



CITY OF WILSON

City Council Meeting Agenda

May 16, 2024 – 7:00 p.m.

City Council Chambers – City Hall

1. Invocation – Reverend Heather Wong, West Nash United Methodist Church
2. Pledge of Allegiance
3. Proclamation and Presentations
 - 3a. Proclamation Proclaiming the Week of May 19-25, 2024 as “National Public Works Week” in the City of Wilson – Accepted by Bill Bass, Director of Public Works
 - 3b. Presentation from United Way of Wilson County – Judy Thurston, Executive Director
 - 3c. Budget Presentation Fiscal Year 2024-2025
4. **Consent Agenda** *(All matters listed are considered to be routine and non-controversial by City Council and will be enacted by one motion. There will be no separate discussion unless a Council member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.):*
 - 4a. Consideration of Approval of Tax Collections Report for March 2024
 - 4b. Consideration of Approval of a Resolution Setting the Date of June 20, 2024 for a Public Hearing for Voluntary Annexation of 31.31 acres and 1.033 acres off Merck Road; Requested by Wilson Economic Development behalf of Paul Tomlinson, Owner (Project # 24-99)
 - 4c. Consideration of Approval of a Resolution Setting the Date of June 20, 2024 for a Public Hearing for Voluntary Annexation of 1.912 acres located off Merck Road; Requested by Wilson Economic Development on Behalf of Constance S. Eason, Owner (Project # 24-176)
 - 4d. Consideration of Approval of a Resolution Setting the Date of June 20, 2024 for a Public Hearing for Voluntary Annexation of 32.24 acres South of International Boulevard; Requested by Wilson Economic Development on behalf of Mark E. and Linda F. Tomlinson, Owners (Project # 24-101)
 - 4e. Consideration of Approval of Proposed Regular City Council Meeting Minutes of April 4, 2024 and April 18, 2024

This agenda can be viewed on the City of Wilson home page at www.WilsonNC.org

Public Hearings

5. Public Hearing Items – Regular

- 5a. Consideration of Approval of Ordinances Directing Repair/Demolition and that the Building Inspector Place a Notice Thereon that the Property is Unfit for Human Habitation and that the Same May Not Be Occupied for the Properties Located at 412 Lee Street, North East (PIN # 3722-33-2216)
- 5b. Consideration of Approval of an Ordinance Declaring Intent of the Permanent Closure of a Portion of the 300 to 400 Blocks of Jones Street, South and the 300-400 Blocks of Douglas Street, South (Project # 24-150)
- 5c. Consideration of an Amendment to the Development Agreement with NSV Wilson, LLC Dated December 22, 2023 and Approval of Associated Property Conveyances

Public Hearing Items – Planning Board

- 5d. Consideration of Approval of Ordinance for Zoning Text Change Request for Chapters 2, 3, 11, 13 and 17 of the City’s Unified Development Ordinance (UDO) (Project # 24-144)

End of Public Hearings

- 6. Consideration of Approval of a Grant Application for FY 2024 Bulletproof Vest Partnership
- 7. Consideration of a Resolution Approving the URP24 Procurement and Disbursement Policy, the Rehabilitation Assistance Policy for Owner-Occupants and an Inter-local Agreement with Wilson County for the 2024 NC Housing Finance Agency Urgent Repair Program
- 8. Consideration of Offer to Purchase Property Located at 405 Gold Street, East
- 9. Consideration of Assignment and Assumption Agreement and Consideration of First Amendment to Development Agreement Dated May 31, 2019 (For Parcels at Hwy 264 East Interchange)
- 10. Report(s)

11. Call on the Audience

<p style="text-align: center;"><u>RULES FOR PERSONS ADDRESSING CITY COUNCIL</u></p> <ul style="list-style-type: none">1. Each speaker must sign-in with city clerk prior to start of City Council meeting.2. During the Call on the Audience portion of the agenda, the city clerk will call on individuals signed in to address Council.3. When called to speak, each speaker will identify him/herself by giving his or her name and place of residence.4. Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.5. Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.
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OFFICE OF THE MAYOR

CITY OF WILSON
North Carolina
INCORPORATED 1849

PROCLAMATION

WHEREAS, public works infrastructure, facilities and services are of vital importance to communities and to the health, safety and well-being of the people of the City of Wilson; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals who plan, build, operate and maintain programs such as engineering, water, sewer, streets, stormwater, signage and signals, solid waste collection, transit and equipment services; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services, as well as the efforts and skill of public works officials; and

WHEREAS, the week of May 19-25, 2024, has been designated National Public Works Week with the theme, "Advancing Quality of Life for All," showing how public works connects us all through infrastructure and service, enhancing the quality of life for the communities these professionals serve;

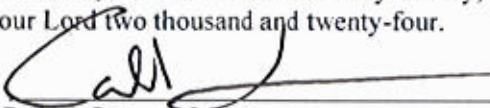
NOW, THEREFORE, I, CARLTON STEVENS, Mayor of the City of Wilson, North Carolina, by the authority vested in me, do hereby proclaim the week of May 19-25, 2024, as

National Public Works Week in Wilson, North Carolina

Furthermore, I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works officials make every day to our health, safety, comfort and quality of life.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Wilson, North Carolina, to be affixed this 16th day of May, in the year of our Lord two thousand and twenty-four.


Carlton Stevens, Mayor

DATE 4/01/24
 TIME 12:38:02
 USER GJOYNER

Wilson County
 TAX COLLECTIONS REPORT ALL RCGDS BY UNIT/YEAR
 DEPOSIT DATE RANGE 3/01/2024 THRU 3/31/2024
 YEAR RANGE 2013 THRU 2024

PAGE 10
 PROG# CL2223A

CURR TAX YEAR: 2023

REVENUE UNIT: CWI CI-WILSON

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2024		21.35	25,596.58		1,400.37	24,196.21	2,023.27	5,188.67	19,007.54
2023	24,654,500.75		1,361,403.64	75.27	966,750.31	25,049,154.08	92,408.83	24,076,321.63	972,832.45
2022	401,235.55			75.76	8,369.55	392,866.00	7,160.47	129,319.52	263,546.48
2021	169,045.54				65.66	168,979.88	2,441.98	31,998.01	136,981.87
2020	118,176.87				63.41	118,113.46	1,148.31	16,345.44	101,768.02
2019	97,725.14				56.20	97,668.94	661.63	9,631.63	88,037.31
2018	94,796.02				62.45	94,733.57	529.16	4,407.97	90,325.60
2017	85,643.10					85,643.10	153.80	3,776.36	81,866.74
2016	79,507.77					79,507.77	118.00	2,319.99	77,187.78
2015	74,480.46					74,480.46	119.01	2,398.63	72,081.83
2014	71,476.55					71,476.55	119.01	1,951.68	69,524.87
2013	79,283.85					79,283.85	119.01	1,525.19	77,758.66
TOTAL	25,925,871.60	21.35	1,387,000.22	151.03	976,767.95	26,336,103.87	107,002.48	24,285,184.72	2,050,919.15
CURRENT INTEREST & COLLECTORS FEES									
							3,236.96	23,113.54	
PRIOR INTEREST & COLLECTORS FEES									
							2,857.00	35,368.01	
TOTAL INTEREST & COLLECTORS FEES									
							6,093.96	58,481.55	
TOTAL PRIOR YEARS TAXES									
							12,570.38	203,674.42	
TOTAL TAXES & INTEREST & COLLECTORS FEES									
							113,096.44	24,343,666.27	
DISCOVERIES TAXES & INTEREST									
							2,023.27	5,188.67	
NET									
							111,073.17	24,338,477.60	
CURRENT YEAR PERCENTAGE 96.11									

Ang Rector

DATE 4/01/24
 TIME 12:38:02
 USER GJOYNER

CURR TAX YEAR: 2023

Wilson County
 TAX COLLECTIONS REPORT ALL RGCDs BY UNIT/YEAR
 DEPOSIT DATE RANGE 3/01/2024 THRU 3/31/2024
 YEAR RANGE 2013 THRU 2024

PAGE 20
 PROG# CL2223A

REVENUE UNIT: FMJ CI-MUN DIST1

YEAR	ADDITIONS		DISCOUNTS AND		ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
	TO LEVY MTD	ADDITIONS YTD	TO LEVY MTD	RELEASES YTD				
2024		107.32		14.69	92.63			92.63
2023	71,832.00	54.16		12.56	71,873.60	127.69	67,755.07	4,118.53
2022	1,807.04			74.59	1,732.45		702.61	1,029.84
2021	1,729.03				1,729.03	11.57	355.24	1,373.79
2020	391.80				391.80		351.73	40.07
2019	235.87				235.87		195.53	40.34
2018	198.95				198.95		124.10	74.85
2017	216.31				216.31		123.51	92.80
2016	192.97				192.97		123.51	69.46
2015	218.96				218.96		185.77	33.19
2014	296.32				296.32		94.03	202.29
2013	67.09				67.09		32.11	34.98
TOTAL	77,186.34	161.48		101.84	77,245.98	139.26	70,043.21	7,202.77
CURRENT INTEREST & COLLECTORS FEES								
						4.46	138.91	
PRIOR INTEREST & COLLECTORS FEES								
						.54	632.79	
TOTAL INTEREST & COLLECTORS FEES								
						5.00	771.70	
TOTAL PRIOR YEARS TAXES								
						11.57	2,288.14	
TOTAL TAXES & INTEREST & COLLECTORS FEES								
						144.26	70,814.91	
DISCOVERIES TAXES & INTEREST								
NET								
						144.26	70,814.91	
CURRENT YEAR PERCENTAGE 94.26								

Ang Oster

DATE 4/01/24
 TIME 12:38:15
 USER GJOYNER

CURR TAX YEAR: 2023

Wilson County
 TAX COLLECTIONS REPORT ALL RCGDS BY UNIT/YEAR
 DEPOSIT DATE RANGE 3/01/2024 THRU 3/31/2024
 YEAR RANGE 2013 THRU 2024

PAGE 1
 PROG# CL2223B

ASSESSMENT CODE: MUNC ASSESSMENT FEES

YEAR	BEGINNING LEVY	ADDITIONS		RELEASES		ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
		TO LEVY MTD	ADDITIONS YTD	TO LEVY MTD	RELEASES YTD				
2024			6,870.00		360.00	6,510.00	85.57	595.57	5,914.43
2023			16,590.00		3,570.00	13,020.00	1,399.72	6,792.33	6,227.67
2022	12,955.80				120.00	12,835.80	402.28	5,020.89	7,814.91
2021	3,498.03					3,498.03	60.00	753.61	2,744.42
2020	1,916.17					1,916.17	30.00	290.05	1,626.12
2019	1,184.21					1,184.21		60.00	1,124.21
2018	367.83					367.83			367.83
2017	390.00					390.00		30.00	360.00
2014	5.00					5.00			5.00
2013	1,005.39					1,005.39		5.00	1,000.39
TOTAL	21,322.43		23,460.00		4,050.00	40,732.43	1,977.57	13,547.45	27,184.98
DISCOVERIES							85.57	595.57	
NET							1,892.00	12,951.88	
TOTAL PRIOR YEARS							492.28	6,159.55	
CURRENT YEAR PERCENTAGE									52.16

Amy Carter



City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager

From: Kathy Bangley, CFM, CZO, Director, Development Services

Subject: Voluntary Annexation – Merck Road (Project #24-99)

Issue:

Voluntary annexation of 31.31 acres and 1.033 acres off Merck Road (PINS: 3702-17-5962 and 3702-06-0810). Request by Wilson Economic Development on behalf of Paul Tomlinson Properties, Owner.

Background / Summary:

- 1) City Annexation policy requires consideration of annexation for any properties outside the Corporate Limits that are requesting City services.
- 2) Action required at this time is to set the public hearing to consider adoption of this annexation request.

Fiscal or Other Impact:

This is Project Harbor that is initiated from Wilson Economic Development and will generate new jobs within the Wilson community

Recommendation:

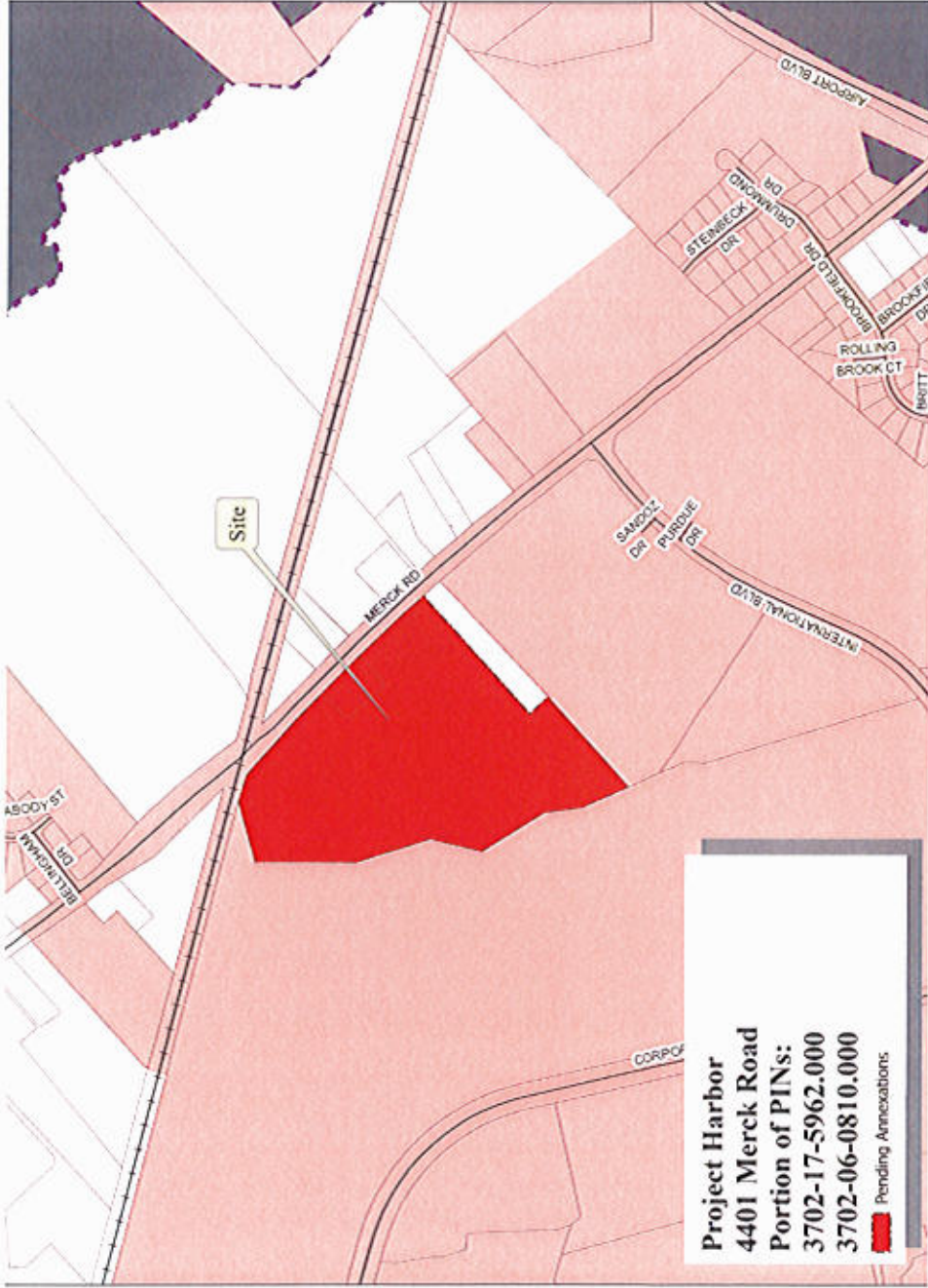
Adopt Resolution of Intent to annex by setting the public hearing for the June 20, 2024 City Council meeting.

Coordination:

Kathy Bangley, CFM, CZO, Director, Development Services, kbangley@wilsonnc.org
Janet Holland, AICP, Land Development Manager, 252.399.2215, jholland@wilsonnc.org

Attachments:

- 1) Location map
- 2) Resolution of Intent setting the public date to consider annexation



**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILSON, NORTH CAROLINA
FIXING A DATE FOR A PUBLIC HEARING
ON THE QUESTION OF AN ANNEXATION BY PETITION
FILED PURSUANT TO N.C.G.S. 160A-31**

WHEREAS, the owners of certain real property contiguous to the City of Wilson, North Carolina, have signed and filed with the City Clerk a petition for annexation of the tract of land more particularly described therein. A copy of said petition is on file at the Land Development office and is incorporated herein by reference; and

WHEREAS, the City Clerk has investigated the sufficiency of the petition pursuant to North Carolina General Statute 160A-31 and has certified that the same is in all respects correct and sufficient;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilson, North Carolina that a public hearing shall be conducted on the 20th day of June, 2024, in the Municipal Building, 112 Goldsboro Street, E, Wilson, North Carolina, wherein the public shall be invited to attend and express their views as to the sufficiency of the petition for annexation and as to whether or not the said property referred in the petition should be annexed, the general description of that property being:

General Description: 32.344 acres located at Merck Road (PINs: 3702-17-5962 and 3702-06-0810).

Beginning at an new iron rebar set, said point having a North Carolina Grid Coordinate NAD 83(2011) of Northing: 727,350.9335 feet and Easting: 2,299,417.6684 feet, said point also being located in the Southern right-of-way line of the Norfolk Southern Railroad, a 100' railroad right-of-way; thence along and with said right of way line of Norfolk Southern Railroad, South 75° 11' 37" East, 143.76 feet to a new iron rebar set, said point being in the western right-of-way line of Merck Road a variable width public right-of-way, cornering; thence along and with said right-of-way, South 46° 37' 54" East, 361.76 feet to a point; thence South 44°40'26" East, 147.67 feet to a point; said point being in the Western Right-of-Way of Merck Road, a variable width Public-right-of-way, said point also having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 726,960.7595 feet and Easting of 2,299,983.4488 feet; thence South 46°16'09" West, 175.25 feet to a point, cornering; thence South 43°43'51" East, 250.00 feet to a point, cornering; thence North 46°16'09" East, 184.65 feet to a point, said point being in the western right of way of Merck Road; thence along a curve to the right, said curve having a radius of 7,750.03 feet and a chord of South 44°24'08" East, 440.84 feet to a new iron rebar set, said point having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 726,471.6511 feet and Easting: 2,300,471.5030 feet, cornering; thence leaving aforementioned right of way line of Merck Road, South 47°01'43" West,

773.19 feet to a new iron rebar set, cornering; thence South 44°43'17" East, 107.45 feet to a new iron rebar set, cornering; thence South 46°54'46" West, 600.71 feet to a new iron rebar set, said point having a North Carolina Grid Coordinate NAD 83(2011) of Northing: 725,457.5249 feet and Easting: 2,299,542.5664 feet, cornering; thence North 23°42'55" West, 251.26 feet to a point; thence North 07°33'09" West, 181.97 feet to a point; thence North 31°48'07" West, 356.78 feet to a point; thence North 13°36'24" East, 258.63 feet to a point, said point having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 726,422.9523 feet and Easting: 2,299,290.5206 feet; thence North 17° 22'06" West, 375.48 feet to a point; thence North 00°39'40" East, 487.52 feet to a point; thence North 74°22'18" East, 304.88 feet to the true place of beginning, containing 31.311 acres more or less.

AND

Beginning at an new iron rebar set, said point being in the Western right-of-way of Merck Road, a variable width public-right-of-way, said point also having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 726,960.7595 feet and Easting of 2,299,983.4488 feet; thence running along and with aforementioned right of way of Merck Road, South 45°52'57" East, 250.18 feet to a point, cornering; thence leaving the right of way of Merck Road, South 46°16'09" West, 184.65 feet to a point, cornering; thence North 43°43'51" West, 250.00 feet to a point, cornering; thence North 46°16'09" East, 175.25 feet to the place of beginning, containing 1.033 acres more or less.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to publish a notice of said public hearing once in the Wilson Times at least ten (10) days prior to the date for the public hearing.

DULY ADOPTED this 16th day of May, 2024.

Carlton L. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

Project #: 24-99

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Kathy Bangley, CFM, CZO, Director, Development Services
Subject: Voluntary Annexation – Merck Road (Project# 24-176)

Issue:

Voluntary annexation of 1.912 acres off Merck Road (PIN: 3702-06-3214). Request by Wilson Economic Development on behalf of Constance S. Eason, Owner.

Background/Summary:

- 1) City Annexation policy requires consideration of annexation for any properties outside the Corporate Limits that are requesting City services.
- 2) Action required at this time is to set the public hearing to consider adoption of this annexation request.

Fiscal or Other Impact:

This is Project Harbor that is initiated from Wilson Economic Development and will generate new jobs within the Wilson community

Recommendation:

Adopt Resolution of Intent to annex by setting the public hearing for the June 20, 2024 City Council Meeting.

Coordination:

Kathy Bangley, CFM, CZO, Director, Development Services, kbangley@wilsonnc.org
Janet Holland, Land Development Manager, 252.399.2215, jholland@wilsonnc.org

Attachments:

- 1) Location Map
- 2) Resolution of Intent setting the public hearing date to consider annexation

R-014-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILSON, NORTH CAROLINA
FIXING A DATE FOR A PUBLIC HEARING
ON THE QUESTION OF AN ANNEXATION BY PETITION
FILED PURSUANT TO N.C.G.S. 160A-31**

WHEREAS, the owners of certain real property contiguous to the City of Wilson, North Carolina, have signed and filed with the City Clerk a petition for annexation of the tract of land more particularly described therein. A copy of said petition is on file at the Land Development office and is incorporated herein by reference; and

WHEREAS, the City Clerk has investigated the sufficiency of the petition pursuant to North Carolina General Statute 160A-31 and has certified that the same is in all respects correct and sufficient;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilson, North Carolina that a public hearing shall be conducted on the 20th day of June, 2024, in the Municipal Building, 112 Goldsboro Street, E, Wilson, North Carolina, wherein the public shall be invited to attend and express their views as to the sufficiency of the petition for annexation and as to whether or not the said property referred in the petition should be annexed, the general description of that property being:

General Description: 1.912 acres located at Merck Road (PIN: 3702-06-3214.000).

Beginning at an existing iron pipe, said pipe being in the Western right-of-way of Merck Road, a variable width public-right-of-way, said point also having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 726,391.2905 feet and Easting of 2,300,544.6198 feet; thence leaving the right of way of Merck Road, South 47°07'16" West, 768.63 feet to a new iron rebar set, cornering; thence North 44°43'17" West, 107.45 feet to a new iron rebar set, said point having a North Carolina Grid Coordinate NAD 83(2011) of Northing: 725,944.6179 feet and Easting of 2,299,905.7636 feet, cornering; thence North 47°01'43" East, 773.19 feet to an new iron rebar set, said rebar being in the western right-of-way with aforementioned Merck Road, cornering; thence running with the right of way of Merck Road and along a curve to the right, said curve having a radius of 5,719.43 feet, and a chord bearing and distance of South 42° 17'52" East, 108.65 feet to an existing iron pipe, said iron pipe being the place of beginning, containing 1.912 acres more or less.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to publish a notice of said public hearing once in the Wilson Times at least ten (10) days prior to the date for the public hearing.

