of Elm Street shall be known as Willowdale Cemetery.
('70 Code, § 6-33) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21)

§ 92.36 CHARGES FOR GRAVE SPACES OR BURIAL LOTS.

Charges for graves or burial lots located in Willowdale Cemetery shall be set by resolution of the City Council.
(Am. Ord. 2021-6, passed 5-17-21)

ELMWOOD CEMETERY

§ 92.45 CERTAIN LAND DESIGNATED AS CEMETERY.

All land used for cemetery purposes located west of U.S. Highway 117 and south of the Southern Railroad new mainline shall be known as Elmwood Cemetery.
('70 Code, § 6-48) (Ord. 1977-45, passed 9-19-77; Am. Ord. 2021-6, passed 5-17-21)

§ 92.46 CHARGES FOR GRAVE SPACES OR BURIAL LOTS.

Charges for graves or burial lots located in Elmwood Cemetery shall be set resolution of the City Council.
(Am. Ord. 2021-6, passed 5-17-21)

§ 97.05 FIREARMS.

(A) Except as is stated in § 130.07, it shall be unlawful for any person, except duly authorized Parks and Recreation Department employees, park officials or law enforcement officers in the course of their duty to discharge, shoot, fire or explode, or cause to be discharged, shot, fired or exploded any firearm including, but not limited to air rifles, toy pistols, toy guns or other toy arms designed to forcibly hurl a projectile or missile at any time or under any circumstances within any park, or to carry any firearms or dangerous weapons in any park. "Weapons" shall include knives with a blade greater than four inches in length, brass knuckles, clubs, or any item specifically designed to inflict bodily harm.

(B) It shall be unlawful for any person to carry or to explode any explosive device, to include fireworks, sparklers, smoke bombs, firecrackers, roman candles, etc., in any park unless written authority is given by the Parks and Recreation Director.
('70 Code, § 17-10(E)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86; Am. Ord. 2011-75, passed 11-7-11; Am. Ord. 2021-32, passed 9-7-21) Penalty, see § 10.99

§ 97.06 ERECTION OF SIGN, POSTER OR ADVERTISING DEVICE OF ANY KIND PROHIBITED.

It shall be unlawful for any person to place or erect any structure, sign, bulletin board, poster or advertising device of any kind whatever in any park, or to attach any notice, bill, poster, sign, wire, rod, chain or cord to any tree, shrub, fence, railing, post or structure within any park, except such persons as authorized by the Parks and Recreation Department or its designated official.
('70 Code, § 17-10(F)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86; Am. Ord. 2011-75, passed 11-7-11) Penalty, see § 10.99

§ 97.07 SELLING, PEDDLING, AND THE LIKE.

It shall be unlawful for any person to sell, hawk or vend any foods, concession, or other merchandise within the parks, unless written authority is given by the Parks and Recreation Department or its designated official.
('70 Code, § 17-10(G)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86; Am. Ord. 2011-75, passed 11-7-11) Penalty, see § 10.99

§ 97.08 GAMBLING.

It shall be unlawful for any person to conduct or carry on any game of chance in any city park or recreation area at which any money, property or other thing of value is bet, whether the same be in the stake or not.
('70 Code, § 17-10(H)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86) Penalty, see § 10.99

§ 97.09 DISORDERLY CONDUCT.

It shall be unlawful for any person to commit disorderly conduct, as defined in G.S. § 14-288.4, in any city park or recreation area.
('70 Code, § 17-10(I)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86) Penalty, see § 10.99

§ 97.10 DUMPING OF ASHES, TRASH, AND THE LIKE.

Except in containers provided for same, no person shall deposit, dump, throw, cast, lay or place, or cause to be deposited, dumped, thrown, cast, laid or placed any ashes, trash, rubbish, soil, earth, paper, garbage, refuse, debris, plant clippings or limbs or leaves in or upon any city park or recreation areas or in any watercourse, lake, pond or slough within the park lands. Dumpsters placed on recreation and park areas shall be used for park refuse only. It shall be unlawful for private citizens or businesses to use park dumpsters for their private refuse.
('70 Code, § 17-10(K)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86) Penalty, see § 10.99

§ 97.11 FIRES.

It shall be unlawful for any person to make or kindle a fire in any park, except in a regularly constructed fireplace or grill. It shall be unlawful for any person to leave any fire unattended, or to fail to completely extinguish a fire and all the embers thereof before leaving such fire.
('70 Code, § 17-10(L)) (Ord. 1971-68, passed 12-6-71; Am. Ord. 1972-40, passed 7-10-72; Am. Ord. 1980-53, passed 10-6-80; Am. Ord. 1982-27, passed 6-7-82; Am. Ord. 1986-7, passed 2-17-86) Penalty, see § 10.99

§ 98.82 FOOTRACES AND BICYCLE RACES.

(A) *Definitions.* For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

FOOTRACE. A group of three or more runners or walkers competing against either each other or a time limit over a fixed course all or a part of which involves the use of city street right-of-way.

BICYCLE RACE. A group of three or more bicyclists competing against either each other or a time limit over a fixed course all or a part of which involves the use of city street right-of-way.

(B) *Application.* Application for a race covered by this section shall be made in writing at least 15 working days before the time at which the race shall be scheduled to begin and shall contain the following information:

(1) The name, if any, of the organization or group sponsoring or proposing the race;

(2) The location or locations in the city where the race is proposed to take place;

(3) The date and hours for which permit is sought;

(4) The name of the person applying for the permit;

(5) Whether or not persons below the age of 18 years are expected to participate;

(6) An estimate of the number of persons expected to participate in the race; and

(7) The name of the person or persons to be in charge of the activity and who will accompany it and carry permit at all times.

(C) *Issuance of permit.* Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall immediately issue a permit consistent with the standards prescribed herein. The permit shall contain all information stated on the application and shall be signed by the issuing officer.

(D) *Standards.* The following standards shall apply to all footraces and bicycle races subject to this section conducted in the city:

(1) No more than one race may be conducted within the city at any one time.

(2) Every race shall follow a route approved by the Chief of Police or his designated agent.

(3) No one participating in a race or proceeding along the route of a race shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.

(4) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a race.

(5) The organizer of an event subject to this section shall make provision for proper safety procedures at intersections and along other sections of the right-of-way. The location of the safety monitors shall be determined by the Chief of Police or his designee and the personnel shall be provided at no cost to the city. Personnel hired for such duties shall be sworn law enforcement officers certified by the North Carolina Criminal Justice Education and Training Standards Commission.

(6) The permit shall not be issued until the sponsor shall acquire sufficient insurance or approval by the City Attorney to indemnify the city for damages or liability which the city might incur. ('70 Code, § 15-54) (Ord. 1982-42, passed 8-2-82) Penalty, see § 98.99

§ 98.83 POSSESSION OF FIREARMS AND DANGEROUS WEAPONS PROHIBITED.

(A) It shall be unlawful for any person to possess on or about his person or vehicle any firearm or dangerous weapon of any kind, as defined below, whether exposed or concealed, while participating in any parade or any picketing.

(B) It shall be unlawful for any person present at any parade or picketing or any person upon any street, sidewalk, alley or other public property within 500 feet of any parade or picketing, to possess on or about his person or vehicle any firearm or dangerous weapon of any kind, as defined below, whether exposed or concealed.

(C) For purposes of this subchapter, the term ***DANGEROUS WEAPON*** shall be defined as any device or substance designed or capable of being used to inflict serious injury to any person or property, including, but not limited to: firearms, airguns, BB guns, pellet guns, knives or razors with a blade more than three inches in length, metallic knuckles, clubs, blackjacks, nightsticks, dynamite cartridges, bombs, grenades, explosives, Molotov cocktails and sword canes.

(D) This section shall not apply to the following persons while acting lawfully and within the scope of their duties and authority:

(1) Law enforcement officers;

(2) Officers and soldiers of the armed forces, militia and national guard.
('70 Code, § 15-55) (Ord. 1982-42, passed 8-2-82) Penalty, see § 98.99

§ 98.99 PENALTY.

Any person that violates any provision of §§ 98.40 through 98.51 shall be charged a civil penalty not exceeding $500. ('70 Code, § 20-35) (Ord. 1981-46, passed 8-3-81; Am. Ord. 2021-38, passed 12-6-21)

CHAPTER 111: AMUSEMENTS

Section

Carnivals

111.01 Definitions
111.02 Permission required for carnivals
111.03 Procedure for securing permit

Poolrooms

111.15 Location of poolrooms

111.99 Penalty

CARNIVALS

§ 111.01 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CARNIVALS. Any person, firm or corporation engaged in the business of a carnival company, merry-go-rounds, ferris wheels, riding devices, and other like amusements, and enterprises, under the same general management, or an aggregate of shows, amusements, eating places, riding devices, or any such places operating together on the same lot or contiguous lots or streets, traveling from place to place, whether owned and actually operated by separate persons, firms, or corporations.
('70 Code, § 15-42) (Ord. 1971-14, passed 3-15-71; Am. Ord. 2021-4, passed 5-3-21)

§ 111.02 PERMISSION REQUIRED FOR CARNIVALS.

(A) It shall be unlawful to hold carnivals without first completing a special event application through the Goldsboro Police Department and receiving approval from the City Manager. The Special Events application shall be made at least 30 days before the event. Any carnival must be sponsored by an accredited non-profit organization and/or the city. Carnival locations must be in compliance with all applicable state laws as well as any zoning regulations and shall only be operated between the hours of 9:00 a.m. and 10:00 p.m.

(B) Written proof of compliance with any and all state laws shall be provided prior to the operation of the carnival and any of its rides, amusements, services, or any activities of any kind. Additionally, the applicant, shall in said application, agree to hold the city harmless and indemnify the city for any and all claims arising out of any acts and/or omissions relating in any way to any and all activities.
('70 Code, § 15-43) (Ord. 1971-14, passed 3-15-71; Am. Ord. 2021-4, passed 5-3-21) Penalty, see § 111.99

§ 111.03 PROCEDURE FOR SECURING PERMIT.

(A) Entertainment covered in this section and housed under canvas, tenting, or temporary structure shall obtain written permission from the Fire Chief that the structure meets the safety standards required by other places of public assembly.

(B) Evidence of adequate insurance to hold the city and its taxpayers harmless from claims arising out of the operation of the carnival as determined by the City Manager in consultation with the City Attorney and insurance carrier. Applicant must provide proof of general liability insurance coverage of at least $5,000,000 in either general liability insurance or umbrella insurance coverage to be determined at the discretion of the City Manager and shall be in place at the time such structure is to be occupied or such place of assembly is established for use by the public. The city shall be added as an additional insured on said policy for any and all relevant times to the operation and/or carnival presence.
('70 Code, § 15-44) (Ord. 1971-14, passed 3-15-71; Am. Ord. 2021-6, passed 5-3-21)

(C) Locations at which itinerant merchants set up and expose for sale goods, wares or merchandise shall provide adequate access and parking. This determination will be made by the Inspections Division during their permit investigation.

(D) Itinerant merchants and peddlers may only operate during the hours of 6:00 a.m. and 9:00 p.m.

(E) Itinerant merchants will be limited to one temporary sign of no more than 12 square feet. This sign shall be removed each day at the close of business. No sign shall be allowed within the street right-of-way.

(F) No peddler or itinerant merchant, nor any person in his behalf shall shout, make any cryout, blow a horn, ring a bell or use any sound device, including any loudspeaker, radio or sound-amplifying system upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such permittee proposes to sell.
('70 Code, § 11-99) (Ord. 1984-45, passed 11-19-84) Penalty, see § 113.99

ADMINISTRATION AND ENFORCEMENT

§ 113.45 INSPECTIONS DIVISION AND POLICE DEPARTMENT TO ENFORCE PROVISIONS.

It shall be the responsibility of the Inspections Division (during normal business hours), the Police Department (during all other times) to enforce this chapter.
('70 Code, § 11-101) (Ord. 1984-45, passed 11-19-84)

§ 113.46 APPEAL FROM DENIAL OR REVOCATION OF PERMIT.

Any person aggrieved by the action of the Building Inspector in the denial of an application for a permit provided in § 113.17, or in the decision with reference to the revocation of a permit as provided in § 113.22, shall have the right of appeal to the City Council. Such appeal shall be taken by filing with the City Council within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Council shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appealer in the same manner as provided in § 113.22 for notice of hearing on revocation. The decision and order of the City Council on such appeal shall be final and conclusive.
('70 Code, § 11-103) (Ord. 1984-45, passed 11-19-84)

§ 113.99 PENALTY.

(A) Any violation of this chapter may be subject to a fine not exceeding $50.

(B) Each day's violation of this chapter shall constitute a separate and distinct offense.

(C) Notwithstanding division (A) of this section, the provisions of this chapter may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction.

(D) The violation of this chapter shall subject the offender to a civil penalty in the amount of $250 provided the offender does not pay the penalty within ten days after he has been cited for violation of this chapter.
('70 Code, § 11-104) (Ord. 1984-45, passed 11-19-84; Am. Ord. 2021-38, passed 12-6-21)

to the adoption of this section may utilize rooms less than 200 square feet of area provided such rooms contain at least 70 square feet of floor area for one occupant and an additional 50 square feet for an additional occupant. No more than two persons may share a room in new or existing rooming houses.

(I) All existing and new rooming houses shall have a monitored fire alarm system. All boarding houses shall have a monitored fire alarm system installed and operational within 180 days of the adoption of this section.

(J) All existing and new rooming houses shall have hardwired smoke detectors installed in all common areas and in sleeping quarters.

(K) Fire extinguishers shall be provided in all common areas and sleeping areas. The exact location of fire extinguishers and type of extinguishers shall be approved by the Fire Inspector.

(L) A key box shall be installed at a location determined by the Fire Inspector. The key box shall be of an approved type and contain keys necessary to gain access to the building.
(Ord. 2007-25, passed 3-19-07) Penalty, see § 116.99

§ 116.04 COMPLIANCE.

(A) All persons required by this chapter to have a license that are operating a business shall have 30 days from the application of this chapter to file for any required license.

(B) The Inspections Department and Fire Department shall inspect each rooming business annually to determine compliance.

(C) Boarding and rooming houses that do not comply with the provisions of § 116.03 and have not brought their facility into compliance with § 116.03 as outlined above shall cease operation no later than 180 days from the adoption of this chapter.
(Ord. 2007-25, passed 3-19-07) Penalty, see § 116.99

§ 116.05 RELATION TO OTHER LAWS.

Nothing in this chapter shall authorize or condone any violation of federal, state and city fair housing laws and state landlord and tenant laws. This chapter shall not diminish any private right of action of any person.
(Ord. 2007-25, passed 3-19-07)

§ 116.99 PENALTY.

Enforcement may be by any one or a combination of the following methods, and the institution of an action under any of these methods shall not relieve any party from any other criminal or civil proceeding prescribed for violations of this chapter:

(A) *Civil penalties.*

(1) Any person who shall operate a business without first applying for and obtaining the license required in § 116.02 shall be subject to a civil penalty not exceeding $500, and each continuing day of noncompliance following notice thereof shall result in the assessment of an additional civil penalty not exceeding $500 per day.

(2) Any licensee who, after receiving written notice by the city, violates this chapter shall be subject to a civil penalty not exceeding $500. Thereafter, each subsequent single violation occurring on the same business location, shall be assessed a civil penalty not exceeding $500.

(B) *Equitable remedies, including injunctions.* As authorized by the City Council, the city may apply for any appropriate equitable remedy to enforce the provisions of this chapter, including mandatory or prohibitory injunctions commanding the party to correct the unlawful condition or cease the unlawful use of the business.

(C) *Revocation of license.* Following a written recommendation of the City Manager which describes the nature of any violation, the City Council may revoke a license issued pursuant to § 116.02 if it determines that the licensee has violated any provision of this chapter and other means of enforcement have failed to deter the licensee from operating in violation of this chapter.
(Ord. 2007-25, passed 3-19-07; Am. Ord. 2021-38, passed 12-6-21)

the questions of such revocation. After the hearing, the City Manager, or his or her designee, shall notify the permit holder in writing of his or her decision regarding the revocation. Such revocation may be appealed to the City Council.
(Ord. 2007-22, passed 3-19-07)

§ 117.09 RESERVATION OF RIGHTS.

The city reserves the right to require any pushcart or mobile food unit established pursuant to this section to cease part or all of its operation in order to allow for construction, maintenance, or repair of any street, sidewalk, utility or public building by the city, its agents or employees or by any other governmental entity or public utility; and to allow for use of the street or sidewalk in connection with parades, civic festival, and other events of a temporary nature as permitted by the city.
(Ord. 2007-24, passed 3-19-07)

§ 117.99 PENALTY.

(A) Any violation of this chapter may be subject to a fine not exceeding $250. Each day's violation of this chapter shall constitute a separate and distinct offense.

(B) The provisions of this chapter may be enforced by any appropriate, equitable action.
(Ord. 2007-24, passed 3-19-07; Am. Ord. 2021-38, passed 12-6-21)

CHAPTER 130: OFFENSES AGAINST CITY REGULATIONS

Section

130.01 Firearms, air guns
130.02 Firebombs
130.03 Consumption of alcoholic beverages on public property
130.04 Spitting on sidewalks
130.05 Selling papers, magazines from automobiles
130.06 Loitering
130.07 Prohibition of the carrying and display of handguns, firearms and other weapons at certain public locations

§ 130.01 FIREARMS, AIR GUNS.

