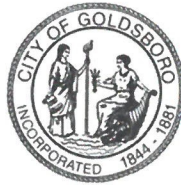


AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
NOVEMBER 20, 2017



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

I. ADOPTION OF THE AGENDA

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

- a. Parade and Special Events Discussion (City Manager)
- b. Boards and Commissions Discussion (City Manager)

NEW BUSINESS

- c. Police/Fire Evidence Expansion Discussion (City Manager)
- d. Social Media Position (Mayor)
- e. Mayor Pro Tem Appointment (City Council)

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

Invocation (Pastor Rob Whitner, Generation Church)
Pledge to the Flag

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A. Minutes of the Work Session and Regular Meeting of August 7, 2017

VI. PRESENTATIONS

- B. Resolution Expressing Appreciation For Services Rendered By Gary Whaley As An Employee Of The City Of Goldsboro For More Than 35 Years
- C. Golden STAR Award Recipients (Human Resources)
- D. Giving Tuesday Proclamation

VII. PUBLIC HEARINGS

- E. CU-17-17 Nicky Parrish–West side of North Berkeley Boulevard between Royal Avenue and US 70 East (Planning)
- F. CU-18-17 Jose Morquecho – East side of South Berkeley Boulevard between Ash Street and Elm Street (Planning)
- G. Z-10-17 J. Isaac Gurley Farms, Inc. – Northeast corner of US Highway 13 North and Hood Swamp Road (Planning)

PLANNING COMMISSION EXCUSED

- H. Economic Development, Historic Preservation and Urban Redevelopment Project Participation (Downtown) (*Motion/Second)

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

- Request to Speak: Law Enforcement Appreciation Event (George Williams)
- Request to Speak: Neighborhood Computer Network Center (Mr. Sherman Johnson)

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

- I. Informal Bid Request #2017-017 – Wayne Memorial Greenway Construction and Mina Weil Paving (Finance)
- J. FY 2017-18 Budget Amendment – 135TH USCT Living History Donation (Finance)
- K. Resolution for the Construction of the Concession/Restroom Facility - Multi-Sports Complex (Finance)
- L. Approve Compost Bulk Pricing (Public Works-Utilities)
- M. Budget Amendment - 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME) (Community Relations)
- N. Goldsboro Christmas Parade, December 2, 2017 – Street Closing Request (Police)

ms/dh
7-0

- O. Rescheduling Council Meetings For 2018 Due To Holidays (City Manager)
- P. Departmental Monthly Reports

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

- Q. Code of Ordinance Update: 98.80 Parades (City Manager)

XI. CITY MANAGER'S REPORT

XII. CITY ATTORNEY'S REPORT AND RECOMMENDATIONS

XIII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XIV. CLOSED SESSION

XV. ADJOURN

BB/DH 7-0



Special Events/ Parades/Street Closing Discussion

November 20, 2017

Comparing Other NC Cities/Counties

Parades and Special Events Around the State			
City	2016 Estimated Population	Permit Authority	Timeframe for Submittals
Swansboro	3,173	Staff unless changes to an Annual event-then Council	60 days
Dunn	9,873	Police-Permits	No time frame
Davidson	12,452	Council-Street Closings	30 days
Spring Lake	13,168	Town Manager or his/her designee	Not less than 5 days
Cornelius	28,515	Chief of Police	90 days in advance of a new event; 60 days if the event is recurring
Sanford	29,128	Coordinator	15 days
New Bern	30,101	Chief of Police	30 days
Wake Forest	40,112	Director of Parks and Recreation; Board	Special Events-45 days; Parades or festivals-120 days
Apex	47,349	Town Manager or Designee	120 days
Wilson	49,620	Special Events Coordinator	Parades-7 days
Burlington	52,709	Chief of Police -Parades and Street Closings Special Events-City Manger or his/her designee	45 days for major events 120 days-races and parades; 90 days-general events; 30 days for block parties
Raleigh	458,880	City Manager	

Parade Ordinance

- The changes to the ordinance include the following:
 - Changing the definition of a parade to remove any references to pickets.
 - Changing the process to be handled by the City Manager or his designated representative instead of the Chief of Police, which will clear the police department of the duties of parades and place all requests for parades and special events with the City Manager or his designated representative which will be the Downtown Goldsboro Office.
 - Clarifies the procedure for obtaining a permit to include verbiage that an application **should** be obtained 30 days prior to the event, if the event requires a street closure.
 - Clarifies that City Council approval is required for all street closures in excess of one hour.
 - Clarifies that notification to those along a parade route may be made via mail, door-to-door, electronic, etc.

Changes to the Application and Policy

- ✓ Email notification was added to the application and policy as a notification option for downtown property owners/merchants.
- ✓ An application fee was added in the amount of \$25.00 for special events and \$50.00 for parades.

ORDINANCE NO. 2017-__

AN ORDINANCE AMENDING CHAPTER 98 ENTITLED "STREETS AND SIDEWALKS" SECTION 98.80 PARADES OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to parades; and

WHEREAS, Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades currently describes the definition of a Parade and the process and procedures for Parades; and

WHEREAS, staff would recommend Council update Chapter 98 entitled "Streets and Sidewalks" Section 98.80 of the Code of Ordinances of the City of Goldsboro, North Carolina.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 98.80 PARADES/SPECIAL EVENTS

- (A) Definition. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARADE. ~~An athletic event, march, ceremony, pageant, procession or other similar activity consisting of two or more persons or animals, vehicles, or any other combination thereof upon the streets, sidewalks or other public grounds that disrupts the normal flow of traffic upon any public street, or public grounds. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.~~

PARADE. Any parade, march, ceremony, show, exhibition, pageant, or procession of any kind, or any similar display, in or upon any street, park, or other public place in the city. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.

SPECIAL EVENTS. A special event is an event or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

- (B) Permit required. ~~No parade, special event or street closure shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade, special event or street closure unless the parade, special event or street closure is conducted in conformity with the requirements set out herein and unless a permit has been obtained. from the City Manager or his/her designated representative.~~

(C) Procedures for obtaining permit.

- (1) City Council approval is required for all street closures in excess of one hour.
- (2) Application for a parade/special event permit **should** be made in writing at least 30 days before the time at which the parade shall be scheduled to begin **if the event requires a street closure** and shall contain the following information:
 - (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;
 - (b) The location or locations in the city where the parade/special event is proposed to take place;
 - (c) The date and hours for which permit is sought;
 - (d) The name and contact information of the person applying for the permit;

(3) Every parade shall follow

Item Q
Suggested Revisions

- (e) The person or persons to be in charge of the activity and who will accompany it and carry the permit at all times; and
 - (f) An estimated daily attendance, request to close the street, inclement weather date and other event details as described in the Policy for Special Events.
- (3) Upon receipt of an application properly completed and timely filed as hereinabove set out, the ~~designated officer~~ **Goldsboro Police Department** shall issue a permit, subject to City Council approval if required, 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 for conduct of parades/special events. The following standards shall apply to all parades and special events conducted in the city:
- (1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on **holidays and weekends**.
 - (2) ~~Unless adequate resources are available~~, No more than one parade may be conducted within the city at any one time.
 - (3) Every parade shall follow a route approved by the City Manager or his designated agent.
 - (4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.
 - (5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.
 - (6) **Notification to those along a parade route may be made** ~~by City of Goldsboro staff~~ **via mail, door-to-door, electronic, etc.**

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

Chapter 32

Section 32:300

32.300 Boards and Commissions Purpose Statement. 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.

32.301 General provisions.

(A) Definitions.

1. Board. For the purposes of this article, the word "board" shall mean and include any board, commission, committee, agency or similar group made up in whole or in part of nonelected 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 Article shall apply only as appropriate, and the mayor shall have appointment responsibility as provided in the City of Goldsboro's Code of Ordinances Chapter 30 Section 30.01.

2. Board Year. Board year shall mean a 12-month time period beginning with the term effective date.

32.302 Membership, general.

(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.

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 reelection.

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 one-third 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.

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 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.

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 General Rules of Procedure Policy)

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.

32.308 Quorum. A quorum shall consist of a majority of the total voting membership plus one, excluding vacant seats.

32.309 Rules and records. All Boards should adhere to 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.

32.310 Cooperation with others. All boards shall cooperate in all respects with other city boards, city officials and employees.

32.311 Annual reports. Unless otherwise required by North Carolina Law, Charter or City Code, advisory boards shall make full and complete reports to the city council annually or at such times as they are requested to do so.

32.312-32.319 Reserved

32.320 Goldsboro Commission of Community Affairs

(A) Purpose and duties. The purpose and duties of the Commission of Community Affairs shall be to:

1. Inform the general public of existing local, state and federal policies, regulations and programs and how these particular policies, regulations and programs directly affect the lives of area residents.
2. Establish and maintain a voluntary union and to promote mutual trust between the city and its citizens.
3. Create a forum which permits open discussion and invites the free expression of public opinion relating to existing and proposed city plans and to customs and practices which foster misunderstanding, suspicion, and animosity among neighborhood residents.
4. Achieve and sustain meaningful rapport and an effective degree of citizen involvement in municipal affairs and associated projects, especially those which pertain to that sector of the city within which one resides.
5. Study problems of discrimination as they are brought to the Commission's attention; to encourage fair treatment and mutual understanding among all social and ethnic groups within the city.
6. Anticipate and discover those practices and customs most likely to create animosity and unrest among racial and ethnic groups and by consultation seek a solution as these problems arise or are anticipated.
7. Serve as an advisory body to the City Council on matters involving social planning.
8. Assist in the development of a viable community including decent housing and a suitable living environment and expanding economic opportunity principally for persons of low and moderate income.
9. Aid in the elimination of slums and blight and prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community.
10. Aid in the elimination of conditions which are detrimental to health, safety, and public welfare, through cede rehabilitation assistance and related activities.
11. Aid in the conservation and expansion of the city's housing stock in order to provide a decent home and suitable living environment for all persons but principally those of low and moderate income.
12. Aid in the expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development.
13. Aid in the restoration and preservation of properties of special value for historic, architectural or aesthetic reasons.

(B) Membership; appointment. The Goldsboro Commission of Community Affairs shall consist of ten members to be appointed by the City Council. All members at the time of appointment shall be citizens and residents of either the city or county within the extraterritorial jurisdiction.

(C) Staff services. The Community Development Department shall supply staff and technical services for the Commission of Community Affairs.

32.321 Goldsboro Advisory Committee on Community Development

(A) Purpose and duties. The Advisory Committee on Community Development shall have the following purpose and duties:

1. Ensure that local attitudes and goals are reflected in community development programs.
2. Meet with the staff to assimilate information and express views on specific issues and recommendations and advise and assist the Director of Planning and Community Development on all redevelopment projects.
3. Review and coordinate findings of the staff and reach a consensus on specific recommendations to the City Council either in report or oral form.
4. Upon recommendation of the City Planning Commission, designated blighted areas within the city shall be studied and recommendations made to the City Council as necessary for redevelopment of such areas.
5. Review staff reports as well as the initial and preliminary plans for community development and express opinions, suggest revisions, clarifications, or study of alternatives as it relates to respective goals and objectives of the community.
6. Provide the basis for community support of the revised plans by:
 - (a) Actively supporting the goals developed by the program; and
 - (b) Playing an active role in educating the general public to the major elements of the plan.
7. Ensure community development activities are carried out in a timely manner by encouraging a consensus of opinion and promoting the coordination of information on community development plans, activities, and programs of the city with affected citizens within community development areas as well as providing and advising the staff of the Department with information, ideas, complaints and questions of citizens affected by community development.

(B) Membership; appointment. The Advisory Committee on Community Development shall consist of ten members who shall be citizens and residents of the city and shall be appointed by the city council.

(C) Membership; qualifications. Where possible, appointments shall be made in a manner as to maintain on the Committee at all times a majority of members who are low- and moderate-income persons, members of minority groups, residents of areas where significant amounts of activity are proposed or on-going, the elderly, the handicapped, the business community, and civic groups who are concerned about community development. Membership shall consist of at least two members from each community development area.

(D) Staff services; Advisory Council. The Community Development Department shall supply staff and technical services for the Advisory Committee on Community Development.

32.322 Goldsboro Municipal Golf Course

(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;

2. Review club house operations and overall maintenance and upkeep of the golf course.

(B) Membership; appointment. The Municipal Golf Course Committee shall be composed of seven members who shall be appointed by City Council. 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.

32.323 Mayor's Committee for Persons with Disabilities

(A) Purpose and duties. The purpose and duties of the Mayors Committee for Persons with Disabilities shall be to:

1. Plan, conduct, and publicize activities designed to promote employment and 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.
8. Advise the City Council about the goals, recommendations, and activities of the Committee.

(B) Membership; appointment. The Mayor's Committee for Persons with Disabilities shall be composed of 30 members who shall be appointed by the City Council. 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 Development Department shall supply staff and technical services for the Mayor's Committee for Persons with Disabilities.

32.324 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.
5. Constructively channel the enthusiasm of the young people of the city.

(B) Membership; Appointment; Term. The Goldsboro Youth 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 Goldsboro Youth Council shall be an employee of the city appointed by the City Manager. The Coordinator for the Youth Council shall serve as an ex-officio member of the Youth 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 affect the youth population.

32.325 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 advisory 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 Goldsboro Parks and Recreation Advisory Commission shall be composed of 11 members, one of whom shall be a high school student. One high school member shall also be appointed by the City Council, but contrary to regular membership shall be eligible to serve only

on a yearly basis, or until a successor is appointed and qualified. 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.

32.326 Planning Commission

(A) Membership. A Planning Commission for the City of Goldsboro is hereby created. The Goldsboro Planning 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. Existing county representation on the Planning Commission, in excess of two members, shall be allowed to conclude their terms but not reappointed unless they are reappointed by the Wayne County Board of Commissioners to serve in one of the two membership slots allowed by this ordinance.

(B) Quorum. A quorum shall consist of a majority (51%) of Commission members, excluding vacant seats. All actions of the Commission shall be taken by majority vote, a quorum being present.

(C) Term of Office. Each of the members appointed by the City Council shall serve three-year terms with eligibility for reappointment to a second full term. Extraterritorial members shall be appointed for such period as the County Commissioners deem proper. If the Wayne County Commissioners fail to make this appointment within ninety 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. Vacancies occurring in the membership of the Planning Commission other than through the expiration of terms shall be filled for the unexpired term by the body that originally made the appointment. Planning Commission members may be removed by the City Council at any time for failure to attend three successive meetings or for failure to attend at least seventy-five percent of meetings within any twelve-month period or for any other good cause related to the performance of duties. 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.

(D) Election of Officers. The Planning Commission shall elect a chairperson from among the City members of the Commission and such other officers as it may deem proper. The term of the chairperson and other officers shall be 1 year, with eligibility for reelection.

(E) Adoption of Rules of Procedure. The Planning Commission shall adopt rules and procedures it finds necessary to conduct its business. Any rule or procedure adopted by the Commission shall be consistent with state law and this Ordinance.

(F) Meetings. The Planning Commission shall establish a regular meeting schedule. All Commission meetings shall be open to the public and whenever feasible the agenda of the meeting shall be made available in advance of the meeting. Since the Commission has an advisory authority, it need not

conduct its meetings in accordance with the quasi-judicial procedures set forth in Section 3.2. However, it shall conduct its meetings to obtain necessary information and to promote the free exchange of ideas.

(G) Records. The Planning Commission shall keep a public record of its resolutions, transactions, findings and determinations.

(H) 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.

(I) Functions and duties of the Planning Commission. As the body charged with Comprehensive Planning, the Planning Commission may:

1. Make studies of areas within the City and its extraterritorial jurisdiction;
2. Determine the goals and objectives relating to growth, development and/or redevelopment of these areas;
3. Prepare plans for achieving the goals and objectives; and
4. Develop and recommend policies, ordinances, administrative procedures to carry out the plans.

As an advisory body to the City Council, the Planning Commission may make recommendations concerning:

1. Proposed official zoning map and Unified Development Ordinance changes;
2. Proposed rezonings, conditional district rezonings, conditional use permits and the master plans of planned unit development districts (PUD);
3. The location, character and extent of public improvements and the acquisition of land;
4. The landscape design of parks, streets, recreation areas, public buildings and other local developments;
5. Street names and street name changes;
6. New development proposals, including site plans, subdivision plans and preliminary plats; and
7. Other matters as desired by the Planning and Community Development Director, directed by the Council or other governing Board or initiated by a Commission member.

32.327 Board of Adjustment

(A) Membership. A Board of Adjustment for the City of Goldsboro is hereby created. The Goldsboro Board of Adjustment shall consist of seven 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.

(B) Quorum. A quorum shall consist of a majority (51%) of the Board members, excluding vacant seats.

(C) Term of Office. Each of the Board members shall serve three-year terms with eligibility for reappointment to a second full term. If the County Commissioners fail to make this appointment within ninety 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 Board. 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. Vacancies occurring in the membership of the Board other than through the expiration of terms shall be filled for the unexpired term by the body that originally made the appointment. Board members may be removed by the City Council at any time for failure to attend three successive meetings or for failure to attend at least seventy-five percent of meetings within any twelve-month period or for any other good cause related to the performance of duties. 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 Board, effective upon the date a replacement is appointed.

(D) Adoption of rules and procedures. The Board of Adjustment shall adopt rules and procedures it finds necessary to conduct its business. Any rule or procedure adopted by the Board shall be consistent with state law and this Ordinance.

(E) Meetings. The Board of Adjustment shall establish a regular meeting schedule. All meetings shall be conducted in accordance with the quasi-judicial procedures set forth in Section 3.2. 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.

(F) Voting. The concurring vote of four-fifths 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 this Ordinance. However, the four-fifths majority vote means four-fifths of the entire Board, not just four-fifths of those present. For example, in the case of Goldsboro's 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 four-fifths 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.

(G) Records. The Board of Adjustment 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.

(H) Functions and duties for the Board of Adjustment. 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 Ordinance.

2. Special uses – To hear and decide only such special uses as the Board is authorized to pass on by the terms of this Ordinance.

3. Variances – To grant variances in accordance with state law and where assigned by this Ordinance.

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 Ordinance.

6. To approve alternate landscaping plans when a strict application of the Ordinance 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 Ordinance. This provision shall not apply to landscape plans that require City Council approval.

32.328 Goldsboro Appearance Commission

(A) Membership. An Appearance Commission for the City of Goldsboro is hereby created. The Commission shall consist of ten members. Where possible, appointments shall be made in such a manner as to maintain on the Appearance Commission at all times a majority of members who have had special training or experience in a design field, such as architecture, landscape design, horticulture, city planning or a closely related field. Members on the Commission may be reimbursed for actual expenses in the performance of their duties but shall serve without pay.

(B) Quorum. A quorum shall consist of six members. All actions shall be taken by a majority vote, excluding vacant seats.

(C) Adoption of rules and procedures. The Appearance Commission shall adopt rules and procedures it finds necessary to conduct its business. Any rule or procedure adopted by the Commission shall be consistent with state law and this Ordinance.

(D) Meetings. The Appearance Commission shall establish a regular meeting schedule. All meetings of the Commission shall be open to the public and whenever feasible the agenda for each Commission meeting shall be made available in advance of the meeting.

(E) Records. The Appearance Commission shall keep a public record of its resolutions, transactions, findings and determinations.

(F) Functions and duties. The functions and duties of the Appearance Commission are to:

1. To initiate, promote and assist in the implementation of programs of general community beautification in the City and the one-mile area beyond the City limits;

2. To coordinate the activities of individuals, agencies and organizations, public and private, whose plans, activities and programs bear upon the appearance of the City and the one-mile area beyond the City limits;
3. To provide leadership and guidance in matters of area or community design and appearance to individuals, and to public and private organizations, and agencies;
4. To study the visual characteristics and problems of the City and the one-mile area beyond the City limits, including surveys and inventories of an appropriate nature, and to recommend standards and policies of design for the entire area, any portion or neighborhood, thereof, or any project to be undertaken;
5. To prepare both general and specific plans for the improved appearance of the City or the one-mile area beyond the City limits. These plans may include the entire area or any part thereof, and may include private as well as public property. The plans shall set forth desirable standards and goals for the aesthetic enhancement of the City or the one-mile area beyond the City limits or any part thereof within its area of planning and zoning jurisdiction, including public ways and areas, open spaces, and public and private buildings and projects;
6. To request from the proper officials of any public agency or body, including agencies of the state and its political subdivisions, its plans for public buildings, facilities, or projects to be located within the City or the one-mile area beyond the City limits or its area of planning and zoning jurisdiction of the City or County;
7. To review plans and make recommendations regarding their aesthetic suitability to the City Council, County Board of Commissioners and City Planning Commission. The Commission shall review all plans in a prompt and expeditious manner and all recommendations of the Commission with regard to any public project shall be made in writing. Copies of the recommendation shall be transmitted promptly to the City Council, Planning Commission and County Board of Commissioners;
8. To formulate and recommend to the City Planning Commission and the City Council the adoption or amendment of ordinances (including the Zoning Ordinance, subdivision regulations, and other local ordinances regulating the use of property) that will, in the opinion of the Commission, serve to enhance the appearance of the City or the one-mile area beyond the City limits;
9. To enter, in the performance of its official duties and at reasonable times, upon private lands and make examinations or surveys;
10. To promote public interest in and an understanding of its recommendations, studies and plans, and to that end to prepare, publish and distribute to the public such studies and reports as will, in the opinion of the Commission, advance the cause of improved City and County appearance;
11. To direct the attention of City and County officials to needed enforcement of any ordinance that may in any way affect the appearance of the City and County;
12. To seek voluntary adherence to the standards and policies of its plans; and
13. To conduct, with the permission of the City Council, public meetings and hearings, giving reasonable notice to the public thereof.

32.329 Goldsboro Historic District Commission

(A) Membership. 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. Members of the Commission may be reimbursed for actual expenses in the performance of their duties, but will serve without compensation. Alternate members, when acting on the commission, shall have all the same powers and duties as the member for which they substitute.

Two ex-officio members shall serve as follows:

1. The Mayor or one member of the City Council; and
2. An at-large member appointed by the City Council.

(B) Quorum. A quorum shall consist of four members. All actions shall be taken by a simple majority, excluding vacant seats.

(C) Adoption of rules and procedures. The Commission shall adopt rules and procedures it finds necessary to conduct its business. Any rule or procedure adopted by the Commission shall be consistent with state law and this Ordinance.

(D) Meetings. The Commission shall establish a regular meeting schedule. All meetings of the Commission shall be open to the public and whenever feasible the agenda for each Commission meeting shall be made available in advance of the meeting.

(E) Records. The Commission shall keep a public record of its resolutions, transactions, findings and determinations.

(F) Functions and duties of the Historic District Commission.

The function 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;
10. Property inspection – To enter, solely in performance of its official duties and only at reasonable times, upon private lands for the examination or survey thereof. However, no member, employee or agent of the Commission may enter any private building without the express consent of the owner or occupant thereof; and
11. Comprehensive Planning – To prepare and recommend the official adoption of a preservation element of the City's Comprehensive Plan.

General Rules of Order for Boards and Commissions:

The following general rules of order shall apply to all boards. The Planning Commission and the Board of Adjustment, and other quasi-judicial boards as may exist from time to time, may vary the terms of these General Rules of Order as appropriate or necessary by adopting board specific rules to meet the special requirements of quasi-judicial boards.

1. Meetings

Each December council adopts a comprehensive meeting schedule for all City public bodies. Once adopted, the meeting schedule is posted on the City's website and bulletin board. Appropriate public notice, as required by law, will be given for any special meeting or work session that is not included on the regular meeting schedule.

Special meetings of a board or commission created and established by ordinance of the city council may be called by the chairman, or two members of the board, by notice given either verbally or in writing and delivered personally to each member or left at his residence not less than forty-eight hours prior to the time for such meetings. In addition, the board or commission will notify the city clerk in order for a written notice of the special meeting to be prepared including the reason of the special meeting. Such notices shall be posted at least forty-eight hours before the time of the special meeting.

State law does not establish procedures for cancelling meetings, however, rules can be established by local policy.

Discuss with Council UNC SOG Recommendations include adopting a new regular meeting schedule 7 days prior to regular scheduled meeting, recess regular meeting to another time or place, if none of these are possible due to bad weather or other unanticipated circumstance, unit should give notice to individual board members, provide notice to others who attend regularly (media) and others who have requested notification.

2. Attendance

For members to be eligible for reappointment, attendance records must show that they have participated in seventy (70) percent of all scheduled meetings in a calendar year unless absence was due to personal injury or sickness. If a member has missed three (3) meetings, notification will be given of their 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.

3. Agenda

The purpose of the agenda is to organize materials to be considered and to give members an opportunity to study the issues before the meeting. Board agendas are prepared by the staff liaison, chair, or both, based upon information received from council, staff, and/or board members.

Items shall be placed on the agenda according to the order of business. The order of business for a regular meeting agenda follows. By unanimous consensus or majority vote of the board, agenda items may be considered in an order different from that shown on the agenda.

- Call to Order: The presider will always begin the meeting at the appointed time with a quorum present;

- Roll Call: For the benefit of any member or member of the public participating, the presider will conduct roll call to determine the members present and absent;
- Adoption of agenda: The board will adopt the agenda as is, or with modifications by motion, second and vote of majority;
- Swearing in of witnesses, if required: A City staff member who is a Notary Public may perform this duty in addition to other persons granted this authority by state law or other governing documents;
- Approval of previous meeting minutes: The board will adopt the minutes as is, or with modifications by motion, second and vote of majority;
- Action and discussion items, reports, information items (including any public hearings or public evidentiary hearings);
- Old/New Business: these items must be specifically identified on the agenda or added with the adoption of the agenda;
- Adjournment: The board shall adjourn meetings by motion in open session.

4. Open Meetings Requirement

All boards will adhere to the letter and spirit of the Open Meetings Law. Board members shall not deliberate, vote, or otherwise take action on any matter with the intention of making it impossible for persons attending a meeting of the board to understand what is being deliberated, voted, or acted on.

5. Role of the Chair, Vice-Chair and Temporary Chair

The appointed chair shall be entitled to vote on all matters and shall be considered a board member for all purposes, including the determination of whether a quorum is present.

The chairs shall have the following authority:

- To preside over public meetings of the board;
- To vote upon all measures before the board;
- To be counted for quorum purposes;
- To preserve order and decorum;
- To call a brief recess at any time;
- To adjourn in an emergency.

The chairs may also

- Rule motions in or out of order;
- Determine when a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- Answer questions of procedure.

Annually at the organizational meeting each board will elect from its membership a vice chair to serve in the chair's absence or in case of sickness of the chair or other causes which would prevent the chair from attending to his or her duties. The vice chair shall be entitled to vote on all matters and shall be considered a board member for all purposes, including the determination of whether a quorum is present. When called upon to preside over meetings in the absence of the chair, the vice chair will have all authorities as the chair.

