



North Carolina

**JOINT MEETING BETWEEN THE
WAYNE COUNTY BOARD OF COMMISSIONERS
AND THE GOLDSBORO CITY COUNCIL
MARCH 6, 2015 – 2:00 P.M.
GOLDSBORO COUNTRY CLUB**

CALL TO ORDER OF THE WAYNE COUNTY BOARD OF COMMISSIONERS
Wayne County Board of Commissioners Chairman George Wayne Aycock, Jr.

CALL TO ORDER OF THE GOLDSBORO CITY COUNCIL
City of Goldsboro Mayor Alfonzo King

INVOCATION
Wayne County Board of Commissioners Chairman George Wayne Aycock, Jr.

PLEDGE OF ALLEGIANCE
City of Goldsboro Mayor Alfonzo King

**SUMMARY OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GOLDSBORO AND WAYNE COUNTY**
City of Goldsboro Manager Scott Stevens
Wayne County Manager George A. Wood

**MOTION TO APPROVE THE RESOLUTION APPROVING THE AGREEMENT
BETWEEN THE COUNTY OF WAYNE AND THE CITY OF GOLDSBORO
REGARDING THE WAYNE AGRICULTURAL AND CONVENTION CENTER, A
MULTI-SPORTS COMPLEX, AND THE GOLDSBORO COUNTRY CLUB**
Wayne County Board of Commissioners
Goldsboro City Council

COMMENTS FROM ELECTED OFFICIALS AND/OR THEIR REPRESENTATIVES

ADJOURNMENT
Wayne County Board of Commissioners
Goldsboro City Council

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GOLDSBORO AND WAYNE COUNTY

This Intergovernmental Agreement made the 6th day of March 2015, by and between the City of Goldsboro, hereinafter (City) and the County of Wayne, hereinafter (County) both being local governments in the State of North Carolina.

WITNESSETH:

WHEREAS, the City has just purchased the property formally known as the Goldsboro Country Club; and

WHEREAS, the City has imposed a room occupancy tax pursuant to a local bill authorizing the occupancy tax; and

WHEREAS, the City owns approximately 18 acres of land on Wayne Memorial Drive adjacent to Wayne Community College which is described in a Deed in Book 1892 at Page 813 in the Wayne County Registry; and

WHEREAS, the County desires to construct the Wayne Agricultural and Convention Center; and

WHEREAS, the City, County, and Seymour Johnson Air Force Base desire to have athletic fields built on the edge of Seymour Johnson Air Force Base for the use of the personnel at the base, their dependents, citizens in Wayne County and for regional tournaments; and

WHEREAS, it is the belief of the City and County that such athletic fields and the Wayne Agricultural and Convention Center will enhance the base and foster more tourism in the City and County.

NOW THEREFORE, the parties agree as follows:

1. The Agreement shall be for an initial period of twenty years beginning on the date first above written with automatic renewals for two 10-year terms.

2. The City and County will request the North Carolina General Assembly to adopt an Act To Modify The Purposes For Which The Goldsboro Room Occupancy Tax May Be Used and to make technical and conforming changes as set out in the document attached hereto. Passage of the local legislation as requested is a condition precedent to all other terms of this agreement.

3. Wayne County agrees to construct the Wayne Agricultural and Convention Center on land donated by the City as set out in paragraph 6 below. The County agrees that the auditorium-seating area will be at least 14,000 square feet. The City shall waive any and all water and sewer tap, impact and availability fees for the Wayne Agricultural and Convention Center. The County will provide 400 square feet of office space in the Wayne Agricultural and Convention Center at no cost to the City for the relocation of the City's Travel and Tourism Office, or other staff as determined by the City. The parties agree that the priority for booking the Wayne Agricultural and Convention Center would be:

a. Agriculture related events and programs.

b. City and County events and programs. Both the City and County would be entitled to utilize the facility at least six times per year without rental charges.

Use of the facility for the existing Curb Market would not be considered any of these twelve free use times.

c. General use.