Firing prohibited; exception. It shall he unlawful for any person to shoot or discharge, or to cause to be shot or discharged, within the city any firearms, or any air rifle, gun or pistol, or any spring gun, pistol, slingshot or similar device which impels with force a shot or pellet of any kind, except when the same is done in defense of person or property in a manner excusable under state law, or at military funerals and other public events under proper supervision of the Police Department or as permitted by conditional use for a firing range when properly approved by the City Council as detailed in Chapter 153 entitled Zoning of the Unified Development Code. The Chief of Police or any member of the Police Department is authorized to seize and hold, subject to order of court, any such air rifle, gun or pistol or spring gun or pistol, or other similar device which impels with force any shot or pellet of any kind, which shall be used, shot or discharged within the city in violation of this section.
('70 Code, § 15-1) (Am. Ord. 2013-21, passed 4-1-13) Penalty, see § 10.99

Cross-reference:

Concealed handguns, see § 130.07

§ 130.02 FIREBOMBS.

(A) *Definitions.* For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

FIREBOMB. Any type of object designed or constructed so that upon being propelled it will explode or ignite its area of impact.

MOLOTOV COCKTAIL. Any breakable container or any container which is designed in such manner that upon being propelled it will at impact empty its contents, which is filled with an inflammable fluid or substance, and which is fitted with a fuse or wick.

(B) *Prohibited acts.* It shall be unlawful for any person or persons to manufacture, possess, transport or use any Molotov cocktail or other firebomb.

(C) *Possession of materials restricted.* It shall be unlawful for any person or group of persons to possess all the items or materials needed to manufacture Molotov cocktails or other firebombs, other than on his or their premises.

(D) *Prima facie presumption of guilt as to parent.* Any parent, guardian or other person standing in loco parentis who knowingly allows his child or ward, who is under the age of 21, to wilfully and unlawfully violate the provisions of this section shall be deemed to have knowingly aided and abetted the violation of this section and the prima facie presumption of guilt shall arise as to such parent, guardian or other person standing in loco parentis to such child or ward and he shall be punished as herein provided.
('70 Code, § 15-6) (Ord. 1968-13, passed 4-23-68) Penalty, see § 10.99

§ 130.03 CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY.

No person shall consume any alcoholic beverage, as defined by G.S. § 18B-101, on property owned or occupied by the city, including but not limited to public streets, boulevards, alleys, rights-of-way, sidewalks, buildings, and parks, unless a valid permit is obtained from the City Manager. The City Manager is hereby authorized to issue a special permit that will allow the consumption of alcoholic beverages, as defined by G.S.§ 18B-101 upon filling out and filing of a proper application with the City Manager.
(Ord. 1998-85, passed 1-1-99; Am. Ord. 2008-40, passed 4-21-08) Penalty, see § 10.99
Statutory reference:
Authority to regulate the consumption of alcoholic beverages on public property, see G.S. § 18B-300

§ 130.04 SPITTING ON SIDEWALKS.

It shall be unlawful to spit on any paved sidewalk, street, upon any paving or platform connected with any railroad or bus passenger station, or upon the floor or wall of any public building.
('70 Code, § 15-3) Penalty, see § 10.99
Cross-reference:
Streets and sidewalks generally, see Chapter 98

§ 130.05 SELLING PAPERS, MAGAZINES FROM AUTOMOBILES.

It shall be unlawful to sell or offer for sale any paper, magazine or periodical from any stationary automobile or other vehicle parked on the streets.
('70 Code, § 15-4) Penalty, see § 10.99

§ 130.06 LOITERING.

(A) *Definitions.* For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) ***LOITERING.*** Remaining idle in essentially one location and shall include the concepts of spending time idly; being dilatory; lingering; standing around aimlessly; sauntering, remaining in one locale for no meaningful purpose and shall also include the colloquial expression "hanging around."

(2) ***PUBLIC PLACE.*** Any place to which the general public has access and a right to resort for business, entertainment, recreation or any other lawful purpose, but does not necessarily mean a place devoted solely by the uses of the public. It shall also include the front or immediate area of any store, shop, tavern, restaurant or other place of business and also public areas and grounds.

(B) *Prohibited acts.* It shall be unlawful for any individual to loiter, loaf, wander aimlessly, stand or remain idle either alone and/or in consort with others in a public place in such a manner so as to:

(1) Obstruct or make dangerous any public street, alley, highway, sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic and/or pedestrians.

(2) Commit in or upon any public street, alley, highway, sidewalk or any other public place or building any act or thing which is dangerous to and/or is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, alley, highway, sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress, therein, thereon and thereto.

(C) *Police order to disperse.* When any person causes or commits any of the conditions enumerated in division (A) of this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders shall be guilty of a violation of this chapter.
('70 Code, § 15-8) (Ord. 1973-41, passed 6-18-73) Penalty, see § 10.99

§ 130.07 PROHIBITION OF THE CARRYING AND DISPLAY OF HANDGUNS, FIREARMS AND OTHER WEAPONS AT CERTAIN PUBLIC LOCATIONS.

(A) *Concealed handguns.*

(1) *Possession prohibited.* No person shall carry a concealed handgun or other dangerous weapon on or within any city-owned building and/or their appurtenant premises or in city recreational facilities as defined by G.S. § 14-415.23, which are all city athletic fields and athletic facilities. A list of recreational facilities shall be set out in a Schedule of Recreational Facilities at which Concealed

Handguns are Prohibited which shall be updated as necessary and retained permanently in the office of the Director of Parks and Recreation. Notwithstanding the foregoing, nothing in this section shall prohibit a concealed handgun permittee from securing the handgun within an enclosed compartment of a locked motor vehicle.

(2) An appropriate notice of the prohibition shall be posted in a conspicuous place in each city-owned building and/or their appurtenant premises and in city recreational facilities as defined by G.S. § 14-415.23 notifying persons of the prohibition against carrying a concealed handgun therein.

(B) *Other firearms and weapons.*

(1) No person shall display any firearm in public-owned buildings, on the grounds or parking areas of those buildings, or in public parks and recreation areas, including city greenways. On all other public property within the city, including public streets, alleys, and sidewalks, display of firearms shall comply with the following:

(a) No firearms other than handguns, as defined in G.S. § 14-409.39, may be displayed;

(b) The handgun shall be bolstered such that firing of the weapon is not possible;

(c) The handgun shall be clearly visible and not concealed or partially concealed;

(d) Display of handguns is prohibited for any person while consuming alcohol or at any time while the person has remaining in the person's body any alcohol or in the person's blood a controlled substance previously consumed, but a person does not violate this condition if a controlled substance in the person's blood was lawfully obtained and taken in therapeutically appropriate amounts;

(e) Display of handguns is prohibited on any public streets, including adjacent sidewalks, that have been closed by the chief of police or designee pursuant to § 98.80.

(2) No person shall display any deadly weapon as defined in G.S. § 14-269(a), or any knife having a blade of three inches or longer, BB gun, air gun, paintball gun, airsoft gun, bow and arrow or any type of lethal weapon, while on any public street, alley, sidewalk or other public property within the town, including town greenways, unless specifically permitted or authorized by law. No person shall carry or have possession of a knife having a blade of three inches or longer, a BB gun, air gun, paintball gun, airsoft gun, bow and arrow or any type of lethal weapon in any park, including city greenways.

(3) This division (B) is not applicable to concealed handguns, which are governed by division (A) above.

(C) *Exceptions.* The possession or display of a firearm or other weapon is exempt from the provisions of this § 130.07 in the following situations:

(1) If the chief of police, or designee, has authorized the public possession or display of a firearm, or other weapon, as part of an official program or event sponsored or sanctioned by the town.

(2) If the possession or display of the firearm, or other weapon, was the result of an individual(s) exercising his or her legitimate right to self-defense or the defense of others as allowed by law.

(3) If the possession or display of the firearm, or other weapon, was conducted by a person(s) authorized by law to carry and display such items as part of their official or otherwise recognized lawful duties (e.g., law enforcement officers, military personnel, security guards, etc.).

(4) If the possession or display of the firearm, or other weapon, was necessary for the temporary transport and securing of the item and was not otherwise in violation of existing statutes or ordinances (e.g., recent purchase and movement to vehicle for transport, securing of firearm by CCH permit holder in vehicle, found item to be turned in to authorities, firearm in approved vehicle gun rack, etc.).

(5) The possession or display of a knife with a blade longer than three inches for the performance of the duties of a town employee or contractor.

(D) *Violation.* The carrying of concealed handguns or the possession or display of any firearm or other weapon as defined in this section, in or upon any of the locations specified by this section, shall constitute a misdemeanor and subject any violator(s) so convicted to such penalties as may be imposed by the court.
(Ord. 1995-51, passed 8-7-95; Am. Ord. 2021-31, passed 9-7-21) Penalty, see § 10.99

Cross-reference:

Firearms, see § 130.01

CHAPTER 153: UNIFIED DEVELOPMENT CODE; ZONING

Section

153.01 Unified Development Code and Official Zoning Maps adopted by reference

§ 153.01 UNIFIED DEVELOPMENT CODE AND OFFICIAL ZONING MAPS ADOPTED BY REFERENCE.

The Unified Development Code and Official Zoning Maps for the City of Goldsboro, North Carolina, and its extraterritorial jurisdiction, and dated April 4, 2005, as on file in the office of the City Clerk, are hereby adopted by reference as if set out in full herein.
(Ord. 2005-37, passed 4-4-05; Am. Ord. 2006-95, passed 12-18-06; Am. Ord. 2007-17, passed 2-19-07; Am. Ord. 2007-23, passed 3-5-07; Am. Ord. 2007-48, passed 6-4-07; Am. Ord. 2007-59, passed 7-9-07; Am. Ord. 2007-62, passed 7-23-07; Am. Ord. 207-68, passed 8-6-07; Am. Ord. 2007-73, passed 9-4-07; Am. Ord. 2007-74, passed 9-4-07; Am. Ord. 2007-85, passed 10-1-07; Am. Ord. 2007-94, passed 11-5-07; Am. Ord. 2007-98, passed 12-3-07; Am. Ord. 2008-91, passed 10-6-08; Am. Ord. 2008-102, passed 11-3-08; Am. Ord. 2009-14, passed 2-16-09; Am. Ord. 2010-39, passed 6-7-10; Am. Ord. 2010-46, passed 6-21-10; Am. Ord. 2010-57, passed 8-16-10; Am. Ord. 2010-65, passed 10-4-10; Am. Ord. 2011-6, passed 1-3-11; Am. Ord. 2011-7, passed 1-3-11; Am. Ord. 2011-17, passed 4-4-11; Am. Ord. 2011-18, passed 4-4-11; Am. Ord. 2011-27, passed 5-2-11; Am. Ord. 2011-29, passed 5-2-11; Am. Ord. 2011-30, passed 5-2-11; Am. Ord. 2011-45, passed 7-5-11; Am. Ord. 2012-10, passed 2-6-12; Am. Ord. 2012-26, passed 4-2-12; Am. Ord. 2012-34, passed 5-7-12; Am. Ord. 2012-35, passed 5-7-12; Am. Ord. 2012-59, passed 7-23-12; Am. Ord. 2012-67, passed 10-1-12; Am. Ord. 2012-68, passed 10-1-12; Am. Ord. 2013-2, passed 1-7-13; Am. Ord. 2013-15, passed 3-4-13; Am. Ord. 2013-21, passed 4-1-13; Am. Ord. 2015-18, passed 5-4-15; Am. Ord. 2015-26, passed 7-6-15; Am. Ord. 2015-33, passed 9-8-15; Am. Ord. 2015-45, passed 11-2-15; Am. Ord. 2015-46, passed 11-2-15; Am. Ord. 2016-17, passed 4-4-16; Am. Ord. 2016-28, passed 5-2-16; Am. Ord. 2016-56, passed 11-21-16; Am. Ord. 2017-23, passed 5-8-17; Am. Ord. 2017-46, passed 9-5-17; Am. Ord. 2017-47, passed 10-2-17; Am. Ord. 2017-54, passed 11-6-17; Am. Ord. 2017-62, passed 12-4-17; Am. Ord. 2018-2, passed 1-8-18; Am. Ord. 2018-30, passed 6-4-18; Am. Ord. 2019-19, passed 4-1-19; Am. Ord. 2019-46, passed 7-15-2019; Am. Ord. 2019-47, passed 7-15-19; Am. Ord. 2021-9, passed 6-7-21; Am. Ord. 2021-34, passed 10-4-21)

Ord. No.	*Date Passed*	*Description*
2017-4	1-17-17	Annexing certain noncontiguous real property, being property of Ample Storage Goldsboro, LLC.
2017-20	4-17-17	Annexing certain contiguous real property, being the property of Mills Goldsboro Properties, LLC.
2017-31	6-26-17	Annexing certain contiguous real property, being the property of Cuyler Spring Housing Associates, LLC Property.
2017-32	6-26-17	Annexing certain contiguous real property, being the property of Redco Properties, LLC.
2017-49	10-16-17	Annexing certain contiguous real property, being the property of AAA Mini-Storage (Paul Williams Property).
2018-47	10-1-18	Annexing certain contiguous real property, being two tracts of The Three J's Property.
2019-3	1-22-19	Annexing certain noncontiguous real property, being J. Isaac Gurley Farms.
2019-68	12-16-19	Annexing certain noncontiguous real property labeled the Luis Jimenez annexation.
2020-9	4-20-20	Annexing certain noncontiguous real property labeled the Renu-Life Extended, Inc., annexation.
2021-37	11-15-21	Annexing certain contagious real property labeled the Tiffany Gardens, Phase I annexation.

Ord. No.	Effective Date	Description
1999-22	4-5-99	Designation of "Royall Avenue" running from the western right-of-way of North William Street (U.S. 117 Business) in a westerly direction an average distance of 1,085 feet to its intersection with the eastern right-of-way of Center Street.
1999-23	4-5-99	Designation of "West Patetown Road" running from the western right-of-way of North William Street, (U.S. 117 North) in a westerly direction an average distance of 295 feet to its intersection with the eastern right-of-way of U.S. Highway 117 Bypass.
2000-35	5-1-00	Designation of "Corporate Drive" running on the south side of U.S. 70 from North Williams Street to Wayne Memorial Drive and having a total length of 4,560 ft. and a right-of-way width of 60 ft. (formerly State Road 1590).
2001-123	9-4-01	Changing name of Branch Street to Nannie Ryals Street for that portion running from the northeastern right-of-way of Vann Street in a northerly direction a distance of approximately 800 feet to its intersection with the northwestern right-of-way of Neuse Circle and having a right-of-way width of 60 feet.
2021-30	8-2-21	Changing the name of Poplar Street to Dr. H. E. McNair Street for that portion running from Harris Street intersection northwards approximately 1,500 linear feet to its terminus.

Ord. No.	*Date Passed*	*Description*
2020-17	7-13-20	Rezoning property of Adamsville Gateway Center, LLC, zoned GB CD, on the east side of S. Berkeley Boulevard between E. Elm Street and East Street, to allow additional permitted uses for the site.
2020-23	10-5-20	Rezoning property of Durban Development, LLC, on the southwest side of N. Berkeley Boulevard and Langston Drive, from O&I-1 CD to GB CD in order to operate an automobile service center.
2020-24	10-5-20	Rezoning property of Wooten Development Company, on the southwest corner of N. Berkeley Boulevard and Maplewood Drive, from O&I-1 to NB.
2020-27	11-2-20	Rezoning property of Capps Enterprises of Greenville, on East Ash Street between N. Durant Street and Ridgewood Drive, from NB to GB.
2020-30	11-16-20	Rezoning property of Jones Sawmill, on the northwest corner of Belfast Road and I-795 Bypass, from R-20A to I-2.
2020-32	12-7-20	Rezoning property of Chestley Taylor, on the southwest corner of Carriage Road and E. Ash Street, from R-20 and RM-NC to R-12.

Ord. No.	*Date Passed*	*Description*
2020-33	12-21-20	Rezoning property of Wayne Oil Company, Inc., on the northwest corner of Wayne Memorial Drive and Fourth Street, from NB to GB CD.
2021-1	1-4-21	Rezoning property of Three J's Inc., on the south side of Eleventh Street between Wendell Street and Norwood Avenue, from HB to GB CD to limit the use of the property to a commercial multi-tenant facility to include used automobile sales, a body and paint shop, automobile rentals and one additional flex space for future lease by modifying the required vehicular surface area plantings due to existing site conditions.
2021-8	6-7-21	Rezoning property of Faith Christian Academy located on the south side of W. US 70 Hwy between Hargrove Street and US 117 Hwy from GB to O&I-1.
2021-25	7-12-21	Rezoning property of Anita Yousif, located on the south side of E. Ash Street between Barrow Court and Malloy Street from R-16 to O&I-1.
2021-26	7-12-21	Rezoning property of FSC II, LLC (Asphalt Plant) located on the north side of W. US 70 Hwy between Perkins Mill Road and Springwood Drive from GB to 1-2CZ, limiting the use of the property to an asphalt plant.

Ord. No.	*Date Passed*	*Description*
2021-27	7-12-21	Rezoning property of MLFL Inc. located on the south side of S. Slocumb Street between Westbrook Road and Seymour Drive from GB RM-NC, GB & I-2 to PUD for the purposes of limiting the use of the property to a 40-unit tiny home village.
2021-29	8-2-21	Rezoning property of Tiffany Garden, Phase II, located on the west side of Thoroughfare Road between Central Heights Road and NC Railroad from R-16 to R-6 CZ for an 84 unit apartment complex.
2021-33	9-7-21	Rezoning property of Paul Vinson III, located on the south side of 11th Street at the intersection of 11th Street and N. William Street from HB to GB.
2021-35	11-1-21	Rezoning property of County of Wayne located on the north side of Wayne Memorial Drive and on the northeast corner of Eighth and Humphry Streets from O&I-II to I-2.
2021-36	11-1-21	Rezoning property of County of Wayne located east of Fourth Street between Clingman and Humphry Streets from O&I-II to I-2.