If both the chair and vice chair are absent from a meeting, the board will elect from among its members a temporary chair to preside at the meeting. The temporary chair shall be entitled to vote on all matters and shall be considered a board member for all purposes, including the determination of whether a quorum is present. When called upon to preside over meetings in the absence of the chair and vice chair, the temporary chair will have all authorities as the chair.

The chair as the meeting presider shall follow the principles below, which were taken from "Roberts Rules in Plain English":

- "Be on time and start on time."
- "Be organized. The presiding officer should have a detailed, well prepared agenda and stick to it."
- "Be prepared. The presiding officer should be familiar with the procedural rules..."
- "Be a teacher. The presiding officer should keep the group working together by explaining procedure clearly and communicating the next order of business. If a motion is confusing, it is his [her] duty to clarify it. This may mean helping a member rephrase a motion."
- "Be in control of the floor. The presiding officer should 'assign' the floor by recognizing those members who wish to speak by calling them by name. No other member may interrupt or call out remarks without being out of order. The presiding officer should remind such a member that the floor has been assigned and request that his [her] remarks be held until the floor has been assigned to him [her]. In addition, private discussion between members while another has the floor is out of order and disruptive members should be reminded of this rule."
- "Be impartial. The presiding officer should impartially call on members wishing to speak. He [she] should give members on both sides of an issue an opportunity to speak..."
- "Be composed. The presiding officer should remain calm and objective, keeping the meeting moving."
- "Be precise. The presiding officer should always restate the motion before taking a vote. After taking the vote, he [she] announces the result of the vote by interpreting the action taken. The presiding officer should always be certain about the results of a voice vote. He [she] may retake the vote by requesting a show of hands on his [her] own accord."
- "Be focused. The presiding officer should not allow irrelevant discussion. Restate the question and, if necessary, directly request the member to 'confine remarks to the pending question'."
- "Be temperate. The presiding officer should use the gavel sparingly, tapping it once to open and close the meeting."

6. Action by boards

Actions of the boards shall proceed by motion, unless agreed to proceed by unanimous consensus. Seconds are required to all motions. Only one motion at a time shall be allowed. Motions may be withdrawn at any time prior to a vote. Motions shall be adopted by a majority of the votes cast unless otherwise required by these rules or by the laws of North Carolina. A majority is defined as more than half of the board members present for the vote.

Every member of the board shall actively participate in voting unless excused by the remaining members in accordance with state law. A member who wishes to be excused from voting shall inform the chair, who shall take a vote of the remaining members. No member shall be excused from voting except upon matters in which the member has a conflict of interest (as outlined in the North Carolina General Statutes and case law). In all other cases, a failure to vote by a member who is physically present in the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present at the meeting shall be recorded as an affirmative vote. However, board members are encouraged to make their voting positions clear by verbalizing their votes rather than allowing their silence to represent an affirmative vote. If a vote is unclear to the chair, then it will be up to the chair to call for a roll call vote. For any voice vote that is not unanimous, the chair shall follow up and conduct a roll call vote.

7. Public Hearings (if required)

The boards shall follow all North Carolina laws and local ordinances with regard to legally required public hearings. The purpose of public hearings is to receive public input. The board members should not engage in conversation or debate with speakers during public hearings. The board will hold all questions and comments until after the public hearing is closed.

The following rules apply to public hearings:

1. Speakers must come to the podium to make their remarks;
2. Speakers should clearly state their names;
3. Speakers should be concise;
4. Speakers should avoid repetition;
5. Speakers may only speak once per public hearing;
6. Individuals should designate a spokesperson for large groups;
7. All speakers should provide their names and contact information to the staff person taking the minutes;
8. Speakers should provide the staff person who is taking the minutes with any documents or materials to be presented to the board;
9. Speakers should direct comments to the entire board and not to individual board members.

*The Board of Adjustment, and any other quasi-judicial board, should adopt variations to these rules as required or appropriate for public evidentiary hearings.

8. Debate/Discussion by Board Members

Debate/discussion shall be allowed prior to requiring a motion and second. During the debate/discussion, the presider shall call on a member who has not spoken on the issue before recognizing someone who has already spoken. The Board of Adjustment may adopt variations to these provisions for public evidentiary hearings.

Board members should avoid personal remarks directed towards individual board members, individual staff members, and individual council members. The presiding officer shall politely rule all such remarks as out of order.

The board members shall follow the debate/discussion principles outlined in Policy Statement 143 Rules of Procedure for the Goldsboro City Council, reiterated below:

- “It is a good idea to begin your debate by telling the members which side you are speaking on...”
- “Organize your thoughts. Pay close attention to your delivery. Speak clearly and slowly, project your voice, and say it like you mean it. Organize your thoughts into two or three main points and communicate them during your debate time...Keep focused on the major reasons why you have taken your stand. Consider this as part of your meeting preparation.” It’s a good idea to bring your concise notes to the meeting with you and actually take notes during the meeting to help you frame your debate/discussion comments.
- “Only speak when called on” [by the presiding officer].
- “Direct all comments to the chair. Avoid directing comments to another member.”
- “Don’t be disruptive. Side conversations are not allowed. Neither is walking around the room in a manner that is disruptive to the meeting.”
- “You can make corrections. If you hear information that you know is inaccurate, you have the right to call attention to the inaccuracy and to have the accurate information shared with the group... this must be done politely.”

9. Minutes

Generally, the minutes of all boards are considered public records. However, if the board’s session is closed, the minutes from the closed portion of the meeting may not become accessible by the public for a certain period of time, depending upon the circumstances and subject matter of the meeting. The public records laws should be relied upon in determining when all records, including minutes, are deemed public records. The staff member that is designated as the secretary or liaison to the board shall be considered the custodian of the minutes and should treat such documents as public record laws require.

The law requires that all minutes be “full and accurate”. The purpose of minutes is to provide a record of the actions taken by a board and not to provide a transcript of the discussions that occurred during the meeting. The minutes can also provide evidence on behalf of the board, that the board followed proper procedures in taking its actions. If no action is taken, the minutes may simply reflect that the meeting occurred, include the subject of the meeting and that no action occurred. It is not necessary to reflect the conversations and discussions of the board. The minutes should reflect motions made and

seconds, identify the movants, dissenting votes, the general summary for the dissenting vote (or minority opinion), and the order in which the items before the board are addressed. All minutes shall be in written form. Minutes should contain enough information to act as an official record of the action taken, they should serve as a guide to staff and council in describing what action, if any, is recommended by the board, and they should be sufficient to be submitted as legal evidence as necessary. It is not necessary to record all discussions, particularly those discussions upon which no action is taken. Minutes for closed sessions shall be kept in accordance with the law and should provide a general account of the closed session so that a person not in attendance would have a reasonable understanding of what transpired.

The following is an outline which may serve as a template for the boards in the preparation of meeting minutes.

- Name/identity of the board;
- Date, time and location of meeting;
- Time meeting called to order;
- Names of board members in attendance, those absent, and those electronically participating;
- Statement of whether or not there is a quorum;
- Identification of subjects for consideration;
- Motions and seconds;
- Any conflicts of interest or abstainments from voting and votes thereon;
- Vote/Action taken by board;
- Dissenting opinion;
- Time meeting adjourned.

Board members may suggest corrections to the minutes when they are in draft form. All board member suggested corrections should comply with this policy. Board members should not propose amendments to the minutes that conflict with this policy.

If recordings of board meetings are created, then the staff liaison shall maintain these recordings in accordance with the public records laws.

10. Parliamentary Procedure Resources

When questions arise about parliamentary procedure that are not addressed by these general rules of order or the board-specific rules of order, the following resources may be consulted: Suggested Rules of Procedures for Small Local Government Boards (by Fleming Bell), Suggested Rules of Procedure for a City Council (by Fleming Bell), and Robert's Rules of Order.

11. Coverage (Effective Date and Application)

This policy, upon adoption of the City Council, shall be applicable to all council appointed boards and committees until such time that the policy statement is altered, modified or rescinded by the City Council.

DRAFT

Conflict of Interest Policy Statement

These guidelines are designed to provide guidance to board members in making decisions in situations where there may be a potential conflict or the potential for the appearance of a conflict. Violation of these guidelines is grounds for removal of the violator from his or her board position, but is not grounds for vacating or otherwise calling into question or doubt any advisory or other decision that has been made.

Guidelines

- *Definitions.* For the purpose of these Guidelines, the following definitions should be used:
 - “*Financial Interest*” means any pecuniary benefit accruing to the board member.
 - “*Close personal relations*” means a relationship involving a board member’s spouse, parent, child (including step-child) or sibling and includes the board member’s “in-laws.”
 - “*Close business relations*” means a relationship involving some person or entity with which the board member is associated for business purposes, and includes the board member’s employer, partner, co-owner, and a client for whom the board member is presently working or regularly does work.
- *Financial interest in the matter.* That appointed advisory board members refrain from publicly advocating for or against, discussing, debating or voting on advisory decisions that are or will be before their board, when they have a direct and identifiable financial interest in the matter before the board. If the financial interest is very small and is shared by others in similar situations, or if the impact of the decision on the board member is remote or speculative, then the board member may disclose that interest and may discuss, debate and vote after such public disclosure.
- *Close personal or business relations with party.* That appointed advisory board members refrain from advocating for or against, discussing, debating and voting on advisory decisions which are or will be before their board, when they have close personal or business relations with any party in the matter.
- *No appearance of impropriety.* That appointed advisory board members conduct themselves in a manner that does not raise a reasonable perception or belief that there is a conflict of interest or an abuse of their position (“appearance of impropriety”). Complying with this requirement may require that an advisory board member refrain from advocating, discussing, debating and voting even if they have no direct and identifiable financial interest or close personal or business relations in the matter. For instance, a board member should not publicly lobby or advocate concerning a matter that will come before their board nor should a board member use, for their own financial interest, information obtained because of their position on the board before such information is generally available to the public. Board members should not do business with the City other than the type of business that might be engaged in by any citizen of the City, such as obtaining permits and approvals. In some cases, the appearance of impropriety may be adequately dispelled with disclosure and explanation of the perceived impropriety.

- Planning Commission members shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- The Board of Adjustment and Historic District Commission exercise quasi-judicial functions. For “quasi-judicial” decisions the law requires all the elements of a fair trial, including an impartial decision-maker. Therefore, the conflict of interest standard for BOA and HDC members when making quasi-judicial decisions is higher than that for other boards and is established by state law. At a minimum:
 - A member of any board exercising quasi-judicial functions shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.
- Close working relationships between council members and advisory board members are essential to fulfilling public responsibilities. For this and similar reasons, board members shall also be mindful of the following:
 - During the course of public meetings, board members should conduct themselves with professionalism and show courtesy to fellow board members, other City representatives and the public. At meetings, board members should approach disagreements in a positive fashion, and refrain from personal criticisms of meeting participants and other City representatives.
 - Once a decision is reached by a majority of any board, the minority should respect and honor the decision.

The City of Goldsboro Council acknowledges and appreciates the freedom of speech rights to which all board members are entitled. Council and board members acknowledge the importance of maintaining a relationship of mutual trust and respect for one another, particularly as such applies to the fulfillment of their roles.

READ AND AGREED TO: _____
Board Member Signature

Board Member Printed Name

DATE: _____

City of Goldsboro Boards and Commissions Discussion November 20, 2017

City Boards and Commissions					
Council Representative	City Board	Number of Members/Alt.	Number of Vacancies	Terms Expired (As of 8/17)	Term Length (Years)
CM Ham	Appearance Commission	10	3	1	4
	Community Affairs Commission	10	4	0	2
	Community Development Commission	10	5	0	3
	Municipal Golf Course Committee	7	0	0	3
CM Williams	Historic District Commission	7/2	1 Alt.	0	Staggered
MPT Foster	Parks and Recreation Advisory Commission	11	1	0	3/1
Mayor Allen	Mayor's Com. for Persons with Disabilities	26	6	2	4
	Planning Commission	7	0	0	5
Mayor Allen	Tourism Council	6	0	0	3

City Council/Mayor Appointed Boards

City/Mayor Appointment	Number of Appointees	Number of Vacancies	Terms Expired	Term Length (Years)
Housing Authority	5-9	1	0	5
GWTA Board of Directors	3	1	0	1
Firefighter Relief Fund	2	0	0	No Term Limits (NC Article 84)

Other items to be considered:

- How to adopt meeting schedule
- Bylaws
- How to and who can call a special meeting
- How to and who can cancel a meeting
- Remote Participation
- Consider forming a Selection and Appointment Board

Ordinance Proposed Includes:

- Creation of a new section in Chapter 32 for boards and commissions to be located in one centralized area of the Code.
- Outline:
 - General Provisions
 - Membership
 - Election of Officers – Board to elect chairperson, vice-chairperson, etc.
 - Terms of Office - Length for all boards changed to three (3) years; unless otherwise provided by law or ordinance.
 - Conflicts of Interest – creation of Policy Statement
 - Attendance – addressed in General Rules of Order Policy
 - Meetings – addressed in General Rules of Order Policy
 - Quorum
 - Rules and Records
 - Cooperation with others
 - Annual Reports

General Rules of Procedure Policy

- Meetings – adopt a regular meeting schedule
 - Discuss who can call a meeting and who can cancel
- Attendance – must attend 70% of scheduled meetings, unless due to personal injury or sickness. Member notified if 3 meetings are missed of possibly being replaced.
- Agenda
- Open Meetings Requirement
- Role of Chair, Vice-Chair and Temporary Chair
- Action by Board
- Public Hearings
- Debate/Discussion
- Minutes
- Parliamentary Procedure Resources
- Coverage

Questions/Comments/Suggestions

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
AUGUST 7, 2017

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on August 7, 2017 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Bevan Foster
Councilmember Antonio Williams
Councilmember Bill Broadaway
Councilmember Mark Stevens
Councilmember David Ham
Councilmember Gene Aycock
Jim Womble, Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Octavius Murphy, Assistant to the City Manager
Holly Jones, CM Office Intern
Jimmy Rowe, Planning Director
Jennifer Collins, Assistant Planning Director
Kaye Scott, Finance Director
Rick Fletcher, Public Works Director
Mike West, Police Chief
Mike Wagner, Deputy Public Works Director - Utilities
Shycole Simpson-Carter, Community Relations Director
Bernadette Carter-Dove, HR Director
Ashlin Glatthar, Travel & Tourism Director
Scott Williams, IT Director
Julie Metz, DGDC Director
Scott Barnard, P&R Director
Felicia Brown, Assistant P&R Director
Allen Anderson, Chief Building Inspector
Marty Anderson, City Engineer
Scott Williams, IT Director
Rochelle Moore, Goldsboro News-Argus (arrived at 5:05 p.m.)
Ken Conners, News Director-Curtis Media Group East
Carl Martin, Citizen
Mark Colebrook, Citizen
Yvonnia Moore, Citizen
Geren Taylor, Citizen
Kriquette Davis, Goldsboro YMCA
John Richards, Goldsboro YMCA
Fred Fontana, GWTA

Phil Bailey, ShotSpotter
Daniel Weeks, Citizen
Lonnie Casey, Citizen
Bobby Mathis, Citizen (arrived at 5:05 p.m.)
Della Mathis, Citizen (arrived at 5:05 p.m.)
Michele Wiggins, GHA (arrived at 6:03 p.m.)
Anthony Goodson, GHA (arrived at 6:09 p.m.)

Call to Order. The meeting was called to order by Mayor Allen at 5:00 p.m.

Invocation. The invocation was provided by Councilmember Broadaway.

Adoption of the Agenda. Mayor Allen stated we have a Revised Agenda with an addition of Item F.1 Choice Neighborhood Grant Application. Upon motion of Councilmember Broadaway, seconded by Councilmember Ham and unanimously carried, Council adopted the agenda.

Warm Heart Program. Mr. John Richards, Chief Executive Officer for the Goldsboro YMCA shared information regarding the Warm Heart Mentoring Program. The Goldsboro YMCA spoke with the City Council about collaborating to help hire a full-time mentoring coordinator. This coordinator would work with rising ninth graders at Goldsboro High School to assist with academic, behavioral or attendance problems. The program would provide service to any ninth grader whose guardian requests this service. The YMCA requested \$35,000 from the City to assist with the program.

Council discussed. Upon motion of Councilmember Broadaway, seconded by Councilmember Stevens and unanimously carried, Council approved the request.

GWTA Extended Bus Hours. Mr. Fred Fontana, GWTA Executive Director, shared at the December 5, 2016 Council Meeting, Council extended bus service for the Green, Blue and Purple bus routes for two additional hours on Monday through Friday. The initial extension period ran from February 5 through May 5. Shortly after the May date, Council agreed to keep the extended bus hours on the Blue and Purple routes through September 1. The intent at the time was to determine if the longer daylight hours or warmer weather would entice more riders to utilize the service later in the evening. The Purple route serves primarily South John Street, Slocumb Street, Seymour Homes, and Lincoln Homes residential areas. The Blue Route serves the commercial and shopping areas along Ash Street, Spence Avenue, Berkeley Boulevard, as well as the residential area along New Hope Road and Central Heights Road. Unfortunately, time of the year had little or no effect on ridership. Ridership during the winter and longer nights were almost identical to the summer and shorter nights. Mr. Fontana reviewed ridership numbers and cost for the two hour extension of the above referenced routes. Mr. Fontana suggested extending the service on the Purple and Blue routes for only one hour, however, as growth and demand increase this issue needs to be revisited and perhaps even expanded to include Sunday service.

The cost to extend the service of the Purple and Blue routes for one hour for the entire fiscal year would be about \$26,800. This too would be split between the City and FTA. Each share would be \$13,400. These funds were included in the GWTA budget request. Therefore, no additional funding would be necessary. The 7:30 p.m. end time would be in line with comparable nearby transit service.

Councilmember Williams suggested extending the hours during thanksgiving and Christmas holidays.

Upon motion of Councilmember Williams, seconded by Councilmember Aycock and unanimously carried, Council agreed to reduce the end time to 7:30 p.m. for the Blue and Purple routes as recommended.

Mr. Fontana also shared information regarding the schedule of replacing buses, grant monies and asked Council to consider setting money aside for the city's match. In five years all the buses we have now will be scheduled to be replaced. Rather than wait five years to provide the full match, may be it would be easier to set aside \$20,000 to \$25,000 a year. Mr. Stevens stated again what I understand, GWTA has money they may not spend and rather return to the City, GWTA would propose holding this money for upcoming replacement costs. Mr. Stevens stated I and Ms. Scott would prefer the City hold that money, but whatever Council decides I would be ok with, but it helps our fund balance numbers and helps you have more flexibility as a Council. Mr. Stevens stated Mr. Fontana is right, \$125,000 is a large chunk to come up with at one time but we do work through those budget items each year. Councilmember Williams stated from what I understand if they give back that money they could lose state funding as well. Mr. Fontana stated the initial \$15,000 is not a problem, after we get done with our audit there may be another \$15,000 and we if we give it all back to you, we will lose some state money as well. Mayor Allen suggested Mr. Fontana come back when the auditors are done and they have firm numbers.

Sunday Morning Alcohol Sales Legislation. Mr. Scott Stevens shared a proposed ordinance with Council which would allow alcohol sales on Sunday prior to 12 noon. Council discussed Mayor Pro Tem Foster and Councilmember Williams expressed concerns. Councilmember Aycock shared he had received 6 calls, 5 out of the 6 were no's to the proposed ordinance. Councilmember Broadaway stated he did not want this to hurt us when recruiting a hotel or conventions/events for the new convention center.

Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried, Council added the proposed ordinance to Items Requiring Individual Action.

24 Hours of Peace. Mr. Scott Stevens stated Councilmember Williams and I have had some discussion, I think we have shared the proposals with you from Mr. Sharif, you have heard from him at the retreat in February. We have discussed with Mr. Sharif about using Skype to video chat in today, but we have not heard back from him at this time. Councilmember Williams stated this would bring a different approach to the

violence in the community, he had some things that were out of the box; there have been 9 murders since February. Councilmember Williams stated we need something to help and I think this would be a good solution for us. Council will continue discussion, as staff was trying to reach Mr. Sharif on Skype.

Scout Hut Donation. Mr. Scott Barnard shared information with Council regarding the Scout Hut at the corner of Evergreen, Mulberry and Herman Streets. The building has been there since the early 50's. The Scout Hut is an asset of the City of Goldsboro, Parks and Recreation has been maintaining the turf. Scout operations ceased there roughly 10 years ago. Mr. John Lewis who is active in the community and sits on the Veterans Memorial Board, had approached me probably 5 years ago about finding a group to refurbish it and getting scout programming back in to the building. Roughly 60 days ago, I met out there with Mr. Lewis and Mr. Ben Seegars who has a proposal that the city make a contribution towards refurbishing the building, and leasing the building from the city for a \$1 a day for 10 years. Staff would recommend Council accept this proposal. Council discussed. Mayor Allen asked if we could give them the property. Upon motion of Councilmember Ham, seconded by Councilmember Williams and unanimously carried, Council tabled the item to allow time for staff and the city attorney to review the proposal, look into the gifting of this property and provide up to \$10,000 towards improvement.

24 Hours of Peace. Mr. Sharif was able to join on Skype. Councilmember Williams greeted Mr. Sharif and stated we greatly appreciate the opportunity to speak with you about what you have done in other cities. Mr. Sharif stated he has had brief conversations with Mr. Scott Stevens; they have spoken about the obstacles. Mr. Sharif stated he has the ability to adjust the pricing and ability to make this a unique experience. Mr. Sharif shared information with Council regarding events he has held in other cities. 24 Hours of Peace is dedicated to using the hip hop culture and motto of "Peace, Love, Unity and Safely Having Fun" to create safe communities free of violence. We develop programs that promote character development, conflict resolution and health and wellness. The events have included music with national headline artists, workshops with celebrity artists and personalities, nationally recognized host, children zone activities and games, community movie night, free senior breakfast with spiritual music, prayer vigils, etc. Council discussed.

Councilmember Williams made a motion to approve 24 Hours of Peace at a \$75,000 level. The motion was seconded by Mayor Pro Tem Foster. Council continued discussion. Councilmember Williams withdrew his motion. Mayor Pro Tem Foster asked Council to consider doing something with Mr. Sharif at a \$25,000 or \$35,000 level and discuss at the next meeting.

ShotSpotter. Chief West introduced Mr. Phil Bailey with ShotSpotter. Mr. Bailey shared his background information. Mr. Bailey stated I've brought with me some data that will help you see what ShotSpotter is revealing here in your city. He shared information with Council regarding the following statistics:

- Goldsboro, NC has been a customer since July 2016. They have a 3.6 square mile coverage area.
- In the past 12 months, there were 334 ShotSpotter alerts and 1,585 shots fired. On average, there are 28 incidents per month with over 80% of these alerts occurring in Beats 4A, 4B, 3A and 2C.
- Every 26 hours a gun is fired within the Goldsboro NC ShotSpotter coverage area, with an average of 4 shots fired each time.
- Most gunfire in Goldsboro occurs between 2000-0359 hours. Fridays, Saturdays, Sundays and Mondays are the most active days. Three in every 4 incidents have 2 or more shots fired.
- While it's a much better practice to do year over year trend comparisons, early indications based on monthly trends show a steady decline in overall gunfire activity since the system went live.

Mr. Bailey reviewed top gunfire locations, provided a few ShotSpotter Response Outcomes and results of active police response.

Mr. Bailey stated in closing, I want to leave you with the following summarizing thought to consider. If it wasn't for ShotSpotter, 8 to 9 out of 10 times that someone shoots a gun in your vulnerable communities, the police would never show up, simply because they wouldn't know about it.

Choice Neighborhood Grant Application. Ms. Michele Wiggins with the Goldsboro Housing Authority shared information regarding the Choice Neighborhood Grant. Choice Neighborhood Planning Grants support the development of comprehensive neighborhood revitalization plans which focus on directing resources to address three core goals: Housing, People and Neighborhood. To achieve these core goals, communities must develop and implement a comprehensive neighborhood revitalization strategy, or Transformation Plan. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families. Ms. Wiggins asked Council to consider being a co-applicant on the grant and asked the city to provide \$25,000 over a three year period. Mr. Stevens stated he had suggested the city provide \$15,000 over a three year period. Council discussed. Mayor Pro Tem Foster stated he does not feel like he has been given enough time to review the information, he asked Council to table the item until the next work session.

Downtown Merchants Association Request for 2 Hour Parking. Mr. Stevens stated you did have a parking study done some years ago, it talked about moving into downtown parking along Center Street in particular, talked about not doing heavy enforcement, it did talk about phasing into it more education and for us maybe that means if you really want to get into 2 hour parking which is the request of the Downtown Merchants Association, we would sign, we would enforce if there were problems, but we would not be out there daily enforcing 2 hour parking. If you want us to do that we would bring back an ordinance. The request was from Ash Street to Chestnut Street. Our

recommendation would be to support that, all spaces on Center Street would be 2 hour parking. You do not have to make the formal decision tonight but if interested we would bring that ordinance back to you.

Mayor Allen asked if that would be 8:00 – 5:00 Monday – Friday, Ms. Metz confirmed it is proposed Monday – Friday 8:00 am – 5:00 pm. Council discussed. Councilmember Williams expressed concerns for elderly and parking for Paramount. Councilmember Stevens and Mayor Pro Tem Foster also expressed concerns regarding 2 hour parking. Council consensus was for staff to bring back an ordinance for Council to consider.

As time did not allow review of the remaining Work Session items and review of the Consent Agenda will be reviewed during the regular meeting.

There being no further business, the work session adjourned.

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on August 7, 2017 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Bevan Foster
Councilmember Antonio Williams
Councilmember Bill Broadway
Councilmember Mark Stevens
Councilmember David Ham
Councilmember Gene Aycock

The meeting was called to order by Mayor Allen at 7:00 p.m.

Reverend Apostle Von Newsome of Impact Church Goldsboro provided the invocation. Boy Scouts with Troop 14 led the Pledge to the Flag.

Approval of Minutes. Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried, Council approved the Minutes of the Work Session and Regular Meeting of May 8, 2017, Minutes of the Work Session and Regular Meeting of May 15, 2017, Minutes of the Special Meeting of May 15, 2017 and Minutes of the Special Meeting of May 22, 2017 as submitted.

As time did not allow at the previous meeting, the following Work Session Items were discussed:

Item h. US Marshals Service Task Force. Chief West shared information regarding the assignment of an officer to the US Marshals Fugitive Task Force. The purpose of the regional fugitive task force is to combine the efforts of federal, state and

local law enforcement agencies to locate and apprehend the most dangerous fugitives and assist in high profile investigations. This alone will provide the Goldsboro Police Department with the resources to not only apprehend our most violent offenders but also provide manpower during homicide investigations.