DULY ADOPTED this 16th day of May, 2024.

Carlton L. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

Project #: 24-176



CITY OF WILSON

Agenda Item 4d

Meeting Date May 16, 2024

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Kathy Bangley, CFM, CZO, Director, Development Services
Subject: Voluntary Annexation – South of International Boulevard (Project # 24-101)

Issue:

Voluntary annexation of 32.24 acres south of International Blvd (PIN: 3702-12-1673). Request by Wilson Economic Development on behalf of Mark E. and Linda F. Tomlinson, Property Owner.

Background / Summary:

- 1) City Annexation policy requires consideration of annexation for any properties outside the Corporate Limits that are requesting City services.
- 2) Action required at this time is to set the public hearing to consider adoption of this annexation request.

Fiscal or Other Impact:

This is Project Murphy that is initiated from Wilson Economic Development and will generate new jobs within the Wilson community.

Recommendation:

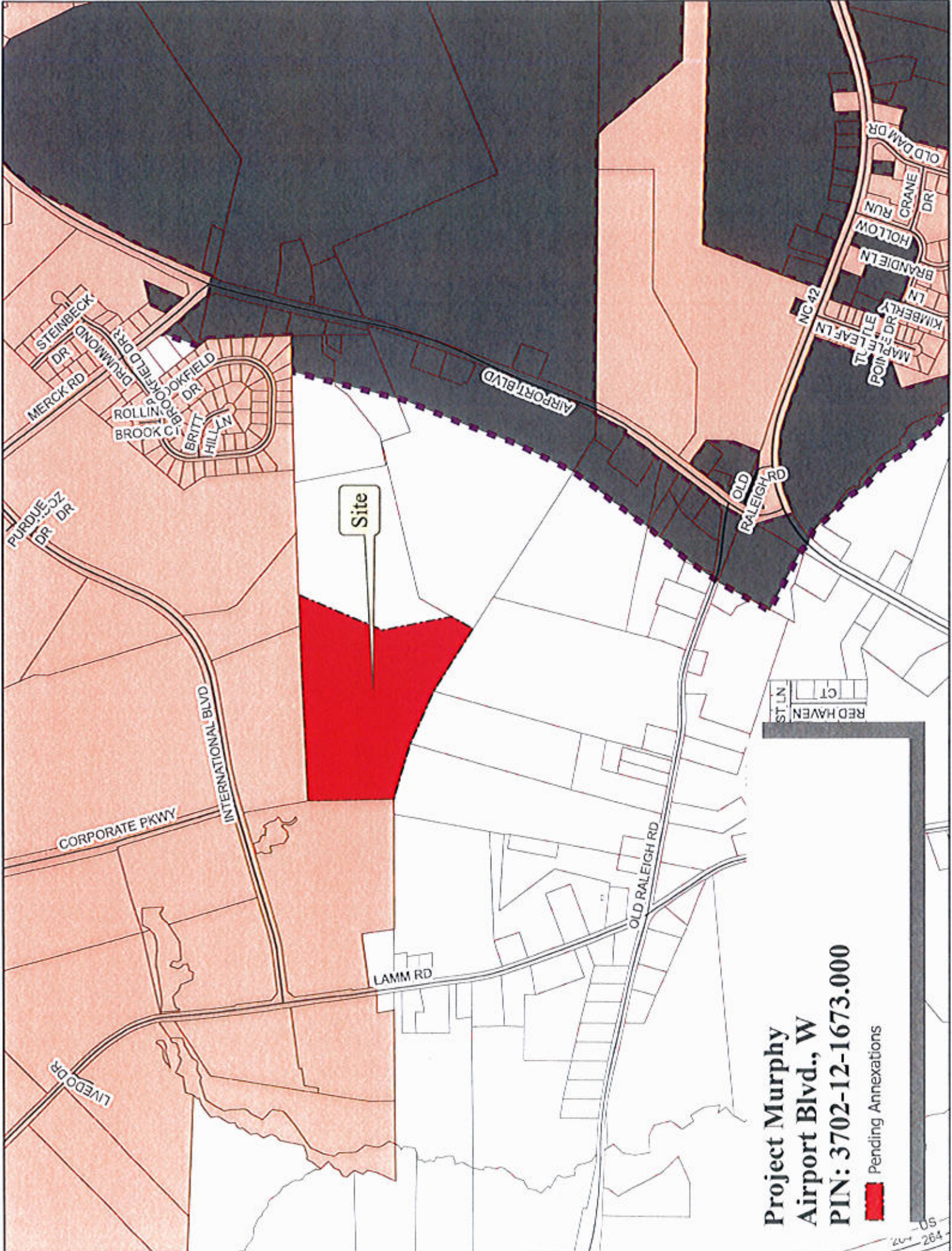
Adopt Resolution of Intent to annex by setting the public hearing for the June 20, 2024 City Council Meeting.

Coordination:

Kathy Bangley, CFM, CZO, Director, Development Services, kbangley@wilsonnc.org
Janet Holland, Land Development Manager, 252.399-2215, jholland@wilsonnc.org

Attachments:

- 1) Resolution
- 2) Location Map



Project Murphy
Airport Blvd., W
PIN: 3702-12-1673.000

 Pending Annexations

R-015-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILSON, NORTH CAROLINA
FIXING A DATE FOR A PUBLIC HEARING
ON THE QUESTION OF AN ANNEXATION BY PETITION
FILED PURSUANT TO N.C.G.S. 160A-31**

WHEREAS, the owners of certain real property contiguous to the City of Wilson, North Carolina, have signed and filed with the City Clerk a petition for annexation of the tract of land more particularly described therein. A copy of said petition is on file at the Land Development office and is incorporated herein by reference; and

WHEREAS, the City Clerk has investigated the sufficiency of the petition pursuant to North Carolina General Statute 160A-31 and has certified that the same is in all respects correct and sufficient;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilson, North Carolina that a public hearing shall be conducted on the 20th day of June, 2024, in the Municipal Building, 112 Goldsboro Street, E, Wilson, North Carolina, wherein the public shall be invited to attend and express their views as to the sufficiency of the petition for annexation and as to whether or not the said property referred in the petition should be annexed, the general description of that property being:

General Description: 32.24 acres located south of International Blvd (PINs: 3702-12-1673.000).

Commencing at an existing iron pipe, said iron pipe being the common corner of parcels owned by now or formerly Tempie Pierce (Deed Book 2413, Page 482 of the Wilson County Register of Deeds) and Ronald Watson (Deed Book 2867, Page 236 of the Wilson County Register of Deeds, said point also having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 721,643.4664 feet and Easting: 2,300.186.0816 feet, thence with said common boundary line North 57°13'40" West, 230.52 feet to a new iron rebar set, The True Place of Beginning; thence along and with common boundary line of Tempie Pierce and Ronald Watson, North 57°13'40" West, 564.02 feet to an existing iron pipe; thence North 68°52'34" West, 444.64 feet to an existing iron pipe, said iron pipe having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 722,233.7910 feet and Easting: 2,299,103.2477 feet; thence North 68°51'52" West, 446.90 feet to an disturbed existing iron axle, cornering; thence North 00°52'41" West, 671.29 feet to an existing iron pipe, said iron pipe having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 723,066.1737 feet and Easting: 2,298,676.1225 feet, cornering; thence North 87°15'06" East, 1,113.06 feet to a disturbed iron stake; thence North 88°02'18" East, 237.67 feet to an existing iron pipe, said pipe having a North Carolina Grid Coordinate NAD 83 (2011) of Northing: 723,127.6490 and Easting: 2,300,025.4283 feet ; thence North 88°02'13" East, 241.06 feet to a new iron rebar set, cornering; thence South 22°37'47" West, 710.52 feet to a new iron rebar set.

cornering; thence South 10°48'07" East, 533.42 feet to a new iron rebar set , cornering; thence South 28°11'01" West, 213.15 feet to the true place of beginning, containing 32.24 acres more or less.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to publish a notice of said public hearing once in the Wilson Times at least ten (10) days prior to the date for the public hearing.

DULY ADOPTED this 16th day of May, 2024.

Carlton L. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

Project #: 24-101



CITY OF WILSON

Agenda Item 5a

Meeting Date May 16, 2024

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Rodger Lentz, Planning & Development Services Director
Subject: Repair/Demolition - 412 Lee Street, North East

Issue: Building is hazardous to the health, safety and welfare of the residents of the City due to violations of Chapter 43 of the City Code regarding minimum maintenance standards for Residential Structures. The structure is structurally unstable, open to the public and constitutes a safety hazard.

Background / Summary: Hearing offered with owner not in attendance, and Facts of Finding submitted to owner. Owner is not able to repair the building. This building is dilapidated and needs to be repaired/demolished.

Fiscal or Other Impact: May cause other surrounding properties to potentially depreciate in value.

Recommendation: Staff recommends repair/demolition ordinance.

Coordination: Brian Pridgen, City Attorney (252)291-3848
Kevin O'Brien, Inspections Division Manager
Jocelyn Drawhorn, Special Projects Coordinator
(252)399-2240, jdrawhorn@wilsonnc.org

Attachments: 1) Map 2) Photos 3) Ordinance







O-026-24

**AN ORDINANCE DIRECTING THE BUILDING INSPECTOR
TO REPAIR/DEMOLISH THE PROPERTY HEREIN
DESCRIBED AS UNFIT FOR HUMAN HABITATION AND
DIRECTING THAT A NOTICE BE PLACED THEREON THAT
THE SAME MAY NOT BE OCCUPIED**

WHEREAS, the City Council of the City of Wilson finds that the property described herein is unfit for human habitation under the City Housing Code, and that all of the provisions of the Housing Code have been complied with as a condition of the adoption of this ordinance; and

WHEREAS, said dwelling should be repaired/demolished as directed by the Building Inspector, and should be placarded by placing thereon a notice prohibiting use of human habitation; and

WHEREAS, the owner of said dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with G.S. 160D-1203(5) pursuant to an order issued by the Building Inspector on August 10, 2022 and the owner having failed to comply with the order.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILSON, that:

SECTION 1. The Building Inspector is hereby authorized and directed to place a sign containing this legend:

"This dwelling is unfit for human habitation; the use or occupancy of this dwelling for human habitation is prohibited and unlawful."

on the dwelling located at the following address: 412 Lee St NE, Wilson, NC; PIN# 3722 33 2216; owned by Margaleine Tondo.

SECTION 2. The Building Inspector is hereby authorized and directed to proceed to repair/demolish the above-described dwelling in accordance with his order to the owner thereof dated the 10th day of August and the Housing Code and G.S. 160D-1203.

SECTION 3. It shall be unlawful for any person to remove or cause to be removed said placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

SECTION 4. The City Clerk shall cause a certified copy of this ordinance to be recorded in the Office of the Register of Deeds of Wilson County and it shall be indexed in the name of the property owner in the Grantor Index.

SECTION 5. The costs of the repair/demolition and the underlying proceedings shall be a lien against the real property upon which the costs are incurred and any other real property of the owner located within the city limits or within one mile thereof except for the owner's primary residence.

SECTION 6. This ordinance shall become effective upon its adoption.

DULY ADOPTED this 16th day of May, 2024.

Carlton L. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

(Seal)

CERTIFICATION

The undersigned duly qualified and acting City Clerk of the City of Wilson does hereby certify that the above Ordinance is a true and correct copy of the Ordinance 0-026-24 as adopted at a legally convened meeting of the City Council of the City of Wilson duly held on 16th day of May, 2024, and further that such Ordinance has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand, this 16th day of May, 2024.

Tonya A. West
City Clerk of the
City of Wilson, North Carolina



CITY OF WILSON

Agenda Item 5b

Meeting Date May 16, 2024

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Janet Holland, AICP, Land Development Manager
Subject: Street Closure of portions of the 300-400 Blocks of Jones Street, South and Douglas Street, South (Project# 24-150)

Issue:

Requesting the permanent street closure of a portion of the 300 to 400 Blocks of Jones Street, South, located between Goldsboro and Lodge Streets, and the closure of the 300 Block and a portion of the 400 Block of Douglas Street, South, located between Hines and South Streets. Request by Bartlett Engineering & Surveying, PC

Background/Summary:

This permanent street closure is in anticipation of the proposed Wilson Ballpark development. The development is being constructed on land leased from the City. To accommodate the site design of the proposed development, it is necessary to close these sections of Jones and Douglas Streets.

Recommendation:

Adopt Ordinance to close the right-of-way permanently.

Coordination:

Kathy Bangle, Director of Development Services, 252.206.5289, kbangle@wilsonnc.org
Janet Holland, Land Development Manager, 252.399.2215, jholland@wilsonnc.org

Attachments:

- 1) Location Map (Exhibit A)
- 2) Legal Description (Exhibit B)
- 3) Closure Ordinance

O-027-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILSON
DECLARING ITS INTENT TO CLOSE
PORTIONS OF THE 300 AND 400 BLOCKS OF JONES STREET S
BETWEEN GOLDSBORO AND LODGE STREETS S
AND
PORTIONS OF THE 300 BLOCK AND THE 400 BLOCK OF
DOUGLAS STREET S BETWEEN HINES AND SOUTH STREETS S
IN THE CITY OF WILSON**

WHEREAS, the City Council of the City of Wilson has caused to be published a notice of intent to close portions of the 300 and 400 Blocks of Jones Street S, portions of 300 Block of Douglas Street S, and the 400 Block of Douglas St S as further described on the attached "Exhibit A", which calls for a public hearing on the question; and, further supported by "Exhibit B" with the legal description of the closure; and

WHEREAS, a copy of the Resolution of Intent to Close portions of the 300 and 400 Blocks of Jones Street S, portions of the 300 Block of Douglas Street S, and the 400 Block of Douglas St S was sent by registered or certified mail to all owners of property adjoining the said streets and a notice of the closing and public hearing was prominently posted in at least 2 places along said streets, all as required by G.S. 160A-299; and

WHEREAS, the public hearing was held on the 21st day of March, 2024, and the City Council determined that the closing of portions of Jones Street, S between Goldsboro and Lodge Streets, S, portions of Douglas Street, S between Hines and South Streets S is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSON DOES HEREBY ORDAIN:

1. That the portion of Moore Street between Stemmerly Street and Gay Street and west of Pender Street in the City of Wilson, Wilson County, North Carolina as shown in the map marked "Exhibit A" and "Exhibit B", is hereby permanently closed.
2. That the City of Wilson does hereby reserve and perpetually retain any and all existing utility easements and rights of way located within the above-referenced portions of Jones and Douglas Streets.

This ordinance shall become effective from and after its adoption and a certified copy of this ordinance shall be filed in the Office of the Register of Deeds for Wilson County, North Carolina.

DULY ADOPTED this 16th day of May, 2024.

Carlton A. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

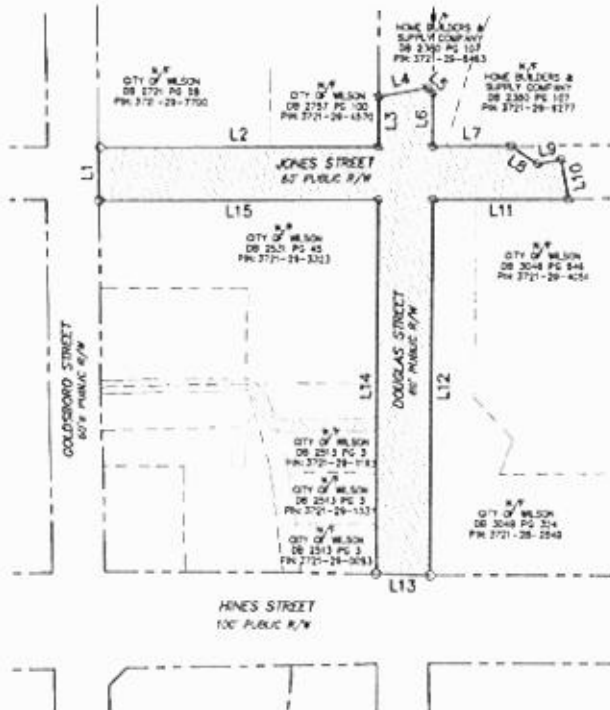
Exhibit A

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**SURVEY FOR
CITY OF WILSON
STREET CLOSING
JONES STREET
DOUGLAS STREET
WILSON TOWNSHIP
WILSON COUNTY
NORTH CAROLINA**

61,193 SQ. FT. OF
R/W TO BE CLOSED

THIS MAP MAY NOT BE A CERTIFIED SURVEY, AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS, AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



Line #	Length	Direction
L1	59.97	N49°12'51"E
L2	317.98	S40°20'59"E
L3	56.29	N50°09'25"E
L4	56.85	S50°05'55"E
L5	8.28	S04°54'03"W
L6	59.98	S50°05'30"W
L7	89.16	S40°18'43"E
L8	35.64	S05°10'48"E

Line #	Length	Direction
L9	27.60	S50°10'48"E
L10	45.36	S39°49'12"W
L11	153.15	N40°16'26"W
L12	426.06	S50°14'12"W
L13	61.93	N38°20'39"W
L14	424.18	N50°09'25"E
L15	317.52	N40°20'59"W



William A. Bartlett
4/12/2024

I, WILLIAM A. BARTLETT, CERTIFY THAT THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS DRAWN FROM A SURVEY MADE UNDER MY SUPERVISION ON SEPTEMBER 20, 2023, THAT ENCROACHMENTS, IF ANY AT THE TIME OF SURVEY, ARE SHOWN.

LEGEND

- ⊙ COMPUTED POINT
- EXISTING IRON PIPE

- NOTES:**
- AREAS COMPUTED BY COORDINATE CALCULATIONS
 - NO GRID MONUMENT FOUND WITHIN 2000'
 - ALL DISTANCES SHOWN ARE HORIZONTAL



(IN FEET)
1 inch = 150 ft.

**BARTLETT
ENGINEERING & SURVEYING, PC**

1906 NASH STREET NORTH
WILSON, NORTH CAROLINA 27893
TEL (252)399-0704 FAX (252)399-0804
License No. C-1551 www.bartletteng.com

DATE: APRIL 2024	CADFILE: 240345C
SCALE: 1"=150'	DRAWN BY: WAB
CLIENT: WC	SURVEYED BY: BF

Exhibit B

LEGAL DESCRIPTION

Street Right-of-Way Closing
For Portions of
Douglas Street and Jones Street

Lying and being in Wilson Township of Wilson County, and being more particularly described as follows: Beginning at an iron pipe at the intersection of the southeasterly right-of-way of Goldsboro Street and the southwesterly right-of-way of Jones Street, thence along the southeasterly right-of-way of Goldsboro Street, N49°12'51"E, 59.97' to an iron pipe, thence along the northeasterly right-of-way of Jones Street, S40°20'59"E, 317.98' to a point, thence along the northwesterly right-of-way of Douglas Street, N50°09'25"E, 56.29' to a point, thence crossing Douglas Street, S50°05'55"E, 56.85', thence S04°54'03"W, 8.28' to a point on the southeasterly right-of-way of Douglas Street, thence along said right-of-way, S50°05'30"W, 59.96' to a point, thence along the northeasterly right-of-way of Jones Street, S40°18'43"E, 89.16' to a point, thence crossing Jones Street, S05°10'48"E, 35.64' to a point, thence S50°10'48"E, 27.60' to a point, thence S39°49'12"W, 45.36' to a point on the southwesterly right-of-way of Jones Street, thence along said right-of-way, N40°16'26"W, 153.15' to a point, thence along the southeasterly right-of-way of Douglas Street, S50°14'12"W, 426.06' to an iron pipe, thence along the northeasterly right-of-way of Hines Street, N38°20'39"W, 61.93' to an iron pipe, thence along the northwesterly right-of-way of Douglas Street, N50°09'25"E, 424.19' to a point, thence along the southwesterly right-of-way of Jones Street, N40°20'59"W, 317.52' to the point of beginning, being 61,193 square feet (1.40 acres), and being a portion of the right-of-way of Douglas Street and Jones Street.

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Wilson does hereby certify that the above Ordinance is a true and correct copy of the Ordinance O-027-24 as adopted at a legally convened meeting of the City Council of the City of Wilson duly held on the 16th day of May, 2024, and further that such Ordinance has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand, this 16th day of May, 2024.

Tonya A. West, City Clerk

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL OF THE CITY OF WILSON
FOR CONVEYANCE OF REAL PROPERTIES FOR DOWNTOWN DEVELOPMENT

WHEREAS, NCGS 160D-1315 authorizes cities to enter into contracts with private developers for the purposes of revitalization of the central business district of the city through a downtown development project; and

WHEREAS, Cities may acquire, construct, own, operate and convey interests in real property for the purpose of a downtown development project as authorized by NCGS 160D-1315 and NCGS 160D-1312(4); and

WHEREAS, the City has entered into a Development Agreement dated December 22, 2023 with NSV Wilson, LLC ("Developer"); and

WHEREAS, the City and Developer desire to amend the Development Agreement; and

WHEREAS, Developer desires to purchase and develop the property for the downtown development project in accordance with the terms of the Development Agreement, and to provide development services to include management, design and construction of public infrastructure improvements to serve the development area together with a public sports and entertainment complex and other public and private development for the public purpose of parks and recreation, parking, utilities, redevelopment and other public purposes; and

WHEREAS, in accordance with the terms of NCGS 160D-1315 and NCGS 160D-1312, and subject to the terms of the Development Agreement and further subject such additional terms as the City Council may impose following a legislative hearing, the City desires to authorize the Amendment to the Development Agreement and the property conveyances described therein; and

THEREFORE, NOTICE is hereby given that the City Council of the City of Wilson will hold a legislative hearing to consider the transactions referred to herein, the more specific terms and conditions of which will be included in the Development Agreement to be entered on or before the conveyance of any property thereunder and available for inspection in the Office of the City Clerk.

NOTICE is further given that the appraised value of any property to be conveyed under the Development Agreement shall be disclosed at the hearing;

NOTICE is further given that the City Council reserves the right to impose such additional or different covenants, conditions and restrictions as it deems appropriate in its discretion.

NOTICE is further given that the City Council of the City of Wilson will hold a public hearing on the conveyance of the Property at its regular meeting on May 16, 2024, at 7:00 p.m. in the City Council Chambers, Municipal Building, 112 North Goldsboro Street, Wilson, North Carolina.

NOTICE is further given the City Council of the City of Wilson intends to approve the conveyance of the property following, but subject to, the legislative hearing.

All interested citizens are invited to appear and be heard.

This the 3rd day of May, 2024.

Touya A. West
City Clerk
City of Wilson
104 Goldsboro St E
Wilson NC 27893
252-399-2302

Additional Supporting Documents Will Be Forthcoming From City Attorney's Office

Agenda Item # 5c

Consideration of an Amendment to the Development Agreement with NSV Wilson, LLC Dated December 22, 2023 and Approval of Associated Property Conveyances

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Planning and Design Review Board, as prepared by Kathy Bangley
Subject: Zoning Ordinance Text Change Request for Chapters 2, 3, 11, 13, and 17
(Project 24-144)

Issue:

On April 2, 2024, the Planning and Design Review Board voted unanimously to recommend approval of the requested zoning ordinance text changes.