REFERENCES TO NORTH CAROLINA GENERAL STATUTES

G.S. Cite	*Code Section*
1-597	52.17, 52.18
Ch. 7A	151.24
12-2	10.16
12-3	10.05
14-4	10.99, 72.99, 90.99, 96.09, 96.35, 152.42
Ch. 14, Art. 27A	131.01
14-177 - 14-202.1	112.15
14-203 - 14-208	112.15
14-204	112.15
14-205.1 - 14-206	112.15
14-208.18	131.03
14-208.18(a)(1)	131.03
14-208.18(a)(2)	131.03
14-208.18(a)(3)	131.03
14-269(a)	130.07
14-288.4	97.09
14-304 - 14-309	110.20
14-409.39	130.07
14-410 - 14-415	95.04
14-415.23	130.07
15A-1340.20 et seq.	131.99
18B-101	118.05, 130.03
18B-300	130.03
19-1(b)	116.01
20-4.01(12a)	76.01
20-4.01(27)d1	70.01
20-162	70.32
20-162.1	72.92
67-4.1 et seq.	91.17
69-4	33.19
Ch. 93B	110.20
105-33	110.01, 110.02
105-53	110.22, 113.01
105-64 - 105-187	34.01
105-90	110.23
105-164.3(17)	34.01
105-187.1(3)	34.01
105-187.1(8)	34.01
105-228.90 - 105-269.15	34.01

G.S. Cite	*Code Section*
105-349	34.01
105-463 - 105-549	34.01
106-65.22 et seq.	91.01
113-274	91.01
113-300.1 - 113-300.3	91.01
130A-184 et seq.	91.22
130A-290 et seq.	151.05
130A-290(a)(6)	151.05
130A-290(a)(35)	151.05
130A-290(a)(36)	151.05
136-103 - 136-121.1	Chtr., § 12.1
Ch. 143	51.051
Ch. 143, Art. 33C	131.01
143-143.15	151.31(3)
143-213(18)	51.002
143-215.1	51.002, 51.051
143-215.1(b)	51.051
143-215.3	51.002
143-215.6B	51.102
143-215.6B(f)	51.102
143-215.6B(g)	51.102
143-215.6B(h)	51.102
143-215.6B(i)	51.102
143-215.51 et seq.	151.01
143-215.58	151.13, 151.23(5)
143-434 et seq.	91.01
157-5	32.220
160-175	10.99
160-272	10.01
Ch.160A, Art. 16	54.01
160A-79	10.05
160A-146	31.01
160A-168(c)	31.05, 115.01
160A-174 et seq.	151.01
160A-175	72.99, 96.35
160A-175(g)	96.35
160A-179	96.12
160A-187	91.17
160A-193	96.08
160A-208.1	34.01
160A-211	34.01
160A-215.1	34.01
160A-215.1(b)	34.01
160A-215.1(d)	34.01

Ord. No.	*Date Passed*	*Code Section*
2020-1	1-6-20	32.321
2020-2	2-3-20	T.S.O., Table IV
2020-5	3-2-20	T.S.O., Table IV
2020-8	4-6-20	T.S.O., Table IV
2020-9	4-20-20	T.S.O., Table I
2020-10	5-18-20	Adopting Ordinance
2020-17	7-13-20	T.S.O., Table IV
2020-23	10-5-20	T.S.O., Table IV
2020-24	10-5-20	T.S.O., Table IV
2020-27	11-2-20	T.S.O., Table IV
2020-30	11-16-20	T.S.O., Table IV
2020-32	12-7-20	T.S.O., Table IV
2020-33	12-21-20	T.S.O., Table IV
2021-1	1-4-21	T.S.O., Table IV
2021-4	5-3-21	111.01 - 111.03
2021-6	5-17-21	92.01 - 92.20, 92.22, 92.23, 92.35, 92.36, 92.45, 92.46
2021-8	6-7-21	T.S.O. Table IV
2021-9	6-7-21	153.01
2021-10	6-7-21	Adopting Ordinance
2021-25	7-12-21	T.S.O. Table IV
2021-26	7-12-21	T.S.O. Table IV
2021-27	7-12-21	T.S.O. Table IV
2021-29	8-2-21	T.S.O. Table IV
2021-30	8-2-21	T.S.O. Table III
2021-31	9-7-21	130.07
2021-32	9-7-21	97.05
2021-33	9-7-21	T.S.O. Table IV
2021-34	10-4-21	153.01
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2021-36	11-1-21	T.S.O. Table IV
2021-37	11-15-21	T.S.O. Table I
2021-38	12-6-21	10.99, 98.99, 113.99, 116.99, 117.99
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North Carolina

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P 919.580.4362

City of Goldsboro
Departmental Monthly Reports
January 2022

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4. Finance
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8. Inspections
9. Paramount Theater-GEC
10. Parks and Recreation
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15. Travel and Tourism

COMMUNITY RELATIONS DEPARTMENT
January 2022
Prepared by: Felecia Williams, Community Development & Relations Director
Date Prepared: January 31, 2022

- The Mayor's Committee for Persons with Disabilities (MCPD) met for its regular monthly meeting on January 20th. The MCPD Disability Walk Subcommittee met in person on January 11th.
- On January 11th, the Commission on Community Relations and Development (CCRD) met for its regular monthly meeting. The MLK Planning subcommittee also met on January 11th. The CCRD hosted the annual MLK Celebration (virtually) on January 17th.
- GYC held its regular meeting on January 5th at W.A. Foster Center.
- Community Relations Activities:
  1. Staff attended a CALM Executive Board meeting on January 6th at the Laughing Owl.
  2. Staff supported the 2022 Citizens Academy sessions on January 13th and January 27th.
  3. By request, Staff met with IT Department for a department budget meeting on January 11th.
  4. By request, Staff attended a GHA Jobs Plus kickoff at Lincoln Holmes Community Center on January 12th.
  5. Staff attended the regular meeting of the JCPC (virtually) on January 14th.
  6. Staff conducted 2 interviews for the position of Community Relations & Development Specialist on January 18th & 19th.
  7. Staff attended the regular monthly meeting of CALM on January 25th at WCC.
- Community Relations department did not meet for the month of January.
- Community Development Activities:
  1. Staff met with Procurement Manager, Tim Wood, on January 4th & 25th to finalize the bid package for the Essential Single-Family Disaster Recovery Program and to continue work on the HOME-ARP Consultant RFP package. *Both bids were advertised on January 28th.
  2. Staff attended a virtual HUB training offered by the State of N.C. Dept. of Administration on January 4th.
  3. Staff completed a monitoring telephone consult with YMCA for CDBG-CV funding on January 6th.
  4. Staff completed a documentation review (Wages) for CDBG-CV funding on January 19th.
  5. Staff attended a virtual HUD Cares Act (CDBG-CV) training January 24th-28th.
  6. Staff attended a virtual NCHFA Urgent Repair 2022 Application webinar on January 31st.
  7. Staff engaged in 5 phone/virtual consults with HUD Representative for the month of January.
  8. Staff engaged in 1 phone consult and 1 email consult with NCHFA Case Manager for the month of January.
- The Department received three (3) housing complaints and twenty-four (24) requests for assistance for the month of January. *Please refer to Community Relations Addendum for a detailed summary.

2022 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG
Housing Complaints	3												
Consumer & Other	24												

COMMUNITY RELATIONS DEPARTMENT *Addendum*
January 2022
Prepared by: Felecia Williams, Community Relations & Development Director
Date Prepared: January 31, 2022

Complaints/Grievances

Nature of Complaint	Resolution
Busted Pipe	Consulted with and referred to Goldsboro Housing Authority
Utilities in Landlord's name and cut off	-Complaint intake completed -Referred to 4Day Movement for temporary shelter -Referred to Legal Aid of N.C.
Landlord stealing tenant's electricity	Scheduled Complaint intake / Complainant was a no-show

Assistance with Resources

Resource Requested	Number of Requests	Resolution
Home Repair	8	Referred to Hope Restoration Rehabilitation Program
First-Time Homebuyer	9	Provided application packet
Propane Tank	1	Referred to Wayne County DSS & Wayne County Services on Aging
Rent-Utility-Housing Assistance	3	Provided Community Resource List
Resources for fire victim	1	Provided Community Resource List & Referred to 4Day Movement
Domestic Violence victim in danger	1	Referred to Wayne Uplift Association
Employment for Disabled Citizen	1	Referred to Wayne Opportunity Center
Total Requests:	**24**	

Downtown Development Department
January 2022 Monthly Report
Prepared By: Erin Fonseca
Date Prepared: February 15, 2022

Current Downtown Development Office Projects Staff Worked On Over the Month Include:

- Met with (or conversed by email/phone) 6 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited downtown businesses 18 different times.
- DGDC Annual Campaign
- Merchant Planning Session
- Committee Work Plan Task Assignments
- RFP Discussions for South Center Street
- Economic Development Assessment Planning

Downtown Development Office Events or Activities that Staff Administered or Assisted During the Month:

- GWTA Concourse Roof Addition Grant Agreement Update
- NC Main Street Annual Assessment
- Tiger Grant Reporting
- S. Center RFP Document Updated
- Citizens Academy Presentation
- Continued preparation and restore on the new DGDC office
- Committee Work Plans completed
- Departure of Marketing & Administrative Assistant; search began in late January. Interviews in late February.
- Annual evaluations completed

DGDC Events or Activities that Staff Administered or Assisted During the Month:

- Facilitated and attended the following monthly meetings: DGDC Board Meeting (1/11) , DGDC Executive Committee Meeting (1/12) ,DGDC Design (1/11), DGDC EV (1/11), DGDC Merchants Committee Meeting (1/10), and DGDC Promotions Committee Meeting (1/11).
- Band solicitation began for 2022 Center Street Jam series
- Marketing schedule discussions for 2022 events, tourism and social media

Upcoming Events/Activities:

- LFNC Planning, including next steps for economic development plan & RFP development for 400 block of S. Center.
- Website redesign for smooth integration of businesses and properties.
- Rehab development project – due for completion in March/April. Communicating about availability.
- Preparing for the NC Main Street Conference, being held virtually, March 8-10.
- Goldsboro Union Station Adaptive Reuse – soliciting appraisals.

Businesses Opening/Properties Purchased

Other

- The LW opened at 104 E Mulberry St
- Church will open February 18 at 110 W Walnut St
- Downtown Goldsboro's Facebook page followers/likes: 13,398
- Jay's Downtown to re-open soon

ENGINEERING DEPARTMENT
January 2022
Prepared by: Bobby Croom, P. E.
Date Prepared: 3-10-22

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

Stoney Creek Greenway

- The greenway extends from Royall Avenue to Quail Park along Stoney Creek, approximately 1,600 linear feet;
- Staff submitted final plans and specifications for NCDOT approval.

Phase IV Sewer Collection Rehabilitation

- Project is complete with the exception of receiving final pay application from the contractor.

2021 Street Resurfacing

- The resurfacing project is complete with the exception of receiving final pay application from the contractor.

2017 Wastewater System Improvements – FB2020-002

- The project consists of sewer rehabilitation along North Carolina Street from Holly Street to Ash Street, sewer rehabilitation along the Big Ditch Outfall from George Street south to Crump Street; and sewer rehabilitation of a 200-foot segment from the Little River Outfall into old Cherry Hospital campus;
- Project is substantially complete;
- Staff working with contractor on final payment.

Ash Street/Alabama Avenue Sidewalk

- This project consists of installing sidewalk from the right-of-way of NC Railroad along Ash Street to Alabama Street then down Alabama Street to Oak Street;
- Construction plans are 90% complete;
- This project is temporarily on hold.

2019 Water Improvements Project

- The Wooten Company engineering agreement provides services for preliminary engineering report and environmental report for substandard City of Goldsboro water lines;
- PER/EID Report approved by DWI;
- Staff coordinating with DWI to move project from loan to grant status.

Little/Big Cherry Pump Station Relocation and Improvement

- WithersRavenel engineering agreement provides services for project management, engineering report and environmental information documentation for Little/Big Cherry Pump Station;
- PER/EID Report submitted to DWI for review and approval.
- Project is a candidate to be included in the Mount Olive Pickle Plant Expansion Project.

Stormwater Control Measure (SCMs) Inspections

- Approximately 308 SCMs have been approved and 258 SCMs have been constructed to date;
- Stormwater Control Measure Inspections were completed for January and February 2022.

Phase III Wastewater System Improvements

- Staff is coordinating application to secure grant funding, preparation of design and permits.

FINANCE
JANUARY 2022
Prepared By: Andrea Thompson
Date Prepared: March 8, 2022

Revenues	FY 20-21 Actual to Date December-20	FY 21-22 Adjusted Budget	FY 21-22 Actual to Date December-21	YTD % Collected
General Fund	$ 21,198,036	$ 45,835,802	$ 26,348,096	57.48%
Utility Fund	9,309,651	20,739,218	10,525,735	50.75%
Downtown District Fund	60,201	95,174	63,504	66.72%
Occupancy Tax Fund	469,947	1,139,668	573,083	50.29%
Stormwater Fund	772,041	1,576,200	1,078,316	68.41%
Total	$ 31,809,876	$ 69,386,062	$ 38,588,734	55.61%
Expenditures				
General Fund	$ 18,959,347	$ 45,835,802	$ 20,165,280	43.99%
Utility Fund	6,615,655	20,739,218	6,043,377	29.14%
Downtown District Fund	14,130	95,174	52,933	55.62%
Occupancy Tax Fund	232,592	1,139,668	329,738	28.93%
Stormwater Fund	479,891	1,576,200	675,668	42.87%
Total	$ 26,301,615	$ 69,386,062	$ 27,266,996	39.30%

MAJOR CATEGORIES

Revenues	FY 20-21 Actual to Date December-20	FY 21-22 Adjusted Budget	FY 21-22 Actual to Date December-21	YTD % Collected
Property/Occupancy Taxes	$ 12,812,430	$ 18,876,693	$ 13,838,466	73.31%
Charges for Services	12,013,234	23,836,557	13,120,767	55.04%
Revenue Other Agencies	4,602,019	19,483,742	5,318,059	27.29%
Other Revenues	858,714	3,282,836	4,707,523	143.40%
Fund Balance	-	698,394	-	0.00%
Shared Services	1,523,479	3,207,840	1,603,920	50.00%
Total	$ 31,809,876	$ 69,386,062	$ 38,588,734	55.61%
Expenditures				
Labor	$ 14,887,898	$ 32,064,318	$ 14,895,243	46.45%
Non-Labor	11,413,717	37,321,744	12,371,753	33.15%
Total	$ 26,301,615	$ 69,386,062	$ 27,266,996	39.30%

SELECTED OTHER INFORMATION

Collections	FY 20-21 Actual	Actual December-21	Total Collected F-YTD
Debt Setoff	$ 44,690	$ 448	$ 4,146
Surplus	$ 58,361	$ 48,162	$ 52,153

FIRE DEPARTMENT
January 2022
Prepared By: Ron Stempien
Date Prepared: February 4, 2022

- The cause of fire incidents was determined 75% of the time. 25% of fire incidents were classified as undetermined or still under investigation.
- The average response time of first arriving unit was 4:44.
- The full response within 8 minutes occurred 96.5% of all calls.
- 81% of Inspection Violations were cleared within 90 days.
- There were 1 Civilian injury, 0 Civilian deaths, 0 Fire Service injuries, and 0 Fire Service deaths.
- The American Red Cross assisted 1 family due to displacement because of fire damage.
- Fire prevention and community service activities including: Car Seat Safety Checks with Safe Kids of Wayne County, Smoke Detector Installations, and Birthday Parades. January and February consists of EMT Recertification Class. Personnel are required to obtain 28 hrs.

2022	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	216												216	216
Structure Fires:	5												5	5
EMS Calls:	79												79	79
Vehicle Accidents:	22												22	22
Fire Alarms:	44												44	44
Other:	66												66	66
Training Hours:	2709												2709	2709
Safety Car Seat Checks:	0												0	0
Inspections:	132												132	132
2021	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	234	173	227	214	251	240	227	229	240	244	265	237	232	2781
Structure Fires:	6	4	6	4	3	3	3	5	6	2	7	6	5	55
EMS Calls:	89	68	87	83	106	106	84	104	86	86	82	88	89	1069
Vehicle Accidents:	36	30	34	35	35	40	33	33	33	40	40	33	35	422
Fire Alarms:	49	31	41	40	42	41	54	45	56	52	65	38	46	554
Other:	54	40	59	52	65	50	53	42	59	64	71	72	57	681
Training Hours:	3006	3155	3010	2730	2029	1894	1633	1833	1600	1923	1591	1075	2123	25479
Safety Car Seat Checks:	1	0	1	0	1	6	3	3	2	4	2	1	2	24
Inspections:	121	157	217	172	180	237	194	204	179	160	155	109	174	2085

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

Human Resources

- HR staff provided assistance to the Fire Department regarding the reclassification of Lieutenants to Fire Captains. Provided guidance and assistance to complete salary adjustment based on 2 & 3 Tier recommendation from salary study for existing captains.
- HR Staff provided assistance to the Paramount to reclassify position.
- HR Staff has completed audit of 2021 Annual Performance Evaluations. We are currently following up with employees and management team to finalize these missing evaluations.
- HR staff distributed the Employee Appreciation Gifts to staff to the various departments.