Item k. Street Assessment. Mr. Marty Anderson, City Engineer stated we have Humphrey Street coming up on the Consent Agenda this evening and at a previous meeting we had discussed whether we were going to do assessments for it. I have spoken with the City Attorney as well as the Finance Director. We have two general statutes that cover petitions, one G.S. 160A-217(a) “A city shall have no power to levy special assessments for street or sidewalk improvements unless it receives a petition for the improvements signed by at least a majority in number of the owners of property to be assessed, who must represent at least a majority of all the lineal feet of frontage of the lands abutting on the street or portion thereof to be improved. Unless the petition specifies another percentage, not more than fifty percent (50%) of the cost of the improvement may be assessed (not including the cost of improvements made at street intersections).” In the case where we are paving these unpaved streets, we do not have any assessment ability.

Mr. Stevens stated there has been previous discussions, some of Council did not want to assess. If you want to assess what we have done with Humphrey Street we cannot award. If you do not want to assess we can award.

Mr. Anderson also shared information regarding the City’s Code of Ordinances.

Council discussed. Mayor Allen shared he would be in favor of moving forward with the bid and not assessing. Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council agreed to move forward with the bidding process on Humphrey Street and not assess.

Public Comment Period. Mayor Allen opened the public comment period and the following people spoke:

1. Henry Jeanette spoke against Sunday morning alcohol sales.
2. Anna White stated she attends Adamsville Baptist Church. She read a statement opposing Sunday morning alcohol sales.
3. James Carter stated he attends First Baptist Church. He stated he also opposed Sunday morning alcohol sales.
4. Dawson Pike stated the Merchants Association was polled and they received 24 responses; 71% were supportive of the Brunch Bill (Sunday morning alcohol sales), 20 % were against and 9 % had no opinion on the matter.
5. Edith Jones spoke against Sunday morning alcohol sales.

6. Don Johnstone shared concerns regarding appearance of city and the length of time before items are noticed or picked up by the city.
7. Mark Colebrook shared information with Council regarding crime statistics. A copy of the handout he provided is available in the Clerk's Office. He also shared information regarding a mentoring program.
8. Leatrice Stanley shared concerns regarding Busco Beach.
9. Carson Clark spoke on the Brunch Bill and religion.
10. Willie Battle spoke on the Blue Label law and spoke against Sunday morning alcohol sales.
11. DR Halliday shared he is a found objects artist. He showed a sample he had made for the City of Goldsboro. He also spoke on litter.

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

Upon motion of Councilmember Aycock, seconded by Mayor Pro Tem Foster and unanimously carried, Council moved Items Requiring Individual Action ahead of the consent agenda.

An Ordinance to Consider the Sale of Alcohol Before Noon on Sundays at Licensed Premises. Ordinance Adopted. On June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled "An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws." Ratified Senate Bill 155 was signed into law by Governor Roy Cooper on the 30th day of June, 2017 and became effective on that date (Session Law 2017, Chapter 87). This would allow any establishment located in the corporate limits of Goldsboro and holding an ABC permit issued pursuant to G.S. 18B - 1001 be permitted to sell beverages allowed by its permit beginning at 10 A.M. on Sundays if approved by City Council.

Councilmember Ham made a motion to adopt an ordinance to allow the sale of alcohol before noon on Sundays at licensed premises. The motion was seconded by Councilmember Broadway. Those voting in favor of the motion included Mayor Allen, Councilmembers Williams, Broadway and Ham. Mayor Pro Tem Foster, Councilmembers Stevens and Aycock voted against the motion. Mayor Allen declared the motion passed 4:3 and the following entitled Ordinance was adopted.

ORDINANCE NO. 2017-41 "AN ORDINANCE TO ALLOW ALCOHOL SALES BEFORE NOON ON SUNDAYS AT LICENSED PREMISES"

Each item on the Consent Agenda was reviewed, additional discussion included the following:

Item D. Site and Landscape Plan – Meadow Lane Elementary School. Councilmember Broadaway expressed concerns with stacking cars on Ash Street. Mr. Rowe reviewed stacking options on the site.

Item M. Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina. Upon motion of Mayor Pro Tem Foster, seconded by Councilmember Williams and unanimously carried Council removed and deferred Item M. Adoption of a Supplement to the Code of Ordinances from the Consent Agenda to allow additional time to review.

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

CU-12-17 McIntyre Funeral Home - North side of Royall Avenue between Audubon Avenue and Herman Street. Approved. Applicant requests a Conditional Use Permit to allow the operation of a funeral home in the Neighborhood Business zoning district.

Previously, the property was operated as a mixed-use development consisting of barber and beauty shops, a general contractor's office, a non-profit student enrichment program and a daycare.

Frontage: 162.43 ft.
Average Depth: 251.50 ft.
Area: 88,852 sq. ft. or 2.04 acres
Zoning: Neighborhood Business

According to the City's Unified Development Code, a Conditional Use Permit is required and must be approved by City Council in order to operate a funeral home within the Neighborhood Business zoning district.

Hours of Operation: 9:00a.m.-5:00p.m.
Monday-Friday
*As needed on Saturdays

Number of Employees: 5 to 7

The submitted site plan shows that the property consists of one lot currently occupied by an existing 5,068 sq. ft. single-story brick-veneer and metal building. Applicant's floor plan consists of assembly areas, offices, conference rooms, storage areas and restrooms.

The site is provided with one 20 ft. wide access driveway from Royall Avenue.

Parking is based on one space per 50 sq. ft. of assembly area plus 1 space per vehicle stored on site. Based on an assembly area of 1,344 sq. ft. plus 4 service vehicles stored on site, 31 parking spaces are required. The submitted site plan shows 40 parking spaces including 2 handicap accessible spaces.

The existing landscaping consisting of street trees, buffer yards and interior parking lot vegetation is compliant with the City's landscape ordinance. No additional plantings are required.

Sidewalks are required for the development along Royall Avenue for approximately 142 linear ft. The developer has paid a fee in lieu of sidewalk installation in the amount of \$2,130.

An existing retention pond and BMP grass swale exists at the northwest corner of the property for storm water collection and drainage purposes. It is properly screened from public view as required by the City's Unified Development Code.

At the public hearing held on July 17, 2017, no one appeared to speak either for or against the Conditional Use Permit request.

At their meeting held on July 31, 2017, the Planning Commission recommended approval of the request and submitted site plan.

Staff recommended Council accept the recommendation of the Planning Commission and:

1. Adopt an Order approving the Conditional Use Permit to allow the operation of a funeral home in the Neighborhood Business zoning district; and
2. Approve the submitted development plans detailing the operation.
Consent Agenda Approval. Aycock/Ham (7 Ayes)

S-4-17 Woodard, Cerny and Parrott (2-Lot Preliminary Subdivision Plat).
Approved. The property is located on the south side of Fedelon Trail between Salem Church Road and North William Street.

Total Area: 9.2 acres
Total Lots: 2

Lot No. 1: 3.17 acres
Lot No. 2: 6.04 acres
Zoning: R-16 Residential

The subject property has been proposed for division into two lots for the purpose of settling a family estate.

Currently the lot is occupied by two existing one-story single family dwellings both built prior to the adoption of the City's Unified Development Code. The property is served by City water and sewer.

The plat shows that Lot No. 1 contains an existing single-family dwelling that encroaches 20 ft. into a required 40 ft. front yard building setback. A modification of that front yard building setback is required.

The Planning Commission, at their meeting held on June 26, 2017 recommended approval of the plat with a modification of the front yard building setback from 40 ft. to 20 ft. for Lot No. 1.

Staff recommended Council accept the recommendation of the Planning Commission and approve the two-lot preliminary subdivision plat with a modification of the front yard building setback from 40 ft. to 20 ft. for Lot No. 1. Consent Agenda Approval.
Aycock/Ham (7 Ayes)

Site and Landscape Plan – Meadow Lane Elementary School. Approved.

The property is located on the south side of East Ash Street between Oak Forest Road and Malloy Street.

Frontage: 1,268 ft.
Depth: 700 ft. (average)
Area: 22.8 Acres (approx.)
Zoning: Office and Institutional-1

North: Office and Institutional-1,
Neighborhood Business,
R-9 and R-16 Residential
South: Seymour Johnson AFB
East: Neighborhood Business and R-16 Residential
West: Shopping Center and R-16 Residential

There are a total of 12 buildings on the site—one main building, 8 freestanding brick veneer buildings and 3 modular classroom units which total 82,010 sq. ft. in area.

A total of 81 parking spaces within two lots exist on the site near the northeastern corner of the existing main building.

Currently, there are three driveway access points on East Ash Street. One unpaved access extends for one-way ingress to an unpaved area utilized primarily for teacher parking with egress provided through a partially paved driveway extending back to Ash Street. The third paved curb cut extends to two existing paved parking areas.

A two-way driveway on Oak Forest Road provides secondary access to parking for the school.

There are a number of playground areas delineated along the southern and western sides of the existing buildings.

Existing landscaping includes mature Magnolia and Oak trees within the front yard and interspersed within the playground and open areas.

Approximately one-third of the easternmost portion of the main building will be demolished in Phase I of the project. Once the new school structure is completely constructed and occupied, demolition of the remainder of the structures is planned. A construction entrance will be provided from Oak Forest Road.

Five existing Oaks and 2 existing Magnolia trees will be retained within the front yard. All other plant material on the site is to be removed.

One new building is to be constructed which will contain 41 classrooms in 99,324 sq. ft. In addition, a 65 ft. by 93 ft. (6,045 sq. ft.) mobile unit will be temporarily placed at the rear of the site. It will contain eight classrooms.

Based on one parking space required for each five seats within the main assembly area, a total of 140 parking spaces are required for the school. The site plan indicates that 223 spaces are proposed which includes seven handicapped spaces.

No playground areas have been delineated on the site plan with the exception of two small areas to be associated with Pre-Kindergarten classes.

Main access to the new parking area will be provided through an ingress-only driveway on the western side of the lot on East Ash Street. A right-turn lane will be constructed on Ash Street to serve the site for eastbound traffic and an existing center-lane will allow for left-turn access into the site from westbound traffic.

The two-lane driveway is configured in an elongated “S” form in an attempt to avoid or eliminate stacking and stopped traffic on Ash Street. The driveway would continue through the parking area and lead to an area for dropping off and picking up children at the front of the building. Traffic would exit the site through a right-in/right-out driveway on the eastern side of the lot. This main access would also extend around the new school building and meet the secondary access utilized for bus ingress and egress extending from Oak Forest Road. The bus parking area includes an area for loading and unloading children as well as dumpsters and service vehicle parking.

The 8 ft. wide street yard along Ash Street would contain Red Maple trees and Glossy Abelia shrubs on-center every 40 ft. along with retained Oaks and Magnolia trees. The vehicular surface area within medians and parking lot end aisles will consist of Magnolia trees and Abelia shrubs.

The property, for all but 40 ft., abuts residentially-zoned or developed property along its eastern side for a distance of approximately 600 ft. The developer has requested a modification to allow substitution of a 6 ft. tall fence to be constructed of masonry or pressure treated lumber in lieu of the required planted buffers. There are existing high-pressure natural gas lines which run just inside the proposed fence location.

Along the western property line, Type A (10 ft. wide) and Type C (20 ft. wide) buffers will contain combinations of Southern and Sweet Bay Magnolia trees and Juniper and Abelia shrubs.

The submitted elevations indicate masonry and steel construction with glass accents and architectural steel roofs.

Five ft. wide sidewalks are shown along the entire school frontage on Ash Street.

Lighting plans have not been submitted but must be approved by City staff.

Stormwater calculations are currently under review by the City's Engineering Department.

The Planning Commission, at their meeting held on July 31, 2017, recommended approval of the site, landscape and building elevation plans with a modification to allow the 6 ft. tall fence in lieu of the planted buffer along the eastern property line and subject to submission and approval of a lighting plan.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans with a modification to allow the six ft. fence to serve as the eastern buffer and subject to submission and approval of a lighting plan. Consent Agenda Approval. Aycock/Ham (7 Ayes)

Site Plan - Tommy's Road Elementary School (Addition of a Modular Unit - Approved Classroom Facility). Approved. The property is located on the south side of Tommy's Road between Wayne Memorial Drive and Hare Road.

Frontage: 903.30 ft.

Depth: 1,450 ft. (approx.)

Zone: Office and Institutional-1

In November of 2003, City Council approved the placement of two modular classroom units containing 864 sq. ft. each behind the principal school building to address increases in student enrollment.

As a result of recent directives from the State which mandate the reduction in the number of students per classroom, the Wayne County Board of Education has now proposed the placement of an 84 ft. long by 60 ft. wide modular approved facility consisting of six (6) individual classrooms and restrooms for staff and students.

The unit would be located on the southeast corner of the property between the existing pre-K modular unit and the children's playground. Covered access will be extended for students and staff along the existing sidewalk from the main building.

The building exterior of the modular classroom facility will consist of hardy plank siding and the foundation will have a continuous and permanent brick curtain wall.

Approval of this request is necessary since the site is greater than an acre. At their meeting held on July 31, 2017, the Planning Commission recommended approval of the site plan revision to include the addition of a modular classroom unit.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site plan to allow the addition of a modular classroom facility at Tommy's Road Elementary School. Consent Agenda Approval. Aycock/Ham (7 Ayes)

Sale of Surplus Real Property, Tax ID #2599-56-1185, 208 Whitfield Drive, as recorded in the Wayne County Registry. Approved. In July 2017, offer was made to the City of Goldsboro for said property. Mr. Chester Brown, Jr. adjacent property owner offered to pay the City the sum of \$1.00 to acquire this property.

The City of Goldsboro acquired the property in 1973. The property's tax value is listed as \$1,000.

Per General Assembly of North Carolina, Session Law 2004-94, allows the sale of substandard surplus real property owned alone by the City or jointly owned by the City and Wayne County by offering it to the adjoining property owners for \$1.00.

It is recommended that Mr. Brown's offer be accepted in the amount of \$1.00.

Staff recommended Council accept the offer of Mr. Chester Brown, Jr. in the amount of \$1.00 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro. Consent Agenda Approval. Aycock/Ham (7 Ayes)

Sale of Real Property, Tax ID #3509-32-0930, 500 Creech Street and #3509-32-0833, 502 Creech Street as recorded in the Wayne County Registry. Approved. On June 30, 2017, Willie Battle offered to pay the City of Goldsboro the sum of \$2,240

for 500 Creech Street and \$17,355 for 502 Creech Street and made a bid deposit of \$975.75 Goldsboro.

The City of Goldsboro and County of Wayne acquired this property in September 2016. The County Commissioners at their July 18, 2017 meeting agreed to convey their share of this property to the City of Goldsboro with the stipulation that the City and County share equally the expenses.

Standard property will be offered for sale in accordance with the provisions of the G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property's tax value. The property's tax value for both properties is \$39,190. An advertisement appeared in the Goldsboro News-Argus on July 6, 2017. The ten (10) day upset bid period expired on July 15, 2017, with no counter-offers received after this bid.

The attorney fees associated with transferring the deed will be paid by the buyer. The City and County's portion from the sale of these properties would be \$19,595 each minus expenses.

Staff recommended Council accept the offer from Mr. Willie Battle in the amount of \$2,240 for 500 Creech Street and \$17,355 for 502 Creech Street and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro. Consent Agenda Approval. Aycock/Ham (7 Ayes)

Seymour Johnson AFB – Fitness Center Addition Construction Budget Amendment. Ordinance Adopted. The City of Goldsboro and the U.S. Air Force signed a lease for the construction of a 62 acre multi-sports complex. In exchange for the 20-year lease, the City will construct a 2,500 square foot addition to the existing fitness center at Seymour Johnson AFB.

On June 26, 2017, Council approved and awarded the design build construction of the fitness center expansion to Daniels and Daniels in the amount of \$641,452. Per the lease agreement, the City is required to contribute \$600,000 towards the construction of the fitness center. Since the revisions requested by the Base increased the cost over the amount allocated by the City, the base has agreed to reimbursement the excess cost of \$41,452.

The City has earmarked funding in the Occupancy Tax Fund for this project and a budget amendment is required for this project.

Staff recommended Council adopt the following entitled ordinance appropriating the necessary funding for the construction of the fitness center at Seymour Johnson AFB. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**ORDINANCE NO. 2017- 39 “AN ORDINANCE AMENDING THE BUDGET
ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR”**

Informal Bid Request IFB2017-012 Abatement and Demolition of Condemned Properties. Approved. On Monday, July 17, 2017, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 22 condemned properties listed below:

1. 306 N. Carolina Street
2. 809 Crawford Street
3. 810 Crawford Street
4. 812 Crawford Street
5. 512 Dail Street
6. 615 Devereaux Street
7. 411 Grantham Street
8. 113 Kornegay Street
9. 204 W. Oak Street
10. 1113 Olivia Lane
11. 810 Poplar Street
12. 508 Roberts Street
13. 210 A&B Slocumb Street
14. 325 Whitfield Drive
15. 306 Wayne Avenue
16. 409 Wayne Avenue
17. 417 Wayne Avenue
18. 419 Wayne Avenue
19. 511 Wayne Avenue
20. 517 Wayne Avenue
21. 309 Whitfield Drive
22. 317 Whitfield Drive

A bid tabulation sheet is available.

The bids have been reviewed by the City's Inspection Department, checked for accuracy, and found to be in order. The low bid from AK Grading and Demolition, Inc. is being recommended in the amount of \$125,900. The current fiscal year's budget has sufficient funding for abatement and demolition for these 22 locations.

Staff recommended Council accept the bid of \$125,900 from AK Grading and Demolition, Inc. for the abatement and demolition of the condemned properties. Consent Agenda Approval. Aycock/Ham (7 Ayes)

Contract Award – 2017 Street Paving Improvements Project Formal Bid No. 2017-003. Ordinance Adopted. Resolution Adopted. On Monday, July 31, 2017 three (3) sealed bids were received for the 2017 Street Paving Improvements Project for the City of Goldsboro.

The proposed work consists of approximately 6,000 square yards of pavement with 950 linear feet of storm water lines for Humphrey Street from Fourth Street to Eighth Street and Dakota Street from Aycock Street to Fourth Street.

Barnhill Contracting Company submitted the low bid for this project for a total cost of \$489,883.25. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Barnhill Contracting Co.	\$489,883.25
Hines Sitework, Inc.	\$549,750.00
S.T. Wooten Construction Co.	\$784,675.00

The bids for this project have been reviewed by the Engineering Department, checked for accuracy and found to be in order. We have reviewed the financing of this project with the Finance Director and determined that funding is partially available from street bonds and will require a budget amendment.

Staff recommended the City Council adopt the following entitled budget ordinance appropriating funds for the 2017 Street Paving Improvements Project and adopt the following entitled Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$489,883.25 with Barnhill Contracting Company for the 2017 Street Paving Improvements Project. Consent Agenda Approval. Aycock/Ham (7 Ayes)

ORDINANCE NO. 2017-40 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR”

RESOLUTION NO. 2017-49 “RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2017 STREET PAVING IMPROVEMENTS PROJECT FORMAL BID NO. 2017-003”

Bid Award for Installation of Picnic Shelters at Mina Weil Park. Resolution Adopted. The City of Goldsboro was awarded a Parks and Recreation Trust Fund (PARTF) Grant for Mina Weil Park in October of 2015 in the amount of \$250,000. New picnic shelter installation is one of the items covered under this grant. The City of Goldsboro requested informal bids for the installation of the picnic shelters.

The scope of the project included:

- Installing two picnic shelters
- Beams, roofing materials, nails, etc. are provided by City of Goldsboro
- Contractor responsible for anchor bolts and concrete embedment for shelter pads

On July 20, 2017, the informal bids were opened with Barnacle Construction, Inc. being low bidder. Parks and Recreation staff reviewed each bid proposal and recommend Barnacle Construction, Inc. for the installation. Grant funding is available to cover the bid amount of \$42,000. Bid tabulation is attached.

Staff recommended Council adopt the following entitled Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$42,400 with Barnacle Construction Inc. to install two picnic shelters at Mina Weil Park. Consent Agenda Approval. Aycock/Ham (7 Ayes)

RESOLUTION NO. 2017-50 “A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE CONTRACT WITH BARNACLE CONSTRUCTION INC. FOR INSTALLATION OF PICNIC SHELTERS AT MINA WEIL PARK”

Fairview Color Run Street Closing Request. Approved. The Goldsboro Housing Authority is seeking a permit to close certain city streets so that the Fairview Color Run can take place on August 17, 2017 from 11:00 am - 1:00 pm.

Due to the logistics of the color run and to keep attendees safe, the Goldsboro Housing Authority has requested the closing of Edgerton Street from Claiborne Street to Fairview Circle from 10:00 am - 2:00 pm on August 17, 2017.

All vendor booths, entertainment attractions and displays will be arranged to secure proper access to all fire hydrants, alleyways and driveways. This permit is contingent upon receipt of liability insurance.

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

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is to be maintained in the center of the street to provide access for fire and emergency vehicles.
3. All activities, change in plans, etc., will be coordinated with the Police Department.
4. Police, Fire and Public Works Departments are to be involved in the logistical aspects of the Event.

Staff recommended Council grant the requested temporary closing of Edgerton Street from Claiborne Street to Fairview Circle from 10:00 am - 2:00 pm on August 17, 2017. Consent Agenda Approval. Aycock/Ham (7 Ayes)

End of Consent Agenda.

City Manager’s Report. Mr. Scott Stevens introduced Mr. Rick Fletcher, Public Works Director, who replaced Mr. Jose Martinez. Ms. Karen Brashear, Public Utilities Director retired last fall and I placed the operation of these facilities under the Public Works Director as well. We had two department heads and two deputy directors and

with Rick's promotion we have one department head and two deputy directors. Rick served as Interim Director during Hurricane Matthew. I will tell you he did an outstanding job working with our staff responding to the flooding and months following to get our community cleaned up. Mr. Stevens shared information regarding Mr. Fletcher's background.

Mr. Fletcher stated it has been a pleasure to work for the City of Goldsboro. I work with some incredible people and look forward to what we can accomplish over the coming years.

Mr. Stevens also introduced Ms. Bernadette Carter-Dove, the new Human Resources Director who started with the City of Goldsboro on August 1, 2017. Mr. Stevens shared information regarding Ms. Carter-Dove's background.

Ms. Carter- Dove thanked Scott for the opportunity to return to the City of Goldsboro. There has been a warm welcome back.

City Attorney's Report. No report.

Mayor and Councilmembers' Reports and Recommendations.

Councilmember Aycock thanked the Scouts for being here tonight.

Councilmember Ham stated no comment.

Mayor Pro Tem Foster congratulated Ms. Virginia Gerald on her 100th Birthday. Mayor Pro Tem Foster stated he and Councilmember Williams would have been on time for the birthday party if they had been told about it, however, once they found out they did attend.

Councilmember Stevens shared information on current events, the need to stay positive, and the potential of new jobs and invited citizens to contact him at 919-584-5070. He shared information regarding the potential for faster speed internet and discussed education and wellbeing of citizens. He stated he and Councilmember Williams do not always see eye to eye but he would be supportive of 24 Hours of Peace.

Councilmember Broadway thanked Apostle Newsome and Impact Church Goldsboro for the luncheon they hosted for Council last week. He also thanked Boy Scout Troop 14 for attending and shared he was once a scout in Troop 14.

Councilmember Williams shared they got a chance to greet students at Goldsboro High School today as they returned. He thanked Mr. Colebrook for his efforts. He also congratulated Ms. Virginia Gerald on her 100th Birthday. Councilmember Williams thanked all those who partnered with the Summer Youth Program.

Mayor Allen thanked everyone who participated in National Night Out and the Purple Heart Banquet. Mayor Allen shared information regarding community policing efforts. Following up on what Councilmember Williams stated, there were a lot of smiles when the kids returned to Goldsboro High School, they appreciated us being there. He stated we did get invited to Ms. Gerald's party and congratulated her on her birthday. He complimented the Summer Youth Program. Mayor Allen shared he attended the Ribbon Cutting for Tropical Smoothie. Mayor Allen reminded everyone they should not litter.

Closed Session Held. Upon motion of Councilmember Aycock, seconded by Councilmember Stevens, and unanimously carried Council convened into Closed Session to discuss a property acquisition, potential litigation and economic development matter.

Council came out of Closed Session.

There being no further business, the meeting adjourned at 8:13 p.m.

Chuck Allen
Mayor

Melissa Corser, MMC/NCCMC
City Clerk



City of Goldsboro

H.O. Drawer A
North Carolina
27533-9701

RESOLUTION NO. 2017-79

RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY GARY WHALEY AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 35 YEARS

WHEREAS, Gary Whaley retires on December 1, 2017 as the Fire Chief with the Goldsboro Fire Department of the City of Goldsboro with more than 35 years of service; and

WHEREAS, Gary began his career on August 11, 1982 as a Firefighter with the Goldsboro Fire Department in the City of Goldsboro; and

WHEREAS, on April 27, 1994, Gary was promoted to Fire Engineer with the Goldsboro Fire Department; and

WHEREAS, on February 12, 1997, Gary was promoted to Fire Captain with the Goldsboro Fire Department; and

WHEREAS, on April 29, 1998, Gary was promoted to Assistant Fire Chief for Training with the Goldsboro Fire Department; and

WHEREAS, on November 3, 1999, Gary was promoted to Assistant Fire Chief for Operations with the Goldsboro Fire Department; and

WHEREAS, on July 1, 2009, Gary was promoted to Fire Chief with the Goldsboro Fire Department where he has served until his retirement; and

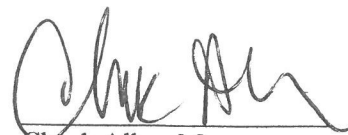
WHEREAS, Gary has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro; and

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 Chief Whaley 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 our deep appreciation and gratitude for the dedicated service rendered during Gary's tenure with the City of Goldsboro.
2. We offer Gary our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 20th day of November, 2017.




Chuck Allen, Mayor

RESOLUTION NO. 2017-79

**RESOLUTION EXPRESSING APPRECIATION
FOR SERVICES RENDERED BY GARY WHALEY
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO
FOR MORE THAN 35 YEARS**

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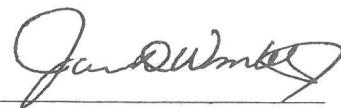
WHEREAS, the Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Chief Whaley their deep appreciation and gratitude for the service rendered by him to the City over the years.