Background / Summary:

The text amendments in these chapters are presented in the traditional way. **Deletions are in Red** and **Additions are in Green**. A brief summation of the changes is attached.

Fiscal or Other Impact:

There is no direct fiscal impact.

Recommendation:

PLANNING AND DESIGN REVIEW BOARD RECOMMENDATION:

The Board unanimously adopted the following recommendation for approval: THE PROPOSED AMENDMENT IS REASONABLE DUE TO ITS CONSISTENCY WITH THE FOLLOWING COMPREHENSIVE PLAN POLICIES AND THAT IT BE APPROVED: Part 4: Plan Monitoring and Updating (2030 Comprehensive Plan) and Strategy GI-3.4: Continue to improve development standards in the City's Unified Development Ordinance (2043 Comprehensive Plan).

PROPOSED COUNCIL MOTIONS:

- 1) If you concur with the Planning and Design Review Board’s recommendation, you should adopt the following statement to approve the Zoning Ordinance Text Change Request:

THE PROPOSED AMENDMENT IS REASONABLE DUE TO ITS CONSISTENCY WITH THE FOLLOWING COMPREHENSIVE PLAN POLICIES AND THAT IT BE APPROVED: **Part 4: Plan Monitoring and Updating (2030 Comprehensive Plan) and Strategy GI-3.4: Continue to improve development standards in the City’s Unified Development Ordinance (2043 Comprehensive Plan).**

Then approve the Zoning Ordinance Text Change Request as recommended by the Planning and Design Review Board.

- 2) If you prefer to deny the request, adopt the following statement voting to deny:

THE PROPOSED AMENDMENT IS NOT REASONABLE DUE TO ITS INCONSISTENCY WITH THE FOLLOWING COMPREHENSIVE PLAN POLICIES AND THAT IT BE DENIED: **Part 4: Plan Monitoring and Updating (2030 Comprehensive Plan) and Strategy GI-3.4: Continue to improve development standards in the City’s Unified Development Ordinance (2043 Comprehensive Plan).**

Coordination:

Kathy Bangley, CFM, CZO, Director; 252.206.5289; kbangley@wilsonnc.org.

Janet Holland, AICP, Land Development Manager; 252.399.2215; jholland@wilsonnc.org.

Attachments:

- 1) Proposed Chapter Updates. 2) Ordinance.

Project No. 24-144

The proposed text amendments for Chapters 2, 3, 11, 13, and 17 cover a variety of changes that will improve our ability to serve the Development Community.

The proposed changes to Chapter 3.3 centralize and update the requirements for Boarding Houses within our community. Chapter 43 of the Code of Ordinances addresses the Minimum Housing Standards and will be applicable to all uses in this category. Previously we added MUAHs (Multi-unit Assisted Housing) to this category.

3.3 SUPPLEMENTAL USE STANDARDS - LODGING

3.3.1 BOARDING OR ROOMING HOUSE [ICD, UR]

- A. **Separation Requirement:** Except for such uses existing and properly registered on June 5, 2001, all boarding or rooming houses shall be located a minimum of 1,000 feet from any Family Care Home, Residential Care Facility, Fraternity or Sorority House, Halfway Home and other Boarding or Rooming House
- B. **Development Standards**
 - 1. A Type B Buffer is required along the side and rear property lines.
 - 2. Parking areas shall not be permitted within the front yard.
 - 3. All of the lot area which is not used for parking, sidewalks, buildings, utility structures or site access must be landscaped and maintained.
- C. **Building Criteria**
 - ~~1.— For a structure originally built and used as a hotel, and operating as a properly-registered boarding or rooming house on June 5, 2001 there is a maximum of 1 resident per room (the term "residents," as used herein, shall always include the resident manager and manager's family). For all other boarding or rooming houses the maximum number of residents is 10.~~
 - ~~2.— The minimum size of any sleeping room shall be 200 square feet per resident.~~
 - ~~3.— One full bath consisting of tub or shower, toilet and sink shall be provided for each 4 residents. Bathrooms may be provided as private bathrooms that serve individual sleeping rooms or as common bathrooms, provided that residents have access to bathrooms at the rate of 1 full bath per 4 residents without having to go through a sleeping room other than their own.~~
 - ~~4.— Full kitchen facilities, consisting of a 4-burner stove, oven, sink, refrigerator, food preparation area, and storage areas shall be provided and accessible to all tenants.~~
 - ~~5.— An approved centralized heating system or permanently installed heating unit in each room used for living or sleeping purposes shall be provided. The system or separate units shall be in compliance with all appropriate~~

~~codes and shall be properly sized, located, installed, vented and maintained so as to heat rooms to at least 68 degrees at a level of 3 feet off the floor. Kerosene or wood heaters are not permitted to heat individual rooms.~~

1. All locations will meet the requirements of Chapter 43 of the City's Code of Ordinances.
2. The name, location in the house, hours of availability and telephone number of the manager shall be clearly and appropriately posted on a standard sign mounted in the entryway or near the main entrance inside the building.
3. Signs shall not be painted or displayed on any exterior wall. All signs shall meet the requirements of Chapter 11.

D. Administrative Criteria

1. The owners of all boarding or rooming houses shall register their boarding or rooming houses with the city on forms provided by the Administrator. Such registration shall include among other items the name of the designated manager/operator and contact information with available hours of contact, as well as the owner's name and contact information. The owner shall also ensure that the most current owner and manager's name, address, telephone number, and available hours of contact are provided on the registration forms whenever there is a change in ownership or manager. Failure to properly and correctly register a boarding or rooming house subjects the owner to a late registration fee as set forth in the city's fee schedule.
2. The owner shall serve as a full-time manager or otherwise designate a full-time manager, either of which shall permanently reside on the premises.
3. The designated manager shall ensure that the overall operation is in compliance with the city codes on a daily basis and shall be responsible for responding to notices from the city, scheduling inspections, allowing access for such inspections and, along with the owner, ensuring code violations are addressed. For purposes of code enforcement, notice to the designated manager shall be deemed to be notice to the owner.
4. Inspections for the determination of compliance with city ordinances shall be conducted on an annual basis by the minimum housing inspector, along with the fire prevention officer, building inspector, code compliance office and/or other city official as needed and determined by the minimum housing inspector. Unannounced inspections are permitted, as determined by the minimum housing inspector or other compliance officer, but the regular annual inspection shall be announced and scheduled with the owner or designated manager. Inspections may include research of any and all police calls made regarding the use. Inspection and re-inspection fees shall be set forth in the city's fee schedule.

5. If at any time after a ~~Special-Use-Permit~~ Development Compliance Certificate has been issued for the boarding or rooming house, the ~~Planning and Design Review Board~~ of Adjustment finds that the conditions imposed and agreements made have not been or are not being fulfilled by the holder of a ~~Special-Use-Permit~~ Development Compliance Certificate, the permit shall immediately be terminated and the operation of such a use discontinued. Any such "finding" shall be made in an open meeting of the Board in full compliance with the review process described in Section 15.10.

Proposed changes in this section bring the UDO in alignment with the NC Building Code.

3.4.2 HOME OCCUPATION [R/A, MHR, SR4, SR6, ICD, GR6, UR, RMX, NMX, IMX, CCMX]

A. General Standards

1. The home occupation shall be clearly incidental and secondary to residential occupancy.
2. The use shall be carried on entirely within an enclosed structure on the premises.
3. The home occupation shall be operated by a resident of the dwelling.
- ~~4. A maximum of 25% of the gross floor area of the dwelling unit or 500 square feet, whichever is less, may be used for the home occupation.~~
5. A maximum of 2 full-time equivalent non-residents of the dwelling may be employed on the premises.
6. The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.
7. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises. Parcel delivery services in a frequency not uncommon to a residential district are not prohibited by this paragraph.
8. No equipment or process shall be used in connection with the use which creates noise, vibration, glare, fumes, fire hazard, odors, dust or electrical or communication interference detectable to the normal senses off the premises (in the case of a detached dwelling, off the lot; in the case of an attached unit, outside the dwelling unit). No equipment or process shall be used which creates visual or audible interference in any radio or television receiver off the premises.
9. The home occupation shall not cause an increase in the use of any one or more utilities (water, sewer, electricity, gas, garbage, etc.) such that the combined total use for dwelling and home occupation purposes exceeds a level normally expected in a residential neighborhood.

B. Exterior Appearance

1. Storage of goods and materials associated with the home occupation must be completely within an enclosed structure, except for lots greater than 2 acres in an R/A district outdoor storage is allowed subject to screening requirements of Section 8.8.1B.
2. Only 1 vehicle and 1 utility trailer principally used in connection with the home occupation shall be parked or stored on the premises, and no more than 5 total parking spaces may be provided on the site, except for lots greater than 2 acres in an R/A district 2 vehicles and 2 utility trailers principally used in connection with the home occupation shall be parked or stored on the premises, and no more than 8 total parking spaces may be provided on the site.
3. Parking areas in the front yard shall be limited to the existing residential driveway only. Additional parking may be provided in the rear yard only.
4. No display of goods, products, services or other advertising (except permitted signage as set forth in Chapter 11) shall be visible from outside of the dwelling.

C. Standards for Specific Types of Home Occupations

1. Personal Services, including cosmetic services, hair and nail salons, barber shops, and non-permanent makeup services, may be permitted provided they comply with all of the following:
 - a. Such uses shall meet all applicable state requirements; **including the current NC Building Code.**
 - b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear (and not the front) of the building;
 - c. Only 1 barber/styling chair shall be permitted;
 - d. No more than 2 hair drying chairs shall be permitted;
 - e. Only incidental sales of hair products shall be allowed on the premises;
 - f. Handicapped restroom facilities meeting state building code requirements shall be provided;
 - g. No more than 1 sign identifying, or in any way pertaining to, such uses shall be permitted, and such sign shall meet all requirements of Chapter 11 of this ordinance; and
 - h. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or the accessory building, not split between both.

2. No group instruction service, including but not limited to dance, music, exercise, arts and crafts, may be provided for a group larger than 8 persons.
3. Retail sales shall be limited to the resale of handmade items, foodstuffs, crafts produced on the premises, antiques, jewelry and clothing.

D. Uses Prohibited as Home Occupations: The following uses are prohibited as home occupations because the nature of their operation has the tendency to impair the use and value of properties in a residential district.

1. Residential Care Facilities
2. Any Lodging Uses (as listed on the Use Table in Section 2.7.3)
3. Medical Clinic
4. Personal Services, Restricted
5. Veterinary Services
6. Any Commercial/Entertainment Uses (as listed on the Use Table in Section 2.7.3), except General Commercial
7. Correctional Institution
8. Halfway Homes
9. Day Treatment Center
10. Hospital
11. Any Automotive Uses (as listed on the Use Table in Section 2.7.3)
12. Any Industrial/Wholesale/Storage Uses (as listed on the Use Table in Section 2.7.3)

Proposing the addition of Event Centers as a permitted use with standards in the GC and HC.

3.4.7. EVENT CENTERS [GC, HC]

- A. Event Center, Small, will accommodate 49 or less patrons.
- B. Event Center, Large will accommodate 49 – 100 patrons.
- C. Anything with occupancy greater than 100 will need to be approved as a Night Club per Section 3.5.3.

Proposed changes in Chapter 11 address window signage, monument signage in the CCMX, and Public/Private development project signage.

11.5 SIGNAGE STANDARDS BY CATEGORY

Signage shall be permitted subject to the standards in the tables below. Additional standards for specific signage types are outlined in Section 11.6.






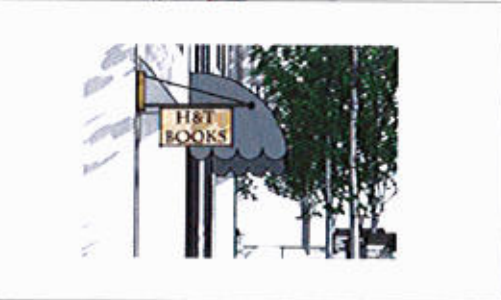

11.5.1 ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A.Wall Signs	R/A, MHR, SR4, SR6, GR6, UR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion; No wall sign shall be permitted on a wall bearing an Original Art Mural. For buildings greater than 2 stories the building maximum will NOT apply	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NC, ICD, NMX, RMX, IMX, CCMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 150 sq ft building maximum.			
	LI, HI, GC, HC	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 250 sq ft building maximum.			
B.Window / Door Signs	All businesses, except Home Occupations, with at least 30 linear feet of windows fronting on a public right-of-way	50% of the gross glass area on any side of the first floor of a building. Included in the building maximum for wall signage.	n/a	Signs shall not be illuminated except for neon lettering on window signs	n/a
C.Awning / Canopy Signs	All businesses, except Home Occupations, on first floor awnings only	50% of the awning area	n/a	Signs shall not be illuminated	1 per public entrance
D.Roof Signs	LI, HI, IMX, CCMX	200 sq ft OR 1 sq ft per linear ft of building wall, whichever is less This sign may substitute for an allowable wall sign only and will be deducted from the total amount of wall signage permitted as calculated in 11.5.1.A	May not exceed the maximum height for the zoning district	No portion of a roof sign shall extend beyond the edge of any exterior wall.	1 per street frontage

11.5.2 FREESTANDING SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Monument Signs	R/A, MHR, SR4, SR6, GR6, UR (non-residential uses only, but not Home Occupations)	25 sq ft per sign	6 ft	5 ft minimum front setback and 10 ft minimum side setback	1 per street frontage
	NC, RMX, NMX, IMX, CCMX	40 sq ft per sign	10 ft	No sign shall be located in any required buffer yard or within 20 ft of any right-of-way intersection.	
	ICD	50 sq ft for the first sign One additional sign per street front of 30 sq ft	10 ft for first sign, 6 ft for additional signs	Signs shall have a base at least 50% wider than the overall width of the sign OR include landscape plantings at the base of the sign.	1 per 300 ft of development lot frontage
	LI, HI, GC, HC	40 sq ft OR 0.25 sq ft per linear foot of lot frontage on public streets up to 120 sq ft total	10 ft 15 ft for street frontage greater than 300 ft on one side	Additional standards and allowances apply for multi-tenant commercial developments according to the provisions of Section 11.6.6	1 per street frontage
	CCMX		4 ft	Design Review Board Approval	
B. Post & Arm Signs	Business and Home Occupations in all districts except IMX and CCMX	4 sq ft per side	4.5 ft	5 ft minimum front setback and 10 ft minimum side setback No sign shall be located in any required buffer yard or within 20 ft of any right-of-way intersection.	1 per public entrance
C. Portable / A-Frame Signs	All businesses except Home Occupations	8 sq ft per side, no more than two sides	4.5 ft	Signs may be located on a public sidewalk, but must maintain at least 48 inches of unobstructed pedestrian space. Signs must be placed within 20 ft of the main entrance. The sign must be removed at the close of business each day. Illumination of signs is prohibited.	1 per public entrance

11.5.3 PERMITTED SIGNAGE TYPES – ATTACHED SIGNS

<p>A. Wall Signs: Flat signs, channel lettering or three-dimensional signs which are painted or attached (parallel) to the wall of a building or structure.</p>	
<p>B. Window/Door Signs: Flat signs or lettering which are painted, hung or otherwise affixed over or behind the window of a building or structure. Window signs must be calculated as part of the wall signage.</p>	
<p>C. Awning/Canopy Signs: Signs integrated into traditional storefront awnings that project over a sidewalk from the building façade.</p>	
<p>D. Roof Signs: A building-mounted sign erected upon and completely over the roof of a building.</p>	
<p>E. Theatre Marquee Signs: Three-dimensional signs projecting from the side of a building which may extend above the roof line and/or incorporate changeable type.</p>	
<p>F. Projecting/Suspended Signs: First Floor (Pedestrian-scaled) signs mounted to the side of the building or underside of a balcony or arcade which can be read from both sides. Development signs that are attached perpendicular to the building above the first floor.</p>	
<p>G. Address/Tenant Identification Signs: Incidental signs that list tenants, unit numbers, address contact information, hours of operation, and similar non-commercial characteristics in a multi-tenant building with common entry.</p>	

11.6.9 MASTER SIGN PLANS

Due to the unique nature of campus type developments, a Master Sign Plan for consideration by the Planning & Design Review Board may be applied for in the ICD, and for developments of Industrial Parks and Business Parks. The plan shall include type, location, dimensions, color scheme, illumination and other elements to assist the board in their decision making process. The board, in making its decision, may consider the surrounding neighborhoods, zoning, land uses, transportation facilities, signage and related factors.

Large Public/Private Partnership projects may request a Master Signage Plan approved by City Council. Council will consider the unique nature of the project when considering the master plan.

11.7.1 WINDOW DISPLAYS

Merchandise, pictures or models of products or services that are incorporated as an integral part of an interior window display. Such signs shall utilize no more than 50% of a window's surface area as measured per section 11.3.

Incidental signs that are not legible from greater than 10 feet shall utilize no more than 50% of a window's surface area as measured per section 11.3.

Proposed change brings the timing of a non-conforming sign losing standing in line with all other non-conformities and the General Statute.

13.7 NONCONFORMING SIGNS *{Section 7-9.14-15}*

13.7.1 STANDARDS

- A. Determination of Nonconformity:** Existing signs which do not conform to the specific provisions of the ordinance may be eligible for the designation "legal nonconforming" provided that:
1. Such signs are properly maintained and do not in any way endanger the public.
 2. The sign was installed in conformance with a valid permit or variance, or complied with all applicable laws on the date of adoption of Chapter 11 of this ordinance.
- B. Loss of Legal Nonconforming Status:** A legal nonconforming sign may lose this designation if:
1. The sign is relocated or replaced.
 2. The structure or size of the sign is altered in any way. This does not refer to change of copy or normal maintenance.
 3. The sign is an independent freestanding structure that has been unused for a period of ~~2-years~~ 180 days.

- C. Maintenance and Repair of Nonconforming Signs:** The legal nonconforming sign is subject to all requirements of this ordinance regarding safety, maintenance, and repair. However, if the sign suffers more than fifty (50) percent damage or deterioration, as based on appraisal, or requires maintenance and/or repair to the extent that a Building, Electrical, Zoning or other permit is required to legally perform such maintenance and/or repair, it must be brought into conformance with this ordinance or removed.
- D. Signs Associated with Nonconforming Uses:** New signs related to legally established nonconforming uses may be erected provided they comply with the sign requirements of the district in which the use is located

The Proposed changes to Chapter 17 include event centers, personal services, and personal services, restricted.

17. DEFINITIONS

EVENT CENTERS premises which are frequently rent or leased for public or private activities (weddings, parties, meetings, and similar events) that are not repeated on a weekly basis, and which are not open to the public on a daily basis at times other than when an event is scheduled. Such uses may include areas for catering preparation and storage, but may not contain a commercial kitchen for cooking.

PERSONAL SERVICES Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers, **and** non-permanent makeup, **tattooing, and piercing** services.

PERSONAL SERVICES, RESTRICTED A personal service establishment that may tend to have a blighting and/or deteriorating effect upon surrounding areas and that may need to be dispersed from other similar uses to minimize its adverse impacts, including check-cashing services **and tattooing, piereing,** and similar services. These uses may also include accessory retail sales of products related to the services provided.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WILSON
TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (UDO)
TO CODIFY/AMEND CHAPTERS 2, 3, 11, 13 AND 17 WITH REGARDS
TO USES, SUPPLEMENTAL STANDARDS, SIGNS, NON-
CONFORMITIES AND BEST PRACTICES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILSON:

SECTION 1. That Chapter 2, entitled “District Standards,” in Section 2.7 entitled “Uses Permitted”, in Section 2.7.3, entitled “Use Table”, the table should be amended as follows:

USE TYPES	RURAL					SUBURBAN							URBAN					References
	RA	OS	MIR	SR4	SRE	NC	GC	HC	KD	LI	H	GRS	UR	RDX	MDX	BOX	CCMX	
A. RESIDENTIAL	RA	OS	MIR	SR4	SRE	NC	GC	HC	KD	LI	H	GRS	UR	RDX	MDX	BOX	CCMX	References
Dwelling-Single Family	P	-	P	P	P	-	-	-	P	-	-	P	P	P	P	-	-	3.2.1
Dwelling-Two Family	-	-	-	-	PS	-	-	-	P	-	-	PS	PS	P	-	-	-	3.2.1
Dwelling-Townhome	-	-	-	-	-	-	PS	PS	P	-	-	P	P	P	P	P	P	3.2.1
Dwelling-Multifamily	-	-	-	-	-	-	PS	PS	P	-	-	PS & CD	PS	PS	PS	PS	PS	3.2.2
Dwelling-Accessory	PS	-	PS	PS	PS	-	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.2.3
Halfway Homes	-	-	-	-	-	-	SUP	-	SUP	-	-	-	-	-	SUP	-	-	3.2.4
Live-Work Units	-	-	-	-	-	PS	PS	PS	PS	-	-	PS	PS	PS	P	P	P	3.2.5
Manufactured Housing	PS	-	PS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.2.6
Manufactured Home Park	-	-	SUP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.2.6
Residential Care Facilities (more than 6 residents)	P	-	-	-	-	PS	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.2.7
Residential Family Care Home (8 or fewer residents)	P	-	P	P	P	-	P	P	P	-	-	P	P	P	PS	PS	PS	3.2.8
B. LODGING	RA	OS	MIR	SR4	SRE	NC	GC	HC	KD	LI	H	GRS	UR	RDX	MDX	BOX	CCMX	References
Bed and Breakfast Homes (up to 8 rooms)	P	-	-	-	-	P	-	-	P	-	-	P	P	P	P	P	P	
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	P	-	-	P	-	-	P	P	P	P	P	P	
Boarding or Rooming House	-	-	-	-	-	-	-	-	PS	-	-	-	PS	-	-	-	-	3.3.1
Campground	SUP	SUP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.3.2
Dormitory	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	PS	-	-	SUP	SUP	SUP	-	-	-	3.3.3
Hotel/Motel	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P	P	P	
C. OFFICE/SERVICE	RA	OS	MIR	SR4	SRE	NC	GC	HC	KD	LI	H	GRS	UR	RDX	MDX	BOX	CCMX	References
ATM	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Banks, Credit Unions, Financial Services	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Business Support Services	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Crematorium	PS	-	-	-	-	PS	PS	PS	-	PS	PS	-	-	-	-	-	-	3.4.1
Dry Cleaning & Laundry Services	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Event Center	-	-	-	-	-	-	PS	PS	-	-	-	-	-	-	-	PS	PS	3.4.7
Funeral Homes	P	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	
Home Occupation	PS	-	PS	PS	PS	-	P	PS	-	-	-	PS	PS	PS	PS	PS	PS	3.4.2
Kennels, Indoor	PS	-	-	-	-	-	PS	PS	-	PS	PS	-	-	PS	PS	PS	PS	3.4.3
Kennels, Outdoor	PS	-	-	-	-	-	-	PS	-	PS	PS	-	-	-	-	-	-	3.4.4

P – Permitted by Right PS – Permitted with Special Standards SUP – Special Use Permit Required
 CD – Permitted as part of an Approved Conditional District Only ND – Permitted in New Development Only

SECTION 2. That Chapter 3, entitled “Supplemental and Temporary Use Standards”, in Section 3.3, entitled “Supplemental Use Standards – Lodging”, revising Section 3.3.1, entitled “Boarding or Rooming House”, should be amended as follows:

3.3.1 BOARDING OR ROOMING HOUSE [ICD, UR]

- A. Separation Requirement:** Except for such uses existing and properly registered on June 5, 2001, all boarding or rooming houses shall be located a minimum of 1,000 feet from any Family Care Home, Residential Care Facility, Fraternity or Sorority House, Halfway Home and other Boarding or Rooming House
- B. Development Standards**
1. A Type B Buffer is required along the side and rear property lines.
 2. Parking areas shall not be permitted within the front yard.
 3. All of the lot area which is not used for parking, sidewalks, buildings, utility structures or site access must be landscaped and maintained.
- C. Building Criteria**
1. All locations will meet the requirements of Chapter 43 of the City's Code of Ordinances.
 2. The name, location in the house, hours of availability and telephone number of the manager shall be clearly and appropriately posted on a standard sign mounted in the entryway or near the main entrance inside the building.
 3. Signs shall not be painted or displayed on any exterior wall. All signs shall meet the requirements of Chapter 11.
- D. Administrative Criteria**
1. The owners of all boarding or rooming houses shall register their boarding or rooming houses with the city on forms provided by the Administrator. Such registration shall include among other items the name of the designated manager/operator and contact information with available hours of contact, as well as the owner's name and contact information. The owner shall also ensure that the most current owner and manager's name, address, telephone number, and available hours of contact are provided on the registration forms whenever there is a change in ownership or manager. Failure to properly and correctly register a boarding or rooming house subjects the owner to a late registration fee as set forth in the city's fee schedule.
 2. The owner shall serve as a full-time manager or otherwise designate a full-time manager, either of which shall permanently reside on the premises.
 3. The designated manager shall ensure that the overall operation is in compliance with the city codes on a daily basis and shall be responsible for responding to notices from the city, scheduling

inspections, allowing access for such inspections and, along with the owner, ensuring code violations are addressed. For purposes of code enforcement, notice to the designated manager shall be deemed to be notice to the owner.