Safety

- January City Hall Fire Extinguisher / Defibrillator inspections
- Developing special 30-minute trainings for departments. Topics are all OSHA Mandatory
- January 26 – Safety and Accident Review Committee meeting. Committee investigated five accidents.
- January 21 – Safety training at Park Maintenance Facility. 22 employees attended training.
- Completed 300 and 300A logs to be posted in City Facilities
- Completed OSHA award applications for all departments.
- Scheduled a driving class for February 18
- Meeting with Doug McGrath concerning the North Carolina Freedom Festival Concerts.
- Confirmed Training days for PW Distribution and Collection Division and Water Facility
- Field Safety with private contractors
- Field Safety with crews

Occupational Health

The Occupational Health Nurse continues to provide guidance regarding CDC guidelines and COVID protocols. Health and Safety review sessions with Safety Officer regarding health beat/training sessions. There were 201 clinic visits this month. There were 0 random Non-DOT drug screens, 0 random DOT and 0 breathalyzer (all negative) and 1 DOT post-accident drug screen this month.

MONTHLY STATISTICS

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Employees – FT & PPT	423												423
Employees – Part Time	116												116
Total Employees	539												539
Male	411												411
Female	128												128
Ethnicity – White (Not Hispanic or Latino)	321												321
Ethnicity – Black or African American	195												195
Ethnicity – Hispanic or Latino	18												18
Ethnicity – Asian	1												1
Ethnicity – Other	4												4
Vacancies	24												24
Applications	308												308
Applicant Notices	141												141
New Hires	6												6
Promotions	3												3
Resignations	6												6
Retirements	2												2
Terminations - Involuntary	2												2
Turnover Rate	2.4%												1.5%
Vehicle Accidents	5												5
Workers' Compensation	0												0
FFCRA Leave	76												76
Telework	11												11

***Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel*.**

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Total Employment	569	566	562	562	557	554	550	550	544	537	534	537	553
Vacancies	12	8	26	21	18	19	21	26	23	22	27	24	20
Applications	183	119	203	245	267	299	233	150	164	204	173	131	203
Applicant Notices	214	203	167	66	71	177	94	140	106	196	17	1	132
New Hires	8	2	1	3	4	3	2	8	1	3	1	9	3
Resignations	1	2	3	3	6	6	7	8	6	8	3	4	5
Retirements	0	3	2	0	2	0	0	0	0	2	1	2	1.00
Terminations	0	0	0	0	1	0	1	0	1	0	0	0	.27
Turnover Rate	.18%	.88 %	.89%	.53 %	1.44 %	1.08%	1.09 %	1.45	1.10	1.49	.19	.74	.94%
Vehicle Accidents	2	5	2	7	3	1	3	1	0	3	4	2	3
Workers' Compensation	0	4	2	3	5	4	3	0	0	0	0	0	2.1
FFCRA Leave	41	5	5	3	5	5	2	1	20	9	2	5	9
Telework	27	28	25	23	13	12	11	11	11	11	11	11	17

Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.

Information Technology
January 2022
Prepared By: Scott Williams
Date Prepared: February 07, 2022

- Completed Yearly Preventive Maintenance on Server Room UPS.
- Completed network, audio and security rough-in for new DGDC building.
- Migrated three lift stations to new service providers.
- Completed on-site assessment for Public Utilities Cityworks project.
- Updated Banner servers.
- Coordinated repairs for IT Fiber Cut on Berkeley.
- Worked with Security Central, Brady, and Carolina Phone and Alarm on Evidence room security alarm to assess the issue and get support onsite.
- Completed IT Budget Meetings for 6 departments
- Configured streaming ability for Paramount Events.
- Replaced fiber SFP for Modular Unit at Public Works.
- Resolved SCADA PC software issues
- Fixed Getac In-Car Camera issue.
- Moved PRI service to new provider at City Hall and GPD.
- Setup Willowdale Cemetery on City VoIP Phones.
- Completed GPD Promo Video.
- Migrated Project Management to the Monday.com.
- Upgraded Fiber Link for WRF & Replaced Lab PC at WRF; Replaced UPS at WTP.

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	379												379	379
Tickets Closed	310												310	310
Open Tickets	474													

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	562	564	634	468	473	500	530	526	374	439	348	280	475	5,698
Tickets Closed	447	615	612	436	528	571	490	547	384	388	306	327	471	5,651
Open Tickets	473	422	444	476	421	350	390	369	359	410	452	405	414	

INSPECTIONS
Jan 2022
Prepared By: Allen Anderson, Jr.
Date Prepared 02/04/22

The valuation of all permits issued for January totaled $3,903,345. While Covid-19 is still a major concern for our local economy, development has taken an upward trend compared to the past several years.

All permit fees collected for the month totaled $38,502. Of the permit fees collected for the month, $3,600 was collected in technology fees. Plan review fees collected during the month totaled $1,630. Business Registration fees collected totaled $900.

The Inspectors did a total of 460 inspections for the month. During the month of January, eight (8) business inspections were completed. A total of 258 permits were issued for the month. Thirty-eight (38) plan reviews were completed for January.

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	**Avg**
All Permit Valu. $ (M)	$3.9												
All Bldgs $ (M)	$2.1												
Residential $ (K)	$813												
Misc $ (M)	$1.8												
Permit Fee $ (K)	$39												
Inspections	460												
Permits Issued	258												
Plan Reviews	38												
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	**Avg**
All Permit Valu. $ (M)	$7.9	$18.2	$6	$4.4	$5.9	$6.4	$7.5	$4.9	$8.4	$7.7	$6.5	$4.8	$7.4
All Bldgs $ (M)	$6.8	$16.3	$2.5	$1.1	$4.8	$3.9	$4.3	$3.7	$5.7	$5.3	$4.7	$2.9	$5.2
Residential $ (K)	$1.2M	$900	$1.2M	$250	$1.1M	$3.1M	$1.4M	$1.M	$480	$2.5M	$1.7M	$428	$1.3M
Misc $ (M)	$1	$1.9	$3.5	$3.4	$1.1	$2.5	$3.2	$1.1	$2.7	$2.4	$1.8	$2.0	$2.2
Permit Fee $ (K)	$26.6	$32.5	$57	$34	$21	$38	$29	$26	$36	$45	$28	$24	$33.1
Inspections	398	462	625	538	483	424	483	472	590	681	529	583	522
Permits Issued	215	295	359	296	254	308	324	267	311	332	262	242	289
Plan Reviews	48	94	71	68	45	51	59	50	45	45	93	26	58

PARAMOUNT & GEC
January 2022
Prepared by: Adam Twiss
Date Prepared: 2/14/2022

----------PARAMOUNT THEATRE----------

- **January capacity unrestricted; masks required.**
- **January activity included 4 rental/use days, including 4 public performances.**
- **January COVID-19 cancelled/rescheduled programming includes: 6 days, 4 public perfs.**
- **Repairs and Maintenance works in progress**:
  Sound repairs (Foundation funded), awning replacement (Foundation split), Roof (under review)

----------FINANCIAL----------

Expenses –$69,919: Labor - $17,234 / Operations – $10,406 /Artist&Renter Payout – $42,279
Revenues - $67,668: Tickets -$44,013 / Rentals- $22,384 / Concession- $1271

	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	FY 22 Total	Average
Exp	$53,123	$32,009	$38,135	$55,769	$47,860	$110,177	$69,919						$406,992	$58,142
Rev	$2,881	$11,843	$11,014	$14,718	$46,585	$85,238	$67,668						$239,947	$34,278
Grants	$0	$0	$76,235	$145,036	$110,636	$5,250	$0						$337,157	
	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	FY 21 Total	Average
Exp	$31,420	$29,780	$18,774	$23,883	$31,146	$49,123	$36,588	$26,876	$44,093	$52,183	$42,371	$91,817	$478,053	$39,838
Rev	$1,218	<$633>	$1,625	$635	$1,508	$2,260	$15,982	$4,697	$5,712	$8,874	$58,020	$69,591	$169,509	$14,126

----------GOLDSBORO EVENT CENTER----------

- **Transition from Paramount to GGC oversight of operation underway.**
- **January capacity unrestricted; masks required.**
- **January activity consisted of 3 event rental days, including 0 non-revenue City events.**
- **January cancellations/postponements due to COVID-19 & weather included 5 rental days.**
- **Repairs and Maintenance in progress or under consideration**:
  Landscaping, tree-trimming, and front garden improvements. Parking lot lighting improvements.

----------FINANCIAL----------

Expenses – $12,663: Labor - $7,962 (includes vacation payout) / Operational – $4701
Revenues – $8047: Rental Bldg. - $5620 / Rental Amenities - $364 / F&B – $2063
City Use – $0 Value of Non-revenue City use of facility - $0

	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	FY 22 Total	Average
Exp	$4,602	$10,442	$8,520	$15,505	$10,679	$11,547	$12,663						$73,958	$10,565
Rev	$0	$5,673	$6,192	$9,203	$11,925	$4,331	$8,047						$45,371	$6,482
City	$2,400	$0	$2,205	$4,550	$775	$3,775	$0						$13,705	$1,958
	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	FY 21 Total	Average
Exp	$12,499	$13,295	$16,383	$7,931	$6,727	$14,807	$8,153	$11,245	$13,874	$7,339	$9,469	$14,556	$136,278	$11,356
Rev	$0	<$3,694>	$541	$6,894	$6,122	$12,067	<$1,732>	$4,695	$5,778	$3,737	$5,168	$3,765	$43,941	$3,662
City	$0	$0	$0	$0	$1,925	$850	$0	$0	$775	$775	$750	$1,250	$6,325	$527

Parks & Recreation
January - 2022
Prepared By: Joshua Shockley/Felicia Brown
Date Prepared – 02/03/2022

- Winter Youth Basketball Season is underway – **41 teams**
- Indoor Soccer program for youth and adults is underway at WA Foster Center
- Park Maintenance Staff started the process of removing the lights and decorations from Herman Park
- Staff were prepared for the winter weather that occurred this month; Park Maintenance Staff had the sidewalks on Center Street cleared in no time
- Budget prep for FY23 has begun
- Park Maintenance Staff continue to clean three (3) park restrooms and the restrooms at the HUB daily; the other older park restrooms have been closed/winterized as they were not built to be open during the winter months
- Park Maintenance Staff continue to tend to the landscaping on Center Street
- As of July 2021, expenditures at all locations on the following report now reflect ALL STAFF associated with/assigned to that location – Full-time staff, Part-time staff and Seasonal staff

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park Rec Center													
Program Revenue	$1,910												$1,910
Rental Revenue	$735												$735
Facility Usage	250												250
Expenditures	$7,135												$7,135
WA Foster Rec Center													
Program Revenue	$895												$895
Rental Revenue	$900												$900
Facility Usage	1,595												1,595
Expenditures	$18,218												$18,218
T. C. Coley Community Center													
Rental Revenue	$518												$518
Expenses	$1,848												$1,848
Specialized Recreation													
Program Revenue	$0												$0
Rental Revenue	$0												$0
Facility Usage	95												95
Expenditures	$5,865												$5,865
Senior Programs & Pools													
Program Revenue	$105												$105
Rental Revenue	$0												$0
Facility Usage	232												232
Expenditures	$1,027												$1,027
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	$5,555												$5,555
Field / Shelter Rental $	$0												$0
Facility Usage	10,673												10,673
Expenditures	$22,418												$22,418
Golf Course													
Revenues	$16,137												$16,137
Expenditures	$31,184												$31,184
Rounds of Golf	433												433
Net	($15,046)												($15,046)
Special Events													
Sponsorships / Revenue	$0												$0
Participation	$0												$0
Expenditures	$2,013												$2,013
TOTAL REVENUE	$26,755												$2,230
TOTAL EXPENSES	$89,708												$7,476
TOTAL REVENUE	$26,755												
TOTAL EXPENSES	$89,708												

**Expenditures include part-time labor cost, facility operational cost, and full-time labor cost. Not included in expenditures is loan/bond payments and electricity for the areas with the exception of our Golf Course. All of these costs are included for our Golf Course Expenditures.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park Rec Center													
Program Revenue	$220	$530	$390	$230	$5,860	$1,250	$810	$410	$120	$305	$270	$150	$879
Rental Revenue	$0	$330	$0	$1,110	$270	$750	$1,245	$170	$1,550	$1,350	$70	$1,035	$657
Facility Usage	152	193	287	187	294	405	455	172	249	358	259	252	272
Expenditures	$3,487	$1,054	$1,538	$405	$384	$1304	$12,189	$15,981	$5,095	$4,812	$5,042	$9,172	$5,039
WA Foster Rec Center													
Program Revenue	$185	$190	$535	$195	$250	$2,110	$825	$140	$120	$85	$50	$120	$400
Rental Revenue	$450	$0	$285	$690	$2100	$1,200	$538	$1193	$1,110	$750	$3,100	$1,200	$1,058
Facility Usage	660	924	1304	1,378	1,475	1,478	1,793	867	1043	983	1,171	1,308	1,199
Expenditures	$4,429	$2,992	$4,610	$8,413	$3,586	$7,447	$20,580	$25,305	$14,427	$19,173	$16,232	$22,925	$12,510
T. C. Coley Community Center													
Rental Revenue	$578	$450	$450	$585	$578	$578	$607	$578	$578	$705	$548	$578	$568
Expenses	$4,797	$1416	$0	$1,848	$0	$0	$0	$4041	$0	$0	$0	$1,989	$1,174
Specialized Recreation													
Program Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42	$0	$0
Rental Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Facility Usage	0	73	92	0	5	31	$34	18	103	178	114	136	65
Expenditures	$1,048	$737	$1,049	$0	$0	$0	$461	$288	$2945	$5,523	$5,857	$8,599	$2,203
Senior Programs & Pools													
Program Revenue	$140	$140	$140	$140	$897	$4,707	$7,690	$2284	$140	$1,168	$140	$140	$1,477
Rental Revenue	$0	$0	$0	$0	$0	$0	$300	$0	$0	$0	$0	$0	$25
Facility Usage	200	371	310	720	608	2,245	1,176	1,251	448	525	268	302	702
Expenditures	$1,591	$2435	$1,048	$1,642	$6,203	$13,483	$22,041	$17,647	$7,327	$762	$854	$1,992	$6,419
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	$1,550	$10,200	$14,891	$3,760	$7,185	$4,880	$9,056	$13,708	$1,755	$2,860	$21,090	$4,110	$7,920
Field / Shelter Rental $	$400	$200	$1,675	$450	$1,555	$480	$1,305	$0	0	$750	$650	$2,400	$766
Facility Usage	8,612	13,825	15,500	14,339	29,339	15,533	8,476	7,525	11,253	43,298	30,123	30,123	18,996
Expenditures	$6,866	$9.515	$11,471	$28,210	$33,191	$33,230	$23,614	$24,926	$17,977	$72,084	$21,726	$21,976	$25,399
Golf Course													
Revenues	$36,583	$9,209	$53,613	$66,926	$72,876	$54,559	$61,379	$59,850	$66.788	$62,129	$34,965	$53,716	$52,716
Expenditures	$32,349	$35,969	$36,825	$40,143	$54,594	$67,883	$32,255	$48,088	$50,243	$38,778	$38,890	$43,335	$43,281
Rounds of Golf	486	596	1,714	2,120	2,641	2,421	2,556	2,819	2,097	2,232	2,087	1752	1,960
Net	$4.235	-26,760	$16,788	$26,782	$18,282	-13,325	$29,124	$11,762	$16,545	$23,351	-3,925	$10,361	$13,895
Special Events													
Sponsorships / Revenue	$0	$0	$0	$0	$0	$2,666	$979	$170	$0	$475	$0	$0	$358
Participation	0	0	434	0	0	153	0	44	0	50	30	6200	576
Expenditures	$0	0	$171	$110	$110	$1,980	$1,538	$110	$110	$1,630	$110	$370	$520
TOTAL REVENUE	$40,106	$21,249	$71,979	$74,086	$91,571	$73,260	$84,734	$78,503	$72,161	$69,902	$60,925	$63,449	$66,827
TOTAL EXPENSES	$54,567	$54,118	$56,712	$80,77,	$98,069	$125,327	$112,612	$136,276	$98,014	$142,762	$88,711	$110,378	$96,545
TOTAL REVENUE		$801,924											
TOTAL EXPENSES		$1,158,537											

GOLDSBORO POLICE DEPARTMENT
January 2022
Prepared By: Michael D. West
Date Prepared: February 4, 2022

Total Part I Crime (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft, and Arson) for January 2022 were 136, compared to 143 for January 2021.

Property with an estimated value of $132,700 was reported stolen, while property with an estimated value of $23,949 was recovered.

Officers arrested 106 people and issued 251 citations during the month. There were 13 drug-related charges.

There was 1 report(s) of assault(s) on officer(s).