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

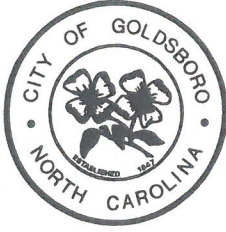
1. We express our deep appreciation and gratitude for the dedicated service rendered during Gary's tenure with the City of Goldsboro.
2. We offer Gary our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 20th day of November, 2017.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

GIVING TUESDAY PROCLAMATION

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service provided by many organizations in the city to include: Arts Council of Wayne County, Boys & Girls Club, Habitat for Humanity of Goldsboro-Wayne, Literacy Connections, Partnership for Children, 4-Day Movement, and the United Way in the City of Goldsboro.

NOW, THEREFORE I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim Tuesday, November 28, 2017, as

GIVING TUESDAY

in the City of Goldsboro, North Carolina, and do hereby call upon all citizens to join together to give back to the community in any way that is personally meaningful.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 20th day of November, 2017.



Chuck Allen
Mayor

CITY OF GOLDSBORO

AGENDA MEMORANDUM

NOVEMBER 20, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
CU-17-17 Nicky Parrish–West side of North Berkeley
Boulevard between Royal Avenue and US 70 East

BACKGROUND: The applicant requests a Conditional Use Permit to allow the
operation of a tattoo parlor.

The site is located within an existing commercial strip mall
known as Berkeley Junction Shopping Center. The property
is zoned GB (General Business). A tattoo parlor is a
permitted use within this district only after the issuance of a
Conditional Use Permit approved by City Council.

Frontage: 40 ft.
Depth: 82 ft.
Zone: General Business

DISCUSSION: The submitted site plan indicates one existing 3,280 sq. ft.
commercial tenant space proposed for use as a tattoo parlor
consisting of a reception area, two tattoo stations, a body-
piercing station and a restroom.

Hours of Operation: 12:00 Noon to 8:00 p. m.
(Monday-Saturday)

Employees: 2

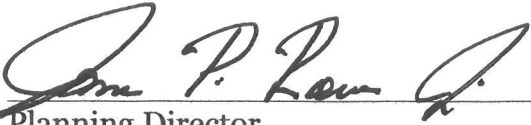
Berkeley Junction Shopping Center is accessed by two
existing 35 ft. wide curb cuts along North Berkeley
Boulevard.

Sufficient parking spaces exist for customers of the proposed
use and the shopping center.

The property is not located within a Special Flood Hazard
area.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on December 4, 2017.

Date: 11/14/2017



Planning Director

Date: 11-15-17



City Manager

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
OF THE CITY OF GOLDSBORO
TO CONSIDER ISSUANCE OF A CONDITIONAL USE PERMIT
TO ALLOW THE OPERATION OF A TATTOO PARLOR

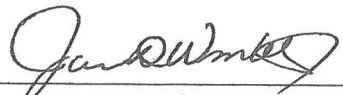
Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, November 20, 2017, at 7:00 p. m., in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of a tattoo parlor.

CU-17-17 Nicky Parrish – West side of North Berkeley Boulevard
between Royall Avenue and US 70 East

The Wayne County Tax Identification No. is 3519-74-2834. The property has a frontage of 234.59 ft., an approximate depth of 1,008.46 ft. and a total area of approximately 5.43 acres. The unit address is 1079 North Berkeley Boulevard which has a width of 40 ft. and a depth of 82 ft.

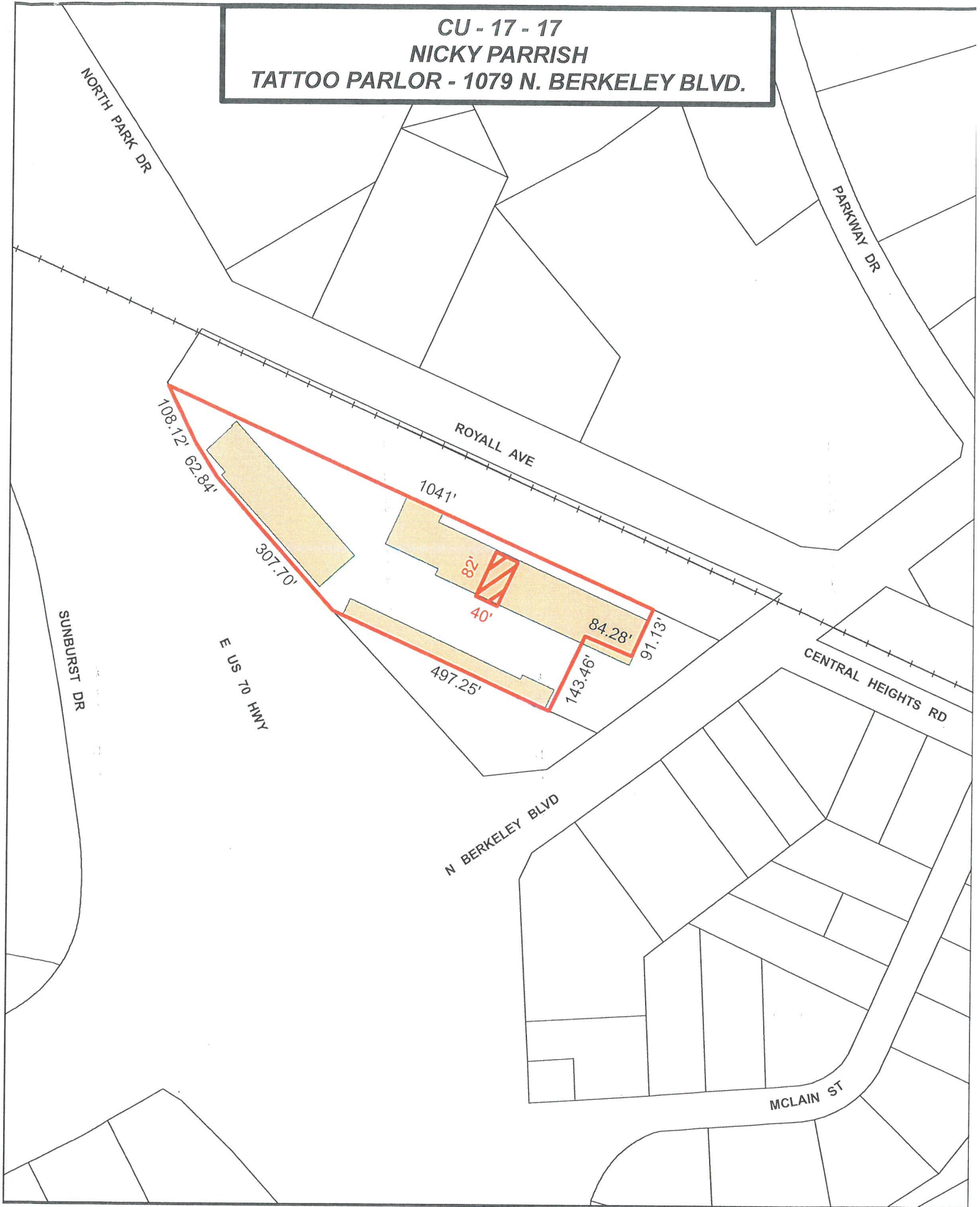
All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.


Melissa Corser, City Clerk


James D. Womble, City Attorney

PUBLISH: November 2, 2017
November 9, 2017

CU - 17 - 17
NICKY PARRISH
TATTOO PARLOR - 1079 N. BERKELEY BLVD.



CU - 17 - 17
NICKY PARRISH
TATTOO PARLOR - 1079 N. BERKELEY BLVD.



CITY OF GOLDSBORO

AGENDA MEMORANDUM

NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
CU-18-17 Jose Morquecho – East side of South Berkeley Boulevard between Ash Street and Elm Street

BACKGROUND: The applicant requests a Conditional Use Permit to allow the operation of a tattoo parlor.

Frontage: 82 ft.
Depth: 255 ft.
Area: 0.48 Acres
Zoning: General Business

The site is located within a strip commercial center which contains eight individual units. The unit that will be occupied by the applicant contains 1,750 sq. ft. (25 ft. by 70 ft.).

DISCUSSION: There are a total of 50 parking spaces (including two handicapped spaces) on the site. Based on the existing uses within the building, approximately 50 spaces will be required to serve the entire commercial structure.

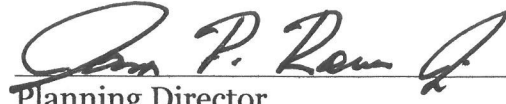
Hours of Operation: Noon to 7:00 p. m.
No. of Employees: 3-4

The applicant indicates that he provides tattoo services by appointment only and caters to professionals, including servicemen from the Base.

The site is accessed by one two-way curb cut from Berkeley Boulevard. Since the building on the lot is existing and only one unit is to be leased for the proposed tattoo parlor, the applicant will not be required to retrofit the site to meet current requirements as they relate to landscaping.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 4, 2017

Date: 11/14/2014


Planning Director

Date: 11-15-17


City Manager

ssj

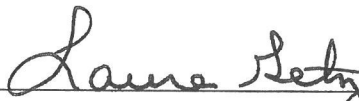
NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
OF THE CITY OF GOLDSBORO
TO CONSIDER ISSUANCE OF A CONDITIONAL USE PERMIT
TO ALLOW THE OPERATION OF A TATTOO PARLOR

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, November 20, 2017, at 7:00 p. m., in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of a tattoo parlor.

CU-18-17 Jose Morquecho – East side of South Berkeley Boulevard
between Ash Street and Elm Street

The Wayne County Tax Identification No. is 3519-11-6063. The unit address is 112-Q South Berkeley Boulevard which has an approximate width of 25 ft. and an approximate depth of 70 ft.

All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.



Laura Getz, Deputy City Clerk



James D. Womble, City Attorney

PUBLISH: November 2, 2017
November 9, 2017

CU - 18 - 17
Jose Morquecho - Tattoo Parlor
112-Q S. Berkeley Blvd.



CU - 18 - 17
Jose Morquecho - Tattoo Parlor
112-Q S. Berkeley Blvd.



CITY OF GOLDSBORO

AGENDA MEMORANDUM

NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Z-10-17 J. Isaac Gurley Farms, Inc. – Northeast corner of
US Highway 13 North and Hood Swamp Road

BACKGROUND: Applicant requests a zoning change from R-20A Residential
to General Business Conditional District with site plan
approval required separately.

Frontage: 760 ft. (on US Highway 13 North)
1,060 ft. (on Hood Swamp Road)
Area: 8.84 Acres (approx.)

Surrounding Zoning: North: R-20A Residential and RM-9
South: R-20A Residential
East: O&I-1 and R-20A Residential
West: R-20A Residential

Existing Use: The property is currently vacant.

Proposed Use: Site and landscape plans have been
submitted for a convenience store on a portion of the
property at the corner of US 13 and Hood Swamp Road. If
the property is rezoned, any future development proposed
would require complete plan approval.

Surrounding properties are primarily vacant farmland along
with a number of single-family and nonconforming mobile
homes across both US 13 and Hood Swamp Road.

Two other lots near the intersection of US 13 and Hood
Swamp Road were zoned General Business at the time the
City's extraterritorial jurisdiction was extended in this area.
An existing convenience store and gas station on the west

side of US 13 North was satellite annexed to the City on June 30, 1999.

DISCUSSION:

Comprehensive Plan: The City's adopted Land Use Plan designates this property for a combination of Mixed Use 2, Mixed Use and low-density residential development. Mixed use designation would include commercial-type uses that may impact lower-density residential uses. They are typically located at major intersections.

Engineering Comments: City water and sewer are not available to serve the subject property. The property is not located in a Special Flood Hazard Area.

The applicant has submitted a petition for noncontiguous annexation of the property.

The submitted site plan indicates that the property will be divided into six lots with the dedication of a new street bisecting the property and running from US 13 North to Hood Swamp Road. This road would have a right-of-way width of 65 ft. and a paved width of 45 ft.

Lot 1: 2.81 Acres (Proposed Convenience Store)

Lot 2: 1.74 Acres

Lot 3: 0.98 Acres (Septic Repair Area)

Lot 4: 1.18 Acres

Lot 5: 1.56 Acres

Lot 6: 0.57 Acres (Stormwater Area)

The developer will be required to submit preliminary and final subdivision plats in order to allow for the division of the land.

A 4,900 sq. ft. commercial building is proposed with a 30 ft. by 135 ft. fuel canopy. The building would be oriented facing US 13 North.

Access to the convenience store would be made only through the proposed new dedicated street. No direct driveway access would be provided from either US 13 or Hood Swamp Road.

Deceleration lanes with medians and middle left-turn lanes with medians will allow for access on both US 13 North and

Hood Swamp Road. Plans have been submitted to NCDOT for review prior to action being taken.

Landscaping as a vehicular surface buffer is proposed adjacent to the paved area. Combinations of Willow Oak trees, Crape Myrtles, Redbuds, Hawthorns and Holly shrubs are proposed. A total of 26 street trees (Willow Oaks) are proposed along the street frontages and there are four end aisles to be planted with low-growing shrubs within the parking area.

A refuse container is shown at the rear of the building which will be properly screened in accordance with City requirements.

All HVAC units will be properly screened from view and the developer will pay a fee in lieu of sidewalk installation.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 4, 2017.

Date: 11/14/2017



Planning Director

Date: 11-15-17



City Manager

ssj

NOTICE OF CHANGE OF ZONE HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER AMENDMENTS TO THE GOLDSBORO ZONING CODE

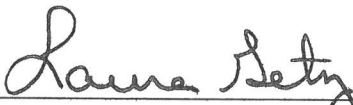
Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro, in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, at **7:00 p. m.** on **Monday, November 20, 2017.**

Z-10-17 J. Isaac Gurley Farms – Northeast corner of US Highway 13 North and Hood Swamp Road

The Tax Identification No. is 3620-84-8574. The property has a frontage of 760 ft. on U. S. Highway 13 North, a frontage of 1,060 ft. on Hood Swamp Road and a total area of approximately 8.84 acres. The present zoning classification is R-20A Residential. The proposed zoning classification is General Business Conditional District with site plan approval required separately.

The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification of the application. Parties in interest and citizens shall have the opportunity to be heard and may obtain further information on the proposed change from the City of Goldsboro Department of Planning, City Hall Annex, 200 North Center Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the hearing.



Laura Getz, Deputy City Clerk

PUBLISH: November 2, 2017
November 9, 2017

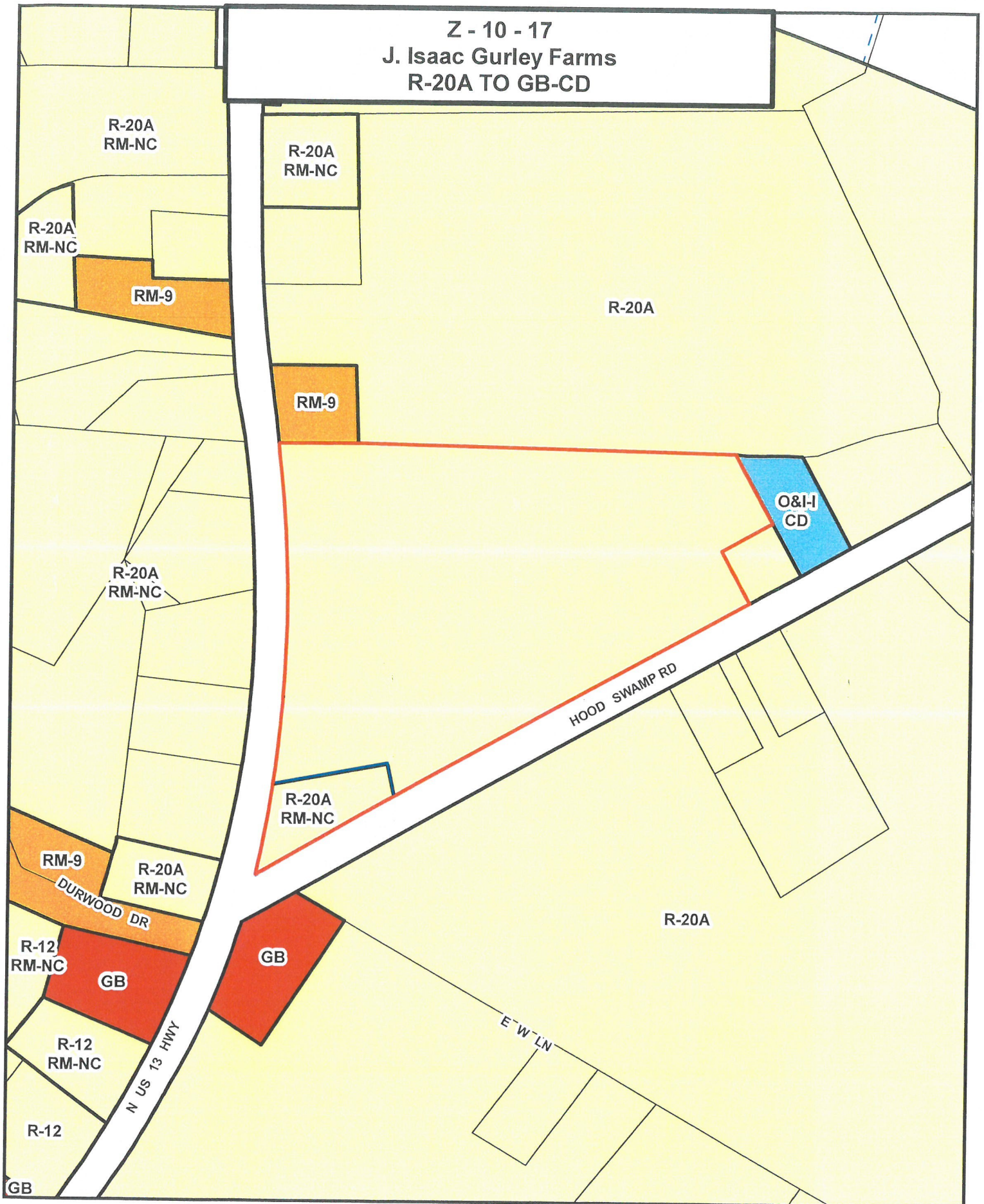


James D. Womble, City Attorney

Z - 10 - 17
J. Isaac Gurley Farms
R-20A TO GB-CD



Z - 10 - 17
J. Isaac Gurley Farms
R-20A TO GB-CD



Z - 10 - 17
J. Isaac Gurley Farms
R-20A TO GB-CD



CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Economic Development, Historic Preservation and Urban
Redevelopment Project Participation

BACKGROUND: A company is interested in investing in downtown. The scope of the project consists of six historic buildings that are currently vacant and in need of significant rehabilitation to make them productive once again. The project will effectively utilize every floor of each of the buildings and develop multiple mixed-use properties that will result in at least fifty-five (55) market-rate apartments and re-produce over twelve thousand (12,000) square feet of commercial, ready-to-lease space affecting a total of over sixty-eight thousand (68,000) square feet. The total project investment will be nearly \$11,000,000.

The project scope consists of the following properties: 200 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street.

The company is highly reputable and qualified in the field of historic rehabilitations for reuse and has conducted similar projects in multiple states and North Carolina cities.

Currently, these six properties contribute \$3,784 to the local tax revenues per year, including the County, City and Municipal Service District shares.

DISCUSSION: Due to the current state of these buildings, their historic value to our community, the economic impact a 100% utilization of their built space would create and the projected increase of City and County property tax revenues, the City and County are considering a partnership with the company to secure the private investment.

With this interest, the City and County have negotiated draft agreements that identify incentives to allow this project to move forward and that also specify certain expectations and assurances to protect the public's interest in the project.

A copy of the draft agreements are attached as part of this agenda item. Highlights of the incentives, expectations and assurances are as follows:

Incentives

The City will provide a \$300,000 loan to developer to apply toward the buildings' historic exterior façade improvements in return for the total \$10,700,000 project investment and the expected \$7,900,000 direct building improvement investments. This loan will be performance-based and only provided after certain developer benchmarks are achieved, such as approved buildings plans and permitting, 50% substantial completion of rehabilitations and issuance of a certificate of occupancy.

This will be a forgivable loan after a ten year period once the required performances specified in the agreement are met.

The City and County will provide an ad valorem, property tax-based performance grant to the developer for a period of ten years at varying levels over the period. Even with the grant and throughout the grant period, the revenues to the local municipalities will be greater than what the properties' currently generate. The anticipated total amount to be awarded to the developer over the ten year period will not exceed \$310,314. It is estimated that the City and County will receive \$73,938 and \$75,498, respectively, over the period in tax revenues. The City Municipal Service District will not be subject to grant participation and will realize \$8,225 in estimate annual tax revenues or \$82,250 over the ten year period. After the ten year grant period has expired, the return to the local municipalities' is expected to be no less than \$54,200 annually in property tax revenues.

In summary, the City and County will receive an estimated \$200,000 over what properties currently pay in property tax over the ten year period.

Expectations & Assurances

The agreements will assure the following:

Company shall spend no less than \$7,900,000 on real property improvements subject to ad valorem property tax of the six buildings.

Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) market-rate apartment units and the creation of at least 12,000 square feet of commercial space affecting at least 68,000 square feet of historic built space.

The improved buildings shall be completed in accordance with the Department of Interior's Standards for Historic Preservation.

Company shall comply with local land use, planning and development regulations.

In return for the public investment, the City will have a lien on the properties in the form of a promissory note and deed of trust. Release and termination from the promissory note and deed of trust will occur 10 years after final loan/grant payment is made and the assurances and expectations have been met as stipulated in the agreements.

Company will provide historic property easements to the City to assure the investment and the Company's historic treatment to the properties.

In addition, the City is negotiating rights to a portion of the roof at 139 W. Walnut Street to allow a wireless antenna access in return for the public's investment.

Recapture: If Company is at any time not current on taxes, fees, assessments or other amounts owed to City or County, the City and County will not be required to continue grant payments.

The timeline for the rehabilitation work to be completed is subject to the execution of this agreement but will be limited to a 24 month period, anticipated to be completed by April 2020 at this time.

If Company ceases to operate facilities at any time within the ten year period, a recapture of the grants is owed back to City and County based on the time this occurs within the ten year period.

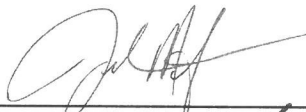
The economic impacts of historic preservation and reinvestment of these buildings will be broad, significant and in accordance with the adopted vision of the 2007 Downtown Master Plan. Beyond the tax revenues, it is expected that the creation of 55+ market-rate apartments will contribute approximately \$612,000 annually to downtown business sales revenues based on North Carolina economic indicators. The creation of over 12,000 square feet of available rehabilitated commercial space will attract additional small businesses and create or retain jobs. The complete rehabilitation of six historic properties that have lacked reinvestment for decades and require significant construction to secure their future as part of our historic built stock is unquantifiable.

Outstanding items, such as the continuation of the federal historic preservation tax credit program, the ability of the company to secure a financial lender and other outstanding steps may impact the ability to move this project forward notwithstanding the subject agreements and local incentives.

RECOMMENDATION: By motion, accept and authorize the Mayor to sign the agreements subject to City Attorney review, approval and based on the intent, expectations and assurances as stated herein and intended.

Date: _____

Date: 11-15-17



Downtown Development Department Director



City Manager

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

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

AGREEMENT

This Agreement ("Agreement") is entered into effective as of _____, 2017 (the "Agreement Date") by and between Company, a North Carolina limited liability company (the "Company"), the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City") and the County of Wayne, North Carolina, a body politic and political subdivision of the State of North Carolina (the "County").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, these properties have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City and County deem the financing provided to the Project, which will result in historic rehabilitation, reinvestment and reuse as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, the County and their citizens; and

WHEREAS, the City and County deem this Project to be: an economic development project that will spur job creation and result in an increase in property value where both government bodies will recoup its invested funds from revenue generated by improvements to the property and be a benefit to the public, and; address urban renewal of a blighted area as recognized by the State through its prior UPZ classification, and; aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

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

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

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

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

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

TERMS AND CONDITIONS

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

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) by May 31, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties:

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

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN

2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

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

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

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

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

These properties are the scope of the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2018, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

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

B. BUILD, OPEN AND OPERATE PROJECT. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

C. LANDMARK STATUS. As long as the properties meet the applicable requirements for local historic landmark status and the property is designated a local historic landmark by the historic preservation commission in accordance with North

Carolina law, the City and County will confer the maximum property tax benefit of such status, not to exceed a 50% property tax deferment, to the Company for such properties as are designated a local historic landmark. Local historic landmark status shall be designated on an individual property basis and shall not be conferred on the project as a whole. The property tax benefit shall only be applicable to such properties making up the project which meet the applicable requirements for said local historic landmark status.

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

A. The Grant funding will begin with the first year that Company pays ad valorem property taxes associated with the Project and the Company presents copies of the Wayne County Tax Assessor's listing of tax value for the Project properties to the persons whom notice must be given in section IX along with a request that the incentive payments begin. Company shall update this information at least annually on the anniversary date of the first notification that the investment has been made for the term of this Agreement. Company will promptly provide to the Contacts such information evidencing compliance with this requirement as the City or County may request. The measuring date for purposes of calculating the investment shall be the "Base Year" of 2017.

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

2. The Grant payments shall be calculated based on the assessed valuation of the property improvements for the Project for the applicable tax year as paid.

COUNTY	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Year Tax	0.006635	0.006635	0.006635	0.006635	0.006635	0.006635
Multiplied By:	X 90%	X 75%	X 60%	X 45%	X 30%	X 15%

CITY	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Year Tax	0.0065	0.0065	0.0065	0.0065	0.0065	0.0065
Multiplied By:	X 90%	X 75%	X 60%	X 45%	X 30%	X 15%

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

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

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

3. Both parties agree that calculation of the incentives is based on the valuation of the Company's Project by the Wayne County Tax Assessor. If the value of the Project properties (or any part of them) is disputed by the Company, its agents, employees or lawyers, then this Agreement is tolled provided that the Company notifies the City and County in writing that it has made such appeal, until the value is determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City and County the dispute of valuation is resolved.

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

5. No later than March 31 after the first year of property taxation on the Project investment AND a written request from the Company, the City and County shall pay the first annual Grant payment to the Company, provided that the data requested under this Section II is verified by City and County staff. City staff may request and are entitled to receive any documents Company gave or showed to the County to allow the County to ascertain the values of the Company's real property for tax purposes. The real property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company; provided, that the Company does not waive any rights it may have to challenge any assessment under the City's or County's standard procedures and processes. The City and County shall not make any Grant payments based on the values of disputed investments. The City and County shall make the Grant payments in subsequent years provided that Company has met all of the requirements for each successive year as set forth herein and submits documents as required in Section IX.C. accompanied by a request for payment.