4. Inspections for the determination of compliance with city ordinances shall be conducted on an annual basis by the Neighborhood Improvement Specialist, along with the fire prevention officer, building inspector, code compliance officer and/or other city official as needed and determined by the minimum housing inspector. Unannounced inspections are permitted, as determined by the minimum housing inspector or other compliance officer, but the regular annual inspection shall be announced and scheduled with the owner or designated manager. Inspections may include research of any and all police calls made regarding the use. Inspection and re-inspection fees shall be set forth in the city's fee schedule.
5. If at any time after a Development Compliance Certificate has been issued for the boarding or rooming house, the Board of Adjustment finds that the conditions imposed and agreements made have not been or are not being fulfilled by the holder of a Development Compliance Certificate, the permit shall immediately be terminated and the operation of such a use discontinued. Any such "finding" shall be made in an open meeting of the Board in full compliance with the review process described in Section 15.10.

SECTION 3. That Chapter 3, entitled "Supplemental and Temporary Use Standards", in Section 3.4, entitled "Supplemental Use Standards – Office/Service", Section 3.4.2, entitled "Home Occupation [R/A, MHR, SR4, SR6, ICD, GR6, UR, RMX, NMX, IMX, CCMX]", should be amended as follows:

3.4.2 HOME OCCUPATION [R/A, MHR, SR4, SR6, ICD, GR6, UR, RMX, NMX, IMX, CCMX]

A. General Standards

1. The home occupation shall be clearly incidental and secondary to residential occupancy.
2. The use shall be carried on entirely within an enclosed structure on the premises.
3. The home occupation shall be operated by a resident of the dwelling.
4. A maximum of 2 full-time equivalent non-residents of the dwelling may be employed on the premises.

5. The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.
6. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises. Parcel delivery services in a frequency not uncommon to a residential district are not prohibited by this paragraph.
7. No equipment or process shall be used in connection with the use which creates noise, vibration, glare, fumes, fire hazard, odors, dust or electrical or communication interference detectable to the normal senses off the premises (in the case of a detached dwelling, off the lot; in the case of an attached unit, outside the dwelling unit). No equipment or process shall be used which creates visual or audible interference in any radio or television receiver off the premises.
8. The home occupation shall not cause an increase in the use of any one or more utilities (water, sewer, electricity, gas, garbage, etc.) such that the combined total use for dwelling and home occupation purposes exceeds a level normally expected in a residential neighborhood.

B. Exterior Appearance

1. Storage of goods and materials associated with the home occupation must be completely within an enclosed structure, except for lots greater than 2 acres in an R/A district outdoor storage is allowed subject to screening requirements of Section 8.8.1B.
2. Only 1 vehicle and 1 utility trailer principally used in connection with the home occupation shall be parked or stored on the premises, and no more than 5 total parking spaces may be provided on the site, except for lots greater than 2 acres in an R/A district 2 vehicles and 2 utility trailers principally used in connection with the home occupation shall be parked or stored on the premises, and no more than 8 total parking spaces may be provided on the site.
3. Parking areas in the front yard shall be limited to the existing residential driveway only. Additional parking may be provided in the rear yard only.
4. No display of goods, products, services or other advertising (except permitted signage as set forth in Chapter 11) shall be visible from outside of the dwelling.

C. Standards for Specific Types of Home Occupations

1. Personal Services, including cosmetic services, hair and nail salons, barber shops, and non-permanent makeup services, may be permitted provided they comply with all of the following:
 - a. Such uses shall meet all applicable state requirements; including the current NC Building Code.
 - b. Any exterior entrance/exit to an area of the principal building shall be on the side or rear (and not the front) of the building;
 - c. Only 1 barber/styling chair shall be permitted;
 - d. No more than 2 hair drying chairs shall be permitted;
 - e. Only incidental sales of hair products shall be allowed on the premises;
 - f. Handicapped restroom facilities meeting state building code requirements shall be provided;
 - g. No more than 1 sign identifying, or in any way pertaining to, such uses shall be permitted, and such sign shall meet all requirements of Chapter 11 of this ordinance; and
 - h. All barber/styling chairs and hair drying chairs shall be located together in either the main dwelling or the accessory building, not split between both.
2. No group instruction service, including but not limited to dance, music, exercise, arts and crafts, may be provided for a group larger than 8 persons.
3. Retail sales shall be limited to the resale of handmade items, foodstuffs, crafts produced on the premises, antiques, jewelry and clothing.

D. Uses Prohibited as Home Occupations: The following uses are prohibited as home occupations because the nature of their operation has the tendency to impair the use and value of properties in a residential district.

1. Residential Care Facilities
2. Any Lodging Uses (as listed on the Use Table in Section 2.7.3)
3. Medical Clinic
4. Personal Services, Restricted
5. Veterinary Services
6. Any Commercial/Entertainment Uses (as listed on the Use Table in Section 2.7.3), except General Commercial

7. Correctional Institution
8. Halfway Homes
9. Day Treatment Center
10. Hospital
11. Any Automotive Uses (as listed on the Use Table in Section 2.7.3)
12. Any Industrial/Wholesale/Storage Uses (as listed on the Use Table in Section 2.7.3)

SECTION 4. That Chapter 3, entitled “Supplemental and Temporary Use Standards”, in Section 3.4. entitled “Supplemental Use Standards – Office/Service”, Section 3.4.7, entitled “Event Centers [GC, HC]”, should be added as follows:

3.4.7. EVENT CENTERS [GC, HC]

- A. Event Center, Small, will accommodate 49 or less patrons.
- B. Event Center, Large will accommodate 49 – 100 patrons.
- C. Anything with occupancy greater than 100 will need to be approved as a Night Club per Section 3.5.3.


SECTION 5. That Chapter 11, entitled “Signs,” in Section 11.5, entitled “Signage Standards By Category”, in subsection 11.5.1 “Attached Sign Standards”, in subsection 11.5.1.B, entitled “Window/Door Signs”, the table shall be amended as follows:

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Window / Door Signs	All businesses, except Home Occupations, with at least 30 linear feet of windows fronting on a public right-of-way	50% of the gross glass area on any side of the first floor of a building. Included in the building maximum for wall signage.	n/a	Signs shall not be illuminated except for neon lettering on window signs	n/a

SECTION 6. That Chapter 11, entitled “Signs,” in Section 11.5, entitled “Signage Standards By Category”, in subsection 11.5.2 “Freestanding Sign Standards”, in subsection 11.5.2.A, entitled “Monument Signs”, shall delete CCMX within the existing Permitted Location column and amended with the addition of CCMX as a Permitted Location within the table as follows:

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Monument Signs	CCMX		4 ft	Design Review Board Approval	

SECTION 7. That Chapter 11, entitled “Signs,” in Section 11.5, entitled “Signage Standards By Category”, in subsection 11.5.3 “Permitted Signage Types – Attached Signs”, in subsection 11.5.3.B, entitled “Window/Door Signs”, the table shall be amended as follows:

<p>B. Window/Door Signs: Flat signs or lettering which are painted, hung or otherwise affixed over or behind the window of a building or structure. Window signs must be calculated as part of the wall signage.</p>	
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SECTION 8. That Chapter 11, entitled “Signs,” in Section 11.6 “Other Permitted Signage Standards”, in subsection 11.6.9 entitled “Master Sign Plans”, shall be amended as follows:

11.6.9 MASTER SIGN PLANS

Due to the unique nature of campus type developments, a Master Sign Plan for consideration by the Planning & Design Review Board may be applied for in the ICD, and for developments of Industrial Parks and Business Parks. The plan shall include type, location, dimensions, color scheme, illumination and other elements to assist the board in their decision-making process. The board, in making its decision, may consider the surrounding neighborhoods, zoning, land uses, transportation facilities, signage and related factors.

Large Public/Private Partnership projects may request a Master Signage Plan approved by City Council. Council will consider the unique nature of the project when considering the master plan.

SECTION 9. That Chapter 11, entitled “Signs,” in Section 11.7, entitled “Signs Not Requiring a Permit”, in subsection 11.7.1 “Window Displays”, shall be amended as follows:

11.7.1 WINDOW DISPLAYS

Merchandise, pictures or models of products or services that are incorporated as an integral part of an interior window display. Such signs shall utilize no more than 50% of a window’s surface area as measured per section 11.3.

Incidental signs that are not legible from greater than 10 feet **from the window** shall utilize no more than 50% of a window’s surface area as measured per section 11.3.

SECTION 10. That Chapter 13, entitled “Nonconformities”, in section 13.7 entitled “Nonconforming Signs”, subsection 13.7.1 “Standards”, shall be amended as follows:

B. Loss of Legal Nonconforming Status: A legal nonconforming sign may lose this designation if:

1. The sign is relocated or replaced.
2. The structure or size of the sign is altered in any way. This does not refer to change of copy or normal maintenance.
3. The sign is an independent freestanding structure that has been unused for a period of 180 days.

SECTION 11. That Chapter 17, entitled “Definitions”, in Section 17.3 entitled “Definitions, Use Type”, the text should be amended and inserted alphabetically as follows:

EVENT CENTERS premises which are frequently rented or leased for public or private activities (weddings, parties, meetings, and similar events) that are not repeated on a weekly basis, and which are not open to the public on a daily basis at times other than when an event is scheduled. Such uses may include areas for catering preparation and storage, but may not contain a commercial kitchen for cooking.

PERSONAL SERVICES Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers and non-permanent makeup, tattooing and piercing services.

PERSONAL SERVICES, RESTRICTED A personal service establishment that may tend to have a blighting and/or deteriorating effect upon surrounding areas and that may need to be dispersed from other similar uses to minimize its adverse impacts, including check-cashing services, and similar services. These uses may also include accessory retail sales of products related to the services provided.

SECTION 12. That any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 16 of the UDO. If the violation is continued, each day's violation shall be a separate offense.

SECTION 13. That any violation of this ordinance shall subject the offender to a civil penalty to be recovered by the City in a civil action in the nature of a debt if the offender does not pay any penalty called for hereunder within the prescribed period of time after being cited for violation of the ordinance.

SECTION 14. That this ordinance may be enforced by an appropriate, equitable remedy such as injunction or order of abatement issued from any court of competent jurisdiction.

SECTION 15. That this ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed above.

SECTION 16. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 17. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 18. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED this 16th day of May, 2024.

Carlton L. Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

PROJECT # 24-144

City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager
From: Jeffrey Boykin – Sergeant Wilson Police Department
Subject: FY24 Bulletproof Vest Partnership Grant Application

Issue: The 2024 Bulletproof Vest Partnership (BVP) Grant Program administered by the Office of Justice Programs announced its application period is currently open until June 10, 2024. This grant program assists jurisdictions with up to 50% of the cost of new bulletproof vests with approved applications. The City of Wilson and the Wilson Police Department have participated in this yearly program to absorb the cost of purchasing new bulletproof vests through our annual budget process.

Background / Summary: The BVP Grant Program has contributed a total of approximately \$239,908.07 to the City of Wilson to date for the purchase of new bulletproof vests. The Wilson Police Department has used these grant funds each year to buy new bulletproof vests on a five-year replacement schedule in order to absorb the cost to maintain the integrity bulletproof vest for officers. A different vendor is now used at a lower cost.

Fiscal or Other Impact: The Wilson Police Department is requesting City Council approval for the purchase of 32 bulletproof vests with funds from the grant. This will cover the replacement of officer vests and purchase of vests for new hires. The application process is non-competitive and the Wilson Police Department has successfully applied for this grant for several years.

Recommendation: A total request of \$30,400 for the purchase of 32 bulletproof vests. The grant program is a reimbursement program that pays 50% of the total cost of these vests. If approved, the BVP will pay \$15,200 and the City of Wilson will be responsible for the remaining \$15,200. Bulletproof vests will be purchased after application approval and all receipts will be submitted for the 50/50 reimbursement.

Coordination: Sergeant Jeffrey Boykin – Wilson Police Department

Attachments: None



City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council and City Manager

From: John Morck, Planning & Community Development Manager

Subject: URP24 Procurement and Disbursement Policy, the Rehabilitation Assistance Policy for Owner Occupants and an Inter-local Agreement with Wilson County for the 2024 NC Housing Finance Agency Urgent Repair Program

Issue:

The City of Wilson has been awarded a \$132,000 grant from the N.C. Housing Finance Agency (NCHFA) to carry out the 2024 Urgent Repair Program (URP23). The project must be equally accessible to all residents in Wilson County. NCHFA requires the City have a Procurement and Disbursement Policy and a Rehabilitation Assistance Policy for Owner-Occupants adopted by Council. The City’s draft policies were submitted to NCHFA and Approved. In addition, as the designated housing rehabilitation agency for Wilson County under this program, the City of Wilson is required to enter into an inter-local agreement with Wilson County government

Background / Summary:

The Procurement and Disbursement Policy is written in accordance with 24CFR85.36 specific to URP24. The Rehabilitation Assistance Policy for Owner-Occupants identifies criteria for eligibility for assistance and for prioritizing applicants once they have been determined eligible. The Inter-local agreement authorizes the City to conduct housing rehabilitation activities on behalf of County residents outside City limits.

Fiscal or Other Impact:

None

Recommendation:

Staff recommends approval of the Procurement and Disbursement Policy, the Rehabilitation Assistance Policy for Owner Occupants and the Inter-local agreement.

Coordination:

Mia Harris, Senior Community Development Planner, 252-296-3034, mharris@wilsonnc.org

John Morck, Planning & Community Development Manager, 252-399-2227,

jmorck@wilsonnc.org

Attachments:

- URP24 Rehabilitation Assistance Policy
- URP24 Procurement and Disbursement Policy
- Resolution adopting program policies
- City-County Inter-local Agreement
- Resolution authorizing City Manager to enter into Inter-Local Agreement

City of Wilson
Procurement and Disbursement Policy
2024 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, the City of Wilson (the City) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance and a one-time bid bond of \$750. The City will hold bid bond for as long as the contractor remains on the registry. Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the City's cost estimate, and (c) there is no conflict of interest (real or apparent). Additionally, all contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with both firm certificate and the qualified renovator's letter on file will be invited to bid on pre-1978 homes.
3. All bid information will be available online via the City's Neighborly Software System for all registered contractors. Those not listed may request documents via email, but must register and be approved within the Neighborly system to participate in the online bid opening process.
4. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
5. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.
6. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
7. The City reserves the right to reject any or all bids at any time during the procurement process.
8. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
9. All bids will be scheduled and held online via the Neighborly Software System. All registered and approved contractors will be notified of the dates and if awarded, they will

be notified through the Neighborly Software system. A bid tally will then be sent via email to all bid participants to show how each project was awarded.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City’s Housing Rehabilitation Specialist, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow **21** business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City’s Housing Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the City’s Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the ____ day of _____ 2024.

City of Wilson

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

R-016-24

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILSON
AUTHORIZING THE ADOPTION OF
THE PROCUREMENT AND DISBURSEMENT POLICY, AND THE
REHABILITATION ASSISTANCE POLICY FOR OWNER-OCCUPANTS
TO CARRY OUT THE 2024 URGENT REPAIR PROGRAM (URP24)**

WHEREAS, the City of Wilson has been awarded a \$132,000 Urgent Repair Program grant from the NC Housing Finance Agency to conduct a housing rehabilitation project which must be equally accessible to all of the residents of Wilson County; and,

WHEREAS, Wilson was awarded this grant on the strength of its administrative plan to successfully manage a project of this nature; and,

WHEREAS, the City of Wilson is willing to administer this project for the benefit of all the residents of Wilson County; and,

WHEREAS, in order to obtain release of these funds, the NC Housing Finance Agency is requiring the City to adopt a URP24 Procurement and Disbursement Policy and a Rehabilitation Assistance Policy for Owner-Occupants for this project; and

WHEREAS, the Procurement and Disbursement Policy is written in accordance with 24CFR85.36 specific to URP24 and the Rehabilitation Assistance Policy for Owner-Occupants identifies criteria for eligibility for assistance and for prioritizing applicants once they have been determined eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilson, that the City of Wilson is hereby authorized to adopt the URP24 Procurement and Disbursement policy, and the Rehabilitation Assistance Policy for Owner-Occupants.

DULY ADOPTED this 16th day of May 2024.

Carlton L. Stevens, Mayor

ATTEST: _____
Tonya A. West, City Clerk

NORTH CAROLINA INTERLOCAL AGREEMENT

WILSON COUNTY

This **INTERLOCAL AGREEMENT** is dated _____, 2024 between the CITY OF WILSON (“Wilson”), a municipal corporation and body politic of the State of North Carolina, and WILSON COUNTY (the “County”), a body politic and a political subdivision of the State of North Carolina, collectively referred to as the “Parties”.

WHEREAS, Wilson has been awarded a \$132,000 grant from the NC Housing Finance Agency to conduct a housing rehabilitation project which must be equally accessible to all of the residents of Wilson County; and,

WHEREAS, Wilson was awarded this grant on the strength of its administrative plan to successfully manage a project of this nature; and,

WHEREAS, Wilson is willing to administer this project for the benefit of all the residents of Wilson County; and,

WHEREAS, the County is willing to grant Wilson the authority to engage in housing rehabilitation activities for the purposes of this project throughout its jurisdiction to facilitate the successful implementation of this project; and

WHEREAS, the parties desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements in accordance with N.C.G.S. 160A-460 to 464.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Upon approval of this Agreement by the Parties, Wilson will execute a grant agreement with the NC Housing Finance Agency assuming all obligations and duties under that Agreement for the implementation of the Urgent Repair Program 2024
2. The County grants Wilson the authority to engage in housing rehabilitation activities throughout the County’s jurisdiction for the purposes of this project.
3. The Parties agree that the project will be implemented in accordance with the attached Assistance Policy (Attachment A) which is made a part of this Agreement.
4. It is understood that the County, under this Agreement, assumes no performance obligations or liability, financially or otherwise, under the grant agreement between Wilson and the NC Housing Finance Agency.
5. Wilson shall be responsible, under the grant agreement, for providing all administrative support for implementation of the Urgent Repair Program 2024, such support to be financed directly from grant funds.

6. The Parties agree that all funds needed for this project shall come directly from the NC Housing Finance Agency or as specified in the Assistance Policy.
7. The duration of this Agreement will be until this grant is successfully closed out by the NC Housing Finance Agency.
8. The Parties have the power to amend this Agreement by mutual agreement should the need arise.
9. This Agreement can be terminated by mutual agreement of the Parties.

IN WITNESS WHEREOF, pursuant to resolutions adopted by the governing board of each party, as required by N.C.G.S. 160A-461, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized Managers, all as of the date first written above.

COUNTY OF WILSON

CITY OF WILSON

By: _____
Ron Hunt
Wilson County Manager

By: _____
Grant W. Goings
City Manager

ATTEST:

ATTEST:

County Clerk

City Clerk

(SEAL)

(SEAL)

R-017-24

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILSON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE COUNTY OF WILSON
TO CARRY OUT THE 2024 URGENT REPAIR PROGRAM (URP24)**

WHEREAS, the City of Wilson has been awarded a \$132,000 Repair Program grant from the NC Housing Finance Agency to conduct a housing rehabilitation project which must be equally accessible to all of the residents of Wilson county; and,

WHEREAS, Wilson was awarded this grant on the Strength of its administrative plan to successfully manage a project of this nature; and,

WHEREAS, the City of Wilson is willing to administer this project for the benefit of all residents of Wilson county; and,

WHEREAS, in order to obtain release of these funds, the NC Housing Finance Agency is requiring the City and County to enter into an interlocal agreement for this project; and

WHEREAS, pursuant to a resolution adopted by the County of Wilson, the county is willing to grant the City of Wilson the authority to engage in housing rehabilitation activities throughout its jurisdiction to facilitate the successful implementation of this project; and

WHEREAS, the City of Wilson and the County of Wilson desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements in accordance with N.C.G.S. 160A-460 to 464; and

WHEREAS, under the interlocal agreement, the City will assume all obligations and duties for the implementation of the program, and the County will grant the City the authority to engage in housing rehabilitation activities for the purposes of this project throughout the County's jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilson, that the City Manager is hereby authorized to enter into an interlocal agreement with the county of Wilson, pursuant to N.C.G.S. 160A-461.

DULY ADOPTED this 16th day of May, 2024.

ATTEST:

Tonya A. West, City Clerk

Carlton L. Stevens, Mayor

City of Wilson
Assistance Policy
For the 2024 Cycle of the
Urgent Repair Program

What is the Urgent Repair Program? The City of Wilson has been awarded \$132,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2024 cycle of the Urgent Repair Program ("URP24"). This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. **A total of 10 households will be assisted under URP24.**

This Assistance Policy describes who is eligible to apply for assistance under URP24, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The City of Wilson has designed this URP24 project to be fair, open, and consistent with the City's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund and Agency funds. Additional funds for construction costs are provided by local organizations in the amount of \$20,000.

Eligibility: To be eligible for assistance under URP24 applicants

- 1) must reside within the county limits of the County of Wilson and own and occupy the home in need of repair
- 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) must have a special need (i.e., be elderly, \geq 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with \geq 5 household members or a household with a child below the age of six with lead hazards in the home).
- 4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs

URP24 Statewide Median Income Limits

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$17600	\$29350
2	\$20150	\$33550
3	\$22650	\$37750
4	\$25200	\$41950
5	\$27200	\$45350
6	\$29200	\$48700
7	\$31250	\$52050
8	\$33250	\$55400

*Income limits are subject to change based on annually published Statewide Median Income Limits and will be updated each year. This update will not require a re-approval of the governing authority. Income limits effective 6-15-23.