Revenue collected for January 2022 included:

Police Reports	$	50.00
Fingerprints	$	80.00
Special Events	$	00.00
Total	$	130.00

PART I CRIME COMPARISON & TREND														
2022	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	**Total**	**AVG**
OFFENSE														
Homicide	0												0	0
Rape	1												1	1
Robbery	1												1	1
Aggravated Assault	11												11	11
Breaking & Entering	25												25	25
Larceny	92												92	92
Motor Vehicle Theft	6												6	6
Arson	0												0	0
TOTALS	136												136	136
2021	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	**Total**	**AVG**
OFFENSE														
Homicide	1	0	0	0	1	1	0	1	1	1	0	0	6	0.5
Rape	3	0	1	2	1	0	1	0	0	2	1	1	12	1.0
Robbery	7	3	2	1	8	3	5	4	1	5	0	1	40	3.3
Aggravated Assault	10	11	10	24	12	13	15	18	16	9	18	8	164	13.6
Breaking & Entering	26	19	18	30	25	34	21	23	15	12	16	17	256	21.3
Larceny	88	70	87	83	114	90	90	116	99	96	92	119	1144	95.3
Motor Vehicle Theft	8	9	5	7	11	10	7	7	12	7	6	8	97	8.1
Arson	0	0	1	0	0	0	1	0	0	1	0	0	3	0.3
TOTALS	143	112	124	147	172	151	140	169	144	133	133	154	1722	143.4

PUBLIC UTILITIES DEPARTMENT
January
Prepared By: Robert Sherman
Date Prepared: February 14, 2022

Water Treatment Plant

- The Water Treatment Plant operations are proceeding smoothly.
  - WTP is fully staffed and all are certified.

Water Reclamation Facility

- The Water Reclamation Facility (WRF) operations have been performing normal since September. January through April is our wet season. Higher flows are expected during this time, but currently for the month of January unusually low considering the time of year. The average daily flows for January is 9.15-MGD. The yearly average flow 9.15-MG. The capacity at the WRF is currently at 64% for the first month.
  - All of the city's 26 pump stations are operating well, with the exception of the 117, Little Cherry, and New Hope pump station bar screens, impacts from high flows from 2021.
  - Remote communication with the obsolete telemetry system continues to be prepared for an upgrade. Failed telemetry radios have delayed emergency response, but no violations have occurred during each event. Monies were approved with ARP funds to repair.
  - One uncertified operator is working towards certification.
  - WRF Superintendent position open.
  - One Operator I position open.

Compost Facility

- One hundred and sixty-five cubic yards of compost and mulch were sold in January 2021.
- One Compost Operator position open.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month. The results for October are estimated, due to all the results are not in for the month.

2022 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.608												
Sewer**	9.15												
Compost	165												

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2021 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.878	6.348	6.000	5.996	6.619	6.066	6.149	5.872	5.854	5.660	5.70	5.64	5.981
Sewer**	16.73	19.28	14.68	10.97	8.61	12.99	12.74	12.44	7.98	7.00	6.52	6.69	11.38
Compost	297	109	733	1406	902	529	286	133	283	76	472	127	420

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

GOLDSBORO
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Public Works Department
January 2022
Prepared by: Chad Edge
Date Prepared: 14 February, 2022

Monthly Highlights

Buildings & Grounds: Multiple electrical, plumbing, structural, etc. repairs Citywide- Removed Christmas Decorations and lights, Grounds focusing on cut backs and right of ways

Distribution & Collections: Call duty responded to 29 after hour calls—total of 45.75 hours; Completed 137 work orders total.

Streets & Stormwater: Call duty responded to 0 after hour calls- total of 0 hours; Responded to Winter Storm Jasper for a total of 104 man-hours and used approximately 13 tons of salt.

Departments		2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Distribution & Collections	Utility Line Maint (1000-ft)	9.1												9.1
	Lines Camera'd (1000-ft)	2.3												2.3
	Water Repairs	33												33.0
	Sewer Repairs	20												20.0
	Hydrants Replaced/Fixed	2												2.0
	Meter Install/Changed	12												12.0
Bldg & Grounds	Radio, Electrical, Bldg	41												41.0
	ROW Mowing (ac)	32												32.0
	City-Owned Lots Mowing (ac)	0												0.0
Garage	Total Work Orders	295												295.0
	Total Fuel Cost (x1000)	$ 49												49.0
Solid Waste	Refuse (x1000 tons)	1.1												1.070
	Recyclables (tons)	20												19.7
	Leaf-n-Limbs (x1000 tons)	0.6												0.568
Cemetery Funerals		4												4.0
Street & Storm	Utility Cut Repairs	0												0.0
	Pot Hole Repairs	65												65.0
	Streets Swept (miles)	78.2												78.2
	Pipe&Open Ditch Maint(1000-ft)	0.14												0.138
	Ditch mowing (1000-ft)	0.00												0.000
	Storm Pipe Repairs	6												6.0
2021														
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	11.4	2.3	14.9	5.4	13.1	4.5	7.2	2.3	12.3	9	12.1	8.3
	Lines Camera'd (1000-ft)	8.6	6.6	3.6	2.3	3.1	2.0	1.0	2.4	15.1	1.0	1.0	1.0	4.0
	Water Repairs	17	27	22	22	21	17	20	24	26	37	35	24	24.3
	Sewer Repairs	18	11	13	27	14	13	17	18	18	21	9	10	15.8
	Hydrants Replaced/Fixed	9	4	6	8	4	3	1	2	6	2	3	6	4.5
	Meter Install/Changed	18	14	12	28	34	27	18	26	22	18	16	24	21.4
Bldg & Grounds	Radio, Electrical, Bldg	52	45	44	42	40	41	46	47	35	52	46	51	45.1
	ROW Mowing (ac)	0	0	60	127	95	86.1	98.2	98	144	77.8	43.6	16.5	70.5
	City-Owned Lots Mowing (ac)	0	10	41	94.6	85.4	149.6	126.5	122.9	121	56.2	0	0	67.3
Garage	Total Work Orders	294	288	286	263	243	248	310	280	198	257	224	215	258.8
	Total Fuel Cost (x1000)	$ 48	$ 50	$ 56	$ 51	$ 40	$ 53	$ 65	$ 59	$ 52	$ 50	$ 49	$ 51	52.0
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.1	0.9	1.2	1.1	1.2	1.0	1.0	1.0	1.0	1.0
	Recyclables (tons)	97	82	89	94	81	97	58	38	12	7	20	58.04	61.2
	Leaf-n-Limbs (x1000 tons)	0.5	0.5	0.7	0.7	0.6	0.8	0.6	0.6	0.5	0.6	0.5	1.0	0.6
Cemetery Funerals		11	1	8	4	7	4	6	5	5	7	2	3	5.3
Street & Storm	Utility Cut Repairs	0	5	30	31	26	19	6	8	11	10	6		13.8
	Pot Hole Repairs	83	65	39	65	18	34	57	39	23	45	30		45.3
	Streets Swept (miles)	175	81	120.8	178	117	135	137	125	101.8	76.6	92.9		121.8
	Pipe&Open Ditch Maint(1000-ft)	17.33	0.84	2.16	0.00	1.44	3.05	0.00	0.82	0.00	0.20	0.46		2.4
	Ditch mowing (1000-ft)	14.00	0.48	0.00	0.28	12.82	14.02	0.18	1.17	9.45	7.25	0.00		5.4
	Storm Pipe Repairs	1	3	2	4	5	6	9	2	2	3	3		3.6

Travel and Tourism
January 2022
Prepared by: Joanna Ferrin and Amber Herring
Date Prepared 2/14/22

- Inquiries were fulfilled for the month of January by the TTO—730 e-inquiries.
- Total hotel revenue generated in December was $1,617,669, which is up 36.0% YOY. January revenue not yet released.
- For the month, TTO Facebook page had 60 page likes and 108 new follows. Instagram page had 47 new followers, with 420 overall post interactions including likes, comments, saves and shares.
- Goldsboro-Wayne County was chosen as a finalist for Major League Quidditch. A representative attended a site visit led by T&T. They visited the Bryan Multi-Sports Complex, Downtown Goldsboro, and the local hotels. Goldsboro Parks & Recreation and the Downtown Goldsboro Merchants Association assisted the site visit.
- T&T participated in the City of Goldsboro's Citizens Academy and gave a presentation on the T&T department and the operations of the department.

City Occupancy Tax Collections

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2021-22	$77,369	$89,826	$83,501	$62,587	$81,019	$99,449	$62,630	$	$	$	$	$	**$656,381**	**$93,768**
2020-21	$63,053	$79,612	$70,672	$86,804	$58,755	103,416	$65,157	$54,670	$61,336	$94,544	$75,710	$93,168	**$906,897**	**$75,575**

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200 North Center Street, 27530
P 919.580.4362

City of Goldsboro
Departmental Monthly Reports
February 2022

1. Community Relations
2. Downtown Development
3. Engineering
4. Finance
5. Fire
6. Human Resources
7. Information Technology
8. Inspections
9. Paramount Theater-GEC
10. Parks and Recreation
11. Planning
12. Police
13. Public Utilities
14. Public Works
15. Travel and Tourism

COMMUNITY RELATIONS DEPARTMENT
February 2022
Prepared by: Felecia Williams, Community Development & Relations Director
Date Prepared: March 2, 2022

- The Mayor's Committee for Persons with Disabilities (MCPD) met for its regular monthly meeting on February 17th. The MCPD Disability Walk Subcommittee met in person on February 8th.
- On February 8th, the Commission on Community Relations and Development (CCRD) met for its regular monthly meeting. The CCRD Executive Board met on February 25th.
- Goldsboro Youth Council (GYC) held its regular meeting on February 2nd.
- Community Relations Activities:
  1. Staff supported the 2022 Citizens Academy sessions on February 3rd, 10th, 17th, and 24th.
  2. By invitation, Staff attended the Restorative Justice Volunteer Appreciation Dinner on February 15th at the Chamber of Commerce.
  3. Staff provided an update on CDBG-CV funding at the City Council Retreat on February 21st.
  4. Staff attended the regular meeting of CALM on February 22nd at WCC.
  5. Staff volunteered for the Restorative Justice/Sentencing Circles (formerly Teen Court) on February 23rd.
  6. By request, Staff met with MLFL, Inc.'s Director, Mr. Thomas Rice on February 25th.
- Community Development Activities:
  1. Staff conducted 3 interviews for the position of Comm. Relations & Development Specialist on February 2nd and 3rd.
  2. Staff attended Community Development Academy (UNC-SOG) on February 2nd, 9th, and 23rd.
  3. Staff facilitated a virtual meeting to discuss Broadband for LMI areas using CDBG-CV with IT Director and HUD Representative on February 4th.
  4. Staff attended the monthly Region 10 Continuum of Care meeting virtually on February 9th.
  5. Staff facilitated a documentation review meeting with 4Day Movement for CDBG-CV on February 15th.
  6. Staff submitted Urgent Repair 2019 Program close out reports to the NCHFA on February 16th.
  7. Staff met with Public Information Officer to work on AAP 22-23 Needs Assessment Survey on February 24th.
  8. Staff completed and submitted (electronically & via mail) the 2022 Urgent Repair Application to the North Carolina Housing Finance Agency on February 25th.
  9. Staff engaged in 7 phone/virtual consults with HUD Representative for the month of February.
  10. Staff engaged in 1 virtual consult with NCHFA Case Manager & Finance Director for the month of February.
- The Department received zero (0) housing complaints and thirty-six (36) requests for assistance for the month of February. *Please refer to Community Relations Addendum for a detailed summary.

2022 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG
Housing Complaints	3	0											0
Consumer & Other	24	36											5

COMMUNITY RELATIONS DEPARTMENT *Addendum*
February 2022
Prepared by: Felecia Williams, Community Relations & Development Director
Date Prepared: March 3, 2022

Complaints/Grievances

Nature of Complaint	Resolution
None	

Assistance with Resources

Resource Requested	Number of Requests	Resolution
Home Repair	12	Referred to Hope Restoration Rehabilitation Program
First-Time Homebuyer	5	Provided application packet
New business support	1	Referred to Wayne County Chamber of Commerce
Rent-Utility-Housing Assistance	12	Provided Community Resource List
Mayor's Youth Council	1	Informed when applications are accepted
Seeking Certificate of Satisfaction	1	Found the public record on ROD site and mailed a copy of the document
Seeking grant monies	2	Informed about soon to launch COG Public Services Grant application program & Referred to HOPE Restoration Program
Black History Facts	1	Referred to website & Public Information Officer
Sewer Issue-Lincoln Homes	1	Referred to HACG
Total Requests:	**36**	

Downtown Development Department
February 2022 Monthly Report
Prepared By: Erin Fonseca
Date Prepared: March 15, 2022

Current Downtown Development Office Projects Staff Worked On Over the Month Include:

- Met with (or conversed by email/phone) 15 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited downtown businesses 14 different times.
- DGDC Annual Campaign – wraps on March 25
- Committee Work Plan Task Assignments
- RFP Discussions for South Center Street
- Economic Development Assessment Planning

Downtown Development Office Events or Activities that Staff Administered or Assisted During the Month:

- COG 22/23 FY budget prep & year-end spending planning
- GWTA Concourse Roof Addition Grant Agreement Update
- NC Main Street Annual Assessment
- Tiger Grant Reporting
- S. Center RFP Document Updated
- Continued preparation and restoration on the new DGDC office – anticipated completion month, May
- Completed first, second round interviews for Marketing & Administrative Assistant. Candidate selected.
- Potential Arts District discussions and site visit
- Economic Development Assessment work group scheduled to meet in late March

DGDC Events or Activities that Staff Administered or Assisted During the Month:

- Facilitated and attended the following monthly meetings: DGDC Board Meeting (2/16) , DGDC Executive Committee Meeting (2/9) ,DGDC Design (2/8), DGDC EV (2/8), DGDC Merchants Committee Meeting (2/7), and DGDC Promotions Committee Meeting (2/8)
- Band solicitation began for 2022 Center Street Jam series. Schedule finalized
- Share the Love, Shop Local marketing campaign for merchants

Upcoming Events/Activities:

- Litter Sweep planned for April 20th. Beautification project for JC Penney Parking lot planned for March 26th
- Website redesign for smooth integration of businesses and properties.
- Rehab development project – due for completion in March/April. Communicating about availability.
- NC Main Street Conference, being held virtually, March 8-10.
- Goldsboro Union Station Adaptive Reuse – soliciting appraisals.
- Grant solicitations for Duke Energy & Wells Fargo
- Downtown Events in April/May – Greater Goldsboro Road Race, Mayor's Committee with Disabilities Walk, Three Eagles Beer Fest,

Businesses Opening/Properties Purchased & Other Updates

- Church Spirits & Cocktails opened February 18th at 110 W Walnut St
- Shopper's Delight opened at 129 E. Walnut St.
- Barrister's Loft AirBnB coming in April
- Downtown Goldsboro's Facebook page followers/likes: 13,451

ENGINEERING DEPARTMENT
February 2022
Prepared by: Bobby Croom, P. E.
Date Prepared: 3-10-22

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Stoney Creek Greenway

- The greenway extends from Royall Avenue to Quail Park along Stoney Creek, approximately 1,600 linear feet;
- Staff submitted final plans and specifications for NCDOT approval.

Phase IV Sewer Collection Rehabilitation

- Project is complete with the exception of receiving final pay application from the contractor.

2021 Street Resurfacing

- The resurfacing project is complete;
- Final pay application submitted to Finance Department for payment.

2017 Wastewater System Improvements – FB2020-002

- The project consists of sewer rehabilitation along North Carolina Street from Holly Street to Ash Street, sewer rehabilitation along the Big Ditch Outfall from George Street south to Crump Street; and sewer rehabilitation of a 200-foot segment from the Little River Outfall into old Cherry Hospital campus;
- Project is 99% complete;
- Staff working with contractor on final payment.

Ash Street/Alabama Avenue Sidewalk

- This project consists of installing sidewalk from the right-of-way of NC Railroad along Ash Street to Alabama Street then down Alabama Street to Oak Street;
- Construction plans are 90% complete;
- This project is temporarily on hold.

2019 Water Improvements Project

- The Wooten Company engineering agreement provides services for preliminary engineering report and environmental report for substandard City of Goldsboro water lines;
- PER/EID Report approved by DWI;
- Staff coordinating with DWI to move project from loan to grant status.

Little/Big Cherry Pump Station Relocation and Improvement

- WithersRavenel engineering agreement provides services for project management, engineering report and environmental information documentation for Little/Big Cherry Pump Station;
- PER/EID Report submitted to DWI for review and approval;
- Project is a candidate to be included in the Mount Olive Pickle Plant Expansion Project.

Stormwater Control Measure (SCMs) Inspections

- Approximately 308 SCMs have been approved and 258 SCMs have been constructed to date;
- Stormwater Control Measure Inspections were completed for January and February 2022.

Phase III Wastewater System Improvements

- Staff is coordinating application to secure grant funding, preparation of design, and permits.

