



# CITY OF WILSON

## City Council

### Meeting Agenda

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**October 17, 2024 – 7:00 p.m.**

**City Council Chambers – City Hall**

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1. Invocation – Reverend Heather Wong, West Nash United Methodist Church
2. Pledge of Allegiance
3. Proclamation/Presentation
  - 3a. Proclamation Proclaiming Month of October 2024 be Designated as “**Fire Safety Month**” in the City of Wilson, North Carolina with the theme “Smoke Alarms, Make Them Work for You” Accepted by Albert L. Alston, Fire Chief
  - 3b. Presentation of FY 2023-2024 Annual Audit Report – Matt Braswell, Auditor, Martin Starnes & Associates
4. **Consent Agenda** *(All matters listed are considered routine and non-controversial by the 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 August 2024
  - 4b. Consideration of Approval of a Resolution Setting the Date of November 21, 2024 for a Public Hearing for Voluntary Annexation of 25.74 acres located at the southeast corner of NC Highway 42 and Airport Boulevard; Requested by Bartlett Engineering & Surveying on behalf of Jobe Properties, LLC, Owner (Project # 24-351)
  - 4c. Consideration of Approval of Proposed Regular City Council Meeting Minutes of September 5, 2024, September 19, 2024 and Special City Council Meeting Minutes of September 24, 2024.

#### **Public Hearings**

#### **5. Public Hearing Items – Regular**

- 5a. Consideration of Approval of a Resolution Approving a 10-Year Lease Agreement for a Private Aircraft Hangar at the Wilson Industrial Air Center between the City of Wilson and Robert M. Youssef

**Public Hearing Item – Planning Board**

- 5b. Consideration of Approval of an Ordinance for Zoning Text Change Request for Chapters 2, 3, 13 and 15 of the City's Unified Development Ordinance (UDO); (Project # 24-358)

**End of Public Hearings**

6. Consideration of Approval of a Resolution Authorizing Filing of a Financial Application with the Local Government Commission (LGC) and Reimbursement of Expenses with Loan Proceeds
7. Consideration of Approval to Award Bid for Purchase of Structures and Equipment for 115 kV Transmission Point-of-Delivery 13 at The Campus at 587.
8. Consideration of Approval to Award Bid for Pender Street Community Center Relocation Project to R&L Builders & Sons, LLC
9. Consideration of Approval of City of Wilson's Updated Americans with Disabilities Act of 1990 (ADA) Policies and Procedures for Compliance with the City's RIDE Service
10. Consideration of Approval of Justice Assistance Grant (JAG) Application
11. Designation of Voting Delegate and Alternate Voting Delegate for the National League of Cities Annual Business Meeting on November 15, 2024
12. Report(s)
13. Call on the Audience

**RULES FOR PERSONS ADDRESSING CITY COUNCIL**

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.





CITY OF WILSON
North Carolina
INCORPORATED 1849

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly 60 percent of all fire deaths happen in homes without a working smoke alarms; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home, and test those alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

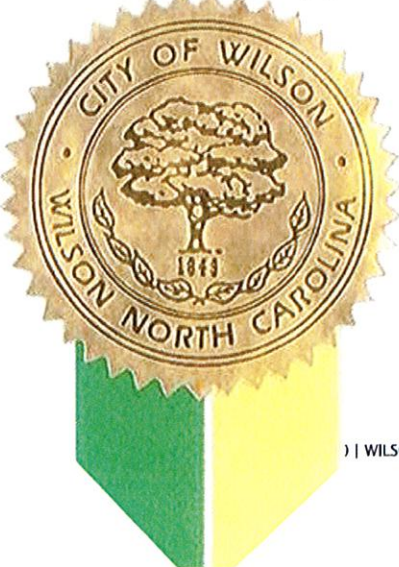
WHEREAS, Wilson Fire/Rescue Services is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

WHEREAS, the 2024 Fire Prevention Week theme, "Smoke alarms: Make them work for you," serves to remind us of the importance of having working smoke alarms in the home.

NOW, THEREFORE, I, CARLTON STEVENS, Mayor of the City of Wilson, North Carolina, by the authority vested in me, do hereby proclaim the month of October 2024 as

Fire Prevention Month in Wilson, North Carolina

FURTHERMORE, I urge all the people of City of Wilson to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Wilson Fire/Rescue Services.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Wilson, North Carolina, to be affixed this 1st day of October, in the year of our Lord two thousand and twenty-four.

Carlton Stevens, Mayor



## City Council Agenda Item Cover Sheet

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**To:** Honorable Mayor, Members of City Council and City Manager  
**From:** Amy Staton, Chief Financial Officer  
**Subject:** Receipt of the 2023-2024 Audit Report

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**Issue:**  
To officially receive the 2023-2024 Audit Report

**Background / Summary:**  
The City is required by North Carolina General Statutes and by sound financial management to have an annual independent audit. The City’s annual audit (including compliance audit) for the year ended June 30, 2024, has been completed and the auditors’ reports and the financial statements have been prepared. A brief presentation will be made by the auditors when the financial statements are presented. After the official receipt of the audit report and Council has had time to review the report, the auditors will be available to return and answer any additional questions that Council may have.