Outreach Efforts of the Urgent Repair Program The City of Wilson will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the County (The Wilson Times), at senior centers throughout the County, on the local cable news channel 8, with the City's partner referral agencies, and/or on the City website.

Selection of applicants The City has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for City of Wilson's URP22

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Disabled, Elderly or Veteran Head of Household (62 or older)	5
Disabled, Elderly, or Veteran Household Member (not Head of Household)	2
Single-Parent Household (with one or more children in the home)	5
Large Family (5 or more permanent residents)	5
Child under six years of age with lead hazards in the home	2
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of County Median Income	10
30% of County Median Income	5
50% of County Median Income	3
<i>Unserviced Eligible Applicant</i>	<i>Points</i>
Unserviced eligible applicant from previous grant cycles-City or State (client has NEVER received funding)	7

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP24.

Recipients of assistance under the URP24 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP24 are:

- *Elderly:* An individual aged 62 or older.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and evaluated on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.

- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Veteran:* A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. **Must provide a DD214.**
- *Child with lead hazards in the home:* a child below the age of six living in the applicant house which contains lead hazards.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in the Wilson County and provide pamphlets and a list of the agencies with contact information. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.

What is the form of assistance under URP24? The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the City's Housing Rehabilitation Specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP24 is \$12,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP24 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? The City of Wilson is obligated under URP24 to ensure that quality work is done at reasonable prices and that all work is contracted

through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an “approved contractors’ registry”. Please request a copy of the City of Wilson Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the City of Wilson Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. “Responsive and responsible” is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the City of Wilson’s URP24, what work can be done, and who will do it, let’s go through all the major steps in the process:

- 1. Completing an Application form:** Homeowners who wish to apply for assistance must do so by **October 7, 2024**. Apply by contacting Sarah Williams-Artis, Community Development Planner at (252) 399-2230. Proof of ownership and two full months of income will be required. Those who have applied for housing assistance from the City of Wilson in the past will not automatically be reconsidered. A new application will need to be submitted, however additional ranking points will be awarded for qualified but unserved applicants of the previous URP cycle. Unless they meet the definition of Emergency in the Priority Ranking System, all applications received after October 7, 2024 will be placed on a waiting list and served on a first come, first to qualify, first served basis only if funds are available after serving eligible applicants from the initial cycle. Applicants that meet the definition of Emergency will not be served prior to those that are eligible from the ten (10) most qualified applicants in the initial cycle but may be served prior to alternates in the initial cycle. No Emergency applications will be taken after August 1, 2025.
- 2. Screening of applicants:** Applications will be rated and ranked by the City based on the priority system outlined on page 2. The households to be assisted will be selected by **November 15, 2024**. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification and submittal date. Applicants not receiving notification by **December 2, 2024** regarding their application status may contact Sarah Williams-Artis, Community Development Planner at (252) 399-2230 to confirm the disposition of the application. **Applicant interviews:** Selected applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
- 3. Preliminary Walk Thru Inspection:** The City’s Housing Rehabilitation Specialist and grant administrator will visit the homes of selected loan recipients to determine the need and feasibility of repairs/modifications. If the City’s Staff determines that the

repairs exceed the availability of funds allotted for this program, the next qualified applicant will be chosen.

4. **Work write-up:** The City's Housing Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
5. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
6. **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given two weeks in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted online via the City's Neighborly Software System.
7. **Contractor selection:** Within 48 hours of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.
8. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the City of Wilson signing as an interested third party. The cost of the actual work and project related costs up to the maximum amount of \$12,000 will be included in the loan document.
9. **Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.
10. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the

contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP24. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

- 11. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the City of Wilson. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the City and conveyed to the owner.
- 12. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the City of Wilson Procurement and Disbursement Policy.
- 13. Post-construction meeting:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.
- 14. Closeout:** Once each item required to close out the construction contract is complete (all payments, all change orders, Certificate of Final Inspection and Release of Liens) has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 28, 2024.
- Completed Applications must be received at the City of Wilson's Department of Planning and Community Revitalization by 5:00 PM on October 7, 2024.
- Households will be selected from **completed applications** by November 15, 2024.
- All rehabilitation work must be under contract by November 29, 2025.
- All rehabilitation work must be completed by December 31, 2025.

How do I request an application? Just contact:

Sarah Williams-Artis, Community Development Planner
Department of Planning & Community Revitalization
P.O. Box 10
Wilson, NC 27894

(252) 399-2230

Or pick up an application at the City of Wilson Planning & Community Revitalization Department, the County Health Department, or the Department of Social Services office.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of Wilson realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Mia Harris, Senior Community Development Planner within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision of an application.
3. The City of Wilson will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the City's Community Development Manager.
5. Should the mediation conference fail to resolve the dispute, the Community Development Manager will render a written final decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the City of Wilson, or member of the City Council, or entity contracting with the City that exercises any functions or responsibilities with respect to URP24 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, City Council Members and

others closely identified with the City of Wilson, may be approved for rehabilitation assistance only upon public disclosure before the Wilson City Council and written permission from NCHFA.

What about favoritism? All activities under URP24, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about URP24? Any questions regarding any part of this **application** should be addressed to:

Sarah Williams- Artis
Community Development Planner
P.O Box 10 Wilson, NC 27894
252-399-2230

Regarding the **URP24 grant program**:

Mia Harris
Senior Community Development Planner
P.O Box 10
Wilson, NC 27894
(252) 296-3034

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this _____ day of _____ 2024.

City Manager



City Council Agenda Item Cover Sheet

To: Honorable Mayor, Members of City Council, and City Manager

From: Kimberly Van Dyk, Planning & Community Revitalization Director

Subject: Redevelopment Offer - 405 Gold Street, East

Issue:

The City of Wilson has an offer to purchase and redevelop 405 Gold Street from MidSouth Roofing and Construction to review and proceed with the upset bid process.

Background / Summary:

MidSouth Roofing and Construction has proposed an offer to purchase and redevelop the dilapidated 405 Gold Street E building, known as the former Armory building, into its headquarters, including an administrative office, storage facilities, and an employee training center.

Fiscal or Other Impact:

None.

Recommendation:

Staff recommends proceeding with the upset bid process.

Coordination:

Christina Bynum, Business Development Specialist

Attachments:

- Memorandum
- Development Proposal
- Purchase and Development Agreement

MEMORANDUM

To: Kimberly Van Dyk, Planning & Community Revitalization Director

From: Christina Bynum, Business Development Specialist

Date: Tuesday, April 30, 2024

Subject: 405 Gold St. E (Old Armory) Purchase & Development Proposal with MidSouth Roofing & Construction

Introduction

This memo outlines the critical details of the attached purchase and development agreement for the property at 405 Gold St. E (Old Armory) with MidSouth Roofing & Construction (MRC), located at 127 Goldsboro St. S, Wilson, NC 27893. The Old Armory, currently vacant, would be transformed into a thriving hub of activity, generating economic growth and job opportunities for the area.

Present Day Photos



Proposal Summary

- **Purchase Price and Tax Debt:** MRC has offered a purchase price of \$50,000. This price would generate a net profit of \$50,000 for the City, with MRC assuming the outstanding property tax debt of \$31,596.64 at closing.
- **Development Plans:** MRC proposes a minimum investment of \$375,000 within the first two years of ownership. The attached PDA is for a minimum of three years and includes three distinct phases of development. The property would be used as MRC's headquarters, including administrative offices, storage facilities, and an employee training center.
 - Phase 1 (Year 1): Obtain a Certificate of Occupancy (CO) for the renovated storage facilities.

- Phases 2 & 3 (Years 2-3): Complete construction of the remaining headquarters facilities and obtain the final CO for the entire property.
- **Additional Economic Impact:** In addition to a net profit of \$50,000 on the sale, an income of \$31,596.64 will be gained in back taxes. By investing at least \$375,000 in the property, MRC's plan prevents the City from incurring potential demolition costs that could reach \$500,000. This project will result in saving and adaptively reusing a historically significant property in a redeveloping area of our city, job creation, and expanding business. As a Gig East Exchange member business, a local program fostering technology and innovation, this redevelopment project presents an opportunity for MRC to "graduate" from the Exchange and establish a permanent, independent headquarters.

Next Steps

Given the potential economic benefits, it is recommended to:

- **Present the attached Purchase and Development Agreement to the City Council,** which outlines the specific terms of the sale, including the final purchase price, development timeline and phases, and any contingencies for approval.
- **Proceed with the invitation for Upset Bid and publish.**

Christina Bynum
Business Development Specialist



127 Goldsboro Street S, Wilson, NC 27893
252.365.4463

2.5.2024

To whom it may concern,

On behalf of MidSouth Roofing and Construction, I, Bankston Lewis, write this letter in hopes to outline the reason for the City of Wilson to grant MidSouth Roofing and Construction LLC the opportunity to redevelop property 405 Gold Street E, Wilson, NC 27893 referred to in this letter as "The Armory". I will try to be as accurate and detailed as possible with this letter, showing you a clear path as to why MidSouth Roofing and Construction would be the best candidate for this project. Thank you for taking the time to read this letter.

The Amory's History

Getting started, we think it is best to outline the History of Wilson NC's Armory. The Armory was built by The Works Progress Administration (WPA) which was an American New Deal agency that employed millions of jobseekers (mostly men who were not formally educated) to carry out public works projects, including the construction of public buildings and roads. It was set up on May 6, 1935, by presidential order (FDR), as a key part of the Second New Deal. WPA projects were administered by the Division of Engineering and Construction and the Division of Professional and Service Projects. Most projects were initiated, planned and sponsored by states, counties or cities. Nationwide projects were sponsored until 1939.

The WPA built traditional infrastructure of the New Deal such as roads, bridges, schools, libraries, courthouses, hospitals, sidewalks, waterworks, and post-offices, but also constructed museums, swimming pools, parks, community centers, playgrounds, coliseums, markets, fairgrounds, tennis courts, zoos, botanical gardens, auditoriums, waterfronts, city halls, gyms, and university unions. Most of these are still in use today. The amount of infrastructure projects of the WPA included 40,000 new and 85,000 improved buildings. These new buildings included 5,900 new schools; 9,300 new auditoriums, gyms, and recreational buildings; 1,000 new libraries; 7,000 new



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dormitories; and 900 new armories. In addition, infrastructure projects included 2,302 stadiums, grandstands, and bleachers; 52 fairgrounds and rodeo grounds; 1,686 parks covering 75,152 acres; 3,185 playgrounds; 3,026 athletic fields; 805 swimming pools; 1,817 handball courts; 10,070 tennis courts; 2,261 horseshoe pits; 1,101 ice-skating areas; 138 outdoor theatres; 254 golf courses; and 65 ski jumps. Total expenditures on WPA projects through June 1941 totaled approximately \$11.4 billion—the equivalent of \$227 billion today. Over \$4 billion was spent on highway, road, and street projects; more than \$1 billion on public buildings, including the iconic Dock Street Theatre in Charleston, the Griffith Observatory in Los Angeles, and Timberline Lodge in Oregon's Mount Hood National Forest. The WPA made a significant impact on the country's infrastructure.

The Armory was constructed of a triple wall, hard-fired brick displaying an Art Deco Architectural Design. Referencing this architectural designed Armory, we have found evidence that there are at least 10 others in NC that are identical in their original construction. They are in the following cities. Eden, Reidsville, Edenton, Monroe, Raeford, Waynesville, Albemarle, Gastonia, Raleigh, and Washington. Some of them have been restored to new uses while others are stabilized and waiting to be reinvented. The History of Wilson's Armory is not much different than most of these Armory's listed above.

Ownership of the Armory hasn't changed much over the years. We are not sure who originally owned the land, but according to our research the WPA ran its own projects in cooperation with state and local governments, which supplied 10-30% of the costs. Usually, the local sponsor provided land and often trucks and supplies, with the WPA responsible for wages and for the salaries of supervisors, who were not on relief. Learning this information leads us to believe that either the county or the city originally owned the land. At some point in history, the American Legion acquired The Armory. We are unsure if it was gifted or sold. With more research I have found that in 2013 The American Legion essentially gifted the property to the City and County. Then in 2014 The City/County conveyed it to the Non-



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Profit NASH STREET COMMUNITY DEVELOPMENT CORPORATION INC under certain terms. However, just recently the County and City took the property back in 2023, the County relinquished their interest/ownership, and now it is solely belonging to the city. No purchases were made.

MidSouth Roofing and Construction History

MidSouth R&C is owned by Bankston Lewis and Joe R. Dyer JR. Founded in 2018 in Southern Pines, NC, Bankston operated the business but desired to return back to his hometown and become more heavily involved in the redevelopment of Historic Downtown Wilson (HDTW). Joe expressed interest in the same and a partnership was formed in June of 2021. The business specializes in residential and commercial roofing applications and holds several certifications across the industry. They also hold a North Carolina General Contracting License. Since June of 2021 the business has grown and they now occupy 3 office spaces in GigEast Exchange and have 7 full time employees. Also, they have expanded their service foot print to communities such as Knoxville, TN, Edenton, NC, and Calabash, NC. Locally MidSouth was also employed as the General Contractor for The Cardinal Bar and has completed 11 substantial commercial roofing projects in HDTW. In HDTW, they were most recently awarded the Historic Wilson County Train Station Canopy Renovation Project and look forward to getting started soon.

In real estate, Joe and Bankston have also acquired storefront properties in HDTW, 124/126/128 Goldsboro Street and 122 Tarboro Street. The Goldsboro Street properties will be a mixed use development consisting of 4 apartments, and 3 business spaces. The leases and loans for these builds are secured and funded. They also are spearheading the renovation of the alley behind the buildings in coordination with the city, local engineers, and designers. Tarboro Street was purchased from Leder Properties after many months of negotiations. After being purchased, architects were immediately engaged to develop plans to stabilize the building with an entire new roof system including the framing. If you didn't know, half of the roof had caved in. This property is currently acting as a shop and



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storage facility. Upon us being able to relocate to a new shop, we will either white box this space for a future tenant or redevelop ourselves. It is important to note that the while MidSouth services communities far from home, we actively invest at home.

Personally Joe Dyer, co-owner of MidSouth Roofing and Construction, was born in Memphis, TN but grew up in Wilson, NC. He knew that he wanted to be a part of the construction industry from a very young age as his family's business has always been construction. However, he did not begin working full time in the industry until after graduating college when he was exposed to roofing and finally found his niche. Joe teamed up with Bankston in June of 2021 and has been with MidSouth ever since. In his spare time, Joe enjoys spending time with his wife, Alison, and twin daughters, Madelyn and Natalie. When he is not with his girls, he can be found playing golf or grilling and cheering on the Dallas Cowboys.

Personally Bankston Lewis, founder of MidSouth Roofing and Construction, always had a keen interest in the construction industry. Soon after graduating from North Carolina State University with a Horticulture Degree, he transitioned from the landscape industry to the exterior construction field. Bankston enjoys collaborating with designers, architects, and project owners on what details and products work best for the job at hand. Bankston has proven his abilities, becoming a trusted resource for prominent custom home builders and architects, making complex roofing projects seem effortless. That takes a hands-on approach and an appetite for quality improvements and on-site planning revisions. In his spare time, he enjoys working on International Scouts, camping, fishing, and refurbishing local community buildings to enlighten North Carolina's most challenged commercial hubs. He also serves on many Wilson, NC boards such as Gig360 Young Professionals, Eyes on Main Street, The Whirligig Park, The Barton College Wilson Symphony Orchestra, Preservation of Wilson, Wilson Downtown Development Corporation, and Economic Vitality Committee.



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Thoughts on Old Buildings and Your Community

We are already lovers of old buildings, but hopefully the following paragraphs will show you why more people should.

An important part of what gives a city character, and a sense of community is its history. One way of acknowledging this history is by preserving historic buildings and structures. They may be an example of a particular style of architecture, or represent a significant era, or a milestone in the city's history. These historic buildings are worth preserving for several reasons.

Old buildings are witnesses to the aesthetic and cultural history of a city, helping to give people a sense of place and connection to the past. Historic buildings often represent something famous or important to people who live in a city or those visiting.

Recognizing the importance of old buildings to the public and to the country's heritage, Congress enacted the National Historic Preservation Act in 1966. This act works to save historic buildings, explaining, "preservation of this irreplaceable heritage is in the public interest so that its vital legacy of cultural, educational, aesthetic, inspirational, economic, and energy benefits will be maintained and enriched for future generations of Americans."

Older buildings especially those built prior to World War II are often made of higher quality materials. Replacing these buildings with similar rare hardwoods such as heart pine would be impractical and unaffordable. Newer buildings also tend to have a life expectancy of only 30-40 years, whereas many older buildings were made to last. It can make economic sense to retain historic buildings and improve them to meet modern codes and requirements.

Rehabilitating old buildings to their original appearance not only adds character to the area, but can also help attract investment, as well as tourists if the structures are historically significant. For example, a historic but abandoned industrial building can be turned into small business space, or



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a mixed-use development - giving new life to a building and even a whole neighborhood.

Older buildings often are made with unique, valuable materials such as the heart pine, marble, or old brick. They may have detailing and features that you can't find any more like decorative facades, unusual glasswork, or copper lining. Many people feel that because of these, older buildings have their own identity and distinctive character, making them more interesting than modern buildings. An added benefit to retaining and maintaining old buildings old methods of workmanship are also supported.

The importance of recycling has become more and more understood on a household level, but preserving old buildings is recycling on a larger scale. Repairing and reusing existing buildings uses energy and material resources more efficiently and reduces waste. New materials don't need to be created, nor older demolished materials thrown away. Plus, energy for rebuilding is conserved. Also, tearing down structures releases toxins and pollutants in the environment.

MidSouth's Plan

MidSouth's core values are **Respect, Courage, Ownership, Innovation, and Honesty**. We use these words as the backbone for a life we will spend building something. We are building a brand. Our growth and reputation are starting to slowly proceed us. Great companies take time to build. The Armory gives us a foundation to build on.

MidSouth's goal to acquire The Armory is solution driven. We pride ourselves with creating solutions, not problems. The solution we are planning to provide with the redevelopment of The Amory is careers. Careers that are practical and make an impact in the community.

From an article by Associated Builders and Contractors (Feb 9, 2023) - "With nearly 1 in 4 construction workers older than 55, retirements will continue to whittle away at the construction workforce,". "Many of these older construction workers are also



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the most productive, refining their skills over time. The number of construction laborers, the most entry-level occupational title, has accounted for nearly 4 out of every 10 new construction workers since 2012. Meanwhile, the number of skilled workers has grown at a much slower pace or, in the case of certain occupations like carpenter, declined. In 2024, the industry will need to bring in more than 342,000 new workers on top of normal hiring to meet industry demand, and that's presuming that construction spending growth slows significantly in 2024".

This article like many others solidifies the truth that the construction industry has a labor problem. We need people to join the construction industry. MidSouth's responsibility as a Roofing Company is to try and help every way possible with this effort. We are honored, we have a plan, and we need The City of Wilson's help.

LendingTree an advertising-supported deposit account comparison service who monitors over 10,000 banks and credit unions found the following information about young American's and their hometowns.

Living close to family is a top priority for younger adults – 68% of respondents say it's important to them. Men agree slightly more than women (69% versus 67%), and more Gen Z'ers (71%) say it's essential than millennials (67%).

Higher-earning individuals are more likely to say living near family is important – 74% of respondents with household incomes of \$100,000 or more annually say they value it, versus 64% of those earning less than \$35,000.

When asked why living near family is important, 60% say they enjoy being close by. Other reasons include caring for aging parents (13%) and having a sense of community (12%).

This article like many others solidifies the truth that there are young people willing and already living in small town America. With Wilson clearly becoming more of a bedroom community, this only means that there is going to be opportunity to put young people to work. We need these young people to join the construction industry. MidSouth's responsibility as a



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Roofing Company is to try and help every way possible with this effort. We are honored, we have a plan, and we need The City of Wilsons help.

The big picture is that The Armory is approximatley a 15,000 square foot building equipped with high ceilings, ample office space, multiple bays, a parking lot, storage shed, flamable contents shed, and a basement. Our intention is to make this a place to facilitate an operations and training facilitiy for MidSouth Roofing and Construciton. After extensive research, thought, and planning, we have determined that we can redevolpe the space to help provide the solution. With enough space it will allow us to invest in company assets and then the space to train people how to use those assets in the field. Also, we plan to have a personal training facility for our company. It is so common in the construction industry to be unhealthy and we indend to do our part in changing that. We want our community to be strong bodied and strong minded.

We have a "swing big" mentality. We have to make roofing cool. We have to be competitive in our efforts to recrute young people to come work for us. We have to be innovative. Our company cannot continue to grow under our current conditions and expect to be a part of the solution to such an imporant part of our way of life. We believe with growing along side the growth and development of Wilson as a whole that we can help create a natural vaccume of good people to work the construction industry and live here in Wilson. It is not mandatory that we must subcontract all of our roofing labor. We can teach young people how to properly install roofs. For hundreds of years people built their own communities, young people learned the importance of working with their hands, and people took pride in what they built. We can partner with our local schools and nonprofits to help educate the next generation about how to build and maintain our community. We can teach them how to be pridefull about the streets they walk on and the shops they shop in. We can show them the lessons and ways of old and how that has led us to today. The construction industry has so much to offer a young person, and we aim to show them that.



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Why The Amory?

The redevelopment of the Amory to become MidSouth's Operations and Training Facility is a want, not a need. We want the Amory; we don't need it. Let me explain. We could go to 301, we could go to the country, we could go to Forest Hills Road, we could go to anywhere other than a building that must be rebuilt due the last 10 years of unfortunate neglect. We want The Amory so we can accomplish our goal. It would be so ordinary to do anything other than redevelop this Amory. Buy an ordinary metal building they would say. Where is the fun and inspiration in that? How are we supposed to inspire a generation so far removed from manual labor and self-pride in building something, without a foundation for them to stand on that represents that very thing? We pride ourselves on the architectural integrity of Wilson. We pride ourselves in being the most essential element in effort to prevent the demise of a historical structure or any structure for that matter. We take ownership of our workmanship. We want to be a part of the success story that is so evidently abundant in this town. We want to improve all properties able. We want to be an example for other people young and old, that they too can invest in their community. We want to make a positive impact through a tangible lens. We want the story of redeveloping this building to be ingrained in the daily mission of the people in the MidSouth community. We want to tell the story to our Grandkids on how we made a real difference in something. We want to inspire the next generation, to pick up the hammer again, and to be courageous and intentional with their actions and decisions. We want to give people hope, that no matter how hard life gets, you can pick yourself up, dust yourself off, and reinvent yourself to overcome the new world you must enter. This building is a representation to all people, anything can be done.



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How are we going to redevelop The Armory?

We didn't come up with this idea yesterday. In fact, it has been 11 months since we asked the help of a city employee on figuring out "The Armory". Since then, we have consulted with Banking Officials, Architects, Designers, Manufacturers, the State Historic Preservation Office, Consultants, Friends, Family, and MidSouth Employees. The best broad approach we have collectively decided on is as follows.