FINANCE
FEBRUARY 2022
Prepared By: Andrea Thompson
Date Prepared: March 11, 2022

Revenues	FY 20-21 Actual to Date January-21	FY 21-22 Adjusted Budget	FY 21-22 Actual to Date January-22	YTD % Collected
General Fund	$ 27,030,591	$ 45,835,802	$ 31,805,543	69.39%
Utility Fund	10,913,817	20,739,218	12,161,285	58.64%
Downtown District Fund	81,804	95,174	83,237	87.46%
Occupancy Tax Fund	581,598	1,139,668	641,946	56.33%
Stormwater Fund	914,776	1,576,200	1,221,983	77.53%
Total	$ 39,522,585	$ 69,386,062	$ 45,913,994	66.17%
Expenditures				
General Fund	$ 21,854,173	$ 45,835,802	$ 23,006,238	50.19%
Utility Fund	8,134,934	20,739,218	7,555,382	36.43%
Downtown District Fund	17,163	95,174	56,893	59.78%
Occupancy Tax Fund	260,360	1,139,668	453,634	39.80%
Stormwater Fund	566,599	1,576,200	1,403,748	89.06%
Total	$ 30,833,230	$ 69,386,062	$ 32,475,895	46.80%

MAJOR CATEGORIES

Revenues	FY 20-21 Actual to Date January-21	FY 21-22 Adjusted Budget	FY 21-22 Actual to Date January-22	YTD % Collected
Property/Occupancy Taxes	$ 16,242,993	$ 18,876,693	$ 16,764,930	88.81%
Charges for Services	14,140,655	23,836,557	15,126,308	63.46%
Revenue Other Agencies	5,462,148	19,483,742	6,334,793	32.51%
Other Revenues	1,391,571	3,282,836	5,282,083	160.90%
Fund Balance	-	698,394	-	0.00%
Shared Services	2,285,218	3,207,840	2,405,880	75.00%
Total	$ 39,522,585	$ 69,386,062	$ 45,913,994	66.17%
Expenditures				
Labor	$ 17,261,680	$ 32,064,318	$ 17,268,507	53.86%
Non-Labor	13,571,550	37,321,744	15,207,387	40.75%
Total	$ 30,833,230	$ 69,386,062	$ 32,475,895	46.80%

SELECTED OTHER INFORMATION

Collections	FY 20-21 Actual	Actual January-22	Total Collected F-YTD
Debt Setoff	$ 44,690	$ -	$ 4,146
Surplus	$ 58,361	$ -	$ 52,153

FIRE DEPARTMENT
February 2022
Prepared By: Ron Stempien
Date Prepared: March 10, 2022

- The cause of fire incidents was determined 91.7% of the time. 8.3% of fire incidents were classified as undetermined or still under investigation.
- The average response time of first arriving unit was 4:45.
- The full response within 8 minutes occurred 96.2% of all calls.
- 95.3% of Inspection Violations were cleared within 90 days.
- There were 1 Civilian injury, 0 Civilian deaths, 0 Fire Service injuries, and 0 Fire Service deaths.
- The American Red Cross assisted 3 families due to displacement because of fire damage.
- Fire prevention and community service activities including: Car Seat Safety Checks with Safe Kids of Wayne County, Smoke Detector and CO Detector Installations, A Night to Shine Parade, Citizens Academy, and Birthday Parades. January and February consists of EMT Recertification Class. Personnel are required to obtain 28 hrs.

2022	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	216	195											206	411
Structure Fires:	5	6											6	11
EMS Calls:	79	78											79	157
Vehicle Accidents:	22	23											23	45
Fire Alarms:	44	35											40	79
Other:	66	53											60	119
Training Hours:	2709	2806											2758	5515
Safety Car Seat Checks:	0	0											0	0
Inspections:	132	123											128	255
2021	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	234	173	227	214	251	240	227	229	240	244	265	237	232	2781
Structure Fires:	6	4	6	4	3	3	3	5	6	2	7	6	5	55
EMS Calls:	89	68	87	83	106	106	84	104	86	86	82	88	89	1069
Vehicle Accidents:	36	30	34	35	35	40	33	33	33	40	40	33	35	422
Fire Alarms:	49	31	41	40	42	41	54	45	56	52	65	38	46	554
Other:	54	40	59	52	65	50	53	42	59	64	71	72	57	681
Training Hours:	3006	3155	3010	2730	2029	1894	1633	1833	1600	1923	1591	1075	2123	25479
Safety Car Seat Checks:	1	0	1	0	1	6	3	3	2	4	2	1	2	24
Inspections:	121	157	217	172	180	237	194	204	179	160	155	109	174	2085

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

Human Resources

- Prepared and worked with departments regarding Reclassifications and New Positions for the upcoming FY22/23 budget.
- Coordinated evaluators for the upcoming Fire Engineer Promotional Process.
- Preparing for the upcoming Administrative Professionals Day Luncheon.
- Preparing for the upcoming New Hire Orientation on March 21, 2022.
- Processed Reclassification Forms for title changes only for Engineering Department.
- Updated Salary Schedule FY21-22 with updated reclassification changes.
- Reviewed New Hire Practices with police department.

Safety

- February City Hall Fire Extinguisher / Defibrillator Inspections
- February 9 – Safety Training at Water Facility
- February 11 – Safety Training at Public Works
- February 16 – Safety Training at Compost facility for all Public Utility staff.
- February 17 – Safety and Accident Review Committee Meeting. The committee had one case to review. Motor vehicle accident
- February 18 – Defensive Driving course
- February 23 – Motor vehicle accident involving a city vehicle hitting a fire hydrant.
- February 28 – Motor vehicle accident backing into vehicle.
- February 24 – Safety Training for cemetery division.
- Scheduled trench/excavation training thru Department of Labor free training site. Set for April 5th at PW
- Several teleconference calls with President of North Carolina Freedom Festival concerning the May 21 festival.
- Sprinkler system checks are being done in city facilities
- Field safety with crews
- North Carolina Department of Labor elevator inspections are being done in March 2022.
- Daily office duties

Occupational Health

The Occupational Health Nurse continues to provide guidance regarding CDC guidelines and COVID protocols. Health and Safety review sessions with Safety Officer regarding health beat/training sessions. There were 121 clinic visits this month. There were 0 random Non-DOT drug screens, 0 random DOT and 0 breathalyzer (all negative) and 0 DOT post-accident drug screen this month.

MONTHLY STATISTICS

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Employees – FT & PPT	423	427											425
Employees – Part Time	116	111											114
Total Employees	539	536											538
Male	411	412											412
Female	128	124											126
Ethnicity – White (Not Hispanic or Latino)	321	324											323
Ethnicity – Black or African American	195	190											193
Ethnicity – Hispanic or Latino	18	17											18
Ethnicity – Asian	1	1											1
Ethnicity – Other	4	4											4
Vacancies	24	25											25
Applications	308	179											244
Applicant Notices	141	147											144
New Hires	6	4											5
Promotions	3	0											2
Resignations	6	10											8
Retirements	2	2											2
Terminations - Involuntary	2	1											2
Turnover Rate	2.4%	3.0%											2.7%
Vehicle Accidents	5	1											3
Workers' Compensation	0	0											0
FFCRA Leave	76	7											42
Telework	11	11											11

Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Total Employment	569	566	562	562	557	554	550	550	544	537	534	537	553
Vacancies	12	8	26	21	18	19	21	26	23	22	27	24	20
Applications	183	119	203	245	267	299	233	150	164	204	173	131	203
Applicant Notices	214	203	167	66	71	177	94	140	106	196	17	1	132
New Hires	8	2	1	3	4	3	2	8	1	3	1	9	3
Resignations	1	2	3	3	6	6	7	8	6	8	3	4	5
Retirements	0	3	2	0	2	0	0	0	0	2	1	2	1.00
Terminations	0	0	0	0	1	0	1	0	1	0	0	0	.27
Turnover Rate	.18%	.88 %	.89%	.53 %	1.44 %	1.08%	1.09 %	1.45	1.10	1.49	.19	.74	.94%
Vehicle Accidents	2	5	2	7	3	1	3	1	0	3	4	2	3
Workers' Compensation	0	4	2	3	5	4	3	0	0	0	0	0	2.1
FFCRA Leave	41	5	5	3	5	5	2	1	20	9	2	5	9
Telework	27	28	25	23	13	12	11	11	11	11	11	11	17

Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.

Information Technology
February 2022
Prepared By: Scott Williams
Date Prepared: March 04, 2022

- Moved PRI service to new provider at City Hall.
- Moved PRI Service to a new provider at GPD.
- Setup Willowdale Cemetery on City VoIP Phones.
- Completed GPD Promo Video.
- Migrated Project Management to the Monday.com.
- Upgraded Fiber Link for WRF and replaced Lab PC.
- Resolved issues with O365 and Exchange Online.
- Upgraded connection for one lift station.
- Migrated Engineering to O365 & SharePoint.
- Completed wireless survey for DGDC.
- Updated primary SSL Certificate for Exchange Server.
- Resolved Banner configuration issues.
- Replaced streaming equipment for Council Meetings.
- Uploaded video with backup audio from Council Meeting.
- Replaced Root Certificate on Domain Controller.
- Attended Cybersecurity webinar given by NRWA.

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	379	353											347	732
Tickets Closed	310	304											307	614
Open Tickets	474	523												

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	562	564	634	468	473	500	530	526	374	439	348	280	475	5,698
Tickets Closed	447	615	612	436	528	571	490	547	384	388	306	327	471	5,651
Open Tickets	473	422	444	476	421	350	390	369	359	410	452	405	414	

INSPECTIONS
Feb 2022
Prepared By: Allen Anderson, Jr.
Date Prepared 03/03/22

The valuation of all permits issued for February totaled $11,070,492. While Covid-19 is still a major concern for our local economy, development has taken an upward trend compared to the past several years.

All permit fees collected for the month totaled $42,644. Of the permit fees collected for the month, $3,660 was collected in technology fees. Plan review fees collected during the month totaled $3,130. Business Registration fees collected totaled $1,440.

The Inspectors did a total of 551 inspections for the month. During the month of February, six (6) business inspections were completed. A total of 281 permits were issued for the month. Sixty-six (66) plan reviews were completed for February.

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	**Avg**
All Permit Valu. $ (M)	$3.9	$11.1											$7.5
All Bldgs $ (M)	$2.1	$9.1											$5.6
Residential $ (K)	$813	$3M											$1.9M
Misc $ (M)	$1.8	$2											$1.9
Permit Fee $ (K)	$39	$43											$41
Inspections	460	551											506
Permits Issued	258	281											270
Plan Reviews	38	66											52
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	**Avg**
All Permit Valu. $ (M)	$7.9	$18.2	$6	$4.4	$5.9	$6.4	$7.5	$4.9	$8.4	$7.7	$6.5	$4.8	$7.4
All Bldgs $ (M)	$6.8	$16.3	$2.5	$1.1	$4.8	$3.9	$4.3	$3.7	$5.7	$5.3	$4.7	$2.9	$5.2
Residential $ (K)	$1.2M	$900	$1.2M	$250	$1.1M	$3.1M	$1.4M	$1.M	$480	$2.5M	$1.7M	$428	$1.3M
Misc $ (M)	$1	$1.9	$3.5	$3.4	$1.1	$2.5	$3.2	$1.1	$2.7	$2.4	$1.8	$2.0	$2.2
Permit Fee $ (K)	$26.6	$32.5	$57	$34	$21	$38	$29	$26	$36	$45	$28	$24	$33.1
Inspections	398	462	625	538	483	424	483	472	590	681	529	583	522
Permits Issued	215	295	359	296	254	308	324	267	311	332	262	242	289
Plan Reviews	48	94	71	68	45	51	59	50	45	45	93	26	58

PARAMOUNT & GEC
February 2022
Prepared by: Adam Twiss
Date Prepared 3/14/2022

----------PARAMOUNT THEATRE----------

- **February capacity unrestricted; masks required.**
- **February activity included 12 rental/use days, including 2 public performances.**
- **February COVID-19 cancelled/rescheduled programming includes 15 days, 7 public perfs.**
- **Repairs and Maintenance works in progress**:
  Sound repairs (Foundation funded), awning replacement (Foundation split), Roof (under review)

----------FINANCIAL----------

Expenses –$27,119: Labor - $19,278 / Operations – $7,841 /Artist&Renter Payout – $0
Revenues - $10,947: Tickets - <$1150> / Rentals- $11,766 / Concession- $331

	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	FY 22 Total	Average
Exp	$53,123	$32,009	$38,135	$55,769	$47,860	$110,177	$69,919	$27,119					$434,111	$54,264
Rev	$2,881	$11,843	$11,014	$14,718	$46,585	$85,238	$67,668	$10,947					$250,894	$31,362
Grants	$0	$0	$76,235	$145,036	$110,636	$5,250	$0	$0					$337,157	
	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	FY 21 Total	Average
Exp	$31,420	$29,780	$18,774	$23,883	$31,146	$49,123	$36,588	$26,876	$44,093	$52,183	$42,371	$91,817	$478,053	$39,838
Rev	$1,218	<$633>	$1,625	$635	$1,508	$2,260	$15,982	$4,697	$5,712	$8,874	$58,020	$69,591	$169,509	$14,126

----------GOLDSBORO EVENT CENTER----------

- **Transition from Paramount to GGC oversight of operation underway.**
- **February capacity unrestricted; masks required.**
- **February activity consisted of 7 event rental days, including 3 non-revenue City events.**
- **February cancellations/postponements due to COVID-19 & weather included 0 rental days.**
- **Repairs and Maintenance in progress or under consideration**:
  Landscaping, tree-trimming, and front garden improvements. Parking lot lighting improvements.

----------FINANCIAL----------

Expenses – $8556: Labor - $6460 (includes vacation payout) / Operational – $2096
Revenues – $4597: Rental Bldg. - $515 / Rental Amenities - $3303 / F&B – $779
City Use – $4145 Value of Non-revenue City use of facility - $4145

	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	FY 22 Total	Average
Exp	$4,602	$10,442	$8,520	$15,505	$10,679	$11,547	$12,663	$8,556					$82,514	$10,314
Rev	$0	$5,673	$6,192	$9,203	$11,925	$4,331	$8,047	$4,597					$49,968	$6,246
City	$2,400	$0	$2,205	$4,550	$775	$3,775	$0	$4,145					$17,850	$2,231
	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	FY 21 Total	Average
Exp	$12,499	$13,295	$16,383	$7,931	$6,727	$14,807	$8,153	$11,245	$13,874	$7,339	$9,469	$14,556	$136,278	$11,356
Rev	$0	<$3,694>	$541	$6,894	$6,122	$12,067	<$1,732>	$4,695	$5,778	$3,737	$5,168	$3,765	$43,941	$3,662
City	$0	$0	$0	$0	$1,925	$850	$0	$0	$775	$775	$750	$1,250	$6,325	$527

Parks & Recreation
February - 2022
Prepared By: Joshua Shockley/Felicia Brown
Date Prepared – 03/04/2022

- Spring Youth Sports registration for youth ages 3-14 is happening; spring sports offered include soccer, softball, T-ball and baseball
- Winter Youth Basketball is continuing – **41 teams**
- Indoor Soccer program for youth and adults at WA Foster Center is ongoing throughout this month
- P&R Director attended the NC Parks & Recreation Directors Conference – she was one of the panelists featured
- The miniature train located in Herman Park was put up for sale on GovDeals; the reserve bid was met and staff are in the process of scheduling pickup with the new owner
- P&R and Golf Course presented at COG Citizens Academy on February 10th at the Paramount Theatre
- Registration for Wayne County Senior Games started this month and will be held through March 1st; adults age 50 or better are eligible to compete in Olympic style activities
- P&R Director presented at City Council Retreat
- Parks and Recreation and Golf Course staff assisted with interviews for the Goldsboro Event Center Manager; City Council also approved for the operations of the GEC to be transferred to Golf Course
- Budget Prep for FY23 continues
- Park Maintenance Staff continue to clean three (3) park restrooms and the restrooms at the HUB daily; the other older park restrooms have been closed/winterized as they were not built to be open during the winter months
- Park Maintenance Staff continue to tend to the landscaping on Center Street
- As of July 2021, expenditures at all locations on the following report now reflect ALL STAFF associated with/assigned to that location – Full-time staff, Part-time staff and Seasonal staff

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park Rec Center													
Program Revenue	$1,910	$520											$1,215
Rental Revenue	$735	$1,475											$1,105
Facility Usage	250	189											220
Expenditures	$7,135	$5,287											$6,211
WA Foster Rec Center													
Program Revenue	$895	$295											$595
Rental Revenue	$900	$2,820											$1,860
Facility Usage	1,595	1,565											1,580
Expenditures	$18,218	$18,684											$18,451
T. C. Coley Community Center													
Rental Revenue	$518	$450											$484
Expenses	$1,848	$0											$924
Specialized Recreation													
Program Revenue	$0	$0											$0
Rental Revenue	$0	$0											$0
Facility Usage	95	119											107
Expenditures	$5,865	$5592											$5,729
Senior Programs & Pools													
Program Revenue	$105	$105											$105
Rental Revenue	$0	$0											$0
Facility Usage	232	376											304
Expenditures	$1,027	$2,257											$1,642
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	$5,555	$16,145											$10,850
Field / Shelter Rental $	$0	$0											$0
Facility Usage	10,673	14,935											12,804
Expenditures	$22,418	$15,209											$18,814
Golf Course													
Revenues	$16,137	$33,437											$24,787
Expenditures	$31,184	$36,837											$34,011
Rounds of Golf	433	1,296											865
Net	($15,046)	($3,400)											($9,223)
Special Events													
Sponsorships / Revenue	$0	$0											$0
Participation	$0	0											$0
Expenditures	$2,013	$110											$1,062
TOTAL REVENUE	$26,755	$55,247											$6,834
TOTAL EXPENSES	$89,708	$83,976											$14,474
TOTAL REVENUE	$82,002												
TOTAL EXPENSES	$173,684												