**Fiscal or Other Impact:**  
None

**Recommendation:**  
Receive the 2023-2024 Audit Report

**Coordination:**  
Amy Staton, Chief Financial Officer

**Attachments:**  
2023-2024 Audit Report



DATE 9/03/24  
 TIME 12:23:53  
 USER GJOYNER

CURR TAX YEAR: 2024

Wilson County  
 TAX COLLECTIONS REPORT ALL RGCDs BY UNIT/YEAR  
 DEPOSIT DATE RANGE 8/01/2024 THRU 8/31/2024  
 YEAR RANGE 2014 THRU 2025

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 PRG# C12223A

REVENUE UNIT: CMI CI-WILSON

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2024	31,500,755.29	74,971.34	821,772.30	78,130.27	128,354.17	32,194,173.41	1,377,728.12	1,636,996.81	30,557,176.60
2023	422,830.88		1,387.72	49.53	1,898.29	422,320.31	21,541.29	54,331.66	367,988.65
2022	235,059.14		1,387.72	2.28	1,827.95	234,617.91	8,890.74	17,006.35	217,611.56
2021	129,555.22		1,387.72	2.20	1,827.95	129,114.99	5,639.41	15,157.71	113,957.28
2020	97,964.05		1,387.72		1,825.67	97,526.10	6,062.90	14,472.80	83,053.30
2019	86,263.40		1,387.72		1,025.67	85,025.45	4,075.90	4,731.35	81,024.10
2018	89,029.46					89,029.46	4,804.97	4,948.55	84,080.91
2017	81,185.26					81,185.26	4,584.92	4,649.31	76,536.95
2016	76,469.69					76,469.69	4,715.68	4,737.88	71,730.81
2015	71,459.78					71,459.78	4,147.60	4,168.20	67,291.58
2014	68,813.84					68,813.84	3,208.43	3,229.03	65,584.81
TOTAL	32,859,384.00	74,971.34	828,710.90	78,184.36	137,559.70	33,550,535.20	1,443,199.96	1,764,428.65	31,786,106.55
CURRENT INTEREST & COLLECTORS FEES									
PRIOR INTEREST & COLLECTORS FEES							22,349.06	93,854.12	
TOTAL INTEREST & COLLECTORS FEES							22,349.06	93,854.12	
TOTAL PRIOR YEARS TAXES							65,471.84	127,431.84	
TOTAL TAXES & INTEREST & COLLECTORS FEES							1,465,549.02	1,858,282.77	
DISCOVERIES TAXES & INTEREST									
NET							1,465,549.02	1,858,282.77	
CURRENT YEAR PERCENTAGE		5.08							

*Dany Chater*

DATE 9/03/24  
 TIME 12:23:58  
 USER GJOYNER

CURR TAX YEAR: 2024

Wilson County  
 TAX COLLECTIONS REPORT ALL RGCDS BY UNIT/YEAR  
 DEPOSIT DATE RANGE 8/01/2024 THRU 8/31/2024  
 YEAR RANGE 2014 THRU 2025

PAGE 1  
 PROG# CL2223B

ASSESSMENT CODE: MUNC ASSESSMENT FEES

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	RELEASES TO LEVY MTD	RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2024		3,000.00	23,490.00	60.00	1,050.00	22,440.00	810.00	2,205.00	20,235.00
2023	3,586.24					3,586.24	91.83	241.22	3,345.02
2022	7,526.32					7,526.32	30.00	120.00	7,406.32
2021	2,559.25					2,559.25		7.00	2,552.25
2020	1,519.78					1,519.78			1,519.78
2019	1,015.76					1,015.76			1,015.76
2018	367.83					367.83			367.83
2017	360.00					360.00		30.00	330.00
2014	5.00					5.00			5.00
TOTAL	16,940.18	3,000.00	23,490.00	60.00	1,050.00	39,380.18	931.83	2,603.22	36,776.96
DISCOVERIES									
NET							931.83	2,603.22	
TOTAL PRIOR YEARS							121.83	398.22	
CURRENT YEAR PERCENTAGE	9.82								

*Ang Watson*



DATE 9/03/24  
 TIME 12:23:53  
 USER GJOYNER

CURR TAX YEAR: 2024

Wilson County  
 TAX COLLECTIONS REPORT ALL RGCDS BY UNIT/YEAR  
 DEPOSIT DATE RANGE 8/01/2024 THRU 8/31/2024  
 YEAR RANGE 2014 THRU 2025