- **Aquisition** - We must first enter a redevelopment agreement with City of Wilson.
- **First Phase Construction**- We will clean up the building so we can get a solid evaluation of the building and find any unforeseen structural damage. After cleanup, we will take accurate measurements for architectural drawings for the roof and the future interior build out. During this time, we will make repairs to the storage shed, parking lot, fenced perimeter, and obtain a CO for the use of the shed. This also gives us the immediate ability to empty 122 Tarboro street of its contents and begin planning for the completion of that space.
- **Begin Roof Design Plans for Permit approval** - Once the building is cleaned up and a structural evaluation is complete, we will begin drawing plans for a new roof system, window and door plans.
- **Second Phase Construction** - The second phase of construction will include a new roof on the entire structure, all new windows, and all new doors. We will also make the necessary exterior masonry repairs, wash the building, paint exterior masonry, and continue to maintain the overall grounds. This will prevent any further distress to the building and allow us to start using it for its use.
- **Third Phase Construction** - The third phase of construction will be for administration and office space. Although we already have an office at GigEast Exchange and it serves our needs, we will certainly be moving our office to The Armory for logistical and



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practical reasons. We imagine we will have approximately 12 office/cubical spaces in the new space. A conference room, break room, and training room will be additions as well. We believe this space in general will help us triple the size of MidSouth. Approximately 20-25 employees could utilize this space in one way or another.

- **Headquarters Transition and Grand Opening** - We plan to move our entire operation into The Armory in 3 years. This is a practical timeline for us after a preliminary cost analysis, considering market trends, and other project timelines.
- **Continued Improvements and Investment into Building and MidSouthRC Infrastructure** In the meantime, MidSouth R&C will continue to invest in the company by adding additional employees and equipment all while continuing to service the community at large and complete additional development projects. The Armory provides us with a space to help accomplish these goals.

How are we going to pay for it?

To the person reading this letter, you might be wondering how we are going to pay for this redevelopment. After all, the last time the city entered into an agreement over this piece of property, the other person did not hold up their end of the deal.

We are going to pay for it in partnership with a local bank and a lot of blood, sweat, and tears. That's right, sweat equity. As an employer it is often said that you shouldn't ask your employees to do something you wouldn't do. Its "putting your money where your mouth is". To inspire someone, they must see something that inspires them. We think that 30 year olds moving back home, buying properties in distress, and investing in them for their business is inspiring.

Current Condition

We provided drone services to go by the property and take pictures of the current condition of the property. As you can see the



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building is not currently usable. The entire roof is compromised, the windows have either been shot out or have fallen out, The doors are damaged, and the basement is flooded. There is no electrical, hvac, or plumbing. In fact, one may say it is a tear down. We would have to strongly disagree. In our career we have worked in several different towns and witnessed very many "tear downs" proved wrong. We are often times apart of these projects, and while many uniformed people may disagree with us, that is their mistake and loss. We know that we can redeveloppe this property. It may cost more than we originally think, but that tends to happen in construction especially if you don't cut corners.

Our original intention to help with the cost of redevelopment was to redeveloppe the property using historic tax credits. This is commonly used in rehabing historic structures to help with the financial burden. We are currently excersising this method on Goldsboro street. As stated prior, we have consulted with Architects and Consultants about the project. Initialy we had leanred that though this property, being outside the Tobacco Warehouse District, was still "determined eligible" for tax credits. So we were tracking positive thoughts with this process. After reaching out The State Historic Preservation Office representative Lauren A. Poole to see about moving forward she responded with an email reading the following.

Yes, a determination of eligibility (DOE) is typically the result of the Section 106 process, which is triggered by a federal undertaking. It can be an outside project, like a road project, or an internal project, like improvements to a federally owned building or site. If the potential property owner is interested in listing the building in the National Register of Historic Places, they will still need to complete and submit a Study List application. If you are not familiar, the Study List is the preliminary step in the review of potential National Register nominations in North Carolina. The Study List identifies properties that are likely to be eligible for listing in the National Register, giving the "green light" to sponsors to proceed with a formal nomination with reasonable



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assurance that the property can be successfully nominated. Study List applications are reviewed at the tri-annual meeting of the National Register Advisory Committee (NRAC) held in February, June, and October.

Once a property has been added to the Study List, a sponsor can proceed with the preparation of a formal nomination. Nominations are typically written by professional National Register consultants. Our office maintains a list of consultants who have successfully completed nominations in North Carolina that we can share with interested parties. I'm the Historic Preservation Specialist who oversees the National Register and Survey program in Eastern North Carolina, so I will review any drafts of the nomination. Once a final draft is ready, it is reviewed at one of the tri-annual NRAC meetings and if all goes well, the nomination will be sent to the National Park Service (NPS) for review. As long as there are no issues, the property will be listed in the National Register within 45 days.

As you pointed out, a determination of eligibility is usually an indication that a property would be a good candidate for the Study List. However, I do have some concerns about the condition of the building. I will pull the survey file, but I'm guessing that the building had a roof and a floor when it was determined eligible in 2002. The current condition definitely impacts the building's integrity, which will make it more difficult to list in the National Register. However, that does not mean that it is impossible. As Jeff can tell you, we have seen buildings in worse condition get listed, but it might take some upfront investment to restore the building to a listable condition. I will not make any promises at this stage, but I am happy to present this to my colleagues to see if they also think there could be a path forward. If you have any additional photos that you would like to me to share with our staff, please feel free to send them my way.



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After receiving this email, we sent her the same pictures that you have been provided. Her response is below.

I presented the Wilson Armory at the National Register staff meeting last week. The general consensus was that it would be difficult to list the building in the National Register in its current condition. It is possible that the building could be sensitively restored to a listable condition, but any work would be speculative and there is no guarantee that the building would be successfully listed once the work was completed. If the potential buyer is even considering using tax credits for the rehabilitation of the building, I would suggest that they work closely with our Restoration staff to ensure that any improvements to the building are appropriate and meet the Secretary of the Interiors Standards. Any work, including installing a new roof or windows, would need to be guided by documentary evidence (historic plans, historic photographs, etc.). I know you have already spoken with Jeff Adolphsen, but the buyer may also end up working with Reid Thomas (reid.thomas@dncr.nc.gov), our Restoration staff member in the Greenville office. Wilson was originally John Wood's territory, but John retired in August, and we are still figuring out how to split up his territories while we wait to fill his position. I oversee the National Register program in Eastern North Carolina, so I am happy to work with the potential buyer to see if there is a path forward for a nomination. I think the building has historic (and potentially architectural) significance, so it would be great if it could be rehabilitated.

After receiving this email in response and consulting with the architect, we have determined that this will be a long and difficult path to take with no guarantee that tax credits will be awarded, removing any monetary relief in redevelopment.



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Acquisition Proposal

Since the stewardship of NASH STREET COMMUNITY DEVELOPMENT CORPORATION INC began in 2013, they have collected a tax debt of \$31,596.64 and have completely allowed the integrity and use of this structure to diminish to what most people would consider a state of demo. Clearly other than the exterior walls, that provide an eerie like fencing of the property, there is nothing functional. This should not be the case. This building should be in use and increasing in value and it is not.

Our proposal details our intention and is the exact opposite of the NASH STREET COMMUNITY DEVELOPMENT CORPORATION INC. It is to properly steward the property, allow it to be a beacon of inspiration in the community, and appreciate the value of that area.

Demolition of this property would be nothing short of heartbreak for the community. It would be an unnecessary expense for no foreseeable ideology or monetary gain. The cost of demo would be far greater monetarily than the tax burden.

Our proposal is to purchase the property at \$81,596.64. We also propose to complete 1st and 2nd phase of the construction outline within a period of two years and a minimum of \$375,000.00 investment. We don't know how the city would look at this from an accounting perspective. However, we would see it as \$31,596.64 in recovered property taxes, \$50,000.00 in revenue minus expenses, and partnering with a local company who is pledging a swift comprehensive plan of investment starting at \$375,000.00 in an area so desperately in need of thoughtful investment, while saving a historic property.



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In Conclusion

MidSouth Roofing and Construction LLC is responsible for bringing the idea of redeveloping The Armory to the city with no prior knowledge of the city's involvement or any of its prior interest. It was relief to finally learn how we might be able to make this dream come true. From our understanding, we are the only people in the last 10 years that have had any interest in The Armory. We have been consistently working with city officials every step of the way until now to try to save this piece of history. We are proud to present you with the opportunity to enter into an agreement to ensure the restoration of this irreplaceable landmark and hope you find this letter to be a clear representation of our purposeful intention.

Thank you for your consideration.

Bankston Lewis

A handwritten signature in black ink, appearing to read "Bankston Lewis".

Joe Dyer Jr.

A handwritten signature in black ink, appearing to read "Joe R. Dyer".



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[me](https://www.abc.org/News-Media/News-Releases/construction-workforce-shortage-tops-half-a-million-in-2023-says-abc#:~:text=%E2%80%9CWith%20nearly%20%20in%204,refining%20their%20skills%20over%20i).

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PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT, (the "Agreement") made as of the 30th day of April, 2024 (the "Effective Date") between **the City of Wilson**, a body politic and corporate organized and existing under the laws of the State of North Carolina ("City"), and **MidSouth Roofing & Construction LLC**, a North Carolina limited liability company ("Developer").

RECITALS:

WHEREAS, the City desires to promote the health, safety, prosperity and general welfare of the public through the redevelopment of blighted areas within the City of Wilson;

WHEREAS, the City owns certain real property and improvements located thereon situated in Wilson County, North Carolina, known as 405 Gold Street E, Wilson, NC, identified by PIN 3722-51-6466, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the City received an offer from Developer to purchase and redevelop the Property for commercial use in accordance with the proposal attached hereto as Exhibit B (the "Development Plan");

WHEREAS, the City proposes to accept Developer's offer and advertise it for upset bid pursuant to N.C.G.S. §160A-269.

WHEREAS, Developer has agreed to redevelop the Property in accordance with the Agreement as additional consideration for the conveyance of the Property to Developer.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I

The Developer Obligations

Section 1.1 Developer shall redevelop the Property to be used as Developer's new headquarters, containing administrative offices, storage facilities, and an employee training center (the "Project") in accordance with the specifications contained in the Development Plan.

Section 1.2 Developer shall be responsible for constructing, rehabilitating, repairing, and improving the Property in accordance with the Development Plan. To the extent that the provisions of the Development Plan conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 1.3 Developer shall obtain all required building permits from local building and zoning offices.

Section 1.4 Developer shall complete Phase One of the Project as fully set forth in the

Development Plan, which shall include making repairs to the storage shed, parking lot, and fenced perimeter on the Property, on or before August 31, 2025, or such additional reasonable period of time as may be permitted in writing, as evidenced by a Certificate of Occupancy for use of the storage shed.

Section 1.5 Developer shall complete Phase Two and Phase Three of the Project as fully set forth in the Development Plan, and open for business operations, on or before August 31, 2027, or such additional reasonable period of time as may be permitted in writing, as evidenced by a final Certificate of Occupancy.

Section 1.6 Developer, its successors, assigns and grantees, shall cause to be invested in the redevelopment of the Property a minimum investment of Three Hundred Seventy Five Thousand Dollars (\$375,000) to complete the Project.

Section 1.7 Developer, its successors, assigns and grantees, shall not convey the Property to a third party for minimum of sixty (60) months after the conveyance contemplated in this Agreement.

Section 1.8 Developer shall abide by all Deed Restrictions and terms of conveyance as shall be attached to any deed of conveyance of the Property under this Agreement in the form attached hereto as Exhibit C (the "Deed Restrictions").

Section 1.9 Developer shall meet all redevelopment requirements related to local, state and federal law including performing the work in workman like manner that provides new modern heating, electrical and plumbing systems as needed in order to create a comfortably habitable property. All work on the Project shall conform to final approved, site, architectural, and construction plans used to permit the Project.

Section 1.10 Developer shall perform the required work in conformance with the Design Standards attached hereto as Exhibit D (the "Design Standards").

Section 1.11 Developer shall maintain, repair, and administer the Property in accordance with the Design Standards so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the subject property at all times during Developer's term of ownership of the Property and in accordance with the Deed Restrictions.

ARTICLE II CITY Obligations

The City shall convey the Property to the Developer for the Purchase Price and such further consideration of the redevelopment of the Property under the terms of this Agreement, free and clear of encumbrances except for the Deed Restrictions, any other restrictions or easements of record, and any unpaid or delinquent property taxes.

ARTICLE III Books and Records

Developer, its successors, assigns and grantees, shall prepare and maintain, or cause to be prepared and maintained, in accordance with generally accepted accounting principles consistently applied, appropriate books and records, reflecting all capital reserves, money received and all money disbursed by Developer in connection with the Project for a period of two years after the termination of this Agreement. City and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on fifteen (15) day notice at the office of Developer.

ARTICLE IV Conveyance of Real Property

Section 4.1 The City shall convey the Property and Developer shall purchase the Property under the procedures described herein, subject to all Deed Restrictions, for consideration of the terms of this Agreement and the Purchase Price of Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be payable by Developer on the Closing Date. In accordance with N.C.G.S. §160A-269, the Developer shall make a non-refundable deposit of 5% of the Purchase Price at the time of submission of this Agreement to the City, which shall be a credit to the Purchase Price at Closing. Developer shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens, and any other liens that encumber the Property, except the lien of property taxes for the year of Closing, which shall be prorated at Closing.

Section 4.2 The City shall convey the City's interest in the Property by Special Warranty Deed. Any such deed of conveyance shall be subject to a possibility of reverter to the City upon failure of Developer to comply with the terms of this Agreement, the Development Plan or any of the Deed Restrictions. Such failure to comply with this Agreement, the Development Plan or any of the Deed Restrictions shall automatically revert the Property to the City without further action required, free and clear of any lien or encumbrance of Developer, upon default or failure to complete construction of the Project. The reversion interest to the City shall automatically terminate upon the issuance of the Certificate of Occupancy.

Section 4.3 The Due Diligence Period shall commence on the effective date of this Agreement and continue for thirty (30) days unless extended in writing by the parties.

4.3.1 Developer shall have the Due Diligence Period to investigate the Property and the transaction contemplated by this Agreement and to decide whether Developer, in Developer's sole discretion, will proceed with, or terminate, the transaction. During the Due Diligence Period, Developer or Developer's agents or representatives, at Developer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Developer deems appropriate. Developer shall, at Developer's expense, promptly repair any damage to the Property resulting from any activities of Developer and Developer's agents and contractors. This repair obligation shall survive any termination of this Agreement.

4.3.2 Developer shall have the right to terminate the Agreement for any reason or no reason, by delivering to the City written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period). If Developer timely delivers the Termination Notice, the Agreement shall be terminated with no further recourse for either party.

Section 4.4 Closing and Closing Date. The Closing shall be on or before the day that is thirty (30) days after the expiration of the Due Diligence Period unless extended in writing by the parties. Developer shall be entitled to possession at Closing.

Section 4.5 Taxes, Closing Costs, Etc. Taxes and assessments for the current calendar year shall be prorated at Closing. All costs associated with the conveyance of the property and closing of this transaction shall be paid as is customary in local commercial real estate transactions. Notwithstanding the preceding, the City shall pay deed preparation and excise taxes at closing. The Developer shall pay recording fees, title search fees, title insurance costs and settlement agent fees. Any cost and/or fees incurred by Developer or City in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

Section 4.6 Closing Documents.

- (a) **City's Documents.** At Closing, City shall deliver to Developer the following:
- (i) An executed special warranty deed conveying to Developer the Property with Deed Restrictions.
 - (ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen.
 - (iii) An executed settlement statement.
 - (iv) Evidence in form and substance reasonably satisfactory to Developer's title insurer that City has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.
- (b) **Developer's Documents.** At Closing, Developer shall deliver to City the following:
- (i) An executed settlement statement.
 - (ii) Evidence of required capital reserves.
 - (iii) Executed deed acknowledging the Deed Restrictions attached thereto.

Section 4.7 No Warranty; As-Is. DEVELOPER ACCEPTS THAT THE PROPERTY WILL CONVEY IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, AND THAT CITY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ANY PORTION, ASPECT, OR COMPONENT THEREOF, AND EXPRESSLY DISCLAIMS THE SAME. LIKEWISE, CITY MAKES

NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY DOCUMENTS, REPORTS, OR MATERIALS PROVIDED OR MADE AVAILABLE TO PURCHASER BY CITY OR ITS AGENTS, OR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN, AND EXPRESSLY DISCLAIMS THE SAME. THE FOREGOING DISCLAIMERS INCLUDE, BUT ARE NOT LIMITED TO, MATTERS OF TITLE, SURVEY, FINANCIAL PERFORMANCE, PHYSICAL CONDITION (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL CONDITION OR PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES), ZONING, TAX STATUS OR CONSEQUENCES, FITNESS FOR A PARTICULAR PURPOSE OR USE, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, ACCESS TO THE PROPERTY, AND AVAILABILITY OF UTILITIES.

Section 4.8 Risk of Loss Prior to Closing Date. It is understood and agreed that all risk of loss with respect to the Property, except as may be caused by the acts or omissions of Developer or its employees, agents, or contractors, shall remain with the City through Closing. In the event that prior to the Closing Date, the Property is materially damaged, destroyed, or rendered unusable then Developer or City may terminate this Agreement.

Section 4.9 Brokers. The City and Developer each represent to the other that they have not dealt with any real estate broker in connection with the negotiations leading to this Agreement. The City and Developer each agree to indemnify and hold each other harmless from and against the claims of any other brokers or intermediaries claiming to have had any dealings, negotiations or consultations with the indemnifying party in connection with this Agreement or the sale of the Property.

ARTICLE V Representations

Section 5.1 As additional consideration and inducement to enter into this Agreement, Developer represents as follows:

5.1.1 The execution and delivery of this Agreement, compliance with provisions hereof, and the consummation of the transaction contemplated hereby, will not result in any breach or violation of, or constitute a default under, any agreement, contract or other instrument to which the Developer is a party, or by which Developer is bound.

5.1.2 The Developer and its principals are experienced in the purchase, sale, financing, and management of commercial real estate, and are fully capable of evaluating the risks and benefits of undertaking the transaction contemplated by this Agreement. The Developer has voluntarily entered into this Agreement and the transaction contemplated hereunder without relying in any manner on any representations, statements, opinions, or actions of the City or any person or entity purporting to be acting on behalf of the City except as set forth in this Agreement. The Developer has had full opportunity to investigate the Property and has obtained

all information necessary for the Developer to make an informed decision with respect to the transaction contemplated by this Agreement.

5.1.3 The Developer maintains assets of a minimum of \$50,000 through the termination of this Agreement in accordance with Article VI, in order to meet the demands and insure the successful completion of the Project.

ARTICLE VI Term; Termination

Section 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire five (5) years from the Effective Date of this Agreement; provided, however, if the parties agree in writing at least ninety (90) days prior to the expiration of the term, this Agreement may be extended for additional and consecutive periods of six (6) months each.

Section 6.2 Notwithstanding anything contained herein to the contrary, any party hereto may terminate this Agreement upon not less than ninety (90) days written notice to each other party hereunder if all the obligations of both the Developer and City under this Agreement have been fulfilled.

ARTICLE VII Force Majeure

In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

ARTICLE VIII Disclaimer of Liability

No warranties or representations have been made by the City concerning the Project, including without limitation intended, the economic, legal, or physical feasibility of Project, or the suitability of the Property, or the merchantability, fitness or suitability of the completed Project. City hereby disclaims any implied warranty or representation concerning the Project, including without limitation intended, those aspects described in the immediately preceding sentence.

ARTICLE IX Default

Any party (the "Nondefaulting Party") may terminate this Agreement in the event that any other party (the "Defaulting Party") fails for any reason (other than a default by the Nondefaulting Party) to perform any of the Defaulting Party's obligations hereunder: (i) within ten (10) days after written notice of such default is given to the Defaulting Party by the Nondefaulting Party in the

case of any default in making any payment or procuring or maintaining any insurance coverage which is required by this Agreement; and (ii) within thirty (30) days after notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any other default under this Agreement.

ARTICLE X Notices

Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice. All notices shall be sent to the following:

If to CITY:	City of Wilson Attn: Grant Goings, City Manager PO Box 10 Wilson, NC 27894
Copy to:	Cauley Pridgen, P.A. Attn: James P. Cauley, III 2500 Nash Street N Wilson, NC 27896
If to Developer:	MidSouth Roofing & Construction LLC Attn: Bankston Lewis 127 Goldsboro Street S Wilson, NC 27893

ARTICLE XI Miscellaneous

Section 11.1 The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the parties hereto and all persons who succeed to their respective rights and obligations.

Section 11.2 This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

Section 11.3 This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

Section 11.4 This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 11.5 The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.

Section 11.6 Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

Section 11.7 This Agreement was prepared, negotiated, and delivered in the State of North Carolina. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of North Carolina shall govern and control the construction and enforcement of this Agreement.

Section 11.8 The Agreement may be assigned by written agreement of the Parties. Any assignment of this Agreement shall be made in writing and duly executed by the parties. Any such assignee shall be entitled to the same rights and be bound by the same terms and obligations to which the Developer is entitled and bound under this Contract.

Section 11.9 The Developer will not permit any mechanic's or materialman's liens to be placed upon the Property; provided, however, that Developer shall not be in default under this Section if Developer discharges such lien by bonding or otherwise within a reasonable period after the imposition of such lien.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

CITY OF WILSON

By: _____
Grant Goings, City Manager

DEVELOPER

DocuSigned by:
Bankston Lewis
51B1D07AF2884CA

By: _____
Bankston Lewis

Signature Page – Purchase and Development Agreement – 405 Gold Street

EXHIBIT A

Legal Description of Property

PIN: 3722-51-6466
405 Gold Street E

Beginning at a stake on the property line of East Gold Street, which said stake is North 62° 54" West, 60 feet from the intersection of the westerly line of Pender Street with the northerly line of East Gold Street, and from said point runs thence with and along the property line of East Gold Street North 62° 54" West 250 feet, corners and thence North 27° 06" East 108.8 feet, corners and runs thence North 75° 13" East 61.7 feet, corners and runs thence South 62° 54" East 200 feet, corners and thence South 27° 06" West 150 feet to the Beginning. Being lots sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20), of Block "A" as shown upon plat prepared by Lawrence Brett, Engineer, in October, 1972, recorded in Plat Book 1, page 242, of the Wilson County Registry.

This is the same property that was deeded to TOWN OF WILSON and COUNTY OF WILSON, by deed of STATE OF NORTH CAROLINA, dated August 4, 1994, recorded in Book 1531, page 375, Wilson County Registry.