The parties further agree that the local office of the North Carolina Cooperative Extension Service will be responsible for booking events and maintaining a calendar. The North Carolina Cooperative Extension Service shall also be the Agency that coordinates with people on their booking arrangements. The City's Travel and Tourism Office shall work closely with the North Carolina Cooperative Extension Service and be responsible for marketing the Wayne Agricultural and Convention Center. The North Carolina Cooperative Extension Service shall be responsible for recommending a fee schedule for the use of the facilities which will be subject to the approval of the Wayne County Board of Commissioners. The North Carolina Cooperative Extension Service shall also be responsible for recommending rules and regulations that pertain to the usage of the facility. These rules and regulations will be subject to the approval of the Wayne County Board of Commissioners. The County will appoint a City designated individual to serve on whatever advisory board that currently exists or may exist in the future that will oversee the Wayne Agricultural and Convention Center operation.

4. The parties agree that they will provide mutual ingress and egress between the 12 acre site for the Wayne Agricultural and Convention Center and the 6-acre site the City intends for a hotel development. The parties shall consider the use of a regional detention/retention pond for the full 18 acres with a mutually agreeable cost sharing arrangement.

5. The City and County shall split the proceeds of the room occupancy tax as set out below with the proceeds from a 1% increase in the current 5% Room Occupancy Tax. The net proceeds from the room occupancy tax shall be distributed in the following manner:

a. For the first 20 years after the County issues the Notice to Proceed to the contractor on the Wayne Agricultural and Convention Center, 33.33% of the Net Proceeds will go to Wayne County to construct, operate, and maintain the Center. At the end of the first 20 years and thereafter, the percentage will drop to 25%.

b. 33.33% of the Net Proceeds will go to the City for tourist related marketing of facilities and events, including for the Wayne Agricultural and Convention Center.

c. For the first 20 years after the County issues the Notice to Proceed to the contractor of the Wayne Agricultural and Convention Center, 33.34% of the Net Proceeds will go to the City of Goldsboro to construct, operate and maintain tourism related facilities. At the end of the first 20 years and thereafter, the percentage will increase to 41.67%.

6. The City shall donate approximately 12 acres of land it owns in an 18 acre tract bounded by Wayne Community College, Wayne Memorial Drive, and New Hope Road as shown on the attached map for an approximate location. The City will retain the 6 acres at the corner of New Hope Road and Wayne Memorial Drive for the development of a hotel. If after five years no hotel has been located or no contract to locate a hotel has been signed, the City will retain 3 acres at the corner of Wayne Memorial Drive and New Hope Road for a hotel and may use or dispose of the additional 3 acres as it determines is best for the City. The City shall make this donation only for public use, such as the Wayne Agricultural and Convention Center. If the property is not used for such a purpose, it would revert back to the City ten years after the effective date of this agreement. If the County tries to use or convey the property for any other purpose, the reversion clause will take effect immediately.

7. The County shall lend the City \$3,000,000.00 at 1.5% interest per annum to be repaid in equal annual installments of principal over 15 years. This funding would be used for the multi-sports complex on approximately 60 acres of property owned by Seymour Johnson Air Force Base. This is a P4 project which will assist in the retention of Seymour Johnson Air Force Base while providing needed recreational facilities. It will also promote tourism in the City and County.

8. The County shall contribute \$200,000.00 to the City toward the purchase or renovation of the Goldsboro Country Club facility encompassing the existing building and approximately 10 acres of land. Wayne County shall be entitled to utilize the Goldsboro Country Club facility at least six times per year without any rental charges for those uses provided the City continues to own the Goldsboro Country Club site and is continuing to use it as a meeting facility.

9. If the local legislation passes, the \$200,000.00 payment from the County to the City will be made within 30 days thereof; and the \$3,000,000.00 loan will be executed and the proceeds provided within the same 30 days subject to the approval of the North Carolina Local Government Commission if such approval is required.

10. The 12 acres of land described above will be conveyed by the City to the County contemporaneously with the payment of the \$200,000.00 and the payment of the loan of \$3,000,000.00.

The parties have caused this Intergovernmental Agreement between the City of Goldsboro and Wayne County to be signed and executed by the Mayor of the City of Goldsboro and the Chairman of the Wayne County Board of Commissioners.