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 PROGN CL2223A

REVENUE UNIT: FNU CI-MUN DIST1

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2024	150,010.70	16.60	228.85	817.09	836.75	149,402.80	4,632.30	5,747.45	143,655.35
2023	2,059.76					2,059.76		196.22	1,863.54
2022	1,029.84					1,029.84		58.69	971.15
2021	1,368.64					1,368.64	77.07	139.60	1,229.04
2020	40.07					40.07			40.07
2019	40.34					40.34			40.34
2018	74.85					74.85			74.85
2017	92.80					92.80			92.80
2016	69.46					69.46			69.46
2015	33.19					33.19			33.19
2014	202.29					202.29			202.29
TOTAL	155,021.94	16.60	228.85	817.09	836.75	154,414.04	4,709.37	6,141.96	148,272.08
CURRENT INTEREST & COLLECTORS FEES									
PRIOR INTEREST & COLLECTORS FEES							43.78	169.69	
TOTAL INTEREST & COLLECTORS FEES							43.78	169.69	
TOTAL PRIOR YEARS TAXES							77.07	394.51	
TOTAL TAXES & INTEREST & COLLECTORS FEES							4,753.15	6,311.65	
DISCOVERIES TAXES & INTEREST									
NET							4,753.15	6,311.65	
CURRENT YEAR PERCENTAGE		3.84							

*Any Rbtos*

DATE 9/03/24  
 TIME 12:23:53  
 USER GJOYNER

CURR TAX YEAR: 2024

Wilson County  
 TAX COLLECTIONS REPORT ALL RGCDS BY UNIT/YEAR  
 DEPOSIT DATE RANGE 8/01/2024 THRU 8/31/2024  
 YEAR RANGE 2014 THRU 2025

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REVENUE UNIT: MSD CI-MUN DIST2

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2024	3,326.92					3,326.92	4.21	281.36	3,045.56
TOTAL	3,326.92					3,326.92	4.21	281.36	3,045.56
CURRENT INTEREST & COLLECTORS FEES									
PRIOR INTEREST & COLLECTORS FEES									
TOTAL INTEREST & COLLECTORS FEES									
TOTAL PRIOR YEARS TAXES									
TOTAL TAXES & INTEREST & COLLECTORS FEES							4.21	281.36	
DISCOVERIES TAXES & INTEREST									
NET							4.21	281.36	
CURRENT YEAR PERCENTAGE		8.45							

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## 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 – 4073 North Carolina Highway 42, West  
(Project #24-351)

**Issue:**

Voluntary annexation of 25.74 acres located at the southeast corner of NC Hwy 42, West and Airport Blvd (PIN: 3701-18-4872 ). Request by Bartlett Engineering & Surveying on behalf of Jobe Properties, LLC, owners.

**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 for residential development.

**Recommendation:**

Adopt Resolution of Intent to annex by setting the public hearing for the November 21, 2024 City Council Meeting.