EXHIBIT B

Development Plan

EXHIBIT C

Deed Covenants and Restrictions

1. Developer, or its successor, assign or grantee, shall complete Phase One of the Project on or before August 31, 2025, as evidenced by a Certificate of Occupancy for use of the shed.
2. Developer, or its successor, assign or grantee, shall complete Phase Two and Phase Three of the Project on or before August 31, 2027, as evidenced by a final Certificate of Occupancy.
3. Developer, or its successor, assignee or grantee, shall develop the Property to be used as the Developer's new headquarters, containing administrative offices, storage facilities, and an employee training center, and shall invest a minimum amount of \$375,000 in the property, in accordance with the Development Plan attached hereto at Exhibit B.
4. In the event that Developer, or its successor, assignee or grantee, should fail to complete redevelopment of the project referenced herein within the time allowed in paragraphs 1 and 2 herein, or such additional reasonable period of time as may be permitted in writing, or to comply with the other restrictions and conditions herein contained, the Property shall immediately revert to the City. This reversion interest shall terminate upon completion of the redevelopment of the Property as evidenced by a Certificate of Occupancy.
5. Developer shall at all times in rehabilitating and using said property comply with all state and local Zoning and Building codes and comply with the City of Wilson Ordinances, as amended from time to time.
6. Developer, its successors and assigns agree that the Property is to be conveyed "as is" and subject to existing easements, leases and permits and other matters affecting land titles and without any recourse as against the City for the environmental condition of the Property. Developer acknowledges that the City makes no representations or express or implied warranties as to the suitability of the Property for Developer's intended uses.
7. These covenants and/or agreements are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded.
8. Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant, either to restrain such violation or attempted violation or to recover damages.
9. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the remaining provisions, and all other provisions herein shall remain in full force and effect.
10. Developer, or its successor, assign or grantee, shall prepare and maintain, or cause to be

prepared and maintained, in accordance with generally accepted accounting principles consistently applied, appropriate books and records, reflecting all money received and all money disbursed by Developer, its successors, assigns and grantees in connection with the Property. The City and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on a fifteen (15) day notice to Developer, or its successors, assigns or grantees at the office of Developer, or its successors, assigns or grantees. This restriction shall automatically terminate five years after the recording of this instrument.

11. Developer shall maintain, repair, and administer the Property in accordance with the Design Standards in Exhibit D of this Agreement so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the subject property.

EXHIBIT D

Design Standards

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES

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 historic 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.

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT AND ANNEXATION AGREEMENT**

This Assignment and Assumption of Development Agreement and Annexation Agreement ("*Assignment*") made as of April 14, 2021 by and between BBJ&M Holding Company, LLC, a North Carolina limited liability company ("*BBJ&M*") and F&B Development Company, LLC, a North Carolina limited liability company ("*F&B*").

RECITALS

WHEREAS, BBJ&M entered into that certain Development Agreement dated May 31, 2019 (the "*Development Agreement*") with the City of Wilson (the "*City*") for the development of certain real property located in Wilson County, North Carolina, identified as PIN 2783-54-6361, PIN 2783-62-8755, PIN 2783-62-6618, and PIN 2783-73-0629, as more particularly described therein (the "*BBJ&M Property*");

WHEREAS, BBJ&M entered into that certain Deferred Annexation Agreement dated May 31, 2019 and recorded in Book 2790, Page 456, Wilson County Registry (the "*Annexation Agreement*") with the City of Wilson (the "*City*") for the development of the BBJ&M Property;

WHEREAS, BBJ&M, as Seller, and F&B, as Purchaser, are parties to that certain Offer to Purchase and Contract – Vacant Lot/Land dated February 1, 2021 (as amended from time to time, the "*Purchase Agreement*"), which provides for the purchase of a portion of the BBJ&M Property by F&B (the portion of the BBJ&M Property purchased by F&B shall have the meaning assigned in the Purchase Agreement and shall be referred to herein as the "*Property*");

AND WHEREAS, BBJ&M desires to assign, and F&B desires to acquire and assume any and all of BBJ&M's rights and interests in the Annexation Agreement and the Development Agreement (collectively, the "*Agreements*") related to the development of the Property into a residential subdivision and related commercial development pursuant to this Assignment and upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. BBJ&M hereby grants, assigns, transfers, sets over, conveys, and delivers to F&B and F&B hereby assumes BBJ&M's right, title, and interest in the Agreements. Notwithstanding the foregoing, however, this Assignment does not release BBJ&M from its obligations or liabilities under the Agreements related to the portion of the BBJ&M Property not purchased by F&B pursuant to the Purchase Agreement. BBJ&M hereby acknowledges that it is not released by the City from its obligations as Developer under the Agreements.
2. This Assignment and all undertakings made pursuant hereto shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
3. BBJ&M represents and warrants that: (a) BBJ&M is the sole owner and holder of the Developer's rights in the Development Agreement; (b) BBJ&M has not assigned its rights in the Development Agreement to any other person or entity; (c) to the best of BBJ&M's knowledge, no default has occurred under the Development Agreement; and (d) BBJ&M has performed all covenants, conditions and agreements in all material respects as required by the

Development Agreement except those which are not due to be performed until after the date of this Assignment.

4. BBJ&M represents and warrants that: (a) BBJ&M is the sole owner and holder of the Petitioner's rights in the Annexation Agreement; (b) BBJ&M has not assigned its rights in the Annexation Agreement to any other person or entity; (c) to the best of BBJ&M's knowledge, no default has occurred under the Annexation Agreement; (d) BBJ&M has filed the "Voluntary Petition" as required by Section 1 of the Annexation Agreement; and (e) BBJ&M has performed all covenants, conditions and agreements in all material respects as required by the Annexation Agreement except those which are not due to be performed until after the date of this Assignment
5. This Assignment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original and all of which together shall constitute one agreement. Facsimile and electronically copied signatures shall have the same force and effect as original signatures.
6. This Assignment shall be governed by construed under the laws of the State of North Carolina.
7. In consideration of consent from the City of Wilson to the approval of this Assignment, F&B assumes and agrees to satisfy all obligations of BBJ&M under the Development Agreement and the Annexation Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

F&B:

F&B Development Company LLC,
a North Carolina limited liability company

By: Greyson Berry
Greyson Berry, Manager

BBJ&M:

BBJ&M Holding Company, LLC,
a North Carolina limited liability company

By: Ray McDonald
Ray McDonald, Manager

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") made and entered into this ____ day of April, 2024, by and between City of Wilson, body politic and corporate organized and existing under the laws of the State of North Carolina (the "City") and F&B Development Company, LLC, a North Carolina limited liability company (the "Developer"):

RECITALS:

WHEREAS, City and Developer entered into a Development Agreement dated May 31, 2019, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement") for the development of certain real property described in full in the Agreement, (the "Property");

WHEREAS, the Agreement requires Developer to commence development of the Property into a residential subdivision and related commercial development within five (5) years of the Effective Date (the "Project").

WHEREAS, Developer needs additional time to commence the work contemplated by the Agreement;

WHEREAS, City and Developer desire to extend the work commencement date as follows.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, City and Developer hereby agree as follows:

1. **REAFFIRMATION; INTENTION TO BE BOUND.** Except as provided in this Amendment, each and every term and condition contained in the Agreement will remain in full force and effect. All capitalized terms have the same meaning as set forth in the Agreement excepted as stated herein. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the date of this Amendment. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.
2. **WORK COMMENCEMENT DATE.** Section 1.1 of the Agreement is amended to change "five (5) years" to be "eight (8) years" and shall read as amended as follows: The Developer shall commence development of the Property into a residential subdivision and related commercial development within eight (8) years of the Effective Date ("the "Project"). Evidence of the commencement of the Project shall be the recordation of a final plat of the initial phase of the Project. The initial Project phase shall include a minimum of 20% of the total number of residential lots to be developed. If, at any time after the initial eight (8) year period, there is a period greater than three years where no Substantial Construction Activity as defined herein occurs, the City may, in the City's sole discretion, terminate this Agreement with thirty (30) days written notice to the Developer. Substantial Construction Activity shall mean activity in the development of the Project that requires active building and construction, permits, active construction and installation of new streets and other infrastructure required for the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed under proper authority the day and year first above written.

CITY OF WILSON

Carlton Stevens, Mayor

ATTEST:

Tonya A. West, City Clerk

**DEVELOPER
F&B DEVELOPMENT COMPANY, LLC**


By: Greyson D. Berry, Manager

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, (the "Agreement") made as of the 31st day of May, 2019 (the "Effective Date") between City of Wilson, body politic and corporate organized and existing under the laws of the State of North Carolina (the "City") and BBJ&M Holding Company, LLC, a North Carolina limited liability company (the "Developer").

RECITALS:

WHEREAS, the Developer owns certain real property situated in Wilson County, North Carolina, identified as PIN 2783-54-6361, PIN 2783-62-8755, PIN 2783-62-6618, and PIN 2783-73-0629, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Developer desires to develop the property in accordance with this Agreement and requires sewer services to be provided by the City;

WHEREAS, the City desires to promote the welfare and development of the City of Wilson by providing sewer services to the Developer and increasing the City's taxable base through the annexation of the Property in accordance with NC GS §160A and this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City and the Developer agree as follows:

ARTICLE I **The Developer Obligations**

Section 1.1 The Developer shall commence development of the Property into a residential subdivision and related commercial development within five (5) years of the Effective Date (the "Project"). Evidence of the commencement of the Project shall be the recordation of a final plat of the initial phase of the Project. The initial Project phase shall include a minimum of 20% of the total number of residential lots to be developed. If, at any time after the initial five (5) year period, there is a period greater than three years where no Substantial Construction Activity as defined herein occurs, the City may, in the City's sole discretion, terminate this Agreement with thirty (30) days written notice to the Developer. Substantial Construction Activity shall mean activity in the development of the Project that requires active building and construction permits, active construction and installation of new streets and other infrastructure required for the Project.

Section 1.2 The Developer shall be solely responsible for constructing, developing, and improving the Property.

Section 1.3 The Developer shall secure 100% of the financing for the Project.

Section 1.4 Before the commencement of the initial phase of the Project and any subsequent Project phase, the Developer shall submit to the City for review and approval all construction documents and site plans (together, the "Plans") for the Project that are in conformance with this Agreement. The City shall have thirty (30) days to review said Plans (the

“Review Period”) and shall provide any approval or rejection of the Plans in writing to the Developer on or before the end of the Review Period.

Section 1.5 The Developer shall develop the Project in accordance with the following standards:

1.5.1 The Developer shall maintain a buffer equivalent to a Type C – Option 1 Buffer as described in Chapter 8 the City of Wilson Uniform Development Ordinance (the “UDO”) on the perimeter of the Property that is adjacent to US 264 By-pass and the on/off ramps.

1.5.2 The Developer shall maintain a buffer with a Type A Buffer as outlined in Chapter 8 of the UDO on the perimeter of the Property that is adjacent to US 264 Alternate. Openings in this buffer are permitted for roadway connections, driveways, and signs to the minimum degree required for site distance and access.

1.5.3 All streets in the Project shall be designed, constructed and installed in accordance with the standards set forth in the City of Wilson Engineering Specifications Manual existing as of the date of approval of the Plans and shall include all curb, gutter and sidewalk requirements as specified for the applicable street cross-section.

1.5.4 Developer shall construct the sewer and storm water utility lines and facilities in accordance with the standards set forth in the City of Wilson Engineering Specifications Manual existing as of the date of approval of the Plans and shall cause any such utilities to be inspected per the City requirements in said manual.

Section 1.6 The Developer shall notify the City of all current or future rezoning petitions in writing sixty (60) days prior to any such application being submitted for review. The Developer shall include all conditions and requirements of this Agreement in any and all rezoning petitions.

Section 1.7 The Developer shall not construct, develop or otherwise allow to be maintained the following land uses in the Project area: (i) Mobile Homes or Mobile Home Parks, (ii) Billboards, (iii) Duplexes, (iv) Junk or Salvage Yards, (v) Internet Sweepstakes, (vi) Landfill (vii) Sexually Oriented Business, and/or (viii) Mini Warehouse/Self-storage Facility closer than three hundred (300) feet to US 264 or US 264A and applicable on/off ramps.

Section 1.8 The Developer shall complete the Project in accordance with all local, state and federal zoning codes, code enforcement regulations, laws, statutes and ordinances.

Section 1.9 Prior to the commencement of the Project, the Developer shall submit to the City a completed petition for Voluntary Annexation in accordance with the Deferred Annexation Agreement attached hereto as Exhibit B. Nothing in this Agreement shall be construed to require the annexation of the Property by the City. The annexation of the Project shall be at the sole discretion and decision of the City.

Section 1.10 The Developer shall at no cost to the City provide the City with any and all required utility easements to service and maintain the utility facilities. The Developer shall reference the recorded Book and Page of the Deferred Annexation Agreement on all easements. Any such reference shall state:

“This Property is Subject to the Annexation Agreement with the City of Wilson dated May __, 2019 and recorded on ____, 2019 at Book ____, Page ____, of the Wilson County Registry.”

ARTICLE II The City Deliverables

Section 2.1 The City shall, after construction and inspection, maintain any sewer utilities constructed for the Project in accordance with this Agreement.

Section 2.2 The City shall make up to One Hundred Seventy-five Thousand (175,000) Gallons of sewer capacity available to the Project during the development of the Project. If, during the course of the development, sewer capacity becomes unavailable due to moratorium, lack of capacity or other deficiency that limits the City’s ability to provide the service, no additional connections shall be permitted until such deficiency is resolved. Developer agrees and understands that sewer capacity shall be approved upon Plan approval for the then current Project phase. The reserved capacity shall be no greater than the current capacity required to accommodate each approved Project phase.

ARTICLE III Sewer Billing

Section 3.1 Residential sewer charges shall be billed at a rate of two times the City’s current existing average sewer charge for a residential customer within the City of Wilson City Limits. The average sewer charge shall be based on the rates charged to customers in the year immediately preceding the year the current Project phase is placed in service. The rate may adjust annually as the rate for residential customers within the City of Wilson City Limits is adjusted.

Section 3.2 Commercial sewer charges shall be billed at a rate of two times the City’s current existing average sewer charge for a commercial customer within the City of Wilson City Limits. The average sewer charge shall be based on the rates charged to customers in the year immediately preceding the year the current Project phase is placed in service. The rate may adjust annually as the rate for commercial customers within the City of Wilson City Limits is adjusted.

ARTICLE IV Insurance

The Developer shall carry and maintain in full force and effect, Builder’s Risk, Workman’s Compensation and any other required hazard and liability insurance, while it is performing

hereunder in amounts reasonably maintained in the normal course of business.

ARTICLE V
Representations

Section 5.1 The Developer represents as follows:

5.1.1 The Developer is a duly organized and validly existing corporation or other legal entity in good standing under the laws of North Carolina, and has all requisite power and authority for the making of this Agreement.

5.1.2 The execution and delivery of this Agreement, compliance with provisions hereof, and the consummation of the transaction contemplated hereby, will not result in any breach or violation of, or constitute a default under, the organizational documents of the Developer or any agreement, contract or other instrument to which the Developer is a party, or by which the Developer is bound.

5.1.3 The individual(s) signing on behalf of the Developer have all necessary authority to bind the Developer to this Agreement, and no additional approvals and/or signatures are required to make this Agreement fully binding on the Developer in all respects.

5.1.4 The Developer has voluntarily entered into this Agreement and the transaction contemplated hereunder without relying in any manner on any representations, statements, opinions, or actions of the City or any person or entity purporting to be acting on behalf of the City.

Section 5.2 The City represents as follows:

5.2.1 The City is a duly organized and validly existing corporation or other legal entity in good standing under the laws of North Carolina, and has all requisite power and authority for the making of this Agreement.

5.2.2 The execution and delivery of this Agreement, compliance with provisions hereof, and the consummation of the transaction contemplated hereby, will not result in any breach or violation of, or constitute a default under, the organizational documents of the City or any agreement, contract or other instrument to which the City is a party, or by which the City is bound.

5.2.3 The individual(s) signing on behalf of the City have all necessary authority to bind the City to this Agreement, and no additional approvals and/or signatures are required to make this Agreement fully binding on the City in all respects.

ARTICLE VI
Term; Termination

Section 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire **Twenty (20)** years from the Effective Date of this Agreement; provided, however, if the parties agree in writing at least ninety (90) days prior to the expiration of the term, this Agreement may be extended for additional and consecutive periods of five (5) years each. Notwithstanding anything herein to the contrary, Section 1.9 shall survive the termination of this Agreement.

Section 6.2 Notwithstanding anything contained herein to the contrary, any party hereto may terminate this Agreement upon not less than ninety (90) days written notice to each other party hereunder if all the obligations of both the Developer and the City under this Agreement have been fulfilled.

ARTICLE VII Force Majeure

In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

ARTICLE VIII Disclaimer of Liability

No warranties or representations have been made by the City concerning the Project, including, without limitation intended, the economic, legal, or physical feasibility of Project, or the suitability of the Property, or the merchantability, fitness or suitability of the completed Project. The City hereby disclaims any express or implied warranty or representation concerning the Project, including without limitation intended, those aspects described in the immediately preceding sentence.

ARTICLE IX Default

Any party (the "Nondefaulting Party") may terminate this Agreement in the event that any other party (the "Defaulting Party") fails for any reason (other than a default by the Nondefaulting Party) to perform any of the Defaulting Party's obligations hereunder: (i) within ten (10) days after written notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any default in making any payment or procuring or maintaining any insurance coverage which is required by this Agreement; and (ii) within thirty (30) days after notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any other default under this Agreement.

ARTICLE X
Notices

Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice. All notices shall be sent to the following:

- | | |
|----------------------|--|
| If to the City: | City of Wilson
Attn: Grant Goings, City Manager
PO Box 10
Wilson, NC 27894 |
| With a Copy to: | Cauley Pridgen, PA
Attn: James P. Cauley, III, City Attorney
2500 Nash Street N, Ste C
Wilson, NC 27896 |
| If to the Developer: | BBJ&M Holding Company, LLC
685 NC Hwy 581
Goldsboro, NC 27530-7857 |
| With a copy to: | _____

_____ |

ARTICLE XI
Miscellaneous

Section 11.1 The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the parties hereto and all persons who succeed to their respective rights and obligations.

Section 11.2 This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any

other occasion.

Section 11.3 This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

Section 11.4 This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 11.5 The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.

Section 11.6 Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

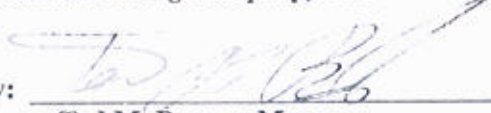
Section 11.7 This Agreement was prepared, negotiated, and delivered in the State of North Carolina. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of North Carolina shall govern and control the construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

City of Wilson

By: 
Grant Goings, City Manager

BBJ&M Holding Company, LLC

By: 
Ted M. Brogan, Manager
Brogan

By: 
John McConnell, Manager

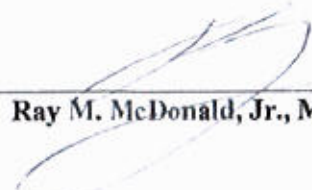
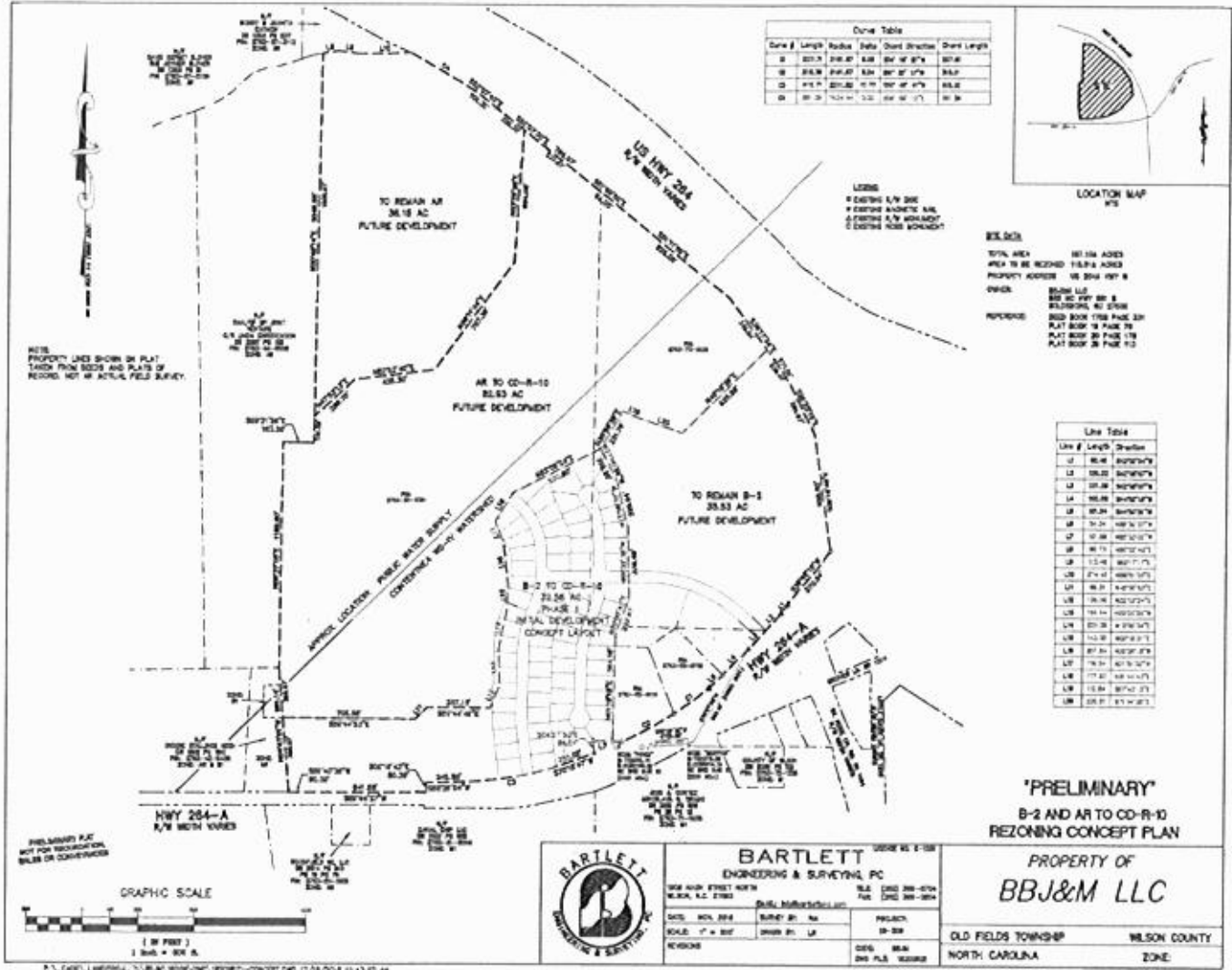
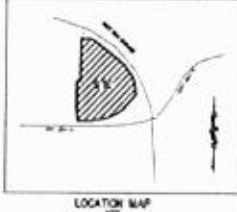
By: 
Ray M. McDonald, Jr., Manager

Exhibit A

Map of Property and Project Area



Curve #	Length	Radius	Delta	Chord Distance	Chord Length
1	207.74	216.47	5.56	207' 10" 0"	207.68
2	216.36	216.47	5.56	207' 10" 0"	216.36
3	216.36	216.47	5.56	207' 10" 0"	216.36
4	207.74	216.47	5.56	207' 10" 0"	207.74



LEGEND
 * DOTTED LINE SWC
 * DOTTED LINE SWC
 * DOTTED LINE SWC
 * DOTTED LINE SWC

REMARKS
 TOTAL AREA 161.04 ACRES
 AREA TO BE REZONED 113.81 ACRES
 PROPERTY ADDRESS US 284 HWY #
 OWNER BBJ&M LLC
 BBJ&M LLC
 1000 BOND STREET
 PLAT BOOK 20 PAGE 20
 PLAT BOOK 20 PAGE 178
 PLAT BOOK 20 PAGE 172

Line #	Length	Direction
L1	161.04	161.04 ACRES
L2	161.04	161.04 ACRES
L3	161.04	161.04 ACRES
L4	161.04	161.04 ACRES
L5	161.04	161.04 ACRES
L6	161.04	161.04 ACRES
L7	161.04	161.04 ACRES
L8	161.04	161.04 ACRES
L9	161.04	161.04 ACRES
L10	161.04	161.04 ACRES
L11	161.04	161.04 ACRES
L12	161.04	161.04 ACRES
L13	161.04	161.04 ACRES
L14	161.04	161.04 ACRES
L15	161.04	161.04 ACRES
L16	161.04	161.04 ACRES
L17	161.04	161.04 ACRES
L18	161.04	161.04 ACRES
L19	161.04	161.04 ACRES
L20	161.04	161.04 ACRES

NOTE: PROPERTY LINES SHOWN ON PLAT TAKEN FROM BOOKS AND PLATS OF RECORD. NOT IN ACTUAL FIELD SURVEY.