CITY OF GOLDSBORO

By: _____
Alfonzo King, Mayor

ATTEST:

Melissa Corser, City Clerk

COUNTY OF WAYNE

By: _____
George Wayne Aycock, Jr., Chairman
Board of Commissioners

ATTEST:

Marcia R. Wilson, Clerk to the Board

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CASSEDALE PL HUNTINGTON PL

W NEW HOPE RD

5.999 AC

12.008 AC

WAYNE MEMORIAL DR



300 Feet
0 150 300

GENERAL ASSEMBLY OF NORTH CAROLINA
2015 SESSION

AN ACT TO MODIFY THE PURPOSES FOR WHICH THE GOLDSBORO
ROOM OCCUPANCY TAX MAY BE USED AND TO MAKE TECHNICAL
AND CONFORMING CHANGES

The General Assembly of North Carolina enacts:

Section 1, Section 2, and Section 4 of SL 1997-447 stay in effect.

Section 3 had been revised to become a part of Section 2 in the 1997 revision.

Section 5. Need to amend the first sentence to read: "...administered and collected as provided in G.S. 160A-215". This removes the repeal procedure as we want to modify it in a new Section 9.

Section 6 was repealed by the 1997 revision.

Change Section 7 to include the provisions of our agreement on how the proceeds will be distributed on a percentage basis, and for the specific usages. Recommend the following language in place of the existing Section 7:

"Section 7. Disposition of Taxes Collected. After levying a tax under this act, the City of Goldsboro shall place the net proceeds of the tax in a special fund. "Net proceeds" means gross proceeds less the cost to the city of collecting and administering the tax. The city shall remit the net proceeds by the 10th day of the month following their receipt, on a proportional basis as set out below:

33.33% for the Goldsboro Tourism Council for the promotion of tourism.

33.33% for Wayne County for 20 years after the Notice to Proceed is issued, for construction, operation, and maintenance of an agricultural and conference center. After the 20 years of payments, the percentage will drop decrease to 25%.

33.34% for the City of Goldsboro for 20 years for the construction, operation, and maintenance of Tourism-related facilities. When Wayne County's percentage decreases by 8.33% after 20 years, the City of Goldsboro's percentage will increase 8.33% to 41.67% for the construction, operation and maintenance of Tourism-related facilities."

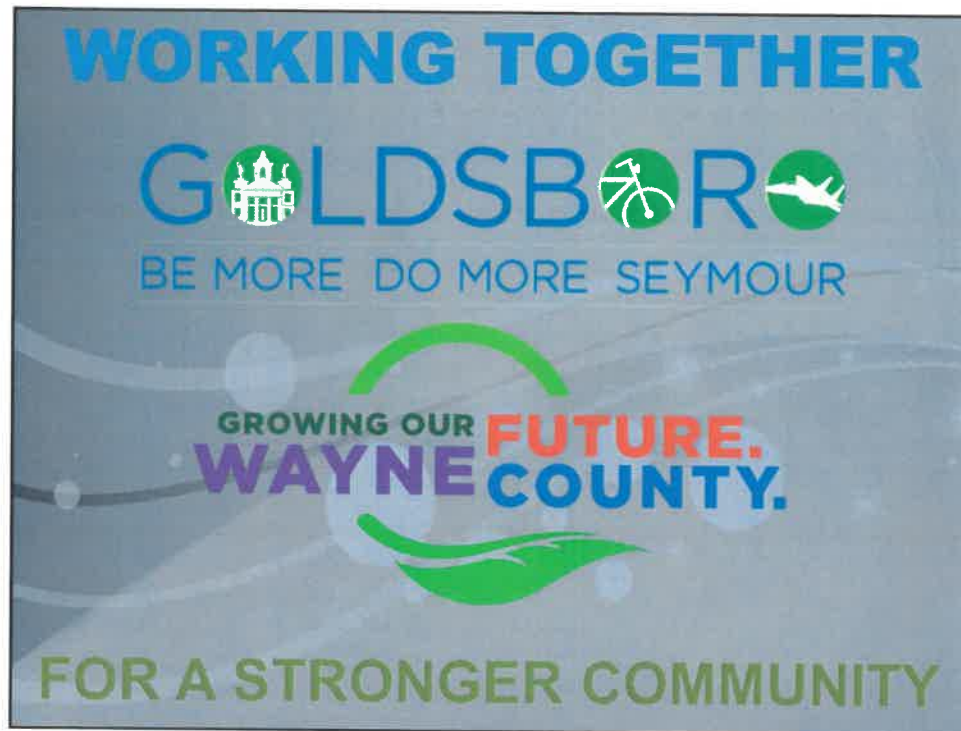
Section 8 stays in effect as written.