6. In no event will the Grant payment for any year exceed 90% of the City or County property taxes paid by the Company with respect to the Project for the corresponding year. In no case shall the City or County make any Grant payment(s) for any year and any subsequent year during which the Company ceases operations ("ceases operations", as used herein and hereafter, includes but is not

limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

III. REDUCTION AND RECAPTURE OF INCENTIVES.

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

B. All Company project real property investment must be made by May 31, 2020. If, for any reason, Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), or any part thereof by May 31, 2020, the City and County will have no further responsibility to pay the grant.

C. The City and County are not required to make any Grants to Company at any time after any public announcement by Company of its plan to cease operations at the Project.

D. The City and County are not required to make any Grants to Company at any time after Company or any of its affiliates owning the Project file bankruptcy, any obligation of the City and County to participate in any further grants shall be terminated.

E. The provisions of this Section III survive the termination of this Agreement.

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

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City and County have not designed the Project, that the City and County have not supplied any plans or specifications with respect thereto and that the City and County: (a) are not a manufacturer of, or

dealer in, any of the component parts of the Project or similar facilities, (b) have not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) have not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

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

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

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate after the City and County have made the last of the Grant payments required by this Agreement. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

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

VIII. REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

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

F. The City shall make every effort to include the amounts of the Grant payments in the annual budget ordinance.

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

The County represents as of the date of this Agreement as follows:

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

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

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

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

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

F. The County shall make every effort to include the amounts of the Grant payments which are provided herein in its annual budget ordinance.

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

IX. MISCELLANEOUS

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

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

C. NOTICES.

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

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

If to Company:

With Copy to:

And a Copy to:

If to the City:

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

With copy to:

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

Requests for Disbursements to:

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

With a copy to:

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

If to the County:

County Manager
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

With a copy to:

County Attorney
County of Wayne
224 East Walnut Street
PO Box 227
Goldsboro, NC 27530

Requests for Grants to:

Tax Administrator
Attn: Incentive Grants Payment Request
224 E Walnut Street
Goldsboro, NC 27530

Finance Director
Attn: Incentive Grants Payment Request
224 E Walnut Street
Goldsboro, NC 27530

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Follow on the Following Pages]

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

COMPANY:

By: _____

Date: _____

CITY:

CITY OF GOLDSBORO

By: _____
Melissa Corser, City Clerk

By: _____
Chuck Allen, Mayor

Date: _____

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

By: _____
Kaye Scott, Finance Director
City of Goldsboro, North Carolina

Date: _____

COUNTY:

COUNTY OF WAYNE

By: _____

Name: _____

Title: _____

By: _____

Bill Pate, Chairman County Commissioners

Date: _____

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

By: _____

Allison Speight, Finance Director
County of Wayne, North Carolina

Date: _____

Exhibit A

COVENANTS

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

WHEREAS, the City of Goldsboro (hereafter the City) and Company, a North Carolina limited liability company (hereafter the Company) both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

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

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

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

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

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

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

2. The Company covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County any incentives funded to the Company pursuant to any agreement between the Company, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these covenants.
9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Company will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.
14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of

this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

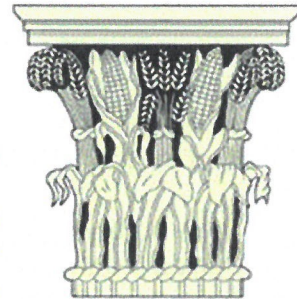
16. In the event of a violation of these covenants and restrictions, the City may enforce the remedies set forth herein and all legal and equitable remedies, including injunctive relief, specific performance, and damages shall be available to the City. No failure on the part of the City to enforce any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

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

North Carolina

State Historic Preservation Office

Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



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

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

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

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

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

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

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC
PRESERVATION & URBAN REDEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
GOLDSBORO AND COMPANY
AGREEMENT

This Agreement ("Agreement") is entered into effective as of _____, 2017 (the "Agreement Date") by and between Company, a North Carolina limited liability company (the "Company"), and the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the "City").

RECITALS

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

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

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

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

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

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

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located

upon the Project, said easements and restrictions shall be recorded in the Office of the Wayne Country Register of Deeds in form and substance substantially similar to Exhibit A; and

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

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

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

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

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

WHEREAS, these properties have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City deems the making of this loan and the rehabilitation of the Project, which will result in historic rehabilitation, reinvestment and reuse as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, and its citizens; and

WHEREAS, the City deems this Project to be: an economic development project that will spur job creation and result in an increase in property value where the City will recoup its invested funds from revenue generated by improvements to the property and be a benefit to the public, and; address urban renewal of a blighted area as recognized by the State through its prior UPZ classification, and; aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

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

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

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

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

TERMS AND CONDITIONS

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

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) by May 31, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties:

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

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

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

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

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

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

These properties are the scope of the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2018, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

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

B. BUILD, OPEN AND OPERATE PROJECT.

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

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

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

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

II. CITY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City will provide a Three Hundred Thousand Dollar (\$300,000.00) performance based loan to Company (the "Loan") paid out after certain project performance measures are met and provided that the provisions of this Agreement are met, the loan will be forgiven. Prior to funding of the loan, the Company shall grant the City a subordinate lien on the properties, until specified in Section II, Paragraph B, Subparagraph 3. The City's lien shall be in the form of a Promissory Note and Deed of Trust in form acceptable to both the City and the Company, which Deed of Trust shall be subordinate to all other purchase money and construction Deeds of Trust encumbering the Project resulting from the rehabilitation of the Project. The City agrees to execute all additional documentation required by the Company's investors and lenders to evidence the subordinate nature of the City's lien on the Project as to those Deeds of Trust incurred in the rehabilitation of the Project.

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

B. The Loan shall be distributed in three installments of One Hundred Thousand and No/100 Dollars (\$100,000.00) each during the course of construction. Each disbursement shall be issued only after the Company provides a written request for the specific installment, along with the enumerated approval, permit or certificate documentation to the Project Coordinator at the address listed in Section IX. The disbursement of the Loan will be paid out as described below. In consideration for receiving the Loan, Company will grant the City a lien on the properties in the form of a promissory note and deed of trust, in form satisfactory to the Company and City. Satisfaction of the promissory note and release and termination of the deed of trust will occur 10 years after No. 3 below occurs and in accordance to Section III, Paragraph E of this Agreement.

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

2. The second disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made upon acknowledgment by the Company and the City Inspections Department that the rehabilitation of 135 W. Walnut Street and 139 W. Walnut Street have reached 50% of the total project construction and that the Company has submitted construction plans and received building permits for

the remaining four properties, located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street.

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

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

III. REDUCTION AND RECAPTURE OF INCENTIVES.

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

B. TIMELINE FOR INVESTMENT.

1. All investment must be made by May 31, 2020. All written disbursement requests must be submitted not later than May 15, 2020.

2. If for any reason Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000), or any part thereof by May 31, 2020, the City will have no further responsibility to make loan disbursements after May 31, 2020.

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

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

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

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

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

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

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

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any

particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

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

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate ten (10) years after the date of the last Certificate of Occupancy issued by the City for the properties within this Project scope. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

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

VIII. REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

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

F. The City shall make every effort to include the amounts of the Loan payments in the annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT

SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. MISCELLANEOUS

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

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

C. NOTICES.

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

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

If to Company:

With Copy to:

And a Copy to:

If to the City:

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

With copy to:

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

Requests for Disbursements to:
Downtown Development Office

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such

provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

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

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

[Signature Follow on the Following Pages]

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

COMPANY:

By: _____
Managing Member

Date: _____

CITY:

CITY OF GOLDSBORO

By: _____
Melissa Corser, City Clerk

By: _____
Chuck Allen, Mayor

Date: _____

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

By: _____
Kaye Scott, Finance Director
City of Goldsboro, North Carolina

Date: _____

Exhibit A

COVENANTS

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

WHEREAS, the City of Goldsboro (hereafter the City) and Company, a North Carolina limited liability company (hereafter the Company) both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

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

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

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

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

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

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

2. The Company covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County any incentives funded to the Company pursuant to any agreement between the Company, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these covenants.
9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Company will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.
14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of

this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

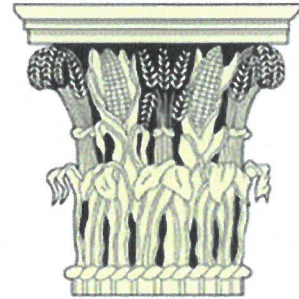
16. In the event of a violation of these covenants and restrictions, the City may enforce the remedies set forth herein and all legal and equitable remedies, including injunctive relief, specific performance, and damages shall be available to the City. No failure on the part of the City to enforce any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

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

North Carolina

State Historic Preservation Office

Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



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

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

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

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

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

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Informal Bid Request #2017-017 – Wayne Memorial Greenway Construction and Mina Weil Paving

BACKGROUND: On October 17, 2017 in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the construction of the Wayne Memorial Greenway and paving and striping of the parking lot at Mina Weil Park.

The City received three (3) bids for this project. A bid tabulation sheet is attached for Council's information.

DISCUSSION: Staff has recommended the 8' wide paved trail for the greenway construction and paving/striping of 29 parking spaces at Mina Weil Park. Barnhill Contracting Company was the low bid at \$93,530 for the greenway construction and \$11,550.30 for Mina Weil Park paving/striping.

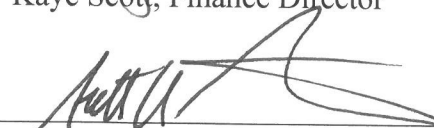
The bids were reviewed by the Parks and Recreation staff, checked for accuracy, and found to be in order. Funding is available through the PARTF and Recreation Trails Program Grants.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to enter into a contract with Barnhill Contracting Company in the amount of \$105,080.30.

Date: 11-13-17


Kaye Scott, Finance Director

Date: 11-15-17


Scott Stevens, City Manager

BID TABULATION
FB 2017-017 INFORMAL BID

PROJECT OWNER:

CITY OF GOLDSBORO

PROJECT DESCRIPTION:

Wayne Memorial Greenway Construction/Mina Weil Paving

BID OPENING DATE/TIME:

October 17, 2017 @ 2 p.m.

<u>CONTRACTOR</u>	<u>LICENSE NUMBER</u>	<u>Bid Bond</u>	<u>E-Verify</u>	<u>MBE</u>	<u>WM Greenway Option A</u>	<u>WM Greenway Option B</u>	<u>Mina Weil Paving/ Striping</u>
Barnhill Contracting Company PO Box 399 Kinston, NC 28502 Phone: 252-527-8021	3194	✓	✓	✓	\$ 105,047.50	\$ 93,530.00	\$ 11,550.30
Hine Sitework, Inc. PO Box 1275 Goldsboro, NC 27533 Phone: 919-736-8990	52225	✓	✓	✓	\$ 251,300.00	\$ 220,700.00	\$ 35,900.00
S.T. Wooten Corporation PO Box 2408 Wilson, NC 27894 Phone: 252-291-5165	2835	✓	✓	✓	\$ 259,560.00	\$ 256,560.00	\$ 70,450.00

Proposed Greenway Paving

W NEW HOPE RD



OXFORD DR

WAYNE MEMORIAL DR

MCLAMB PL

COX BLVD

CLARK PL

Wayne UNC Health Care

MEDICAL OFFICE

RESOLUTION NO. 2017- 80

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A
CONTRACT WITH BARNHILL CONTRACTING COMPANY

WHEREAS, the City of Goldsboro wishes to enter into a contract with Barnhill Contracting Company for the construction of the Wayne Memorial Greenway and paving/stripping of the parking lot at Mina Weil Park; and

WHEREAS, Barnhill Contracting Company was the low bidder for this project for a total cost of \$105,080.30.

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

1. The Mayor and City Clerk are hereby authorized to sign a contract with Barnhill Contracting Company.
2. This Resolution shall be in full force and effect from and after this the 20th day of November 2017.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: FY 2017-18 Budget Amendment – 135TH USCT Living History Donation

BACKGROUND: At the October 2, 2017 Council Meeting, historical preservationists presented information on the 135th U.S. Colored Troop (USCT) based in North Carolina. In an effort to build interest in North Carolina about the true role of the black soldiers who fought in the Civil War, a research commission was organized in Goldsboro.

DISCUSSION: After many years of research and strong support from the local and state community, there are plans for a Civil War living history weekend on April 6-8, 2018 in Goldsboro. The Lost Troop weekend will include exhibits, symposiums with guest speakers, period music and encampment which will be free and open to the public.

The research commission requested a donation of \$5,000 to assist with expenses with this historic weekend in Goldsboro.

RECOMMENDATION: It is recommended that the attached budget ordinance be adopted which will be decreasing the Unassigned Fund Balance of the General Fund by \$5,000.

DATE: 11-13-17


Kaye Scott, Finance Director

DATE: 11-15-17


Scott Stevens, City Manager

ORDINANCE NO. 2017- 55

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2017-2018 FISCAL YEAR

WHEREAS, the City Council is interested in donating to the 135th USCT Living History Weekend in Goldsboro; and

WHEREAS, this donation would assist with expenses associated with the April 6-8, 2018 Living History Weekend; and

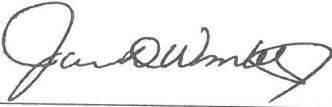
WHEREAS, the amount of the donation is \$5,000; and

WHEREAS, since the funds were not appropriated in the budget for FY 2017-2018, the City of Goldsboro needs to appropriate \$5,000 in the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2017-2018 be amended by:

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$5,000.
2. Establishing the line item entitled "USCT Donation" (11-7310-3706) in the Special Expense Division in the amount of \$5,000.
3. This Ordinance shall be in full force and effect from and after the 20th day of November 2017.

Approved as to form only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Resolution for the Construction of the Concession/Restroom Facility - Multi-Sports Complex

BACKGROUND: The City of Goldsboro and the U.S. Air Force signed a lease for the construction of a 62-acre multi-sports complex. At the October 2, 2017 meeting, Council approved the design agreement for the concession/restroom facility with Daniels and Daniels.

DISCUSSION: Daniels and Daniels has submitted a design-build agreement that includes the construction of a 4,800-foot restroom and concession building. The proposed cost for the design-build construction is \$671,350.

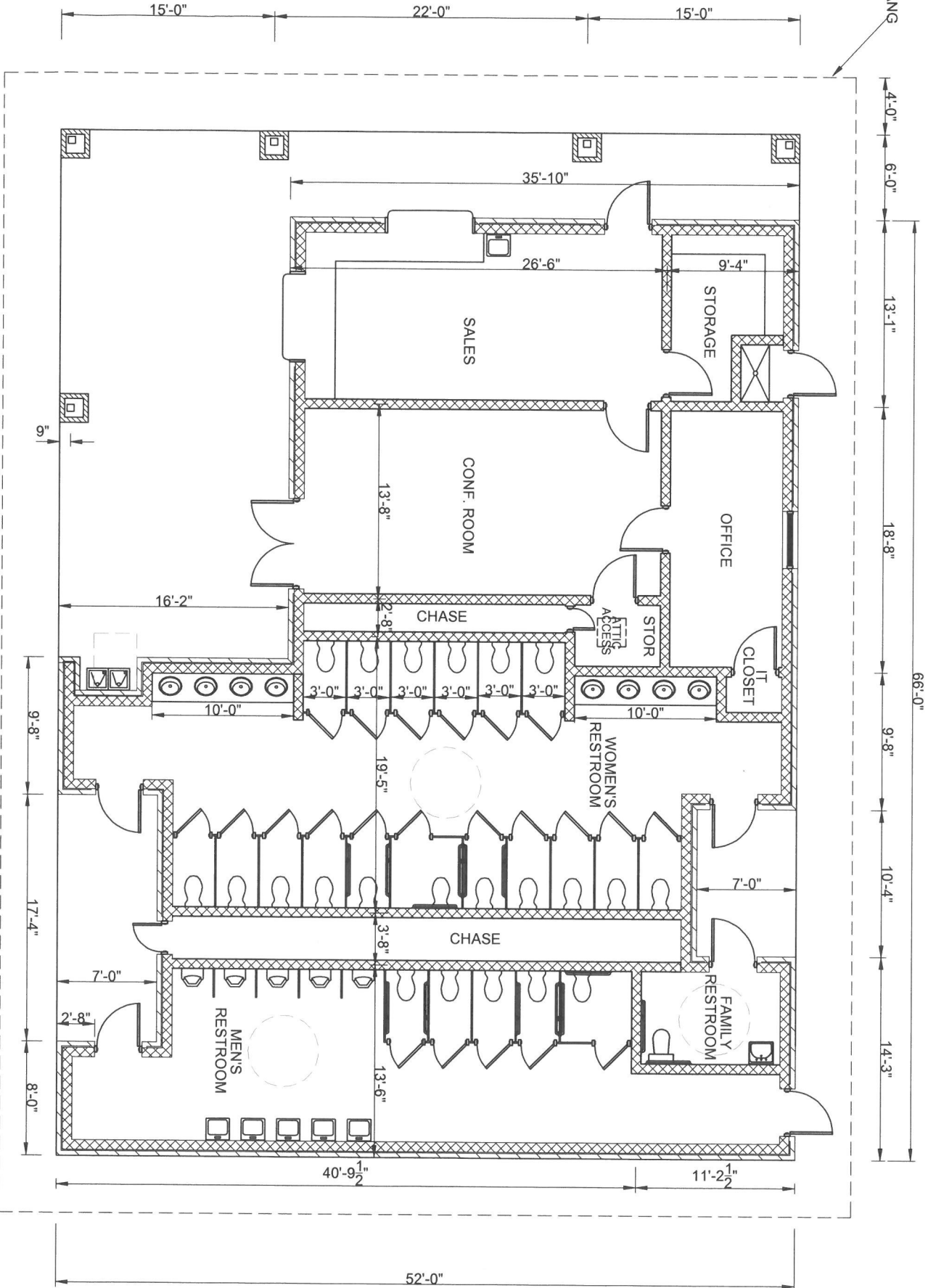
Recreation Bonds have sufficient funding available for this project.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to enter into a design-build contract with Daniels and Daniels for the construction of the restroom and concession facility at the Multi-Sports Complex in the amount of \$671,350.

Date: 11-15-17 Kaye Scott
Kaye Scott, Finance Director

Date: 11-17-17 Scott Stevens
Scott Stevens, City Manager

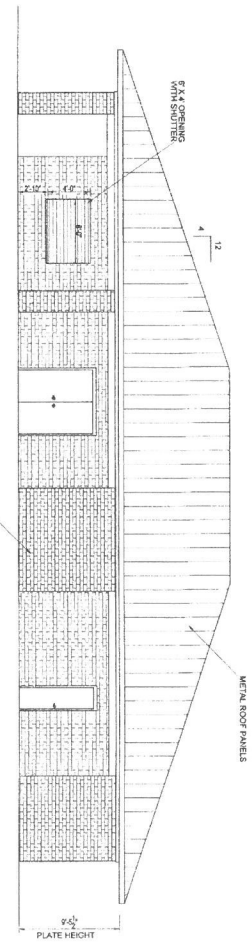
48" OVERHANG



1
G-1

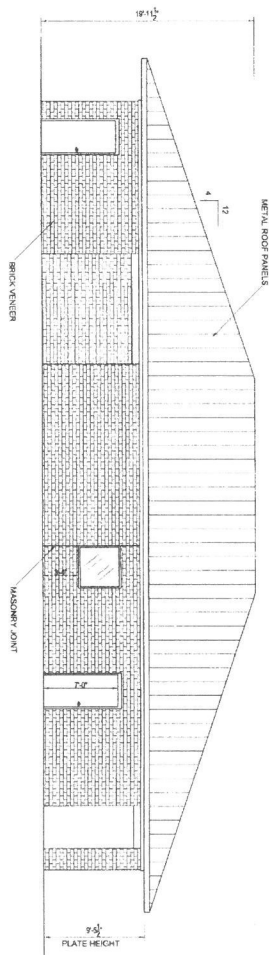
FLOOR PLAN

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

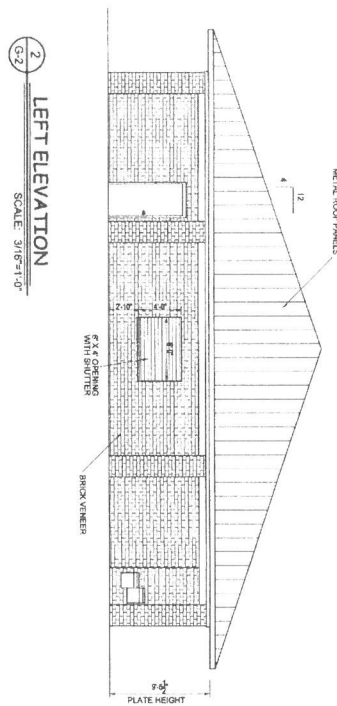


1
G-2
FRONT ELEVATION
SCALE: 3/16"=1'-0"

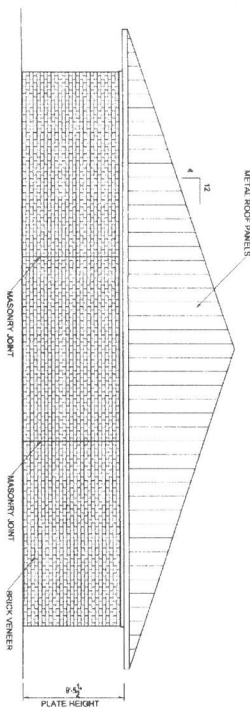
NOTE: MASONRY JOINTS SHALL BE FINISHED AT A MAX OF 25 ON CENTER



3
G-2
REAR ELEVATION
SCALE: 3/16"=1'-0"



2
G-2
LEFT ELEVATION
SCALE: 3/16"=1'-0"



4
G-2
RIGHT ELEVATION
SCALE: 3/16"=1'-0"

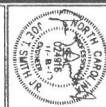
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**SJAFCB Multi-sports
Concession Building**

Goldsboro, NC

REVISIONS

REV. DATE DESCRIPTION



**SMITH ENGINEERING
AND DESIGN, P.A.**
1103 Gracie Place, Suite A
Goldsboro, N.C. 27534
Corporation License No. C-2241
Phone: 919.736.2141 Fax: 919.736.2142

G-2

RESOLUTION NO. 2017- 81

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A
CONTRACT WITH DANIELS AND DANIELS

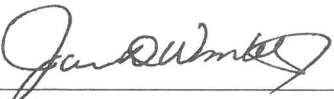
WHEREAS, the City of Goldsboro wishes to enter into a contract with Daniels and Daniels for the design-build of the restroom and concession building; and

WHEREAS, Daniels and Daniels proposed construction cost for this project is \$671,350.

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

1. The Mayor and City Clerk are hereby authorized to sign a contract with Daniels and Daniels.
2. This Resolution shall be in full force and effect from and after this the 20th day of November 2017.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
November 20, 2017

SUBJECT: Approve Compost Bulk Pricing

BACKGROUND: Since January 2017, the City of Goldsboro has charged its bulk buyers \$8.00 per cubic yard for both compost and mulch. A thirty-pound bag of compost is sold at \$2.00 per bag for a typical order of one hundred bags. A bulk buyer of compost must purchase a minimum of 20 cubic yards during a calendar year.

DISCUSSION: Compost sales have increased steadily over the last two years. It is time to consider increasing the price of compost to help offset the costs of the operation of the Compost Facility. As of January 1, 2018, it is recommended the pricing for compost will be \$9.00 per cubic yard (an increase of \$1.00/cu.yd.) for quantities over 20 cubic yards at the time of advance purchase for the calendar year, \$15.00 per cubic yard for bulk compost less than 20 cubic yards, remain the same at \$2.00 per 30-lb. bag (minimum order of 100 bags), mulch will be decreased to \$6.00 per cubic yard (a decrease of \$2.00/cu.yd.).

RECOMMENDATION: 1. It is recommended that the City Council approve compost pricing as follows: \$9.00/cubic yard for compost purchases over 20 cubic yards at the time of advance purchase, \$15.00/cubic yard for compost, \$2.00 per 30-lb. bag (minimum order of 100 bags) for regular bulk buyers, and \$6.00/cubic yard for mulch.

2. This Resolution will be in full force and effect from and after the 20th day of November 2017.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: 11-21-17

Scott A. Stevens, City Manager

RESOLUTION NO. 2017- 82

RESOLUTION AMENDING COMPOST PRICING

WHEREAS, the City of Goldsboro produces and sells high quality bulk compost to commercial landscapers, nurseries, and similar businesses; and

WHEREAS, it is in the City's best interest to increase compost revenues to offset operational costs; and

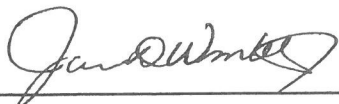
WHEREAS, compost sales have been strong.

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

1. A new price of \$9.00/cubic yard for compost purchases over 20 cubic yards at the time of advance purchase for the calendar year.
2. A new price of \$15.00 per cubic yard of compost be established, effective for new bulk compost buyers as of December 1, 2017 and existing bulk compost buyers as of January 1, 2018.
3. A new price for bulk mulch at \$6.00 per cubic yard.

This Resolution shall be in full force and effect from and after this 20th day of November 2017.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
November 20, 2017 COUNCIL MEETING

SUBJECT: Budget Amendment - 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME)

BACKGROUND: The City of Goldsboro will receive \$300,854 in CDBG funds and \$158,231 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2017-2018.

These grant funds will be used throughout the City of Goldsboro for activities set forth in the FY 2017-2018 Annual Action Plan:

1. Housing Rehabilitation
2. Hazardous Material
(Testing and Monitoring)
3. Homebuyer Assistance
4. Public Facilities & Improvements
5. Public Services
6. CHDO Activity
7. Economic Development
8. Transitional Housing
9. Program Administration

The City was granted a 100% HOME Match Reduction for FY17-18. Therefore, the City is not required to provide local matching funds for the \$158,231 in HOME this allocation. Further, monies have been budgeted from the City's General Fund to cover unfunded administrative costs associated with the CDBG and HOME Programs for fiscal year 2017-2018.

DISCUSSION: Since the Release of Funds for these two grants occurred after the adoption of the 2017-2018 Operating Budget, monies to carry out activities under these two programs are not reflected in the current budget. The City's Budget Ordinance must be amended prior to the expenditure of these funds.

RECOMMENDATION: By motion, adopt the attached Ordinance amending the 2017-2018 Budget Ordinance in order to permit the expenditure of funds for activities included under the City's CDBG and HOME Programs.