**Expenditures include part-time labor cost, facility operational cost, and full-time labor cost. Not included in expenditures is loan/bond payments and electricity for the areas with the exception of our Golf Course. All of these costs are included for our Golf Course Expenditures.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park Rec Center													
Program Revenue	$220	$530	$390	$230	$5,860	$1,250	$810	$410	$120	$305	$270	$150	$879
Rental Revenue	$0	$330	$0	$1,110	$270	$750	$1,245	$170	$1,550	$1,350	$70	$1,035	$657
Facility Usage	152	193	287	187	294	405	455	172	249	358	259	252	272
Expenditures	$3,487	$1,054	$1,538	$405	$384	$1304	$12,189	$15,981	$5,095	$4,812	$5,042	$9,172	$5,039
WA Foster Rec Center													
Program Revenue	$185	$190	$535	$195	$250	$2,110	$825	$140	$120	$85	$50	$120	$400
Rental Revenue	$450	$0	$285	$690	$2100	$1,200	$538	$1193	$1,110	$750	$3,100	$1,200	$1,058
Facility Usage	660	924	1304	1,378	1,475	1,478	1,793	867	1043	983	1,171	1,308	1,199
Expenditures	$4,429	$2,992	$4,610	$8,413	$3,586	$7,447	$20,580	$25,305	$14,427	$19,173	$16,232	$22,925	$12,510
T. C. Coley Community Center													
Rental Revenue	$578	$450	$450	$585	$578	$578	$607	$578	$578	$705	$548	$578	$568
Expenses	$4,797	$1416	$0	$1,848	$0	$0	$0	$4041	$0	$0	$0	$1,989	$1,174
Specialized Recreation													
Program Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42	$0	$0
Rental Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Facility Usage	0	73	92	0	5	31	$34	18	103	178	114	136	65
Expenditures	$1,048	$737	$1,049	$0	$0	$0	$461	$288	$2945	$5,523	$5,857	$8,599	$2,203
Senior Programs & Pools													
Program Revenue	$140	$140	$140	$140	$897	$4,707	$7,690	$2284	$140	$1,168	$140	$140	$1,477
Rental Revenue	$0	$0	$0	$0	$0	$0	$300	$0	$0	$0	$0	$0	$25
Facility Usage	200	371	310	720	608	2,245	1,176	1,251	448	525	268	302	702
Expenditures	$1,591	$2435	$1,048	$1,642	$6,203	$13,483	$22,041	$17,647	$7,327	$762	$854	$1,992	$6,419
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	$1,550	$10,200	$14,891	$3,760	$7,185	$4,880	$9,056	$13,708	$1,755	$2,860	$21,090	$4,110	$7,920
Field / Shelter Rental $	$400	$200	$1,675	$450	$1,555	$480	$1,305	$0	0	$750	$650	$2,400	$766
Facility Usage	8,612	13,825	15,500	14,339	29,339	15,533	8,476	7,525	11,253	43,298	30,123	30,123	18,996
Expenditures	$6,866	$9.515	$11,471	$28,210	$33,191	$33,230	$23,614	$24,926	$17,977	$72,084	$21,726	$21,976	$25,399
Golf Course													
Revenues	$36,583	$9,209	$53,613	$66,926	$72,876	$54,559	$61,379	$59,850	$66.788	$62,129	$34,965	$53,716	$52,716
Expenditures	$32,349	$35,969	$36,825	$40,143	$54,594	$67,883	$32,255	$48,088	$50,243	$38,778	$38,890	$43,335	$43,281
Rounds of Golf	486	596	1,714	2,120	2,641	2,421	2,556	2,819	2,097	2,232	2,087	1752	1,960
Net	$4.235	-26,760	$16,788	$26,782	$18,282	-13,325	$29,124	$11,762	$16,545	$23,351	-3,925	$10,361	$13,895
Special Events													
Sponsorships / Revenue	$0	$0	$0	$0	$0	$2,666	$979	$170	$0	$475	$0	$0	$358
Participation	0	0	434	0	0	153	0	44	0	50	30	6200	576
Expenditures	$0	0	$171	$110	$110	$1,980	$1,538	$110	$110	$1,630	$110	$370	$520
TOTAL REVENUE	$40,106	$21,249	$71,979	$74,086	$91,571	$73,260	$84,734	$78,503	$72,161	$69,902	$60,925	$63,449	$66,827
TOTAL EXPENSES	$54,567	$54,118	$56,712	$80,77,	$98,069	$125,327	$112,612	$136,276	$98,014	$142,762	$88,711	$110,378	$96,545
TOTAL REVENUE		$801,924											
TOTAL EXPENSES		$1,158,537											

PLANNING
February 2021
Prepared By: Rachael Smith
Date Prepared: March 7, 2022

Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the ADA Transition Plan, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. Staff is in the process for compliance with the NCGS Legislative 160D updates, including updating all copies online and in-office. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports.

2022	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Dept.														
Staff Level														
Site Plans	0	0											0	0
Subdivison	0	0											0	0
Planning/City Council														
Rezonings	0	2											2	0
Special Use	3	1											4	0
Historic District Commission														
Commission Review	1	1											2	0
Staff Review	1	2											3	0
Code Enforcement														
Grass Cutting # Lots	0	0											0	0
Grass Cutting Payments	$0.00	$0.00											$0	$0
Tagged Vehicles	48	25											73	6
Illegal Signs Removed	56	92											148	12
Bags of Litter Picked Up	202	165											367	31

2021

2021	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Dept.														
Staff Level	*Adoption of 160D has allowed all Site Plans & Subdivisions to be reviewed at staff level no longer needing Planning/City Council review. Monthy report updated to reflect current process.*													
Site Plans							0	4	4	1	0	1	10	1
Subdivison							6	3	2	0	0	2	13	1
Planning/City Council														
Rezonings	0	0	3	0	1	3	4	0	2	0	2	2	17	1
Special Use	*Adoption of 160D changed Conditional Use permits to Special Use permits. These were not previously reported. Monthy report updated to reflect current process.*						2	1	0	3	3	1	10	1
Historic District Commission														
Commission Review	0	0	1	0	0	0	0	0	0	0	0	1	2	0
Staff Review	1	0	0	1	0	2	1	0	1	0	3	2	11	1
Code Enforcement														
Grass Cutting # Lots	0	0	1	36	68	43	33	58	37	35	19	0	330	41
Grass Cutting Payments	$0.00	$0.00	$175.00	$1,420.00	$2,430	$2,190	$1,740	$3,025	$1,965	$1,770	$955	$ -	$15,670	$1,959
Tagged Vehicles	25	15	12	21	23	25	11	24	15	1	0	22	194	16
Illegal Signs Removed	52	77	380	36	30	174	147	155	189	222	192	88	1742	145
Bags of Litter Picked Up	210	186	231	232	204	206	253	212	261	239	244	216	2694	225

GOLDSBORO POLICE DEPARTMENT
February 2022
Prepared By: Michael D. West
Date Prepared: March 4, 2022

Total Part I Crime (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft, and Arson) for February 2022 were 129, compared to 112 for February 2021.

Property with an estimated value of $491,838 was reported stolen, while property with an estimated value of $72,008 was recovered.

Officers arrested 103 people and issued 215 citations during the month. There were 30 drug-related charges.

There was 0 report(s) of assault(s) on officer(s).

Revenue collected for February 2022 included:

Police Reports	$	188.00
Fingerprints	$	.00
Special Events	$	25.00
Total	$	213.00

PART I CRIME COMPARISON & TREND

2022	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	**Total**	**AVG**
OFFENSE														
Homicide	0	1											1	0.5
Rape	1	2											3	1.5
Robbery	1	2											3	1.5
Aggravated Assault	11	12											23	11.5
Breaking & Entering	25	19											44	22
Larceny	92	86											178	89
Motor Vehicle Theft	6	6											12	6
Arson	0	1											1	0.5
TOTALS	136	129											265	132.5
2021	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	**Total**	**AVG**
OFFENSE														
Homicide	1	0	0	0	1	1	0	1	1	1	0	0	6	0.5
Rape	3	0	1	2	1	0	1	0	0	2	1	1	12	1.0
Robbery	7	3	2	1	8	3	5	4	1	5	0	1	40	3.3
Aggravated Assault	10	11	10	24	12	13	15	18	16	9	18	8	164	13.6
Breaking & Entering	26	19	18	30	25	34	21	23	15	12	16	17	256	21.3
Larceny	88	70	87	83	114	90	90	116	99	96	92	119	1144	95.3
Motor Vehicle Theft	8	9	5	7	11	10	7	7	12	7	6	8	97	8.1
Arson	0	0	1	0	0	0	1	0	0	1	0	0	3	0.3
TOTALS	143	112	124	147	172	151	140	169	144	133	133	154	1722	143.4

PUBLIC UTILITIES DEPARTMENT
February
Prepared By: Robert Sherman
Date Prepared: March 14, 2022

Water Treatment Plant

- The Water Treatment Plant operations are proceeding smoothly.
  - WTP is fully staffed and all are certified.

Water Reclamation Facility

- The Water Reclamation Facility (WRF) operations have been performing normal since September 2021. January through April is our wet season. Higher flows are expected during this time, but currently for January, February, and March are unusually low considering the time of year. The average daily flows for February is 9.32-MGD. The yearly average flow 9.23-MG. The capacity at the WRF is currently at 65% for the first two months
  - All of the city's 26 pump stations are operating well, with the exception of the 117, Little Cherry, and New Hope pump station bar screens, impacts from high flows from 2021.
  - Remote communication with the obsolete telemetry system continues to be prepared for an upgrade. Failed telemetry radios have delayed emergency response, but no violations have occurred during each event. Monies were approved with ARP funds to repair.
  - One uncertified operator is working towards certification.
  - WRF Superintendent position open.
  - One Operator I position open.
  - One Bio Solids Operator position open.

Compost Facility

- Nine hundred and seventy-two cubic yards of compost and mulch were sold in February 2021.
- Dwight Tyndall will be retiring on March 31st.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month. The results for October are estimated, due to all the results are not in for the month.

2022 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.608	5.487											5.548
Sewer**	9.15	9.32											9.23
Compost	165	972											569

*Water permit- 14.0 MGD; **Wastewater permit- 14.2 MGD

2021 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.878	6.348	6.000	5.996	6.619	6.066	6.149	5.872	5.854	5.660	5.70	5.64	5.981
Sewer**	16.73	19.28	14.68	10.97	8.61	12.99	12.74	12.44	7.98	7.00	6.52	6.69	11.38
Compost	297	109	733	1406	902	529	286	133	283	76	472	127	420

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

Public Works Department
February 2022
Prepared by: Chad Edge
Date Prepared: 14 March, 2022

Monthly Highlights

Buildings & Grounds: Multiple electrical, plumbing, structural, etc. repairs Citywide- Removed lights from all trees thoughout Center St; Grounds focusing on cut backs and sidewalks, removing vegetative obstacles from lots to enhance mowing efficiency.

Distribution & Collections: Call duty responded to 15 after hour calls—total of 19.25 hours; Completed 118 work orders total.

Streets & Stormwater: Call duty responded to 1 after hour calls- total of 2.5 hours; Assisted Parks & Rec with hauling dirt to Sports Complex for splash pad & pavilion landscaping.

Departments		2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Distribution & Collections	Utility Line Maint (1000-ft)	9.1	4.7											6.9
	Lines Camera'd (1000-ft)	2.3	1.9											2.1
	Water Repairs	33	37											35.0
	Sewer Repairs	20	19											19.5
	Hydrants Replaced/Fixed	2	2											2.0
	Meter Install/Changed	12	27											19.5
Bldg & Grounds	Radio, Electrical, Bldg	41	53											47.0
	ROW Mowing (ac)	32	15											23.5
	City-Owned Lots Mowing (ac)	0	10											5.0
Garage	Total Work Orders	295	200											247.5
	Total Fuel Cost (x1000)	$ 49	$ 48											48.5
Solid Waste	Refuse (x1000 tons)	1.1	0.9											0.990
	Recyclables (tons)	20	38											29.0
	Leaf-n-Limbs (x1000 tons)	0.6	0.5											0.514
Cemetery Funerals		4	5											4.5
Street & Storm	Utility Cut Repairs	0	36											18.0
	Pot Hole Repairs	65	51											58.0
	Streets Swept (miles)	78.2	156.1											117.2
	Pipe&Open Ditch Maint(1000-ft)	0.14	0.00											0.069
	Ditch mowing (1000-ft)	0.00	0.40											0.200
	Storm Pipe Repairs	6	2											4.0
2021														
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	11.4	2.3	14.9	5.4	13.1	4.5	7.2	2.3	12.3	9	12.1	8.3
	Lines Camera'd (1000-ft)	8.6	6.6	3.6	2.3	3.1	2.0	1.0	2.4	15.1	1.0	1.0	1.0	4.0
	Water Repairs	17	27	22	22	21	17	20	24	26	37	35	24	24.3
	Sewer Repairs	18	11	13	27	14	13	17	18	18	21	9	10	15.8
	Hydrants Replaced/Fixed	9	4	6	8	4	3	1	2	6	2	3	6	4.5
	Meter Install/Changed	18	14	12	28	34	27	18	26	22	18	16	24	21.4
Bldg & Grounds	Radio, Electrical, Bldg	52	45	44	42	40	41	46	47	35	52	46	51	45.1
	ROW Mowing (ac)	0	0	60	127	95	86.1	98.2	98	144	77.8	43.6	16.5	70.5
	City-Owned Lots Mowing (ac)	0	10	41	94.6	85.4	149.6	126.5	122.9	121	56.2	0	0	67.3
Garage	Total Work Orders	294	288	286	263	243	248	310	280	198	257	224	215	258.8
	Total Fuel Cost (x1000)	$ 48	$ 50	$ 56	$ 51	$ 40	$ 53	$ 65	$ 59	$ 52	$ 50	$ 49	$ 51	52.0
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.1	0.9	1.2	1.1	1.2	1.0	1.0	1.0	1.0	1.0
	Recyclables (tons)	97	82	89	94	81	97	58	38	12	7	20	58.04	61.2
	Leaf-n-Limbs (x1000 tons)	0.5	0.5	0.7	0.7	0.6	0.8	0.6	0.6	0.5	0.6	0.5	1.0	0.6
Cemetery Funerals		11	1	8	4	7	4	6	5	5	7	2	3	5.3
Street & Storm	Utility Cut Repairs	0	5	30	31	26	19	6	8	11	10	6	14	13.8
	Pot Hole Repairs	83	65	39	65	18	34	57	39	23	45	30	74	47.7
	Streets Swept (miles)	175	81	120.8	178	117	135	137	125	101.8	76.6	92.9	107.1	120.6
	Pipe&Open Ditch Maint(1000-ft)	17.33	0.84	2.16	0.00	1.44	3.05	0.00	0.82	0.00	0.20	0.46	0.00	2.2
	Ditch mowing (1000-ft)	14.00	0.48	0.00	0.28	12.82	14.02	0.18	1.17	9.45	7.25	0.00	0.00	5.0
	Storm Pipe Repairs	1	3	2	4	5	6	9	2	2	3	3	3	3.6

Travel and Tourism
February 2022
Prepared by: Amanda Justice, Joanna Ferrin and Amber Herring
Date Prepared 3/10/22

- Inquiries were fulfilled for the month of January by the TTO—578 e-inquiries.
- Total hotel revenue generated in January was $1,476,236, which is up 13.4% YOY. February revenue not yet released.
- For the month, TTO Facebook page had 166 page likes and 175 new follows. Instagram page had 93 new followers, with 420 overall post interactions including likes, comments, saves and shares.
- T&T participated in the City of Goldsboro's Citizens Academy and gave a presentation on the T&T department and the operations of the department.
- WRAL Out & About filing for Goldsboro-Wayne County feature for their March 2022 episode. Barrique, Holly Grove Farms and Pink Piggy Sweets will be featured.

City Occupancy Tax Collections

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2021-22	$77, 369	$89,826	$83,501	$62,587	$81,019	$99,449	$62,630	$52,059	$	$	$	$	**$708,440**	**$88,555**
2020-21	$63,053	$79,612	$70,672	$86,804	$58,755	103,416	$65,157	$54,670	$61,336	$94,544	$75,710	$93,168	**$906,897**	**$75,575**

Item O

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 21, 2022 COUNCIL MEETING

SUBJECT: Consider a Proposal to Provide Economic Incentives to the Mount Olive Pickle Company

BACKGROUND: The Mount Olive Pickle Company has been in business in Mount Olive since 1926. Pursuant to NC General Statue 158-7.1, a public hearing was held on March 7, 2022 to review a proposal for the City of Goldsboro to provide economic incentives to the Mount Olive Pickle Company, Inc. totaling $600,000 over a ten-year period based on a performance agreement with a $45,450,000 investment and the creation of 167 full-time jobs in Goldsboro.

DISCUSSION: Mount Olive Pickle Company, Inc. will incur costs in purchasing facilities and adding machinery and equipment to such facilities, and the County and City will realize economic benefits due to the expansion of the ad valorem tax base (an estimated $2,100,000 for the City over the first ten-years) and the creation of employment opportunities for the citizens thereof.

Mount Olive Pickle Company, Inc.'s expansion in Goldsboro depends in part on the support of the NC Department of Commerce $22 million grant for utility infrastructure, the County, and City in terms of incentives, including, but not limited to, adequate water and wastewater infrastructure and financial grants.

A grant by the County and the City to the Mount Olive Pickle Company, Inc. in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) would be an incentive for such investment by the Mount Olive Pickle Company, Inc. to assist the same pay a portion of the costs of the investment, and that such incentives be designated as an "Economic Development Grant".

RECOMMENDATION: Staff recommends Council adopt the following Resolution authorizing the Mayor and City Clerk to execute a performance agreement with the Mount Olive Pickle Company, Inc.

Date: 3/16/22

Tim Salmon, City Manager

RESOLUTION NO. 2022 – 29

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PERFORMANCE AGREEMENT WITH MOUNT OLIVE PICKLE COMPANY, INC.

WHEREAS, the Mount Olive Pickle Company, Inc. has developed plans that include $45,450,000 investment and the creation of 167 full-time jobs in the City of Goldsboro; and

WHEREAS, the addition of this investment will expand the City's tax base and increase ad valorem tax an estimated $2,100,000 over the first ten-years and create employment opportunities for the citizens thereof; and

WHEREAS, the City recognizes that a portion of the revenues generated as a consequence of this business venture be returned to Mount Olive Pickle Company, Inc. to pay a portion of the costs of the investment, and that such revenues be designated as an "Economic Development Grant" to Mount Olive Pickle Company, Inc., in an amount of $600,000 over a ten-year period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro North Carolina, the Mayor and City Clerk are hereby authorized to sign a performance agreement with Mount Olive Pickle Company, Inc.