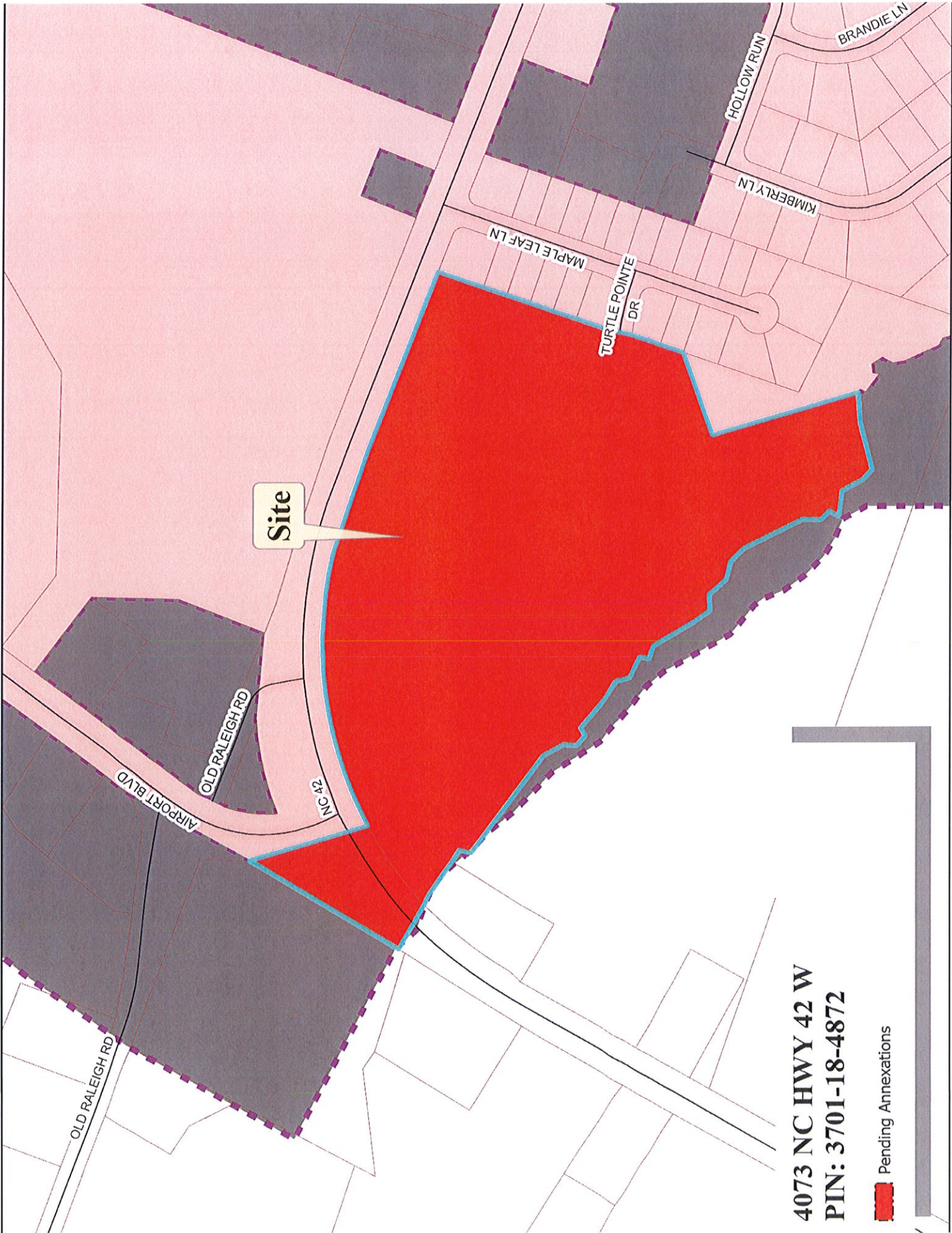
**Coordination:**

Kathy Bangley, CFM, CZO, Director, Development Services, [kbangley@wilsonnc.org](mailto:kbangley@wilsonnc.org)  
Janet Holland, Land Development Manager, 252.399.2215, [jholland@wilsonnc.org](mailto:jholland@wilsonnc.org)

**Attachments:**

- 1) Location Map.
- 2) Resolution of intent setting the public hearing date.





Site

4073 NC HWY 42 W  
PIN: 3701-18-4872

 Pending Annexations



**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 21<sup>st</sup> day of November, 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: 25.74 acres located at the southeast corner of NC 42 and Airport Blvd (PIN: 3701-18-4872.000).

Lying and being in Old Fields Township of Wilson County, and being more particularly described as follows: Beginning at an existing iron pipe on the southern right-of-way of NC 42 Highway West, said pipe being the northwest corner of Lot 25, Cedar Ridge Section One as shown in Plat Book 36 Page 171, said pipe also having North Carolina State Plane Grid coordinates (NAD 83) of Northing = 719,079.75 and Easting = 2,302,248.46, thence leaving said right-of-way and along the western line of Cedar Ridge Section One, S18°46'38"W, 443.17' to an iron pipe on the northern right-of-way of Turtle Pointe Drive, the southwestern corner of Lot 20, thence S11°15'47"W, 60.18' to an iron pipe on the southern right-of-way of Turtle Pointe Drive and the northwestern corner of Lot 19, Cedar Ridge Section One, thence S18°46'39"W, 134.24' to an iron pipe, the southwest corner of Lot 18, Cedar Ridge Section One and the northwest corner of Lot 47, Cedar Ridge Section One, thence along the northern and western line of Lot 47, S70°17'03"W, 214.20' to an iron pipe and S15°56'12"E, 376.72' to an iron pipe, thence along the western line of Jobe Properties LLC, Deed Book 2173 Page 712 and along the run of a small branch the following courses and distances, S86°09'18"W, 75.28', S74°42'45"W, 116.77', N47°16'23"W, 32.98', N28°34'17"W, 59.72', N82°26'05"W, 61.07', N25°30'46"E, 26.37', N44°39'25"W, 29.17', N01°28'15"E, 44.84', N25°45'56"W, 163.42', N45°08'35"W, 45.91', N75°55'44"W, 44.19',