Date: 11-15-17



Community Relations Director

Date: 11-15-17



City Manager

SSC

ORDINANCE NO. 2017- 56

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
OF THE CITY OF GOLDSBORO
FOR THE 2017-2018 FISCAL YEAR

WHEREAS, the City of Goldsboro has been designated an "Entitlement City" and will receive \$300,854 in Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development for Fiscal Year 2017-18;

WHEREAS, in addition, the City will receive \$158,231 under the Federal HOME Investment Partnership Program (HOME) funds from the Department of Housing and Urban Development for Fiscal Year 2017-18; and

WHEREAS, funds for the Community Development Block Grant Program and the HOME Investment Partnership Program have already been released to the City of Goldsboro for various activities at scattered sites within the City; and

WHEREAS, these funds represent new monies, they are presently not reflected in the 2017-2018 Operating Budget.

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

1. The 2017-18 Budget Ordinance for the Community Development Block Grant Fund be and is hereby amended by:

- a. Establishing a Revenue Line Item entitled "CDBG-FY 17-18" (22-0003-~~8494~~) in the amount of \$300,854.00; and
- b. Increasing the Revenue Line Item entitled "CDBG Loan Principal Income" (22-0003-~~8650~~) in the amount of \$3,189.00; and
- c. Increasing the Revenue Line Item entitled "CDBG Loan Interest Income" (22-0003-~~8651~~) in the amount of \$250.00; and
- d. Establishing the following Line Items of Expenditure and corresponding amounts:

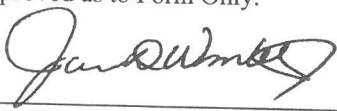
<u>Line Item</u>		<u>Total Allocation</u>
22-3220-1213	Salaries and Wages- Administrative	\$ 50,000
22-3220-1214	Salaries and Wages -Rehabilitation	\$ 5,933
22-3220-1215	Disposition Legal Services (Admin.)	\$ -
22-3220-1217	Disposition Advertising (Admin.)	\$ -
22-3220-1340	Property Acquisition	\$ -
22-3220-1420	Relocation Homeowner- Temporary	\$ -
22-3220-1500	Rehabilitation Homeowner	\$ 11,009
22-3220-1811	Social Security (Admin.)	\$ 3,823
22-3220-1812	Social Security (Rehab.)	\$ 455
22-3220-1823	NCLGERS Retirement (Admin.)	\$ 3,750
22-3220-1824	NCLGERS Retirement (Rehab.)	\$ 450
22-3220-1831	Hospital Insurance (Admin.)	\$ 3,286
22-3220-1832	Hospital Insurance (Rehab.)	\$ 2,640
22-3220-1842	Public Facilities	\$ 150,000
22-3220-1906	Hazardous Material Management	\$ -
22-3220-1907	Economic Development	\$ 2,522
22-3220-1908	After-School Enrichment/Public Services	\$ 45,425
22-3220-1913	Lease/Rent of Office Space (Admin.)	\$ -
22-3220-1991	Consultant Services (Admin.)	\$ -
22-3220-2323	Other Training (Admin.)	\$ -
22-3220-2601	Office Supplies (Admin.)	\$ -
22-3220-2993	Operation Supplies (Admin.)	\$ -
22-3220-3121	Travel (Admin.)	\$ -
22-3220-3210	Telephone	\$ -
22-3220-3250	Postage (Admin.)	\$ -
22-3220-3914	Contract Services (Admin.)	\$ -
22-3220-3993	Building Demolition	\$ -
22-3220-4911	Subscriptions (Admin)	\$ -
22-3220-4912	Fees and Dues (Admin.)	\$ -
22-3220-9561	Office Supplies Inventory (Admin.)	\$ -
22-3220-1912	Transitional Housing	\$ 25,000

- e. Establishing a Revenue Line Item entitled "HOME Program FY 17-18" (22-0003-~~8494~~) in the amount of \$158,231.00; and
- f. Increasing the Revenue Line Item entitled "HOME Loan Principal Income" (22-0003-~~8652~~) in the amount of \$2,757.00; and
- g. Increasing the Revenue Line Item entitled "HOME Loan Interest Income" (22-0003-~~8653~~) in the amount of \$599.00; and
- h. Establishing the following Line Item of Expenditure and corresponding amounts:

22-3221-1213	Salaries and Wages -Administrative	\$	12,673
22-3221-1214	Salaries and Wages -Rehabilitation	\$	6,200
22-3221-1215	Disposition Legal Services (Admin.)	\$	-
22-3221-1217	Disposition Advertising (Admin.)	\$	-
22-3221-1500	Housing Rehabilitation	\$	-
22-3221-1501	Housing Development	\$	-
22-3221-1811	Social Security (Admin.)	\$	970
22-3221-1812	Social Security (Rehab.)	\$	474
22-3221-1823	NCLGERS Retirement (Admin.)	\$	961
22-3221-1824	NCLGERS Retirement (Rehab.)	\$	470
22-3221-1831	Hospital Insurance (Admin.)	\$	1,219
22-3221-1832	Hospital Insurance (Rehab.)	\$	1,715
22-3221-1904	Homebuyer Assistance	\$	60,000
22-3221-1991	Consultant Services (Admin.)	\$	-
22-3221-2323	Other Training (Admin.)	\$	-
22-3221-2601	Office Supplies (Admin.)	\$	-
22-3221-2993	Operation Supplies (Admin.)	\$	-
22-3221-3121	Travel (Admin.)	\$	-
22-3221-3210	Telephone	\$	-
22-3221-3250	Postage (Admin.)	\$	-
22-3221-3914	Contract Services (Admin.)	\$	-
22-3221-4911	Subscriptions (Admin.)	\$	-
22-3221-4912	Fees and Dues (Admin.)	\$	-
22-3221-9561	Office Supplies Inventory (Admin.)	\$	-
22-3221-9961	CHDO Set-Aside	\$	76,905
22-3221-9962	CHDO Operating Expense	\$	-

2. This Ordinance shall be in full force and effect from and after this the 20th day of November, 2017.

Approved as to Form Only:


James Womble, City Attorney

Reviewed by:


Scott A. Stevens, City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Goldsboro Christmas Parade, December 2, 2017 – Street Closing Request

BACKGROUND: The annual Christmas Parade is one of the many local traditions helping to usher the holiday season into the Goldsboro area. The parade is organized, coordinated and sponsored by the Wayne County Chamber of Commerce.

DISCUSSION: The street closing request is as follows:

Parade Route: North on Center Street beginning at Spruce Street to Walnut Street; East on Walnut Street to John Street; North on John Street to Mulberry Street; West on Mulberry Street to Center Street; North on Center Street to Ash Street; West on Ash Street to Center Street (traffic circle); South on Center Street to Spruce Street ending at Spruce Street.

Staging Areas: Spruce Street between George and Center Streets, James Street between Spruce and Elm Street, and Pine Street between George and William Street.

Additional Closures recommended by the Police Department to manage traffic flow will encompass: James Street from Elm to Chestnut, John Street from Chestnut Street to Ash, Mulberry Street from James to William, Walnut Street from James to Ormond Ave, Chestnut Street from James to Ormond Ave, Spruce Street from George to John Street, Pine Street from George to William and Center Street from Elm to Spruce.

Parking Restrictions: No parallel parking on Center Street from Spruce Street to Ash Street.

The time requested for the closing is from 8:00 a.m. to 8:00 p.m. Police have indicated that traffic will be restricted from 8:00 a.m. until 3:30 p.m. and all traffic stopped at 3:30 p.m. The actual parade will begin at 4:00 p.m. and end at approximately 7:00 p.m.

The Police, Fire, Public Works and Downtown Goldsboro offices have been notified of this request.

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

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
3. All activities, changes in plans, etc. will be coordinated with the Police Department.
4. The Police, Fire, Public Works and DGDC offices are to be involved in the logistical aspects of this event.

RECOMMENDATION: It is recommended that the Council approve the street closing of sections of Pine, Spruce, Center, Walnut, John, Mulberry, James, and Chestnut Streets for the Christmas Parade route from 8:00 a.m. to 8:00 p.m. on Saturday, December 2, 2017.

DATE: 11-15-17



Scott A. Stevens, City Manager

CITY OF GOLDSBORO
SPECIAL EVENTS/PARADE/STREET CLOSING
PERMIT APPLICATION

****An application for this permit MUST be submitted at least 30 days prior to your special event.**

I. General Information

Type of Event: (please check all that apply)

☒ Parade ☐ Run/Walk ☐ Festival ☐ Street Closure ☐ Other (explain): _____

Event Name: Goldsboro Christmas Parade

Event Date(s): Sat. Dec. 2, 2017 **Event Website:** waynecountychamber.com

Inclement Weather/Rain Date(s): _____

Description of Event (Please briefly describe the event.)

Annual Goldsboro Christmas Parade

Requested Event Location: downtown Goldsboro

Event Start Time/End Time: 4:00pm - 7:00pm

Set-Up: Date & Time (start/end): Sat. Dec. 2nd 9am setup

Dismantle (Completion): Date & Time (start/end): Sat. Dec. 2nd 7:00pm

Estimated Daily Attendance: 130-140 parade entries

Will this event require street closures? ☒ Yes ☐ No **Closure Times** up to 6PD

If yes, please list the streets that you are requesting to be closed: _____

Spruce St. / James St. / Center St. / Pine St. / Mulberry St. / Walnut St. / John St.

II. Applicant and Sponsoring Organization Information

Sponsoring Organization Name: Wayne County Chamber of Commerce

Are you a non-profit? ☐ Yes ☒ No If yes, are you: ☐ 501c (3) ☐ 501c (6) ☐ Place of worship

Applicant Name: Lara Landers **Title:** Director of Marketing + Events

Address: 308 North William Street

City: Goldsboro **State:** NC **Zip:** 27530 **Phone:** 919-734-2241

Cell Phone: 919-920-5949 **Email:** lara.l@waynecountychamber.com

Day of Event Contact:

Name: Lara Landers **Phone:** 919-920-5949

III. Event Map

For Run/Walk/Parades - FORMATION AREA LOCATION: _____

For Run/Walk/Parades - STARTING POINT: _____

For Run/Walk/Parades - ENDING POINT: _____

***Please provide a detailed map of your event, including race/walk/parade route(s), stage(s), inflatables, booths, tents, parking, etc. (Please attach additional pages as needed)**

See attached

IV. RESTROOMS & SITE CLEANUP (Bathroom facilities are required for events lasting longer than two hours and must be ADA compliant.)

One Port-A-Jon is recommended per 100 people, and is based on event duration instead of number of participants.

How do you plan to handle restroom services? ☒ Portable Toilets ☐ Other

If portable toilets will be provided, please list the name/contact of the company:

Parks Portable Toilets 919-735-9402

If no portable toilets will be provided, how will these requirements be handled?

How do you plan to remove garbage and/or recycling? (City receptacles must be requested separately no less than 30 days prior to the event. Contact the Public Works Department at 919-750-7450.)

V. Event Details: Please answer the following questions regarding your event.

- Yes ☒ No Does the event involve the sale of food?
- Yes ☒ No Does the event involve the sale of alcohol?
- If "YES" has the health department been notified?
- For events with food, a letter from the health department must be submitted 30 days prior to the event.
 - Health Department: (919) 731-1000
 - The ABC Permit, issued by the NC ABC Commission, must be submitted to the Downtown Goldsboro office prior to the event. The event permit will not be issued until the ABC Permit is submitted.
 - NC ABC Commission: (919) 779-0700
- Yes ☒ No Will there be **musical entertainment** at your event?
- If "YES", please provide the following information:
- Amplification? ☐ Yes ☒ No
- Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.**
- Yes ☒ No Will there be any **tents or canopies** in the proposed event site? If "YES", please provide the following information:
- Approximate Number of tents: _____
 - Approximate Sizes: _____
 - Will any tent exceed 400 sq. feet in area? ☐ Yes ☐ No
- Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent.**
- City of Goldsboro Inspections Department (919) 580-4385
- Yes ☒ No Will you require **electrical hook-ups** for this event? (Please note that electrical availability is limited.)
- Yes ☒ No Will **admission fees** be charged to attend this event?
- If "YES", provide the cost(s) of all tickets: _____
- Yes ☒ No Will **fees be charged to vendors** to participate in this event?
- If "YES", please provide the schedule of fees: _____
- Yes ☒ No If your event requires the closing of a street(s), have all property/business owners within 100 feet of the event space been notified via hand-delivered flyer or letter by applicant, stating time, place and description of event? **Please complete page 7 and submit with the application.**
- *The temporary closing of a NC Department of Transportation street would be at the discretion of the NC Dept. of Transportation.*
- Yes ☒ No Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at <http://www.goldsboronc.gov/special-events/>.

VI. Miscellaneous:

Parking:

- How will overall patron parking be accommodated for this event? _____

Note: You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

Special Information and Conditions of receiving a Special Event/Parade Permit:

Insurance:

*General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event. This Proof of insurance or applicable rider **MUST** be attached before submitting. Contact your insurance provider for assistance.*

Event Cancellation:

At this time, we do not anticipate canceling any events already permitted, however with ongoing national security concerns and the possible unavailability of city and police resources, this could occur. If this action is necessary, applicants will be given notice in a timely manner. New requests may be denied or adjusted for the same reason.

Public Safety:

The City of Goldsboro reserves the right to require security and medical personnel for your event.

Police: The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The Applicant may be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the City of Goldsboro for the costs of providing on-duty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4253.

Prohibited Items:

No open carry firearms or illegal drugs are allowed.

Policy of Non-Discrimination:

City facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, affection preference or marital status. The City of Goldsboro does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.

Additional Rules Pertaining to Events:

1. Vehicles will only be in designated parking areas.
2. All animals must be leashed as outlined in COG Code of Ordinances 91.15;91.18.
3. Applicant will respect neighboring property/business owners with respect to noise.
4. Applicant understands that it will not be the responsibility of the Police Department to relocate vehicles parked along any portions of the streets to be closed prior to the event.
5. Applicant is required to ensure the areas used are clean and free of debris. Please note that there will be a fee charged if the area is not clean. A clean-up fee will be charged at the discretion of the City Manager's Office.

Alcoholic Beverages:

(If consumption of alcohol is planned on property for event, the following additional requirements MUST be met.)

1. All necessary ABC permits must be issued by the State and copies are provided with this application.
2. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises.
3. Areas where alcohol will be consumed, served or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
4. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at www.abc.nc.gov/permits.
5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.

**** Submitting this Special Event/Parade Permit Application does not provide permission to conduct your planned event. Please do not send out publicity, flyers, or other media prior to receiving confirmation of approval. Your confirmation will be in the form of a Permit, issued to the organization and/or person responsible for conducting the event.**

****For street closing applications: applicant will be notified by the City Manager's Office when the Permit has been approved by the Goldsboro City Council.**

Agreement

I have read and understand this application and the requirements placed upon this applicant and organization. I agree to abide by the City of Goldsboro rules, regulations and ordinances should my permit application be approved. And I will fulfill the requirements placed upon this permit application.

Authorized Signature: Kara Sanders Date: 9/7/17

Organization: Wayne County Chamber of Commerce

Please return this application and all supporting documentation by email, mail or in person to:

Downtown Goldsboro Development Office

Attn: Erin Fonseca

219 N. John Street

Goldsboro, NC 27530

eacree@goldsboronc.gov

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Erin Fonseca at eacree@goldsboronc.gov.

For Inner Office Use Only:


Downtown Goldsboro Representative


Goldsboro Police Department Representative



Special Event Release of Liability Waiver

The undersigned person is applying for Use of City-Owned Property for Special Event on behalf of Wayne County Chamber of Commerce from the City of Goldsboro and hereby agrees to indemnify and hold the City of Goldsboro, its officers, agents and employees harmless from all claims, liabilities, demands, expenses, of any nature or kind, expresses or implied, whether sounding in tort or in contract that may be asserted against the City, its officials, agents and employees by any person, firm, or corporation, that may arise out of any acts or omissions, active or passive, related to operating an event on the city's property.

This the ____ day of _____, 20____.

 (SEAL)
(Applicant & Authorized Representative of Event)

This form must be completed, signed and returned with the completed application.



CHAMB-1

OP ID: LR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crawford-Henderson, Inc. 202 N. Spence Avenue P.O. Box 10885 Goldsboro, NC 27532-0885 John L. Henderson		919-778-9400		CONTACT NAME: John L. Henderson	PHONE (A/C, No, Ext): 919-778-9400	FAX (A/C, No): 919-751-2142
				E-MAIL ADDRESS:		
				INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A: The Cincinnati Insurance Co.		10677
				INSURER B:		
				INSURER C:		
				INSURER D:		
				INSURER E:		
				INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

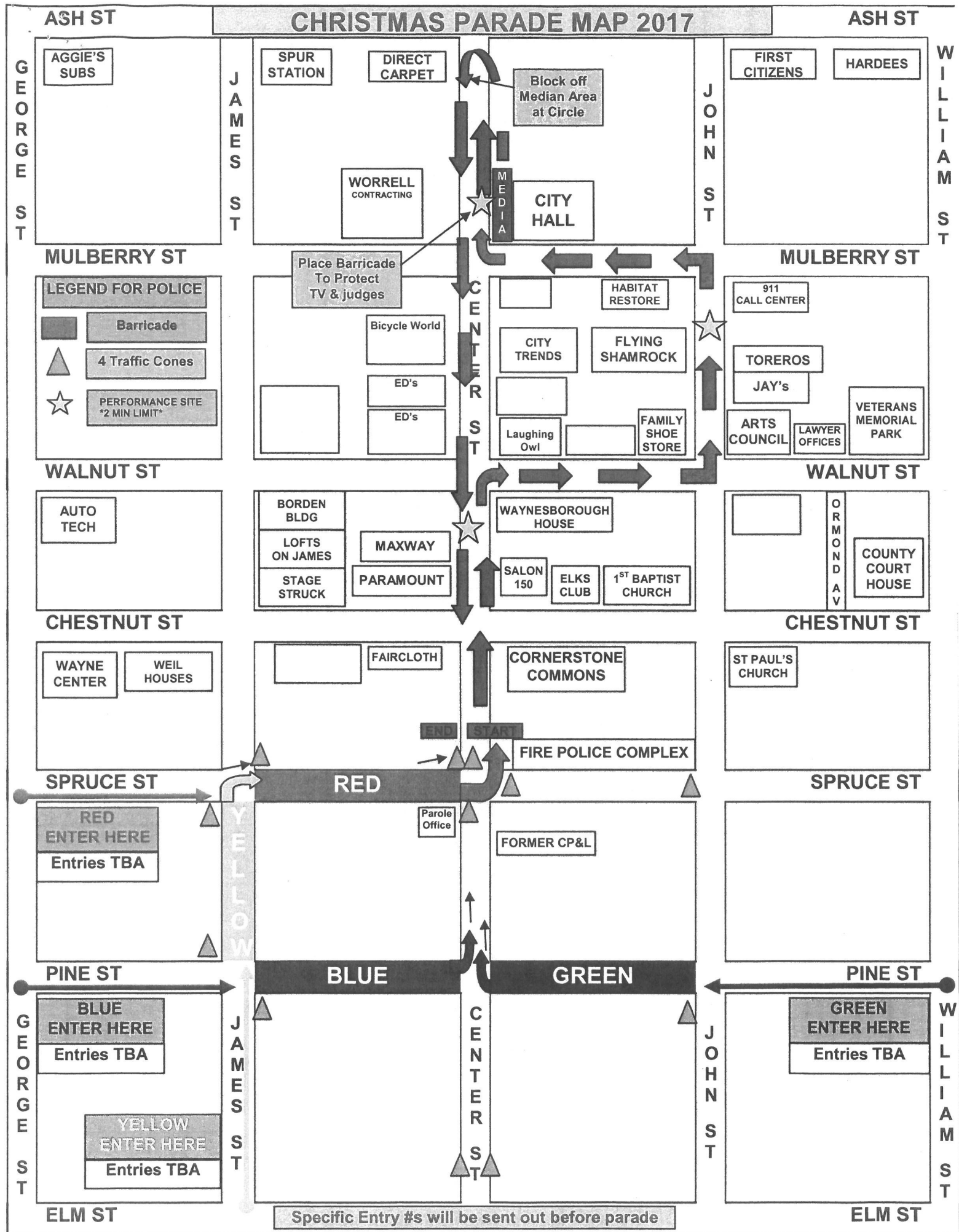
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			EPP0092820	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EPP0092820	10/04/2017	10/04/2018	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Christmas Parade 12/1/2017

CERTIFICATE HOLDER

CITYO-1 City of Goldsboro P O Drawer A Goldsboro, NC 27533	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John L. Henderson



From: Elizabeth Rutland
Cc: Erin Fonseca; Robin Wheeler; Dwayne Dean; Laura Getz
Bcc: "Adrian M. Lapas, P.A. Attorney at Law"; "Aerus Electrolux"; Amanda Grantham; Amber Long (hairchic01@gmail.com); Anne Marie Wright (annemarie@awrightcpa.com); April Melrose (info@peach-boutique.com); Azlea Hubbard (az@savednews.com); b_phil@bellsouth.net; "Baddour, Parker & Hine"; bakeitrite55@gmail.com; Basket Treats; "BB&T"; "Benton Family Law Firm"; bethajones@bellsouth.net; Bill Edgerton (bedgerton4@nc.rr.com); bishopaws1@gmail.com; Blair Eason (easonblair@yahoo.com); Bob Logan; bobby harvey; Brooke Jones (bjones@rosewoodinsurance.com); "Career Properties"; Carson Clark (Clarkcw1@gmail.com); cavernnightclub@aol.com; "Charles Gurley, Attorney at Law"; Charles Taylor (darwintees@yahoo.com); Chelsea Mercer (onethirtyred@gmail.com); Chris Yones (theflyingshamrock@outlook.com); "Coaches"; "D. Lynn Whitted, Attorney"; "Darwin's"; "Dees, Smith, Powell, Jarrett, Dees & Jones"; Denise Simendinger (denisesimendinger@gmail.com); Don Benton (donkbenton@gmail.com); Dustin Pike; dweil@weil.com; "Elite Fashions"; Elva Graham (greenthumbfloristnc@gmail.com); Emily Figueras (emily@artsinwayne.org); "FBC Daycare"; "Fordham Realty"; Geoff Hulse (hulse@hbhklaw.com); "Gold City Pawn"; "Goldsboro Tire Service Pros"; Habitat for Humanity of Goldsboro-Wayne (executive@habitatgoldsboro.org); "Heritage Dance Foundation/Top Hat"; Hilda Robinson (dancingbutterflydanceattire@gmail.com); Hilda Robinson (hildait@aol.com); "Investors Title Insurance"; James Britt (jamesbritt3@gmail.com); "James Scott Farrin, Attorney"; Jared Grantham (jaredmgrantham@gmail.com); Jay Shin (superjay@gmail.com); "Jerry Braswell, Attorney at Law"; Jessie Dawson (mgcoffeehouse@gmail.com); "John Michael Agner, Attorney at Law"; John Oliver Evans; johnoliver@funkyfreshfoodtruck.com; Jovanne Marie (jovanemarie@gmail.com); Kalilah Mischeaux (villagerising8@gmail.com); Kathleen Harrington (kharrington109@yahoo.com); Kathy Cornelison (kathy.cornelison@gmail.com); Kimber Roche (rochekimber@gmail.com); Kinetic Minds (kineticmindsnc@gmail.com); "Kinsey Realty LLC"; Koji Kimura (Kimuko11@hotmail.com); Larry Howard (REFLECTIONSANTIQ@aol.com); LaTanya Johnson (latanyajohnson@gmail.com); liliteboutique@gmail.com; Matt Wilding (mgwilding@mac.com); Megan Dior Hoyle (megandior@yahoo.com); Mike Benton (mbenton@bentonandassociatesnc.com); "Mulberry Junction LLC/Waynesborough Model Railroad Club, Inc."; Myelle Thompson (mthompson@hacq.org); "Nina Fields Jackson, Attorney"; Noe Mejia (noemejia1972@gmail.com); "Oberry & Lewis, Inc."; Pam Stewart; "Paramount Theatre"; Premier Cuts (premiercuts109@gmail.com); Rebekah Fitzgerald (rfdirector@waynemuseum.org); rlawrence@goldsboronclawyers.com; Ruth Glisson (glissonrl@aol.com); Salon 150; Sam Hodge (contact@welltravelledbeer.com); Selena Worrell (sworrell@wcci-nc.com); serene.1899@gmail.com; "Spirit Filled Church Ministries"; St Paul United Methodist Church (stpaul@stpaulgoldsboro.org); Stacey Turnage (staceyannturnage@gmail.com); "Stagestruck"; Stephanie Slusser (sslusser@goldsboronc.gov); "Strickland Law Firm"; "The Cain Gallery"; The Ice Storm; TOESI LLC; "University Lights"; Vickie Mobley (mrs_vmobley@yahoo.com); "Walker Insurance Group"; Warren Bishop (wwbsr1932@att.net); "Warren, Kerr, Walston, Taylor & Smith"; "Wayne County Development Alliance"; "Wayne County Museum"; "Waynesborough Insurance Services"; "Weil Enterprises"; Wendy Walker (wendy@artsinwayne.org); Will Collins; "Willie's Radiator and Muffler Service"; Zak Fein (zak.fein@gmail.com)
Subject: Street Closure-Christmas Parade
Date: Thursday, November 9, 2017 5:04:00 PM
Attachments: SKMBT_C554e17110912520.pdf

Hello Downtown!

Christmas is fast approaching and that means the Christmas Parade is coming to downtown. Please note there will be street closures due to the set-up and the parade route.

When: Saturday, December 2

Time: 4-7pm

Where: See attached map for route

Who: The Chamber of Commerce; you can [sign-up here](#) if you'd like to participate

Additional Information: The Chamber expects 130-140 entries. They will start setting up at 9am that morning, and street closures will begin around 2pm.

Please let us know if you have any questions or concerns.

Elizabeth Rutland
Business and Property Development Specialist
City of Goldsboro/Downtown Goldsboro Development Corp.
219 N. John Street
Goldsboro, NC 27530

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: RESCHEDULING COUNCIL MEETINGS FOR 2018 DUE TO HOLIDAYS

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

DISCUSSION: The following meetings need to be rescheduled due to holidays:

- Monday, January 1, 2018 is in observance of New Year's Day
- Monday, January 15, 2018 is in observance of Dr. Martin Luther King, Jr.'s Birthday
- Monday, July 2, 2018 due to Independence Day
- Monday, September 3, 2018 is in observance of Labor Day

Staff suggests Council consider rescheduling the above meetings to the following dates:

- Moving the January meetings to the 2nd and 4th Monday due to Holidays.
- Combining the July 2, 2018 meeting with the July 16, 2018 meeting
- Tuesday, September 4, 2018

RECOMMENDATION: It is recommended that Council accept staff recommendations and approve the revised 2018 regular meeting schedule.