PRELIMINARY P.L.C. NOT FOR RECORDATION. SHALL BE CORRECTED.



BARTLETT
ENGINEERING & SURVEYING PC

1000 HIGH STREET NORTH
WELLS, N.C. 27884

DATE: NOV. 2016 SURVEY BY: J. L. FRENCH
SCALE: 1" = 200' DRAWN BY: J. L. FRENCH

REVISIONS: 001.00 010.00 020.00

"PRELIMINARY"
 B-2 AND AR TO CD-R-10
 REZONING CONCEPT PLAN

PROPERTY OF
BBJ&M LLC

OLD FIELDS TOWNSHIP WILSON COUNTY
 NORTH CAROLINA ZONE:

P:\CADD\LINEPLOT\13\BBJ&M\CONCEPT-CONCEPT.DWG 12/16/2016 11:43:53 AM

Exhibit B

Deferred Annexation Agreement

Prepared by and Return to: Kelly V. Chase, Cauley Pridgen, P.A., 2500 Nash Street N, Ste C, Wilson, NC 27896

WILSON COUNTY
NORTH CAROLINA

DEFERRED ANNEXATION AGREEMENT
PIN 2783-54-6361, PIN 2783-62-8755,
PIN 2783-62-6618, and PIN 2783-73-0629

THIS DEFERRED ANNEXATION AGREEMENT, made and entered into this ____ day of May 2019, by and between the CITY OF WILSON, a municipal corporation validly organized and existing under the laws of the State of North Carolina (the "City") and BBJ&M Holding Company, LLC, a North Carolina limited liability company (the "Petitioner").

WITNESSETH:

WHEREAS, the Petitioner owns certain real property situated in Wilson County, North Carolina, identified as PIN 2783-54-6361, PIN 2783-62-8755, PIN 2783-62-6618, and PIN 2783-73-0629, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Petitioner intends to construct, improve and develop a residential subdivision on the Property in accordance with a Development Agreement by and between Petitioner and the City; and

WHEREAS, in recognition of the benefits to the City, its citizens and the surrounding area which will accrue with the development of the Property, the City has agreed to provide certain services to the Petitioner in exchange for Petitioner's application to the City for Voluntary Annexation in accordance with this Agreement; and

WHEREAS, the parties desire to execute this Agreement to set forth the terms and conditions of their agreement and bind any subsequent parties in interest to the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which hereby are acknowledged, the parties hereto do agree as follows.

1. EXECUTION OF ANNEXATION PETITION. Upon execution of this Annexation Agreement, Petitioner shall deliver to the City, a duly and properly prepared and signed annexation petition, substantially in the form attached hereto as Exhibit B (the "Voluntary Petition") and which complies with G.S. 160A-31 and with the City's procedural requirements, whereby Petitioner requests annexation of the Property by the City.

In the event that the G.S. 160A-31 procedures for annexation by petition are amended or revised during the term of this Agreement, Petitioner hereby covenants and agree that they shall complete any and all documents and shall do any and all things deemed necessary by the City to effect annexation of the Property. Furthermore, absent breach by the City, Petitioner recognizes and agrees that they shall not avail themselves of any statutory, procedural, equitable or other defenses and shall not in any way contest or challenge the City's annexation of the Property, it being the intent of this provision that Petitioner shall not in any way abrogate their agreement herein to permit annexation of the Property by the City at that time provided for herein.

2. AGREEMENT TO ANNEX. The City, in the City's sole discretion, may proceed with annexation of the Property at any time during the term of this Agreement in accordance with the Voluntary Petition under the statutory requirements of NCGS §160A and the procedural requirements of the City of Wilson for Annexation by Petition. From the date of annexation and thereafter, the Property shall be subject to City property taxes, any duly assessed special assessments for repairs or replacement of infrastructure on the Property, any required code enforcement costs and any public nuisance abatement costs against the Property.

3. SUBSEQUENT TRANSFERS. Upon the recording of this Agreement in the Register of Deeds of Wilson County, this Agreement shall bind any and all parties receiving an interest in the Property from a subsequent lease, conveyance or otherwise transfer all or any portion of the Property from and after the date of recordation. Petitioner shall reference the recorded Book and Page of this Agreement on all subsequent deeds, plats, leases, conveyances and transfers of any interest in all or a portion of the Property. Any such reference shall state:

"This Property is Subject to the Annexation Agreement with the City of Wilson dated May __, 2019 and recorded on ____, 2019 at Book ____, Page ____, of the Wilson County Registry."

4. NO THIRD PARTY BENEFICIARIES. This Annexation Agreement is made and entered into for the sole protection and benefit of the City, Petitioner, and any subsequent grantee and no other person shall have any right to action hereon or to rights hereunder at any time.

5. PROHIBITION OF ASSIGNMENT. This Agreement, and all of the terms and conditions hereof, may not be assigned by Petitioner to any other person or entity (other than a parent or subsidiary corporation or entity of Petitioner) without the City's prior written consent, such consent shall not be unreasonably withheld. Any permitted assignment of this Agreement shall be recorded in the Office of the Register of Deeds of Wilson County in accordance with this Agreement.

6. **MODIFICATIONS.** This Annexation Agreement may not be changed or modified orally but only by an agreement in writing signed by the parties.

7. **RECORDATION.** Upon execution, this Annexation Agreement shall be duly recorded in the Office of the Register of Deeds of Wilson County.

IN WITNESS WHEREOF, the parties have duly executed this Annexation Agreement, this the day and year first above written.

CITY OF WILSON

By: 

C. Bruce Rose, Mayor

ATTEST:


Tonya A. West, City Clerk

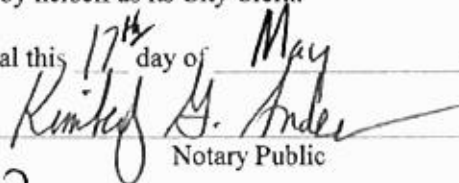
(SEAL)



STATE OF NORTH CAROLINA
COUNTY OF ~~WILSON~~ Wayne

I, Kimberly G. Anderson, a Notary Public in and for said County and State, do hereby certify that Tonya A. West, personally came before me this day and acknowledged that she is the City Clerk of the City of Wilson, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and Notarial Seal this 17th day of May, 2019.


Notary Public

My Commission Expires: March 30, 2022

(SEAL)

Signature Page to Deferred Annexation Agreement – BBJ&M Holdings, LLC

BBJ&M Holding Company, LLC

By: *Ted M. Brogan*
Ted M. Brogan, Manager
Broden

STATE OF NORTH CAROLINA

COUNTY OF Wayne

I, *Cristina Anta*, certify that Ted M. ^{*Broden*}~~Brogan~~, who is either [] personally known by me or [] provided satisfactory evidence of his/her identity in the form of *Dover house*, personally came before me this day and acknowledged that he is the Manager of BBJ&M Holding Company, LLC, a North Carolina limited liability company, and that he as its Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this 5th day of June, 2019.

Cristina Anta
Cristina Anta, Notary Public



Signature Page to Deferred Annexation Agreement – BBJ&M Holdings, LLC

BBJ&M Holding Company, LLC

By: John McConnell
John McConnell, Manager

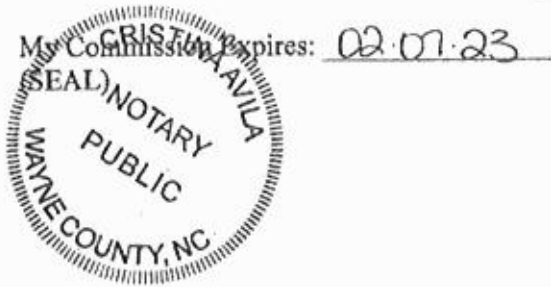
STATE OF NORTH CAROLINA

COUNTY OF Wayne

I, Cristina Avila, certify that John McConnell, who is either [] personally known by me or [] provided satisfactory evidence of his/her identity in the form of Driver license, personally came before me this day and acknowledged that he is the Manager of BBJ&M Holding Company, LLC, a North Carolina limited liability company, and that he as its Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this 5th day of June, 2019.

Cristina Avila
Cristina Avila, Notary Public



BBJ&M Holding Company, LLC

By: [Signature]
Ray M. McDonald, Manager

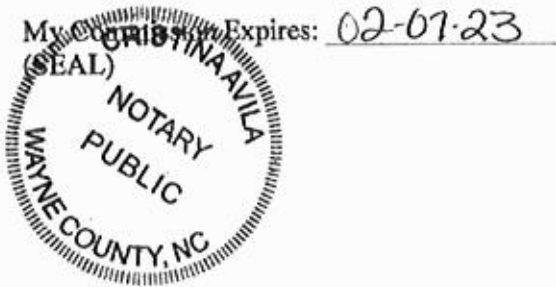
STATE OF NORTH CAROLINA

COUNTY OF Wayne

I, Cristina Anta, certify that Ray M. McDonald, who is either personally known by me or provided satisfactory evidence of his/her identity in the form of D.L., personally came before me this day and acknowledged that he is the Manager of BBJ&M Holding Company, LLC, a North Carolina limited liability company, and that he as its Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this 5th day of June, 2019.

[Signature]
Cristina Anta, Notary Public



Signature Page to Deferred Annexation Agreement – BBJ&M Holdings, LLC

EXHIBIT A
DESCRIPTION OF PROPERTY

Curve #	Length	Radius	Delta	Chord	Description	Chord Length
C1	277.71	2797.67	5.85	5497.37	27° 34'	5778.81
C2	315.38	2797.67	8.24	5497.37	17° 34'	5778.81
C3	453.71	2797.67	15.71	5497.37	10° 42'	5778.81
C4	361.28	7614.84	1.02	5497.37	17° 34'	5778.81

LEGEND
 ○ EXISTING E/A MARK
 ○ EXISTING M/AN/C/S MARK
 △ EXISTING E/A MONUMENT
 □ EXISTING M/S MONUMENT

ZTC DATA
 TOTAL AREA 187,124 ACRES
 AREA TO BE REZONED 118,514 ACRES
 PROPERTY ADDRESS US 204A HWY 19
 OWNER BBJ&M LLC
 1000 HAWK STREET
 WILSON, NC 27159
 DATE BOOK 1708 PAGE 333
 PLAT BOOK 18 PAGE 74
 PLAT BOOK 20 PAGE 179
 PLAT BOOK 26 PAGE 113

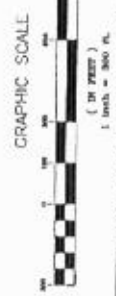
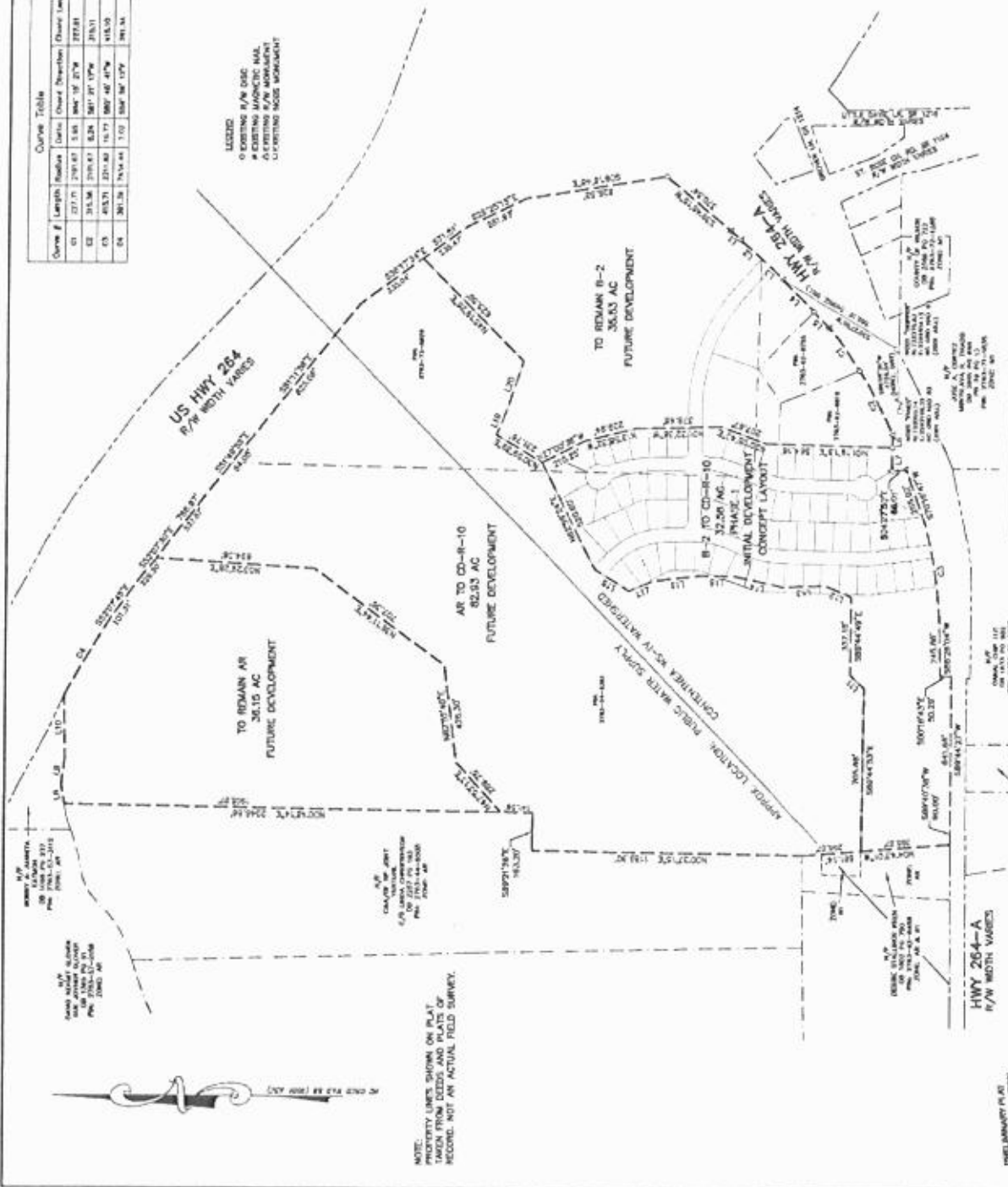
Line #	Length	Direction
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L3	577.08	S42°00'00"W
L4	102.08	S42°00'00"W
L5	103.04	S42°00'00"W
L6	103.04	S42°00'00"W
L7	103.04	S42°00'00"W
L8	103.04	S42°00'00"W
L9	103.04	S42°00'00"W
L10	103.04	S42°00'00"W
L11	60.21	S42°00'00"W
L12	103.33	S42°00'00"W
L13	103.33	S42°00'00"W
L14	103.33	S42°00'00"W
L15	103.33	S42°00'00"W
L16	103.33	S42°00'00"W
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L20	103.33	S42°00'00"W
L21	103.33	S42°00'00"W
L22	103.33	S42°00'00"W
L23	103.33	S42°00'00"W
L24	103.33	S42°00'00"W
L25	103.33	S42°00'00"W
L26	103.33	S42°00'00"W
L27	103.33	S42°00'00"W
L28	103.33	S42°00'00"W
L29	103.33	S42°00'00"W
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L35	103.33	S42°00'00"W
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L41	103.33	S42°00'00"W
L42	103.33	S42°00'00"W
L43	103.33	S42°00'00"W
L44	103.33	S42°00'00"W
L45	103.33	S42°00'00"W
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L47	103.33	S42°00'00"W
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L49	103.33	S42°00'00"W
L50	103.33	S42°00'00"W
L51	103.33	S42°00'00"W
L52	103.33	S42°00'00"W
L53	103.33	S42°00'00"W
L54	103.33	S42°00'00"W
L55	103.33	S42°00'00"W
L56	103.33	S42°00'00"W
L57	103.33	S42°00'00"W
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L59	103.33	S42°00'00"W
L60	103.33	S42°00'00"W
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L62	103.33	S42°00'00"W
L63	103.33	S42°00'00"W
L64	103.33	S42°00'00"W
L65	103.33	S42°00'00"W
L66	103.33	S42°00'00"W
L67	103.33	S42°00'00"W
L68	103.33	S42°00'00"W
L69	103.33	S42°00'00"W
L70	103.33	S42°00'00"W
L71	103.33	S42°00'00"W
L72	103.33	S42°00'00"W
L73	103.33	S42°00'00"W
L74	103.33	S42°00'00"W
L75	103.33	S42°00'00"W
L76	103.33	S42°00'00"W
L77	103.33	S42°00'00"W
L78	103.33	S42°00'00"W
L79	103.33	S42°00'00"W
L80	103.33	S42°00'00"W
L81	103.33	S42°00'00"W
L82	103.33	S42°00'00"W
L83	103.33	S42°00'00"W
L84	103.33	S42°00'00"W
L85	103.33	S42°00'00"W
L86	103.33	S42°00'00"W
L87	103.33	S42°00'00"W
L88	103.33	S42°00'00"W
L89	103.33	S42°00'00"W
L90	103.33	S42°00'00"W
L91	103.33	S42°00'00"W
L92	103.33	S42°00'00"W
L93	103.33	S42°00'00"W
L94	103.33	S42°00'00"W
L95	103.33	S42°00'00"W
L96	103.33	S42°00'00"W
L97	103.33	S42°00'00"W
L98	103.33	S42°00'00"W
L99	103.33	S42°00'00"W
L100	103.33	S42°00'00"W

"PRELIMINARY"
 B-2 AND AR TO CD-R-10
 REZONING CONCEPT PLAN
 PROPERTY OF
BBJ&M LLC

OLD FIELDS TOWNSHIP
 NORTH CAROLINA
 WILSON COUNTY
 ZONE:

BARTLETT
 ENGINEERING & SURVEYING, PC
 1000 HAWK STREET NORTH
 WILSON, N.C. 27159
 PHONE: (252) 399-1000
 FAX: (252) 399-1000
 EMAIL: bartlett@bartlettnc.com

DATE: MAY 2018
 SCALE: 1" = 300'
 DRAWN BY: LR
 PROJECT: 18-208
 CHECK: BRM
 ENG. P.L. NUMBER:



P. A. CARO, LAND SURVEYOR, LICENSE NO. 17174, EXPIRES 12/31/2018

NOTE:
 PRELIMINARY PLAT
 TAKEN FROM DEEDS AND PLATS OF
 RECORD. NOT AN ACTUAL FIELD SURVEY.

EXHIBIT B
ANNEXATION REQUEST
TO THE CITY COUNCIL OF THE CITY OF WILSON

To the City Council of the City of Wilson:

We, the undersigned owner(s) of real property, respectfully request that the area described herein (or as attached to this petition) be annexed to the City of Wilson.

The area to be annexed is/is not contiguous to the City of Wilson, and the boundaries of such territory are as follows:

See Attached Exhibit A

Petitioner(s) reason for annexation

Signature of Landowner(s)

Date this ____ day of _____, 2019.

CLERK'S CERTIFICATE

NORTH CAROLINA
WILSON COUNTY

This is to certify that the undersigned City Clerk for the City of Wilson did investigate the sufficiency of the aforesaid petition for annexation in accordance with N.C.G.S. 160A-31(c) and I do hereby certify that the said petition appears to be correct and sufficient in all respects.

This the 16th day of May, 2019.


Tonya A. West, City Clerk

***This Annexation Request is to be held in Escrow until such time as the City of Wilson in its sole discretion determines whether to proceed with annexation in accordance with the Deferred Annexation Agreement dated April __, 2019 and recorded on ____, 2019 at Book __, Page __, of the Wilson County Registry.**

ANNEXATION PETITION AND PLAT REQUIREMENTS

Petitions for annexation must first be submitted to the staff for review. The Planning Staff places a valid petition on the Technical Review Committee Agenda for recommendation to the Planning Board, and the Planning Board makes recommendations to the City Council for final determination.

These instructions must be followed if the petition is to be placed on the agenda of the Technical Review Committee. Thus, it is in the interest of the petitioner that all requirements of the petition be met and that the necessary plats be submitted along with the petition.

THE SUBMISSION FOR ANNEXATION PETITION AND PLAT APPROVAL SHALL INCLUDE THE FOLLOWING:

A. Petition

1. Completed petition with original signature(s).
Petitions must be signed by all landowners of the entire property to be annexed.

(NOTE: If the spaces on the petition are insufficient to show the reasons for the request and a legal description of the property, additional sheets may be attached to the petition.)

2. A copy of the recorded deed to the property shall be required.
3. A copy of the tax card (from the Wilson County tax office) shall be required.
4. If City services are required for a particular tract of land prior to final approval of the annexation, an original, signed agreement not to withdraw the petition shall be required for signature form the City Manager's office.

B. Annexation Plat (10 copies initially)

1. Shall be a reproducible map in mylar.
2. Size of map is 18x24 inches:
 - a. 1 1/2" for binding on the left side
 - b. 1/2" border on each of the other sides
 - c. Maps may be placed on two or more sheets with appropriate match lines.
3. Scale of location map is 1 inch = 400 feet

4. Date, north point, barscale
5. Prepared by registered engineer or surveyor
6. Name, address, registration number and seal of surveyor or engineer
7. Names, addresses of owners
8. Location of property to include:
 - a. Township
 - b. County and State,
 - c. Date or dates the survey was make;
9. Locate the names of owners of adjacent land
10. Locate state plane coordinates for any four points on outer most edges of the area to be annexed.
11. Certificates:
 - a. by surveyor/engineer for accuracy of survey and plat (notarized)

 - b. of title, showing applicant is landowner

12. Also see attached sheets for examples for actual map formats.
13. Petitioner shall reference the recorded Book and Page if this Agreement on all subsequent deeds, plats, leases, conveyances and transfers of any interest in all or a portion of the Property. Any such reference shall state:

"This Property is Subject to the Annexation Agreement with the City of Wilson dated May __, 2019 and recorded on ____, 2019 at Book ____, Page ____, of the Wilson County Registry."