N41°34'48"W, 56.69', S87°16'36"W, 39.45', N34°37'12"W, 47.94', N30°26'28"W, 116.22', N71°13'50"W, 31.73', N08°15'01"E, 21.44', N62°21'35"W, 55.73', N16°05'07"W, 34.09', N63°18'38"W, 43.39', N09°36'31"E, 5.88', N48°57'34"W, 100.68', S59°27'46"W, 22.39', N48°50'27"W, 30.28', N01°56'15"E, 33.57', N28°39'27"W, 56.11', N53°25'28"W, 234.48', N52°31'23"W, 60.41', N11°26'17"E, 29.07', N58°31'52"W, 32.18', N54°37'51"W, 98.51', and N65°06'45"W, 27.54' to a point on the southeastern right-of-way of NC 42 Highway West, thence crossing said right-of-way, N59°27'38"W, 124.44' to a point on the northwestern right-of-way of NC 42 Highway West, thence along said right-of-way, N30°32'17"W, 425.95' to a point, thence S04°17'16"E, 326.75' to a point on the southwestern right-of-way of NC 42 Highway West, thence along said right-of-way along a curve to the right having a delta angle of 46°31'52", a radius of 935.04' an arc length of 759.366', a chord bearing of N80°30'50"E, and a chord distance of 738.67' to an iron pipe, thence S71°05'35"E, 255.72' to an iron pipe, thence S68°34'47"E, 248.71' to an iron pipe, thence S68°34'47"E, 224.92' to the point of beginning, being all of the property of Jobe Properties LLC, as shown in Deed Book 2173 Page 712, and being 25.74 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 17th day of October, 2024.

\_\_\_\_\_  
Carlton L. Stevens, Mayor

ATTEST:

\_\_\_\_\_  
Tonya A. West, City Clerk

Project #: 24-351

Prepared By: Kelly V. Chase, Cauley Pridgen, PA, 2500 Nash Street N, Ste. C, Wilson, NC 27894

**NORTH CAROLINA  
WILSON COUNTY**

**PRIVATE HANGAR  
GROUND LEASE**

THIS LEASE, made and entered into the \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF WILSON, hereinafter referred to as “Lessor”, and ROBERT M. YOUSSEF, hereinafter referred to as “Lessee”;

**WITNESSETH:**

WHEREAS, the City of Wilson is the owner of a certain tract of land located in Wilson County, North Carolina, upon which is located the Wilson Industrial Air Center (hereinafter referred to as “Airport”);

WHEREAS, the City of Wilson is authorized pursuant to Section 272 of Chapter 160A of the North Carolina General Statutes to lease or rent property owned by the City of Wilson for such terms and upon such conditions as the City Council may determine;

WHEREAS, Lessee is the owner of private aircraft hangar space of one thousand fifty (1,050) square feet, consisting of a building and ramp which were constructed on the Airport property and which are more particularly described in Exhibit A attached hereto and incorporated by reference (the “Private Hangar”); and

WHEREAS, Lessor and Lessee desire to enter into a ground lease for the property upon which the Private Hangar is located on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

**1. LEASE OF PREMISES.**

- a. Description Of Leased Premises. Lessor does hereby lease to the Lessee and the Lessee does hereby lease the real property upon which the Private Hangar is located (the “Demised Property”), solely for the purpose of maintaining an aircraft hangar.
- b. Rights And Privileges; License. Lessee shall have the additional non-exclusive Rights and Privileges in the Airport and Demised Property:
  - i. License. The Lessor does hereby grant a non-exclusive revocable license to use the Airport and the Demised Property exclusively for non-commercial aviation activities.
  - ii. Public Airport Facilities. Lessee shall have non-exclusive use of all public airport facilities and improvements which are now or may hereafter be



connected with the Airport, except as herein provided, and such facilities and improvements are to be used by Lessee solely for non-commercial aviation activities. Public Airport Facilities shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking area, roadways, sidewalks, navigational and navigational aids, lighting facilities, terminal facilities or other public appurtenance to said Airport.

- iii. Right of Ingress and Egress. Lessee shall have the non-exclusive right of ingress to and egress from the Airport over and across public roadways serving the Airport. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter be in effect at the Airport.
- c. Condition of Premises. LESSEE ACCEPTS THAT THE PROPERTY WILL CONVEY IN “AS IS, WHERE IS” CONDITION WITH ALL FAULTS, AND THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE DEMISED PROPERTY OR ANY PORTION, ASPECT, OR COMPONENT THEREOF, AND EXPRESSLY DISCLAIMS THE SAME.

THE FOREGOING DISCLAIMERS INCLUDE, BUT ARE NOT LIMITED TO, SURVEY, 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.

2. TERM; RENEWAL.

- a. Initial Term. The initial term of this Agreement shall commence on September 1, 2024 (the “Commencement Date”) and shall be in effect for ten (10) years, expiring on August 31, 2034 unless sooner terminated as provided herein.

3. COVENANTS OF THE LESSEE. The Lessee covenants and agrees to do the following:

- a. Maintenance and Care of Private Hangar. To maintain the Private Hangar in good repair with adequate lighting, plumbing, electrical and other fixtures. The Private Hangar shall at all times meet all building code requirements of the North Carolina State Building Code and City of Wilson Code requirements including the Airport Zoning Ordinance. Lessee shall maintain the Private Hangar in a safe, clean and sanitary condition.
  - i. Sanitary Services. All garbage and refuse shall be disposed of in a timely and routine manner. Lessee shall be responsible for payment of all sanitary services provided to the Private Hangar.