Add the following language as a new Section 9:

"Section 9. Repeal. Notwithstanding the provisions of G.S. 160A-215, neither the levying of the room occupancy tax, nor its rate, nor the distribution of its proceeds may be

repealed or modified without adoption of a joint resolution of the City of Goldsboro City Council and the Wayne County Board of Commissioners.”

All other provisions of SL 1997-447 remain in effect.



Consideration of Intergovernmental Agreement
between City of Goldsboro and County of Wayne
(subject to modification of occupancy tax legislation)

- County intends to build a 56,000 sf facility consisting of offices related to agriculture and a convention center meeting space with an assembly area of 14,000 sf.
- County would loan \$3,000,000 at 1.5% interest for a 15 year term to provide funding for the City's multi-sports complex which is proposed to be built on 60 acres that the City will lease from the Air Force under the P4 Initiative.
- County would provide \$200,000 towards the purchase and/or renovation of the Goldsboro Country Club.

Summary of Agreement

- ❑ Term – 20 year with two 10 year renewals
- ❑ City Funding provided by change in occupancy tax
 - Current Occupancy Tax 5% which generates \$550,000 (1% = \$110,000 in FY 14/15)
 - Marketing for T&T gets 50% (\$275,000)
 - Facilities for T&T gets 50% (\$275,000)
 - Proposed Occupancy Tax at 6% or \$660,000
 - Marketing for T&T would get 33.33% (\$220,000)
 - Facilities for T&T would get 66.67% (\$440,000)
 - City T&T Facilities 33.34% (\$220,000) for 20 years and then 41.67%
 - County AG Facility 33.33% for 20 years and then 25%

Summary of Agreement

- ❑ City would transfer ownership of 12 of the 18 acres it owns (City to keep 6 acres at the intersection of New Hope Road with intent to attract hotel tenant). Property not developed within 10 years would revert back to City and could not be sold or used for another purpose without City consent.
- ❑ Multi-Sports Complex Funding - County would lend City \$3,000,000 at 1.5% interest for 15 years
- ❑ City would waive all water/sewer fees for Agricultural and Convention Center Development
- ❑ County would appoint a City representative to advisory board with oversight of Convention Center

RESOLUTION NO. 2015-21

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE COUNTY OF WAYNE AND THE CITY OF GOLDSBORO REGARDING THE WAYNE AGRICULTURAL AND CONVENTION CENTER, A MULTI-SPORTS COMPLEX, AND THE GOLDSBORO COUNTRY CLUB

WHEREAS, the Wayne County Board of Commissioners is developing the Wayne Agricultural and Convention Center; and

WHEREAS, the City of Goldsboro is developing the Multi-sports Complex in conjunction with Seymour Johnson Air Force Base as a P4 Project; and

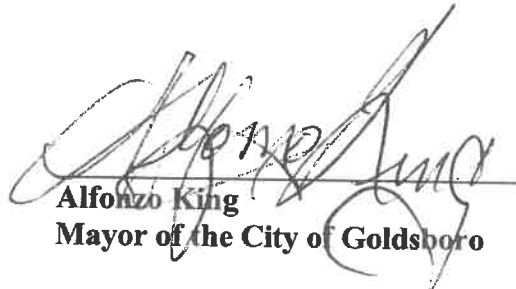
WHEREAS, the City of Goldsboro has purchased the Goldsboro Country Club and plans to renovate it; and

WHEREAS, all of these projects will have a significant impact on tourism and our hospitality industry, and qualify for financial support from the room occupancy tax; and

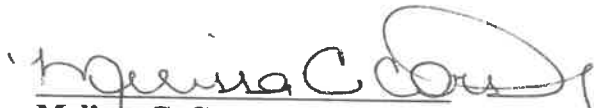
WHEREAS, the County and City have negotiated an agreement to work cooperatively in the development and operation of these facilities;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Goldsboro, North Carolina that the attached "Intergovernmental Agreement Between the City of Goldsboro and Wayne County," dated March 6, 2015, and incorporated herein by reference is hereby approved; and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City.

Passed and adopted this 6th day of March, 2015.


Alfonzo King
Mayor of the City of Goldsboro

Attest:


Melissa C. Corser
City Clerk