Adopted this the 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1844 - 1981

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this 1st day of March 2022, by and between Mount Olive Pickle Company, Inc., headquartered at One Cucumber Boulevard, Mount Olive, NC 28365, a corporation authorized to do business in the state of North Carolina (hereinafter "Mount Olive Pickle Company, Inc."), and Wayne County a political subdivision of the State of North Carolina, having its principal place of business at 224 E. Walnut Street, Goldsboro, NC 27530 (hereinafter the "County") and the City of Goldsboro a political subdivision of the State of North Carolina, having a principal place of business at 200 North Center Street, Goldsboro, NC 27530 (hereinafter the "City").

WITNESSETH:

WHEREAS, Mount Olive Pickle Company, Inc. desires to expand its operations including the purchase of facilities located in Goldsboro, Wayne County North Carolina and install certain machinery and equipment, representing a total non-depreciated investment of at least Forty-Five Million Five Hundred Thousand Dollars ($45,500,000) in personal and real property and the creation of one hundred sixty-seven (167) new jobs ("Qualified Jobs") at those facilities. Those defined investments include ten million dollars ($10,000,000) in real property and thirty-five million five hundred thousand ($35,500,000) in personal property and to create at least One Hundred Sixty-Seven (167) new jobs with an anticipated average annual salary of $41,437 at these facilities on or before December 31, 2026, with incremental achievement goals starting December 31, 2022; and

WHEREAS, Mount Olive Pickle Company, Inc. shall incur certain costs related to the purchase of these facilities, located at 402 Commerce Court, Goldsboro, NC 27534 and 1200 W. Ash Street, Goldsboro, NC 27530, and for installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County and City tax base through increased ad valorem tax value created as a consequence of capital investment in real property and machinery and equipment being brought into the County and City; and

WHEREAS, the County and City recognize that increased ad valorem tax revenues will be generated as a consequence of this business venture and investment, and that a grant by the County and the City would be an incentive for such investment by Mount Olive Pickle Company, Inc. to assist the same pay a portion of the costs of the investment, and that such incentives be designated as an "Economic Development Grant" to Mount Olive Pickle Company, Inc. in the amount of One Million Two Hundred Thousand Dollars ($1,200,000); and

WHEREAS, Mount Olive Pickle Company, Inc.'s expansion in Goldsboro depends in part on the support of the County and City in terms of incentives, including, but not limited to, adequate water and wastewater infrastructure and financial grants; and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and Mount Olive Pickle Company, Inc. performance to this Agreement;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. Economic Development Incentives.

As an incentive for Mount Olive Pickle Company, Inc. to invest in purchasing facilities, machinery and equipment, and in order to provide those incentives in accordance with Article 1, Chapter 158 of the North Carolina General Statutes (the "Local Development Act"), the parties agree to the incentives set forth herein in accordance with the terms and conditions of this Agreement. Mount Olive Pickle Company, Inc. will incur costs in purchasing facilities and adding machinery and equipment to such facilities, and the County and City will realize economic benefits due to the expansion of the ad valorem tax base. The County and City shall provide an Economic Development Grant to Mount Olive Pickle Company, Inc. with an expected value of $1,200,000, with such a grant to be made available to Mount Olive Pickle Company, Inc. as set forth in Exhibit A.

A. The County and City shall pay to Mount Olive Pickle Company, Inc. in installments a total grant of $1,200,000, as shown on and in accordance with terms and conditions described in Exhibit A to this Agreement (the "**County and City Performance Grant**").

B. The City agrees to use its best efforts to issue to Mount Olive Pickle Company, Inc. a significant industrial user permit for water and wastewater ("Permit") consistent with Mount Olive Pickle Company, Inc.'s planned demand; provided, however, the Permit shall comply with all applicable City ordinances and per WithersRavenal's cost estimate to upgrade the pretreatment system located on Ash Street. The parties acknowledge that the Permit is subject to various approvals from the N.C. Department of Environmental Quality ("DEQ") that are beyond the City's control. Therefore, the City does not warrant or guarantee that a Permit will be issued. City and County acknowledge that Mount Olive Pickle Company, Inc. will not be able to locate its operations in Goldsboro without an acceptable Permit. Therefore, City agrees to use its best efforts, to apply for and issue Mount Olive Pickle Company a significant industrial user permit for water and sewer, to the fullest extent allowed by applicable law, and to cooperate with Mount Olive Pickle Company, Inc. in supporting the planned usage.

C. Furthermore, Mount Olive Pickle Company, Inc. will apply for a DEQ permit under the National Pollutant Discharge Elimination System ("NPDES") for noncontact cooling water discharge. If the NPDES permit is not approved, then the City and County acknowledge that the scope of Mount Olive Pickle Company, Inc.'s facility upgrades and employment plans will be significantly reduced unless the City can accept additional wastewater to accommodate the noncontact cooling water flow. Therefore, if the NPDES permit is not approved by DEQ, or Mount Olive Pickle Company, Inc. is not successful in finding other reasonable alternative means to address the noncontact cooling water discharge, then the City will use its best efforts to increase its capacity to take the increased flow of noncontact cooling water; provided, however, the City does not guarantee that it will be able to accept the increased flow.

D. The City and County agree to do all things reasonably necessary to facilitate the use of twenty-two million dollars ($22,000,000) provided by the State of North Carolina and designated for use by the Wayne County Development Alliance for the exclusive support of Project Butter. Furthermore, City and County agree that the twenty-two million dollars ($22,000,000) is intended primarily to fund the upgrade and improvements to the City's wastewater treatment system in a way designed to accommodate Mount Olive Pickle Company, Inc.'s plans and will take all actions reasonably necessary to ensure such use.

E. The City acknowledges the following key dates with regard to the Permit and furthermore agrees to use its best efforts to ensure Mount Olive Pickle Company, Inc. can operate as set forth below:

1. City will be able to accept wastewater discharge of 150,000 gallons/day by April 1, 2023,

2. City will be able to accept wastewater discharge of 300,000 gallons/day by May 1, 2025,

3. As part of the wastewater requirements, City will be able to accept chloride discharge levels as submitted to the City in the Permit application and as approved by DEQ, and

4. Separate water and wastewater meters for Mount Olive Pickle Company, Inc.'s Goldsboro operations will be funded from the money provided by the State of North Carolina for Project Butter and designated for use by the Wayne County Development Alliance.

F. Mount Olive Pickle Company, Inc. agrees that if it fails to create the number of Qualified Jobs set forth on Exhibit A and maintain the Qualified Jobs through December 31, 2031, the County and City may recapture certain sums paid pursuant to the County and City Performance Grant. Specifically, Mount Olive Pickle Company, Inc. shall return, no later than December 31, 2032, to County and City, respectively, an amount equal to the percentage of the County and City Performance Grant that Mount Olive Pickle Company, Inc. received for job creation for any year where the Qualified Jobs numbers set forth on Exhibit A are not met.

II. Representations.

The County and City represent and warrant that (a) they have the power and authority to bind themselves to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County and City under the Local Development Act. The County and City represent and warrant that all expenditures made by them and actions taken, individually or collectively, as provided in this Agreement are for a bona fide public purpose

and are expended in good faith reliance on the Local Development Act.

If the representations made pursuant to this Section II are challenged or threatened to be challenged, (i) the County and/or City promptly will notify Mount Olive Pickle Company, Inc. in writing, (ii) Mount Olive Pickle Company, Inc. will have the right to participate in the defense of any challenge at its own expense and with counsel of its choosing, and (iii) the County and City may, in their respective governing boards' sole discretion, defend this Agreement from those challenges.

III. Miscellaneous Provisions.

A. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the County and City set forth herein and do not limit or affect other commitments made by the County and City, the State of North Carolina, or other entities. This Agreement and the incentives set forth herein are contingent upon the WCDA receiving the funding from Project Butter from the State of North Carolina for use in the expansion of the utility infrastructure as discussed hereinabove.

B. Governing Law. This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found by a court of competent jurisdiction to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

C. Binding Agreement. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that Mount Olive Pickle Company, Inc. is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Goldsboro/Wayne County, North Carolina.

D. Assignment. This Agreement shall be assignable by Mount Olive Pickle Company, Inc. to any entity that is controlled by controls or under common control with Mount Olive Pickle Company, Inc. or in the case of a sale of substantially all of the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility so long as the purchaser complies with this Agreement.

E. Survival. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials fully permitted under applicable law.

F. Force Majeure. Mount Olive Pickle Company, Inc. shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond Mount Olive Pickle Company, Inc. control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or

any other cause similar or dissimilar to the foregoing.

G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

H. Limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County or City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County or City within the meaning of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's or 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 County or City governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WAYNE COUNTY

Attest:

Joe Daughtery, Chairman
Wayne County Board of Commissioners

Carol Bowden, Clerk to the Board

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

BY: _____
Allison Speight, Finance Director

CITY OF GOLDSBORO

Attest:

David Ham, Mayor
City of Goldsboro

Laura Getz , Goldsboro City Clerk

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

BY: _____
Catherine Gwynn, Finance Director

Mount Olive Pickle Company, Inc.

Attest:

By: _____

_____
Secretary

Title: _____

EXHIBIT A

Performance Goals

Year	Annual Job Increase (minimum)	Total Jobs in County and City (minimum as of 12.31.22)	Non Depreciated Capital Investment Increase (minimum)	Capital Investment Cumulative Totals (minimum)	County Grant Annual New Increment (maximum)	County Grant Payment Year (Amount attributed to prior year achievement)	City Grant Annual New Increment (maximum)	City Grant Payment Year (Amount attributed to prior year achievement)
2022	24	24	$10,500,000	$10,500,000	$40,000	$ - 0 -	$40,000	$ - 0 -
2023	0	24	$ - 0 -	$ - 0 -	$40,000	$40,000	$40,000	$40,000
2024	95	119	$35,000,000	$35,000,000	$50,000	$40,000	$50,000	$40,000
2025	0	119	$ - 0 -	$ - 0 -	$50,000	$50,000	$50,000	$50,000
2026	48	167	$ - 0 -	$ - 0 -	$50,000	$50,000	$50,000	$50,000
2027	-	-	$ - 0 -	$ - 0 -	$50,000	$50,000	$50,000	$50,000
2028	-	-	$ - 0 -	$ - 0 -	$85,000	$50,000	$85,000	$50,000
2029	-	-	$ - 0 -	$ - 0 -	$85,000	$85,000	$85,000	$85,000
2030	-	-	$ - 0 -	$ - 0 -	$75,000	$85,000	$75,000	$85,000
2031	-	-	$ - 0 -	$ - 0 -	$75,000	$75,000	$75,000	$75,000
2032	-	-	$-0-	$-0-	-0-	$75,000		$75,000
Totals	**167**	**167**	**$45,500,000**	**$45,500,000**	**$600,000**	**$600,000**	**$600,000**	**$600,000**

Calculation Methodology:

Mount Olive Pickle Company, Inc. performance against the job creation, job maintenance, and the capital investment goals shall be reviewed by the County and City after submission by Mount Olive Pickle Company, Inc. before September of each year, beginning in CY 2023 for performance year 2022. The total amount of capital investment and job increases as of January 1st of that year shall be calculated; the total for each shall be expressed as a percentage of the respective total projected goal. The average of the two percentages shall be the achievement percentage of capital investment and job creation and the grant funds that shall be actually awarded in and for each calendar year based on that achievement, subject to the County and City Grant Annual New increment maximum and the following. Should the average percentage of the cumulative projected goal capital investment and job increase be less than 100% as of January 1st of any given year, the County and City shall accrue the amount of funds budgeted but unearned and such funds shall be paid out in the first year Mount Olive Pickle Company, Inc. attains in a given year at least 100% of its cumulative projected goals, in addition to paying the new increment amount of funds budgeted for that year. The payments by the County and City, should Mount Olive Pickle Company, Inc. be current in all tax payments for that fiscal year and to the extent provided above that performance goals be met, shall be made by September 30th of each year beginning in 2023, for calendar year 2022. This grant shall expire on December 31, 2032. For clarification, if Mount Olive Pickle Company, Inc. does not submit performance data for a year before September of the normal review year, the funds budgeted will accrue and be reviewed by the County and City during the review year following Mt. Olive Pickle Company, Inc. submission, but not after December 31, 2032 (that is, when the grant expires).

Example of Calculation Methodology:

	A	*B*	*C*	*D*	*E*
Year	***Annual Job Increase Goal (minimum)***	***Total Jobs Increase Cumulative Goal***	***Total Jobs Increase Cumulative Attained (% = C/B)***	***Capital Investment Cumulative Totals Goal***	***Actual Investment Cumulative Totals (%=E/D)***
2022	24	24	16 (67%)	$10,500,000	$8,505,000 (81%)
2023	0	24	8 (100%)	$-0-	$1,995,000 (100%)
2024	95	119	95 (100%)	$35,000,000	$35,000,000 (100%)
2025	0	119	0 (100%)	$-0-	$-0-
2026	48	167	167 (100%)	$-0-	$-0-
2027	N/A	N/A	N/A	N/A	N/A
Totals	**167**	**167**	**167 (100%)**	**$45,500,000**	**$45,500,000 (100%)**

Year 2023

(For calendar year 2022)
Average % attained = (67% [Jobs] + 81% [Investment]) ÷ 2 = 74%
Amount due from County payable by September 30, 2023, = .74 x $40,000 = $29,600
Amount unearned and being accrued $40,000 - $29,600 =$10,400
Amount due from the City payable by September 30, 2023= .74 x $40,000= $29,600
Amount unearned and being accrued $40,000 - $29,600=$10,400

Year 2024

(For calendar year 2023)
Average % attained = (100% [Jobs] + 100% [Investment]) ÷ 2 = 100%
Amount due from County payable by September 30, 2024, = 1.00 x $40,000 = $40,000
2023 Accruals now earned and also due from County payable by
September 30, 2024, = $10,400
Total due from County payable by September 30, 2024, = $40,000 + $10,400 = $50,400
Amount due from City payable by September 30, 2024, = 1.00 x $40,000 = $40,000
2023 Accruals now earned and also due from County payable by
September 30, 2024, = $10,400
Total due from City payable by September 30, 2024, = $40,000 + $10,400 = $50,400

Year 2025

(For calendar year 2024)
Average % attained = (100% [Jobs] + 100% [Investment]) ÷ 2 = 100%
Amount due from County payable by September 30, 2025, = 1.00[cap] x $50,000 = $50,000
Amount due from City payable by September 30, 2025, = 1.00[cap] x $50,000 = $50,000

Definitions:

"Capital Investment" shall be the ad valorem tax value of the property located in the County and City that is owned by Mount Olive Pickle Company, Inc. its affiliates, or financing entities where Mount Olive Pickle Company, Inc. or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity with venue being in a court of competent jurisdiction in Wayne County, North Carolina.

"Budget" unless otherwise agreed in this Agreement, the County and City shall approve a budget for the specific grant amount offered to Mount Olive Pickle Company, Inc. by July 1st of each year that the respective grant is offered, for payment by the agreed-upon date.

RESOLUTION NO. 2022-30

RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY LINWOOD (WORTH) SMITH AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 19 YEARS

WHEREAS, Linwood (Worth) Smith retires on April 1, 2022 as a Park Technician with the Parks and Recreation Department of the City of Goldsboro with more than 19 years of service; and

WHEREAS, Worth began his career on February 12, 2003 as a Laborer II with the Golf Course Division of the Parks and Recreation Department; and

WHEREAS, on August 1, 2007, Worth was promoted to Senior Maintenance Worker with the Parks and Recreation Department; and

WHEREAS, on November 16, 2011, Worth's position was reclassified as Park Technician with the Parks and Recreation Department where he has served until his retirement; and

WHEREAS, Worth 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; and

WHEREAS, 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 Linwood (Worth) Smith their deep appreciation and gratitude for the service rendered by him to the City over the years.

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

1. We express to Worth our very best wishes for success, happiness, prosperity, and good health in his future endeavors.
2. 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 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

RESOLUTION NO. 2022-31

RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY DWIGHT TYNDALL AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 7 YEARS

WHEREAS, Dwight Tyndall retires on April 1, 2022 as a Plant Maintenance/Mechanic Operator with the Public Utilities Department of the City of Goldsboro with more than 7 years of service; and

WHEREAS, Dwight began his career on February 4, 2015 as an Operator I with the Public Utilities Department; and

WHEREAS, on May 23, 2018, Dwight was transferred to Compost Plant Operator with the Public Utilities Department; and

WHEREAS, on June 19, 2019, Dwight was promoted to Plant Maintenance/Mechanic Operator with the Public Utilities Department where he has served until his retirement; and

WHEREAS, Dwight 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; and

WHEREAS, 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 Dwight Tyndall their deep appreciation and gratitude for the service rendered by him to the City over the years.

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

1. We express to Dwight our very best wishes for success, happiness, prosperity, and good health in his future endeavors.
2. 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 21st day of March, 2022.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

GOLDSBORO
BE MORE DO MORE SEYMOUR
North Carolina

200 North Center Street, 27530
P 919.580.4362

CHILD ABUSE PREVENTION MONTH
PROCLAMATION

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I David Ham, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim April 2022 as

CHILD ABUSE PREVENTION MONTH

and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 21st day of March, 2022.

CITY OF GOLDSBORO INCORPORATED 1844 1887

David Ham, Mayor