- ii. **Maintenance.** Lessee shall provide all maintenance to the Private Hangar. Maintenance includes but is not limited to repairing, cleaning, grass cutting, grounds maintenance, debris removal, painting and other maintenance to keep the Private Hangar in good and presentable operating condition. Lessee shall be responsible for all expenses associated therewith during the initial term and renewal term, if any.
  - iii. **Repairs.** Lessee shall be responsible for all repairs to the Private Hangar.
  - iv. **Inspection.** Lessor shall have the right to inspect the Private Hangar during regular Airport business hours with five (5) days written notice to Lessee. If Lessee fails to maintain the Private Hangar as described herein, Lessor may order repair or maintenance of the Private Hangar to bring the Private Hangar into compliance with this Lease. If any such order is not completed within ten (10) days of written notice of the same, Lessee may, but is not required to, enter the Private Hangar and complete the repair or required maintenance. Any repair or maintenance completed by Lessor under this part shall be charged to Lessee and shall bear interest as of the date the costs in incurred at the statutory interest rate.
  - v. **Emergency Repairs.** If at any time the Private Hangar is in a condition that poses imminent danger to life or property, Lessor may, but is not required to, enter the Private Hangar to complete any such repair or maintenance without notice to Lessee.
- b. **Maintenance of Ramp.** To maintain in good and safe condition an aircraft ramp to connect the Private Hangar with the taxiway of the Airport adjacent to the Private Hangar and Demised Property in accordance with Airport rules and regulations and City, State and Federal requirements.
  - c. **Maintenance of Area.** To maintain the area in and around the Private Hangar and Demised Property in a good and usable condition both as to function and appearance and to keep the same in good condition and to keep the entire Demised Property, including an area 15 feet in width adjacent to the front, rear and side of the Private Hangar, clean, secure and safe.
  - d. **Repairs to Airport.** To repair all damage to the Airport and Demised Property caused by Lessee's agents, employees, licensees and invitees.
  - e. **Utilities and Taxes.** To pay all charges and expenses incurred for electric, water, sewer and other utilities used to service the Private Hangar. Lessee shall pay promptly when due all ad valorem taxes due to any governmental authority on the real and personal property which is subject of this Lease. Lessee shall at all times maintain electrical service to the Private Hangar.

- f. Security. To provide security for the Private Hangar in accordance with Federal Aviation Agency requirements, City of Wilson codes and Ordinances and any North Carolina statutory regulations or requirements, as the same may be amended from time-to-time.
- g. Servicing Aircraft. To provide no outside aircraft maintenance other than to aircraft owned by Lessee; to provide no fuel services for others; to provide no fuel services for itself; to refrain from commercial aviation activities; to engage in no activity of the nature usually done by a fixed base operator and from which a fixed based operator derives its income. Lessee agrees that the fuel purchased at the Airport will be purchased from the fixed based operator.
- h. Alterations. To obtain the written approval of the Lessor before making any alterations, additions and improvements to, or on, the Private Hangar or Demised Property. All plans, specifications, maps and descriptions of any such improvement or alteration must be submitted in writing to the Lessor for review and approval.
- i. Use of Premises. To use the Private Hangar and Demised Property exclusively as a place to park and store an airplane and items related to the airplane being located on the Demised Property. Lessee shall provide to Lessor proof of the ownership of any aircraft parked on the Airport or Demised Property within thirty (30) days of signing this Lease and thereafter, within thirty (30) days after any change in such aircraft or upon written demand of Lessor.
  - i. Hazardous Activities. Lessee shall refrain from conducting any Hazardous Activities on the Airport or Demised Property. General Aviation Activities shall not be considered Hazardous Activities for this part. Hazardous Activities are activities considered unsafe or detrimental to the health and safety of the general public, patrons of the Airport and the Demised Property including but not limited to aerobatic stunts and tricks or skydiving activities.
  - ii. Hazardous Materials. Lessee shall not introduce or maintain on the Demised Property or Airport any Hazardous Material or equipment unless authorized herein. Any storage or usage of aviation fuel, oil or other similar substance at the Airport must be done in a manner approved by the appropriate regulatory agency.

#### 4. RENTAL.

- a. Initial Term. Lessee shall pay to the Lessor, without notice or demand therefor, the sum of \$.35 per square foot per year or \$367.50 per year. All payments of rent hereunder shall be made to the City of Wilson at its address, PO Box 10, Wilson, North Carolina 27894, on or before August 1 of each year of this Lease, with the first payment being due and payable on or before August 1, 2024. In the event that rental payments are not received by Lessor within five (5) days of the due date, the Lessee shall, without further notice or demand, pay to Lessor a late payment fee of Fifty Dollars (\$50.00).