DATE: _____


Melissa Corser, City Clerk

DATE: 11-27-17


Scott A. Stevens, City Manager

Proposed Council Meeting Dates for 2018

*Monday, January 8 (2nd Monday)

*Monday, January 22 (4th Monday)

Monday, February 5

Monday, February 19

Monday, March 5

Monday, March 19

Monday, April 2

Monday, April 16

Monday, May 7

Monday, May 21

Monday, June 4

Monday, June 18

Monday, July 16

Monday, August 6

Monday, August 20

*Tuesday, September 4 (Monday, September 3rd is a holiday - Labor Day)

Monday, September 17

Monday, October 1

Monday, October 15

Monday, November 5

Monday, November 19

Monday, December 3

Monday, December 17

Proposed Retreat Dates 2018

February 13th and 14th (Tuesday and Wednesday)

February 27th and 28th (Tuesday and Wednesday)

CITY OF GOLDSBORO
AGENDA MEMORANDUM
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Code of Ordinance Update: 98.80 Parades

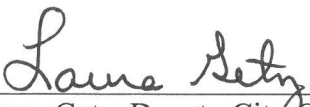
BACKGROUND: City staff has updated the Policy for the Use of Special Events and the Special Events/Parade/Street Closing Permit Application to make the process of Closing a street or having an event more concise and easier for the public to use, therefore, staff has suggested the following changes (see attachment) to the Parade Ordinance to include verbiage pertaining to Special Events and Street Closures.

DISCUSSION : City staff has worked to make the process of having a special event or parade more user friendly to our citizens by consolidating the process to be handled by the Downtown Goldsboro staff. All special events/parades/ street closing applications and permits will be issued by the Downtown Goldsboro staff (City Manager's designated representative). The Downtown Goldsboro staff will work in conjunction with representatives from the Police Department, Planning and the affected department concerning the application.

The Goldsboro Police Department and Chief of Police's office will continue to issue Picket permits as defined in §98.81 of the City of Goldsboro's Code of Ordinances.

RECOMMENDATION: Staff recommends that City Council by motion adopt the attached ordinance revising Chapter 98.80 "*Parades*" to include "Special Events" of the City of Goldsboro's Code of Ordinances.

Date: _____



Laura Getz, Deputy City Clerk

Date: 11-15-17



Scott Stevens, City Manager

ORDINANCE NO. 2017-__

AN ORDINANCE AMENDING CHAPTER 98 ENTITLED "STREETS AND SIDEWALKS" SECTION 98.80 PARADES OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to parades; and

WHEREAS, Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades currently describes the definition of a Parade and the process and procedures for Parades; and

WHEREAS, staff would recommend Council update Chapter 98 entitled "Streets and Sidewalks" Section 98.80 of the Code of Ordinances of the City of Goldsboro, North Carolina.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 98.80 PARADES/SPECIAL EVENTS

- (A) Definition. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARADE. An athletic event, march, ceremony, pageant, procession or other similar activity consisting of two or more persons or animals, vehicles, or any other combination thereof upon the streets, sidewalks or other public grounds that disrupts the normal flow of traffic upon any public street, or public grounds. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.

SPECIAL EVENTS. A special event is an event or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

- (B) Permit required. No parade, special event or street closure shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade, special event or street closure unless the parade, special event or street closure is conducted in conformity with the requirements set out herein and unless a permit has been obtained from the City Manager or his/her designated representative.
- (C) Procedures for obtaining permit.

- (1) City Council approval is required for all street closures in excess of one hour.
- (2) Application for a parade/special event permit shall be made in writing at least 30 days before the time at which the parade shall be scheduled to begin if the event requires a street closure and shall contain the following information:
 - (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;
 - (b) The location or locations in the city where the parade/special event is proposed to take place;
 - (c) The date and hours for which permit is sought;
 - (d) The name and contact information of the person applying for the permit;
 - (e) The person or persons to be in charge of the activity and who will accompany it and carry the permit at all times; and
 - (f) An estimated daily attendance, request to close the street, inclement weather date and other event details as described in the Policy for Special Events.

- (3) Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall issue a permit, subject to City Council approval if required, 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 for conduct of parades/special events. The following standards shall apply to all parades and special events conducted in the city:
- (1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on **holidays and weekends.**
 - (2) **Unless adequate resources are available,** no more than one parade may be conducted within the city at any one time.
 - (3) Every parade shall follow a route approved by the City Manager or his designated agent.
 - (4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.
 - (5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.
 - (6) **Notification to those along a parade route may be made via mail, door-to-door, electronic, etc.**

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

ORDINANCE NO. 2017-__

AN ORDINANCE AMENDING CHAPTER 98 ENTITLED "STREETS AND SIDEWALKS" SECTION 98.80 PARADES OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to parades; and

WHEREAS, Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades currently describes the definition of a Parade and the process and procedures for Parades; and

WHEREAS, staff would recommend Council update Chapter 98 entitled "Streets and Sidewalks" Section 98.80 of the Code of Ordinances of the City of Goldsboro, North Carolina.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 98.80 PARADES/SPECIAL EVENTS

- (A) Definition. For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARADE. An athletic event, march, ceremony, pageant, procession or other similar activity consisting of two or more persons or animals, vehicles, or any other combination thereof upon the streets, sidewalks or other public grounds that disrupts the normal flow of traffic upon any public street, or public grounds. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.

SPECIAL EVENTS. A special event is an event or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

- (B) Permit required. No parade, special event or street closure shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade, special event or street closure unless the parade, special event or street closure is conducted in conformity with the requirements set out herein and unless a permit has been obtained from the City Manager or his designated representative.

- (C) Procedures for obtaining permit.

- (1) Application for a parade/special event permit shall be made in writing at least 30 days before the time at which the parade shall be scheduled to begin if the event requires a street closure and shall contain the following information:

- (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;

Need note that City Council has to approve all street closings in excess of 30 minutes.

- (b) The location or locations in the city where the parade/special event is proposed to take place;
- (c) The date and hours for which permit is sought;
- (d) The name and contact information of the person applying for the permit;
- (e) The person or persons to be in charge of the activity and who will accompany it and carry the permit at all times; and
- (f) An estimated daily attendance, request to close the street, inclement weather date and other event details as described in the Policy for Special Events.

- (2) Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall issue a permit, subject to City Council approval if required, 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 for conduct of parades/special events. The following standards shall apply to all parades and special events conducted in the city:

- (1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on Saturdays and Sundays *Weekends*
- (2) *Unless adequate resources are available,* No more than one parade may be conducted within the city at any one time.

- (3) Every parade shall follow a route approved by the City Manager or his designated agent.

- (4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.

- (5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.

Approved as to Form Only:

Reviewed by:

(4) ~~Station~~ *Notification to these along parade route may be via mail, door-to-door, electronic, etc.*

ORDINANCE NO. 2017-57

AN ORDINANCE AMENDING CHAPTER 98 ENTITLED "STREETS AND SIDEWALKS" SECTION 98.80 PARADES OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to parades; and

WHEREAS, Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades currently describes the definition of a Parade and the process and procedures for Parades; and

WHEREAS, staff would recommend Council update Chapter 98 entitled "Streets and Sidewalks" Section 98.80 of the Code of Ordinances of the City of Goldsboro, North Carolina.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 98 entitled "Streets and Sidewalks" Section 98.80 Parades of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 98.80 PARADES/SPECIAL EVENTS

- (A) Definition. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARADE. ~~An athletic event, march, ceremony, pageant, procession or other similar activity consisting of two or more persons or animals, vehicles, or any other combination thereof upon the streets, sidewalks or other public grounds that disrupts the normal flow of traffic upon any public street, or public grounds. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.~~

PARADE. Any parade, march, ceremony, show, exhibition, pageant, or procession of any kind, or any similar display, in or upon any street, park, or other public place in the city. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.

SPECIAL EVENTS. A special event is an event or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

- (B) Permit required. No parade, special event or street closure shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade, special event or street closure unless the parade, special event or street closure is conducted in conformity with the requirements set out herein and unless a permit has been obtained. from the City Manager or his/her designated representative.

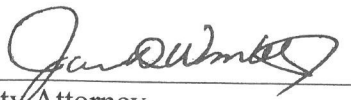
(C) procedures for obtaining permit.

- (1) City Council approval is required for all street closures in excess of one hour.
- (2) Application for a parade/special event permit should be made in writing at least 30 days before the time at which the parade shall be scheduled to begin if the event requires a street closure and shall contain the following information:
 - (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;
 - (b) The location or locations in the city where the parade/special event is proposed to take place;
 - (c) The date and hours for which permit is sought;
 - (d) The name and contact information of the person applying for the permit;

- (e) The person or persons to be in charge of the activity and who will accompany it and carry the permit at all times; and
 - (f) An estimated daily attendance, request to close the street, inclement weather date and other event details as described in the Policy for Special Events.
- (3) Upon receipt of an application properly completed and timely filed as hereinabove set out, the ~~designated officer~~ Goldsboro Police Department shall issue a permit, subject to City Council approval if required, 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 for conduct of parades/special events. The following standards shall apply to all parades and special events conducted in the city:
- (1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on holidays and weekends.
 - (2) No more than one parade may be conducted within the city at any one time.
 - (3) Every parade shall follow a route approved by the City Manager or his designated agent.
 - (4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.
 - (5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.
 - (6) Notification to those along a parade route may be made by City of Goldsboro staff via mail, door-to-door, electronic, etc.

This Ordinance shall be in full force and effect from and after the 20th day of November, 2017.

Approved as to Form Only:


City Attorney

Reviewed by:


City Manager

Departmental Monthly Reports October 2017

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works
8. Finance
9. Planning
10. Engineering
11. Fire
12. Police
13. Parks and Recreation
14. Public Utilities
15. Travel and Tourism

Human Resources Management Department

MONTHLY REPORT – OCTOBER 2017

Prepared by: Pamela C. Leake

The Human Resources Department posted 15 vacancies this month and processed 203 applications. 162 notices were sent to job applicants not selected for an interview and 17 notices were sent to candidates interviewed but not selected for hire. We welcomed nine (9) new hires this month: 3 full-time (**Dalyn Follmer - Firefighter, Jon Johnson – Park Technician (Turf) – Parks and Recreation, and Brian Walls – Safety Coordinator – Human Resources**) and six part-time (**John Bergman, Custodian – Paramount; Damien Coley, Building Attendant, Goldsboro Event Center; Phillip Cousin, Building Attendant – Goldsboro Event Center; Jay Jackson, Custodian – Goldsboro Event Center; Durwood McKinnie, Solid Waste Technician – Public Works (Solid Waste), and Michael Saviak, Theatre Technician – Paramount Theatre**). There were six (6) reductions in force: one retirement – **Jason Singleton, Fire Captain (Fire)**; one resignation: (**Ethan Gervin, Building Attendant – Paramount (part-time)**); one termination – **Curtis Washington, Assistant Cemetery Supervisor - Public Works (Cemetery)**, and three seasonal assignments that ended for Parks and Recreation.

Cultural Diversity and Sensitivity Training will be held November 14 and 15 at the Goldsboro Event Center and Public Works Complex. Our facilitator will be Greg Owens, director of Strategic Partnerships and Collaborations in New York. There will be two ½ day sessions each day from 7 am to 11 am and 12 pm to 4 pm. The training is mandatory for all City employees. The State Health Plan's open enrollment ended October 31, 2017. The City had 98.83% participation rate. Pierce Insurance held open enrollment for supplemental benefits the week of October 23. 350 employees completed applications. Pierce will return on November 13 to enroll employees who did not attend during the first session. The Annual Fall Step Challenge is still underway. It will end late November. The Wellness Committee did not meet this month. The annual service awards will be held December 14 at the Paramount Theatre. We will recognize 68 employees for their years of service to the City.

Our new safety coordinator was very busy this month. He reviewed all recorded safety documentation, including the City's Safety Manual to assess the current status of overall Safety program. He continues to meet and communicate with department heads and employees. Safety audits were performed at both City Hall facilities; Cemetery, and the Event Center. Recommendations will be submitted to appropriate supervisors. Historic and Annex Hall. Findings will be sent out to affected departments and the City Manager. A Silica webinar (sponsored by the NC Department of Labor) was scheduled for department superintendents at Public Works on October 24. Incident investigations were performed; conducted Walking Working Surface webinar, conducted by Chuck Murdock, NC Department of Labor. The walking working surface standard has recently been revised and will begin to be enforced. Other activities include attendance to the monthly board meeting sponsored by Eastern Carolina Safety and Health School and the Safety Accident Review Committee meeting on 10/31/17. One personal injury was reviewed. Recommendations will be submitted to the City Manager.

This month's health beat was distribution of flu shots. 200 shots were administered. There were 72 clinic visits this month. Several employees participated in the Wear Pink Day to promote Cancer Awareness.

Random Drug Screens	Post-Accident Drug Screens
Non-DOT: 8 tested; 2 breathalyzers – All negative	Non-DOT: 1 tested – negative
DOT: 6 tests; 2 breathalyzers – All negative.	DOT: 0 tested

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	391	182	269	321	241	316	384	237	206	203			272
New Hires*	12	6	1	7	2	3	3	10	3	3			5
Separations*	3	0	2	2	3	5	2	2	3	3			2
Vehicle Accidents	2	0	3	2	5	4	2	0	1	0			2
Workers Compensation	1	0	1	0	1	0	0	0	1	1			1

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	337	235	534	291	184	186	475	302	253	236	180	212	285
New Hires*	2	5	3	2	5	3	0	5	4	5	2	3	4
Separations*	3	3	9	2	3	2	1	5	9	4	2	8	5
Vehicle Accidents	5	1	8	5	4	3	2	1	1	2	1	2	3
Workers Compensation	8	3	1	6	5	3	6	8	8	1	4	3	5

*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.

Community Relations Department

Monthly Report – October 2017

Prepared By: *Shycole Simpson-Carter*

- Due to lack of a quorum the scheduled Community Affairs Commission meeting for Tuesday, October 10, 2017 was canceled. The next scheduled meeting is Tuesday, December 12, 2017 at 6:00 p.m.
- Community Relations received three (3) housing complaints and no consumer complaint. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: two (2) improper eviction processes potential violation of fair housing laws and one (1) improper housing repair. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Community Relations Department processed and approved twelve (12) very-low and low-income homeowners for urgent repair work up to \$8,000 per home to prevent displacement, which poses an imminent threat to their life and/or safety. This assistance is being provided through the City's Urgent Repair Program (URP16) granted by North Carolina Housing Finance Agency. The estimated cost based on the proposed work to be completed is \$68,500 of the awarded \$100,000. The twelve (12) URP projects are scheduled to be placed out for bid the fourth week of November and slated to commence the second week of December.
- The Goldsboro Mayor's Youth Council (GYC) met on Tuesday, October 4th and 18th both dates at 7:00 pm. A Parent Orientation meeting was held on Tuesday, October 18, 2017 at 6:00 pm with all GYC parents to discuss the FY17-18 Council Session. On Saturday, October 28, 2017, Goldsboro Youth Council members volunteered at First Christian Church for the Last Saturday Supper. They made sandwiches and distributed supper to the homeless. The Goldsboro Mayor's Youth Council (GYC) are collecting books for its North Drive Elementary School Book Campaign, in conjunction with the Mayor's Goldsboro Reading Initiative.
- The Mayor's Committee for Persons with Disabilities hosted the 2017 Mayor's Annual Awards Luncheon on October 19, 2017 at the Goldsboro Event Center. The Speaker for the Luncheon was Stephanie D. Scott a Deaf Service Specialist with NC DHHS. The next scheduled meeting is December 21, 2017 at 12:00 pm.
- The Community Relations Director attended the following meetings, workshops, or trainings:
 - HUD's Mayor's Challenge to End Homelessness, DGDC Board Retreat, State of the Military Session, CDBG-DR Start-up, Woodforest National Bank Community Listening Session, 8th Annual Leadership Luncheon, MLK Committee, Economic Development, GWTA Board, and other meetings with citizens and community leaders/stakeholders.

2017 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5	0	5	2	3	1	7	5	1	3			3
Consumer	2	0	3	1	0	0	0	0	1	0			1
2016 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	3	1	2	6	2	5	1	3	1			8	3
Consumer	1	3	1	1	1	0	2	0	1			0	1

During October-November 2016, the Community Relations Department assisted and/or coordinated Hurricane Matthew Relief Efforts throughout the City's impacted areas. The Department received and responded to over 100 calls or visits from citizens and/or local businesses related to Hurricane Matthew. The concerns were referred to the appropriate City departments and external (volunteer, local, state, and/or federal agencies). Due to the fact these concerns were raised from an unforeseen natural occurrence, the Department will not input a tally for October and November in the table above.



Monthly Report- October 2017

Prepared by: Sherry Archibald, Director

- October kicked off the Paramount's 10th Annual Performing Arts Series featuring our first children's theatre company, Vital Theatre in New York featuring Pinkalicious. Staff collaborated with Wayne Partnership for Children, Arts Council of Wayne and Wayne County Public Schools for a Pink Party, two sold out school performances and an evening show.
- October also featured the Paramount's second professional dance company, Ailey II. A sold out performance and great way to end the Dance Touring Initiative three-year grant. Outreach included partnerships with local dance studios for a lecture/demonstration and Dillard Academy for a participating outreach exercise at WA Foster.
- October rentals included the final performance in Center Stage Theatre's 40th Anniversary, Wayne County Fire Princess Pageant, Bras for a Cause, Movie night and two photo shoots.
- Staff interviewed and selected a consultant to support audience engagement and marketing in the area of dance. SouthArts is supporting the expense with no match required.
- Paramount staff participated in the following meetings, presentations or training: Downtown Merchant Association; Dance Touring Initiative Conference Call; Chamber's Junior Leadership Council, DGDC Promotions Committee and Leading Wayne Luncheon.
- Expenses - October \$44,428.39 Labor -\$19,980.32 /Operational - \$24,448.07
Revenue - October \$21,841.42 Rentals -\$7,308.5/Tickets \$14,315.20/Concessions \$217.72

	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$35,209	\$28,009	\$42,454	\$25,801	\$31,732	\$18,825	\$39,124	\$23,925	\$31,356	\$44,428			\$32,086	\$320,863
Rev	\$12,929	\$13,197	\$21,544	\$3,845	\$22,670	\$5,648	\$6,097	\$18,040	\$3,454	\$21,841			\$12,926	\$129,265
	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016	Total
Exp	\$34,171	\$37,659	\$41,473	\$34,905	\$38,813	\$25,365	\$29,583	\$80,132	\$36,103	\$40,743	\$50,158	\$28,811	\$39,826	\$477,916
Rev	\$31,903	\$18,707	\$18,782	\$12,978	\$17,857	\$10,878	\$56,041	\$4,698	\$6,407	\$11,466	\$3,878	\$37,579	\$19,264	\$231,174



- The Goldsboro Event Center was rented or used for 14 uses in October: One weddings, two parties, four golf tournaments, high school reunion, four meetings and two banquets. Eight of the fourteen uses were non-revenue producing.
- Staff is experiencing many drop-ins for tours. Effective November, staff will be tracking numbers to share with Council through monthly reports.
- GEC staff and IT staff have produced a new and improved website.
- GEC staff is interviewing candidates for Building Attendant & Bartending positions.
- Expenses -October \$17,808.37 Labor - \$4,796.75 /Operational - \$13,011.62*
Revenues- October \$ 5,052.28 Rentals -\$940.00/Concessions - \$4,112.28

	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$7,619	\$6,442	\$50,093	\$8,627	\$14,882	\$9,201	\$12,472	\$8,056	\$9,183	\$17,808			\$14,438	\$144,383
Rev	\$2,100	\$7,096	\$8,792	\$6,826	\$15,356	\$5,077	\$9,924	\$8,073	\$6,221	\$5,052			\$7,451	\$74,517
	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016	Total
Exp	\$	\$	\$	\$12,819	\$13,453	\$5,715	\$15,565	\$7,442	\$14,575	\$5,024	\$9,160	\$10,653	\$10,489	\$94,406
Rev	\$	\$	\$	\$ 8,690	\$10,589	\$5,352	\$6,876	\$9,417	\$6,513	\$7,868	\$7,005	\$12,073	\$8,264	\$74,383

*March 2017 expenses reflect improvements to HVAC system *October 2017 expense reflects utility bill paid twice

Goldsboro Inspections Department

Monthly Report – Oct 2017

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of October totaled \$3,338,467. Ten (10) of these permits were new residential single family dwellings at a valuation of \$1,597,400.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$3,789,767.

All permit fees collected for the month totaled \$43,049. Of the permit fees collected for the month \$3,555 was collected in technology fees. Plan review fees collected during the month totaled \$1,325. Business Registration fees collected \$1,200.

The Inspectors did a total of 623 inspections for the month. During the month of October four (4) business inspections were completed. A total of 307 permits were issued for the month. Seventy (70) plan reviews were completed for October. We now have a total of 172 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$11	\$2	\$5	\$33	\$9	\$3	\$3	\$7	\$23	\$3			\$10
Residential (thousands)	\$473	\$442	\$1m	\$1m	\$2m	\$1m	\$451	\$0	\$1m	\$2m			\$937
Miscellaneous**(millions)	\$5	\$1	\$6	\$9	\$2	\$2	\$1	\$8	\$10	\$4			\$5
Permit Fees (thousands)	\$31	\$29	\$31	\$46	\$35	\$46	\$42	\$50	\$51	\$43			\$40
Inspections (total)	836	747	775	539	623	610	560	674	621	623			661
Permits Issued (total)	384	350	353	297	383	339	303	353	263	307			333
Plan Reviews Completed	43	57	59	57	79	64	53	51	56	70			59
Minimum Housing in Process	194	190	197	195	198	182	177	178	182	172			187

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$3	\$7	\$7	\$3	\$2	\$3	\$4	\$6	\$2	\$25	\$3	\$7	\$6
Residential (thousands)	\$740	\$380	\$430	\$240	\$748	\$558	\$1m	\$1m	\$260	\$79	\$191	\$440	\$506
Miscellaneous**(millions)	\$2	\$3	\$3	\$3	\$3	\$1	\$3	\$2	\$1	\$3	\$4	\$2	\$3
Permit Fees (thousands)	\$38	\$54	\$61	\$38	\$50	\$30	\$43	\$46	\$36	\$33	\$48	\$26	\$42
Inspections (total)	544	519	550	463	551	614	509	621	593	565	1107	908	629
Permits Issued (total)	268	266	293	237	327	329	332	351	252	1241	644	493	419
Plan Reviews Completed	50	44	83	52	93	47	58	74	54	43	54	40	58
Minimum Housing in Process	242	214	212	220	251	251	249	251	255	255	255	255	243

October 2017

Prepared By: Julie Metz, Director

Current Downtown Development Office Projects Staff Worked On Over the Month Include:

- Staff worked on a plan to market downtown as a wedding destination, Say I Do to Downtown. Staff met with IT to start website development.
- Staff continued to work through TIGER VIII developments.
- Staff worked to develop Historic Preservation, Part 1 Certifications of Eligibility applications for six properties.
- Staff attended Strategic Planning meetings with City representatives.
- Julie worked on staff evaluations.
- Julie prepared for speaking at the National League of Cities City Summit.
- Staff designed "Please Park in Designated Spaces Only" signs that will be installed along Center Street.

Downtown Development Office Events or Activities that Staff Administered or Assisted During the Month:

- Staff submitted nominations for the NC Main Street Awards.
- Staff prepared for and held the Public Art Installation Ceremony on October 13th at 12pm.
- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming events and filmed WGTN and WRAL segments.
- Staff attended the Merchants Association Meeting on October 3rd.
- Staff attended the Travel and Tourism Board Meeting on October 25th.
- Staff assisted with the completion of three street closure applications.
- Staff rented Cornerstone Commons for one event.
- Staff fielded calls concerning the Veterans' and Christmas Parade.
- Staff worked with Travel and Tourism to place Do It Downtown advertising and maps in local hotels to encourage guests to shop and eat local.
- Staff attended the Downtown Escapes Ribbon Cutting and Open House on October 10th.
- Staff attended the Wayne Woman's Magazine Networking event on October 24th.
- Staff attended the Leading Wayne Leadership Luncheon on October 26th.

DGDC Events or Activities that Staff Administered or Assisted During the Month:

- Staff facilitated and attended the DGDC Executive Committee on 10/11.
- Staff prepared presentations to give to the DGDC Board members at the DGDC Board Retreat.
- Staff facilitated and attended the DGDC Board Retreat on October 12th and 13th.
- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming events and filmed WGTN and WRAL segments.
- Staff worked with the Grant Committee to review submitted applications for the "Build a Better Downtown" grants, which were due on October 1st.
- Staff rented the Board Room for two events.
- Staff worked with the DGDC Economic Vitality Committee and the Merchants Association to develop guidelines and an application for Meet Me Downtown; DGDC has offered to help fund this program. The program has been revised to create an open house type business after hours for downtown businesses to promote themselves and find new customers while also educating the public on what they have to offer.
- Staff and the DGDC Design Committee worked on the design and approval of the 2017 ornament. This year's ornament will be of the fountain and the Terrace Room.
- Staff helped the DGDC facilitate their Creepy Crawl event, a bar crawl for anyone from the public to attend on October 28th.

Upcoming Events/Activities Staff are Preparing For:

- Downtown Lights Up: November 21, 5-8pm, City Hall (City funded event/DGDC volunteers)
- Trolley Rides: November 21, November 28, Dec 5, Dec 12, Dec 19 (City funded event/DGDC volunteers)
- Topsy Turkey Ball: November 22, 8-11pm, Terrace Room, 104 S. Center Street (DGDC event)
- Selfie with the Elfie: Where in Downtown is Jolly McJingle? : December 1st – 23rd (City event)
- Shop the Block: December 1-2 (City event)
- Goldsboro Christmas Parade: December 2nd (Chamber event)
- Santa Stumble: December 15th, 8pm-12am (DGDC event)

Businesses Opening/Properties Purchased:

- Fat Cat Music and Sound – 112 E. Mulberry Street – Coming soon
- Artistic Dance Academy – 228 N. Center Street – Coming soon

Other Activities or Projects that Occurred:

- Elizabeth presented on behalf of DGDC at the October 17th SJAFB Newcomer's Briefing.
- Staff met with 11 potential new property owners and/or new business interests.
- Staff met with and visited 35 current business owners during the month.
- During the month, staff received 137 visitors, 507 phone calls in, 179 phone calls out, 3,073 emails in, 1,551 emails out, 111 hours (approximately) of visits/meetings with businesses/property owners.