5. **TITLE; OWNERSHIP OF PROPERTY; LIENS.**

- a. **Real Property.** Title to and ownership of all real property at the Airport shall remain with the Lessor. Lessee shall refrain from entering into any transaction which would deprive the Lessor of any of Lessor's ownership rights and powers necessary to perform covenants of any grant agreements or other obligations of the Lessor.
- b. **Personal Property.** Title to personal property shall at all times during the term of this Lease remain with the Lessor and Lessee as their individual interests may appear at the time of execution of this Lease. Upon termination of this Lease for any cause, Lessee shall remove all of its personal property from the Airport within thirty (30) days after said termination. If Lessee fails to remove said personal property, the Lessor may thereafter remove said property at Lessee's expense.
- c. **Liens And Encumbrances.** In no event shall Lessee permit or suffer to exist any mortgage, deed of trust, tax lien or other encumbrance on or against the Demised Property. Upon the Lessor's discovery of any such lien, the Lessor may (a) promptly give written notice thereof to the Lessee, and (b) Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee receives notice. If Lessee fails to discharge any such lien(s) within such period, in addition to any other rights or remedy hereunder, the Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or by bonding. Any amount so paid or deposited by the Lessor, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, shall be payable by Lessee to the Lessor upon demand together with interest accruing at the statutory rate.
- d. **Materialman's Liens.** Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Lessee or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or use of the Demised Property or the Airport, and in all events will bond or cause to be bonded, or pay or cause to be paid in full forthwith, any mechanic's, materialman's or other lien or encumbrance that arises due to the actions of Lessee, or Lessee's Agents, against the Demised Property or the Airport.
- e. **Right to Contest.** Lessee shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Demised Property or the Airport to satisfy the same, provided that such contest shall not subject Lessor to the risk of any criminal liability or civil penalty, and provided further that Lessee shall give such reasonable

security as may be requested by Lessor to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Demised Property or Airport by reason of such nonpayment, and **Lessee hereby indemnifies Lessor for any such liability or penalty.** Upon the termination after final appeal of any proceeding relating to any amount contested by Lessee pursuant to this Section, Lessee shall immediately pay any amount determined in such proceeding to be due, and in the event Lessee fails to make such payment, Lessor shall have the right after five (5) days written notice to Lessee to make any such payment on behalf of Lessee and charge Lessee therefor, together with interest thereon from the date of payment at the statutory interest rate.

- f. NOTICE IS HEREBY GIVEN THAT LESSOR SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE LESSEE OR TO ANYONE HOLDING ANY OF THE PRIVATE HANGAR OR DEMISED PROPERTY THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN AND TO ANY PORTION OF THE DEMISED PROPERTY OR AIRPORT. LESSOR SHALL BE PERMITTED TO POST ANY NOTICES ON THE PRIVATE HANGAR, DEMISED PROPERTY OR AIRPORT REGARDING SUCH NON-LIABILITY OF LESSOR.

- 6. **INDEMNIFICATION.** Lessee is and shall be deemed to be an independent contractor responsible to all parties for its acts and omissions; and Lessor is not and shall in no way be responsible for the acts or omissions of Lessee. Lessee shall indemnify, defend and hold Lessor and Lessor's agents, employees, licensees or invitees ("Lessor's Parties") harmless from any and all claims, losses, expenses, liabilities, actions, suits, or judgments for personal injury or property damage, including those of third parties ("Losses") by reason of, or resulting from, whether directly or indirectly, or arising out of or related to (i) Lessee's or Lessee's agents, employees, licensees or invitees ("Lessee Party") ownership, operation, use or maintenance of the Private Hangar, Demised Property or Airport; (ii) the negligence or willful misconduct of Lessee or any Lessee Party in connection with the transactions contemplated by this Lease; (iii) any release of Hazardous Materials on the Demised Property or Airport caused or permitted by Lessee or any Lessee Party; or (iv) any environmental claim from a third party with regard to a violation or alleged violation of any environmental law by Lessee or any Lessee Party. Expenses as used herein shall include, without limitation, the cost incurred by the Lessor or the Lessor's Parties, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against the Lessor or the Lessor's Parties. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of the Lessor. The provisions of this paragraph 6 shall survive the expiration or termination of the Initial Term or any Renewal Term.