Information Technology

Monthly Report – October 2017

Prepared by: Tyler Mooring

- Updated City's website theme enabling enhanced security and created a faster and more user-friendly interface for employees to update and modify City Intranet content.
- Streamlined process for departments to submit their Capital Improvement Project forms. Previously, the departments would submit the forms on paper, but now they are able to complete them online. This will allow the finance department to more efficiently aggregate and total the costs for future projects.
- Upgraded City iPhones to accommodate technology compatibility.
- Three staff attended the North Carolina Local Government Information Systems Association (NCLGISA) Conference in Asheville, NC. During the conference, they were able to network with vendors and learn about new and upcoming products that could be useful in future projects.
- One staff member presented a session on WordPress at the Fall NCLGISA Conference. The session went well. It only received positive comments on exit surveys.
- Setup system to document mass meter exchanges for the AMI/AMR project.
- Recorded a Facebook Live video of the installation of the Christmas lights on the water tower to give the public an insight on the procedure.
- Setup mobile computer demo units for Goldsboro Police and Fire Departments to access potential replacement vehicle computers.
- Setup demo of in-car cameras system and body-cams for the Goldsboro Police Department.
- Coordinated Spillman training for Goldsboro Police Department and Goldsboro Fire Department. Setup agency configuration for Spillman. Installed and tested Spillman on City computers. Coordinated access to the Spillman Server through County IT and OES. The Goldsboro Fire Department will "Go Live" on Spillman in early November. Goldsboro Police will complete training in November and "Go Live" in early December.

2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	492	427	530	357	349	410	367	538	403	520			439
Tickets Closed	483	448	492	344	326	401	356	543	409	470			427

2016	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	296	383	306	355	351	444	419	455	406	470	497	457	403
Tickets Closed	319	354	266	375	322	437	432	458	374	456	403	475	389

Monthly Highlights

D&C: Responded to 22 after hour's calls--totalled 26.5 hrs; conducted 15 + backflow tests in-house on City infrastructure including City Hall; started sending notices to past due accounts for backflow tests & included our rates in the notice.

Streets & Storms: Assisted Fire Dept w/installing 30'x30' concrete pad at training grounds; installed 720' of 3" conduit for fiber (IT) and 360' of 3" water line at the multi sports complex, saving thousands in additional contractor costs; continued to haul concrete from PW compound for free to local landfill--saving \$500/load in tipping fees; repaired and replaced sidewalk in nine separate locations throughout the city and reshaped two ditches at Norwood Dr and Dixie Trail.

Bldg. Maint.: Multiple misc. items supporting various City initiatives/functions, i.e. chili cook-off, sculpture installation, set up boxing ring at old W.A. Foster Bldg, etc.; installed Christmas lighting in trees on Center St and rewired/installed Christmas lights on Holly/Center St water tower.

Departments		2017												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	33.5	28.0	35.9	21.4	21.3	7.6	6.1	32.7	19.2	13.4			21.9
	Lines Camera'd (1000-ft)	4.5	17.5	6.3	10.7	15.2	8.1	12.5	11.1	12.3	12.3			11.1
	Water Repairs	42	20	27	35	28	28	20	30	22	23			27.5
	Sewer Repairs	55	48	105	100	90	19	14	26	39	12			50.8
	Hydrants Replaced/Fixed	24	18	64	53	38	24	45	32	58	38			39.4
	Meter Install/Changed	48	37	43	19	55	41	18	34	20	42			35.7
Bldg Maint.	Radio, Electrical, Bldg	164	108	136	137	156	155	126	174	176	128			146.0
	Sign Repairs	65	96	61	46	70	75	72	33	53	91			66.2
Garage	Total Work Orders	334	320	387	304	277	299	292	415	280	370			327.8
	Total Fuel Cost (x1000)	\$ 57	\$ 51	\$ 56	\$ 49	\$ 55	\$ 58	\$ 50	\$ 68	\$ 58	\$ 60			56.2
Solid Waste	Refuse (x1000 tons)	0.9	0.7	0.9	0.8	0.9	0.9	0.9	0.9	0.8	0.9			0.9
	Recyclables (tons)	70	86	83	107	116	88	81	117	110	106			96.5
	Leaf-n-Limbs (x1000 tons)	0.7	0.8	0.9	0.8	1.0	0.8	0.8	0.9	0.9	0.8			0.8
Cemetery Funerals		3	6	3	5	6	2	8	5	6	3			4.7
Streets & Stormwater	Utility Cut Repairs	15	25	11	13	5	17	24	17	13	6			14.6
	Pot Hole Repairs	57	42	52	48	57	24	72	64	46	95			55.7
	Streets Swept (miles)	144	113	110	60.5	246	128	142	65	93.6	155			125.7
	ROW Mowing (ac)	0	0	0	16.0	28.0	8.0	23.5	12.0	5.0	26.0			11.9
	City-Owned Lots Mowing	0	0	0	101	123	211	266	182	190	175			124.8
2016														
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	6.0	16.3	5.8	14.2	4.0	7.4	27.7	39.3	29.2	11.1	28.1	16.1
	Lines Camera'd (1000-ft)	4.2	16.7	5.6	3.2	3.4	2.5	0.0	1.0	4.6	7.3	10.7	7.6	5.6
	Water Repairs	28	19	26	21	21	44	21	30	16	10	43	27	25.5
	Sewer Repairs	5	4	10	4	4	3	5	6	5	4	34	52	11.3
	Hydrants Replaced/Fixed	22	8	18	37	8	42	29	23	15	4	12	18	19.7
	Meter Install/Changed	66	67	71	43	52	33	51	58	25	20	34	38	46.5
Bldg Maint.	Radio, Electrical, Bldg	149	142	52	100	183	119	138	213	206	103	115	138	138.2
	Sign Repairs	39	56	74	74	61	67	72	70	61	53	65	66	63.2
Garage	Total Work Orders	337	273	288	301	371	304	353	362	296	368	227	307	315.6
	Total Fuel Cost (x1000)	\$ 58	\$ 49	\$ 53	\$ 51	\$ 55	\$ 48	\$ 57	\$ 62	\$ 45	\$ 66	\$ 38	\$ 48	52.5
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.0	0.8	0.9	0.8	0.9	0.9	0.8	1	1.1	0.9
	Recyclables (tons)	101	96	99	77	104	104	95	89	93	80	109	95	95.2
	Leaf-n-Limbs (x1000 tons)	0.6	0.5	1.6	0.8	1.0	1.0	0.9	0.8	0.8	0.7	1	1.2	0.9
Cemetery Funerals		7	6	6	8	6	10	7	7	6	3	4	10	6.7
Streets & Stormwater	Utility Cut Repairs	0	8	16	0	21	25	6	19	2	9	11	1	9.8
	Pot Hole Repairs	100	111	52	151	58	97	30	37	19	31	36	74	66.3
	Streets Swept (miles)	93.3	125	129	83.4	174	193	126	193	93	143	139	102	132.9
	ROW Mowing (ac)	0	0	9	27.0	44.0	63.0	55.0	38.5	24.0	8.0	0	0	22.4
	City-Owned Lots Mowing	0	0	2	160	122	124	166	156	274	65	95	0	97.0



Finance Department Monthly Report - October 2017

Prepared by: *Kaye Scott, Finance Director*

FY 2017-18

GENERAL FUND

		Actual to Date	Adjusted Budget	Actual to Date	YTD %
		FY '16-17	FY '17-18	FY '17-18	Collected
Revenues					
Tax Revenues		\$ 2,362,477	\$ 16,338,000	\$ 2,661,222	16.29%
License & Permits		123,739	365,400	153,117	41.90%
Revenue Other Agencies		5,759,116	17,911,342	9,032,303	50.43%
Charges for Services		1,641,028	4,629,630	1,535,246	33.16%
Capital Returns		213,466	304,200	56,015	18.41%
Miscellaneous Revenues		122,207	1,148,000	83,659	7.29%
FB Withdrawal/PO Appropriation			6,491,214		
Total		\$ 10,222,033	\$ 47,187,786	\$ 13,521,562	28.65%
		Actual to Date	Adjusted Budget	Actual to Date	YTD %
		FY '16-17	FY '17-18	FY '17-18	Collected
Departmental Expenditures					
Mayor/Council		\$ 105,613	\$ 400,856	\$ 152,449	38.03%
City Manager		241,725	1,104,555	292,019	26.44%
Human Resources Management		206,238	598,519	212,095	35.44%
Community Relations		47,482	137,539	81,468	59.23%
Paramount Theater		186,568	464,980	138,835	29.86%
Goldsboro Event Center		41,707	146,961	47,521	32.34%
Inspections		256,084	926,411	371,840	40.14%
Downtown Development		172,071	375,304	120,766	32.18%
Information Technology		712,285	1,191,485	465,369	39.06%
Public Works - Adm.		183,266	444,715	131,685	29.61%
Garage		747,055	2,161,402	730,800	33.81%
Garage Credits		(433,453)	(1,650,000)	(368,711)	22.35%
Building & Traffic Maint.		228,769	539,164	222,094	41.19%
Cemetery		101,262	336,786	120,449	35.76%
Finance		319,269	1,313,583	364,857	27.78%
Office Supplies Credits		(1,551)	(9,000)	(2,884)	32.04%
Planning & Redevelopment		559,681	1,376,216	419,273	30.47%
Postage Credits		(7,300)	(30,000)	(7,610)	25.37%
Streets & Storms - General		663,132	1,631,144	666,852	40.88%
Streets & Storms - Utilities		235,540	529,200	195,967	37.03%
Street Paving		217,125	75,000	0	0.00%
Solid Waste		1,024,262	2,886,473	1,073,668	37.20%
Engineering		295,799	974,627	343,582	35.25%
Fire Department		2,083,510	7,602,315	2,217,532	29.17%
Police Department		3,022,190	9,978,337	3,080,897	30.88%
Special Expense Fees		1,704,117	8,954,600	5,074,426	56.67%
Parks & Recreation		1,162,365	4,025,165	1,209,973	30.06%
Golf Course		266,896	701,449	258,626	36.87%
Total		\$ 14,341,707	\$ 47,187,786	\$ 17,613,838	37.33%

UTILITY FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '16-17	FY '17-18	FY '17-18	Collected
Charges for Services			\$ 5,120,798	\$ 15,640,500	\$ 5,196,571	33.23%
Capital Returns			7,924	21,193	10,232	48.28%
Miscellaneous Revenues			63,392	913,000	1,033,881	113.24%
FB Withdrawal/PO Appropriation				\$ 7,814,638	\$ -	0.00%
Total			\$ 5,192,114	\$ 24,389,331	\$ 6,240,684	25.59%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '16-17	FY '17-18	FY '17-18	Collected
Distribution & Collections			\$ 971,210	\$ 3,548,176	\$ 968,081	27.28%
Water Treatment Plant			1,661,258	4,771,976	1,634,455	34.25%
Water Reclamation Plant			1,907,412	7,521,742	1,912,186	25.42%
UF - Capital			48,967	7,588,119	1,550,691	20.44%
Compost Facility			303,019	959,318	234,071	24.40%
Total			\$ 4,891,866	\$ 24,389,331	\$ 6,299,484	25.83%
DOWNTOWN DISTRICT FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '16-17	FY '17-18	FY '17-18	Collected
Tax Revenues			\$ 7,532	\$ 71,236	\$ 11,348	15.93%
Capital Revenue			55	90	122	135.56%
FB Withdrawal/PO Appropriation				11,323		
Total			7,587	82,649	11,470	13.88%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '16-17	FY '17-18	FY '17-18	Spent
Downtown District			\$ 8,743	\$ 82,649	\$ 5,310	6.42%
Total			\$ 8,743	\$ 82,649	\$ 5,310	6.42%
OCCUPANCY TAX FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
Occupancy Tax/Civic Center			\$ 213,277	\$ 675,000	\$ 234,309	34.71%
Occupancy Tax/Travel & Tourism			53,319	165,000	58,577	35.50%
County of Wayne Occupancy Tax			17,439	165,000	67,188	
Capital Returns/Misc./Property Sale			\$ 1,163	\$ 42,052	\$ 1,935	0.00%
FB Withdrawal/PO Appropriation			\$ -	\$ 745,691		
Total			\$ 285,198	\$ 1,792,743	\$ 362,009	20.19%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
Civic Center			\$ 94,903	\$ 1,462,643	\$ 691,564	47.28%
Travel & Tourism			65,777	330,100	138,124	41.84%
Total			\$ 160,680	\$ 1,792,743	\$ 829,688	46.28%

STORMWATER FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '16-17	FY '17-18	FY '17-18	Collected
	Stormwater Fee		\$ -	\$ 1,073,672	\$ 136,680	12.73%
	FB Withdrawal/PO Appropriation					
	Total		-	1,073,672	136,680	12.73%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '16-17	FY '17-18	FY '17-18	Spent
	Stormwater Division		\$ -	\$ 1,073,672	\$ 78,134	7.28%
	Total		\$ -	\$ 1,073,672	\$ 78,134	7.28%

PLANNING DEPARTMENT

MONTHLY REPORT – OCTOBER, 2017

Prepared by: Sally Johnson

General Tasks

During the month of October, the 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 MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. Work has continued on having case files scanned into the City's system. Code enforcement staff mailed out 28 violation notices during the month of October. Code Enforcement is now issuing \$25.00 **parking violation tickets** within the downtown area or upon notification elsewhere in the City. During the month of October, 11 tickets were issued. A total of 12 tickets were paid in October which totaled \$325. Staff, along with IT, will be working towards having unpaid tickets linked to DMV in order to require payment prior to issuance of a yearly license.

Parked in Wrong Direction	9
Parked in Proximity to Fire Hydrant	0
Parked in a Prohibited Area (No Parking Zone)	2
Other (Bus Loading Zone, Crosswalk, Sidewalk)	0

2017

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	7	6	4	5	8	0	6	8	5	7			56	6
Historic District Comm. Cases	0/1	1/3	0/2	0/0	0/4	2/1	1/4	1/3	2/4	3/1			10/23	1/2
Code Enforcement														
Grass Cutting	0	0	0	35/ \$2,010	70/ \$4,075	77/ \$5,030	91/ \$5,080	61/ \$3,445	68/ \$3,970	43/ \$2500			445/ \$26,080	45/ \$2608
Junk Vehicles Tagged/Towed	37/7	18/4	0/7	0/3	24/0	18/6	0/8	0/4	0/7	0/3			97/49	10/5
Illegal Signs Removed	76	57	65	24	18	119	160	62	24	59			664	66
Bags of Litter Picked Up	73	516	758	749	322	435	411	262	321	362			4,209	421

2016

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	5	2	6	6	5	4	9	6	4	0	4	4	55	5.0
Historic District Comm. Cases	0/1	1/1	2/0	1/0	2/0	0/0	0/0	1/2	0/1	0/0	3/0	0/1	10/6	.8/.5
Code Enforcement														
Grass Cutting	8/ \$375	0/\$0	0/\$0	26/ \$1,320	72/ \$3,830	97/ \$5,135	63/ \$3,750	102/ \$5,750	62/ \$3505	24/ \$1,135	13/ \$685	0/\$0	467/ \$25,485	39/ \$2,124
Junk Vehicles Tagged/Towed	0/6	8/0	18/2	35/4	24/6	20/0	8/0	18/3	28/6	20/6	30/1	0	209/ 34	17/3
Illegal Signs Removed	48	124	60	14	40	60	42	6	8	22	130	39	593	50

**ENGINEERING DEPARTMENT
MONTHLY REPORT – OCTOBER 2017**

Prepared by: Guy M. Anderson, P. E.

Stoney Creek Sanitary Sewer Outfall Rehabilitation Project

- Project is complete;
- Staff processing CWMTF documents for final reimbursement and project closeout.

Stoney Creek Stream Enhancement – Phase II

- City Engineer is preparing CWMTF cost report, payment request, and required documentation for project reimbursement;

Stoney Creek Greenway

- Staff is currently working through the Preliminary Engineering portion of this project;
- Construction is anticipated to be complete at the end of 2018.

2015 Priority Sewer Rehabilitation Project – Phase III

- Additional flow monitoring is complete;
- Final report delivered;
- 90% of construction plans have been submitted;
- Project has been put on hold.

Phase IV Sewer Collection Rehabilitation

- Smoke and dye testing is complete;
- CWMTF approved the Engineering Report and the Environmental Information Document;
- McKim & Creed is working on design plans and contract documents;
- Start of construction anticipated Summer 2018.

Center/Holly Street Water Tank Painting

- Start of construction has been updated to early Spring of next year due to Christmas lighting.

2017 Street Paving Project

- On August 7, 2017 City Council awarded contract to Barnhill Contracting Company for \$489,883.25;
- This project includes street paving improvements for Humphrey Street and Dakota Street;
- Construction for Humphrey Street is 80% complete and 20% for Dakota Street.

Hurricane Matthew Storm Damage Repair

- Construction is complete.

2017-2018 Bituminous Concrete Street Resurfacing Project

- The lowest bid was submitted by Turner Asphalt of Raleigh, NC for \$2,267,947.06 at the bid opening held on May 1, 2017;
- Construction is approximately 55% complete.

John Street Parking Lot Electric Vehicle Charging Station

- Staff requested Duke Energy provide additional funding due to bids coming in too high above funding;
- Duke Energy responded that additional funds were not available.

Union Station

- Barnhill Contracting Company completed resurfacing Union Station Parking Lot;
- Union Station fence project bid opening scheduled for November 20, 2017 for 72-inch high fence.

SJAFB Sewer Outfall Improvements

- Staff is preparing design plans and bid documents to replace the sewer line from SJAFB to the Stoney Creek Sewer Outfall;
- Staff is coordinating with SJAFB staff to install a flow meter to estimate amount of bypass pumping required;
- Anticipated bid advertisement is January/February 2018.

Best Management Practices (BMPs) Inspections

- Approximately 220 BMPs have been approved and 162 BMPS have been constructed to date;
- All BMP inspections have been completed through the month October 2017.

Goldsboro Fire Department

Monthly Report – October 2017

Report Prepared By: *Gary Whaley* GW/CL

Fire Prevention and Outreach

- October 9th – Public Education – Wayne Christian School, Kids' R Us Preschool & Childcare Center
- October 11th – Public Education – Protestant Pre-School, Wayne Montessori School
- October 12th – Public Education – Protestant Pre-School, Bright Beginnings Christian Center, Wayne Opportunity Center
- October 13th – Public Education – Small World Child Care Center & Preschool, Bright Beginnings Christian Center II, Happy Days Day Care-Preschool
- October 16th – Public Education – Antioch Childcare Academy, Kids' R Us Preschool & Childcare Center
- October 18th – Truck Display – Wayne Country Day School
- October 20th – Public Education – St. Mary Catholic School
- October 20th – Truck Display – The Lord's Table
- October 23rd – Public Education – Meadow Lane Elementary School, School Street School
- October 27th – Public Education – Goldsboro Worship Center

October 8 – 14, 2017 is Fire Prevention Week
Theme: "Every Second Counts: Plan 2 Ways Out!"

Working Structure Fires

- 10/4 – 722 W. Chestnut St.
- 10/9 – 307 Beale St.
- 10/17 – 210 S. Slocumb St. A/B
- 10/27 – 621 Isler St.

Working Vehicle Fires

- 10/7 – 2908 W. US 70 HWY
- 10/21 – 602 Wilmington Ave.
- 10/30 – S. Oak Forest Rd. & E. Ash St.

<u>2017</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	268	227	226	206	212	194	204	177	210	218	0	0	214
Structure Fires:	3	4	6	2	2	3	4	4	0	4			3
EMS Calls:	112	100	99	84	71	69	70	65	86	88			84
Vehicle Accidents:	33	35	40	35	38	37	29	27	34	43			35
Fire Alarms:	53	35	38	36	43	43	55	42	43	36			42
Other:	67	53	43	49	58	42	46	39	47	47			49
Training Hours:	3209	2870	3457	2153	2001	2020	1532	1686	1587	2496			2301
Safety Car Seat Checks:	6	16	10	8	12	11	5	13	53	6			14
Inspections:	31	57	53	56	113	120	99	113	70	51			76
<u>2016</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	192	218	216	230	243	229	238	242	247	317	231	219	235
Structure Fires:	5	5	3	8	9	6	3	5	3	2	4	6	5
EMS Calls:	74	68	94	90	81	88	87	80	71	92	87	73	82
Vehicle Accidents:	24	55	45	41	39	36	39	35	51	46	42	44	41
Fire Alarms:	37	30	33	46	60	37	49	52	57	72	35	36	45
Other:	52	60	41	45	54	62	60	70	65	105	61	60	61
Training Hours:	2148	2077	2210	2081	1688	1798	1535	1498	1829	971.5	1426	941.5	1683
Safety Car Seat Checks:	4	1	5	8	3	11	2	16	28	0	11	3	8
Inspections:	45	90	89	87	100	106	96	84	82	37	59	37	76

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.

Goldsboro Police Department

Monthly Report -October 2017

Report Prepared by: Michael D. West MDW/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for October 2017 were 210 compared to 221 for September 2017.

Property with an estimated value of \$113,828 was reported stolen while property with an estimated value of \$20,856 was recovered.

Officers arrested 200 people and 421 citations were issued during the month. There were 76 drug -related charges.

There were 0 report(s) of assault on an officer.

Revenue collected for October 2017 included:

Police Reports	\$126.00
Fingerprints	\$70.00

UCR COMPARISON & TREND														
2017	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	1	0	0	0	4	0	0	0	0	2			7	0.7
Rape(&attempts)	0	0	0	0	0	1	0	0	0	0			1	0.1
Robbery	8	6	9	2	3	10	5	10	2	7			62	6.2
Aggravated Assault	17	23	25	12	18	13	9	20	21	21			179	17.9
Simple Assault	24	29	35	38	31	29	48	46	42	24			346	34.6
Breaking & Entering	24	25	29	45	35	23	34	18	34	23			290	29.0
Larceny	145	104	126	105	135	122	140	142	122	131			1272	127.2
Motor Vehicle Theft	7	1	9	3	4	9	7	8	0	2			50	5.0
Arson	0	0	0	0	0	0	0	0	0	0			0	0.0
TOTALS	226	188	233	205	230	207	243	244	221	210			2207	220.7
2016	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	1	1	0	0	1	1	4	0	0	1	2	0	11	0.9
Rape(&attempts)	0	0	1	1	0	0	1	0	0	0	0	0	3	0.3
Robbery	11	5	4	8	7	9	4	8	5	7	5	11	84	7.0
Aggravated Assault	19	20	33	22	16	40	15	22	15	54	17	34	307	25.6
Simple Assault	48	32	32	41	25	40	43	21	38	36	28	27	411	34.3
Breaking & Entering	63	38	56	36	41	29	36	29	24	47	47	37	483	40.3
Larceny	132	111	89	127	126	111	143	124	80	141	132	117	1433	119.4
Motor Vehicle Theft	8	8	7	3	11	11	10	11	6	10	6	12	103	8.6
Arson	0	0	1	1	0	1	0	1	0	0	0	1	5	0.4
TOTALS	282	215	223	239	227	242	256	216	168	296	237	239	2840	236.7

Prepared by: *W. Scott Barnard* SB/FLB/PM

State Creek Park, in which P&R staff led 19 hikers on an adventure trek!

[illegible]

Public Utilities Department Monthly Report- October 2017

Report prepared by: Michael Wagner

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for October were 7.16 MGD. All of the city's 26 pump stations are operating well with ongoing repairs due to Hurricane Matthew.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly.

Compost Facility

Five hundred and sixty-four cubic yards of compost/mulch was sold in October 2017. The Compost Facility is running smoothly.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2017 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.092	4.974	4.509	4.836	5.080	5.088	5.731	5.403	5.312	5.261			5.128
Sewer**	10.44	8.47	8.21	10.25	12.35	9.06	6.97	6.85	8.41	7.16			8.82
CY Compost	54	546	845	1484	923	836	496	394	538	564			668

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2016 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	4.491	4.592	4.682	4.712	4.933	5.174	5.067	5.155	5.135	5.104	4.845	5.188	4.923
Sewer**	12.99	16.24	10.37	8.01	9.07	6.98	7.32	6.62	8.34	14.81	8.80	8.34	9.82
CY Compost	482	88	610	496	1,234	510	626	572	404	134	308	154	468.2

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

Travel & Tourism Department
Monthly Report – October 2017
Prepared by: Ashlin Glatthar

- 60 inquiries were fulfilled for the month of October by the TTO.
- Total hotel revenue generated in September was \$1,850,210. October earnings report not released at this time.
- Ashlin continues to participate in the Strategic Planning team meetings for the City of Goldsboro to craft the goals, objectives, and initiatives. The team is planning an activity for staff to choose a name for the strategic plan, which will be used for branding and marketing.
- TTO assisted the marketing and promotion efforts for the Taste of Wayne Food Festival held on October 14th.
- Amber and Ashlin worked with Parks & Rec to host the USTA Singles Championship Tournament for the 5th consecutive year. Participation had a record turnout of over 500 players, generating approximately 300 rooms nights and \$200,000 economic impact.
- On October 6th, Ashlin organized a base tour and lunch as an excursion for Cycle NC. There were 15 attendees.
- Ashlin met with Julie Beck and Lynn Williams in Mount Olive to discuss the TDA funds available for their town to use for tourism purposes.
- Due to amendment of state fire codes, Lantern Fest was cancelled. Despite efforts to file a waiver through the state departments and work with elected officials, the event had to be cancelled. Lantern Fest is not communicating with their customers, which has frustration and controversy. The company also denied our request for a deposit refund. We are working with Fayetteville, Cumberland County, and other legal resources to resolve these financial and ethical problems.
- Ashlin continued to meet with James Wade with the Maxwell Center to craft a marketing plan for the grand opening/booking availability of the venue. The plan was proposed at the October board meeting, although lack of quorum delayed a vote to utilize TDA General Funds.
- On October 10th, Ashlin met with the Visit NC office at the Terrace Room to listen to marketing opportunities and what resources are available that Goldsboro/Wayne County can better utilize to promote our destination.
- Ashlin has been working with IT and Jim Hinnant to capture b-roll video footage of sporting events to use for a sport tourism video.
- TTO launched two promotional videos for Adventures of Amber & Ashlin to promote fall festivities and BBQ/Brew scene. These videos have had a combined reach of 16,000 views and impressions.
- Gretchen Reed represented TTO at the October NC Coast Host meeting in Wilson, NC to learn what other tourism offices are doing to promote the eastern region as a whole.
- Ashlin prepared a bid package in response to the Mountains-to-Sea Trail Gathering for 2019 & 2020. Selections should be announced before the end of 2017.

Occupancy Tax Collections YTD

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2017-18	\$81,794	\$70,849	\$71,323	66,920									\$290,886	\$72,722
2016-17	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	75,368	68,577	64,312	64,218	\$844,303	\$70,359
2015-16	\$61,028	\$63,983	\$60,865	\$59,833	\$38,804	\$76,708	\$51,604	\$40,667	\$53,901	74,014	64,909	66,722	\$712,498	\$59,375