7. **INSURANCE.**

- a. **Liability Insurance.** The Lessee agrees to procure and maintain in force insurance coverage providing for the payment of any claims or judgments against the Lessor

and/or its agents or employees resulting in any manner from the Lessee's use and operation of the Private hangar and Demised Property in the sum of:

- i. Bodily Injury in the amount of One Hundred Thousand Dollars (\$100,000) for each person and Three Hundred Thousand Dollars (\$300,000) per occurrence.
  - ii. Property damage in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence.
  - iii. Excess Liability Coverage in the amount of One Million Dollars (\$1,000,000).
- b. Casualty and Fire Insurance. Lessee agrees to maintain such casualty or property damage insurance on the Private Hangar and personal property maintained on the Demised Property for at least 100% of the replacement value of the Private Hangar and any such personal property at Lessee's sole expense. Such insurance shall insure against fire, with extended cover including windstorm, vandalism and malicious damage.
- c. Notice Of Claim. In addition to notifying its insurer(s) in accordance with each policy, Lessee shall provide prompt written Notice to Lessor as soon as reasonably possible of any accident or loss relating to the Private Hangar or Demised Property.
- d. Policy Terms. The liability policy described above (a) shall be primary, without right of contribution from any other insurance which may be carried by the Lessor, and (b) shall include the Lessor, as an additional insured to the extent of the acts or omissions of Lessee with respect to liability coverage.
- e. Certificates. On the Commencement Date, Lessee shall provide the Lessor with written evidence of the insurance required herein above in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect. Each policy shall provide that it is not subject to cancellation except after thirty (30) days following notice to Lessee. Lessee shall provide thirty (30) days written notice to the Lessor prior to the expiration of any such policy. Lessee shall maintain all such insurance with insurance underwriters authorized to do business in the State of North Carolina.
- f. Waiver Of Subrogation. All policies obtained hereunder shall have a provision waiving rights of subrogation by the insurer against the Lessor for or based upon any loss or damage caused by, but not limited to, fire, explosion or other insured casualty relating to the Private Hangar, Demised Property or Airport, whether such fire, explosion or other insured casualty shall arise from the negligence of the Lessor or Lessee, their respective agents, representatives or employees, or otherwise.

## 8. DAMAGE OR DESTRUCTION OF PROPERTY.



- a. Notice. Lessee shall notify the Lessor immediately of any damage to the Private Hangar, Demised Property or Airport. Such immediate notice may be made verbally to expedite the process. Any such verbal notification must be confirmed in writing explaining the nature of the damage and describing the property damaged within ten (10) days of any such occurrence.
- b. Damage. If the Private Hangar is partially damaged or destroyed by fire or other casualty so that the same can be reasonably repaired within 30 days, Lessee shall repair and restore the Private Hangar to a good, safe and functioning condition. Any and all such repairs and restoration shall be done with the Lessor approval and oversight. All plans for repair and restoration shall be submitted in writing to the Lessor for review and approval in writing prior to the commencement of any and all such repairs.
- c. Total Destruction. If the Private Hangar is damaged to the extent that repairs cannot reasonably be made to salvage the property destroyed, Lessee may terminate this Lease and surrender the Demised Property as required by Paragraph 15 herein.

9. CONDEMNATION.

- a. Condemnation Proceeds. If at any time the Airport, Demised Property, or any portion thereof is condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be the Lessor's sole property.
- b. Total Taking. If the entire Airport is condemned or transferred in lieu of condemnation, the Lease shall terminate at the time title vests in the condemning authority. In the event of a permanent taking of the fee title to or of control of Airport ("Total Taking"), this Lease shall terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any Rent or other impositions hereunder payable or obligations owed by Lessee to Lessor as of the date of said Total Taking shall be paid or otherwise carried out in full.
- c. Partial Taking. If a portion, but less than all, of the Airport is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Airport which has not been so condemned or transferred. Notwithstanding the foregoing, Lessee may terminate this Lease without penalty by giving thirty (30) days written notice of termination to Lessor if, in Lessee's discretion, the Demised Property or Airport are not suitable for Lessee's intended use following such condemnation or transfer in lieu thereof provided that any amounts due hereunder payable or obligations owed by Lessee to Lessor as of the date of said Partial Taking shall be paid or otherwise carried out in full.

10. COMPLIANCE WITH LAWS. Lessee covenants and agrees to observe, obey and conform to all federal, state and local laws, ordinances, rules and regulations now in effect or hereafter adopted. Lessee further agrees to observe, obey and conform to any rules or

regulations for the general operation of the Airport and its facilities, or for the conduct of the persons thereon, instituted by any local, state or federal legal authority having jurisdiction thereof.

11. **SUBLETTING AND ASSIGNMENT.** Lessee agrees that it will not sublet or assign this Lease or any of the rights, privileges, or licenses herein granted without obtaining written consent of Lessor. If Lessor consents to a sublease, Lessee shall pay the Lessor, in addition to the rent set forth hereunder, a sum equal to the tie down fee that is being charged by the fixed base operator to owners of aircraft at the Airport. In no event shall subletting or assignment be permitted except for the purpose of using the hangar to store aircraft.

12. **TERMINATION.**

a. **Termination at Option of Lessor.** Any of the following actions on the part of the Lessee shall be a default under this lease and the Lessor may, at its option, upon the happening of any of them, cancel this lease without further notice and without forfeiture, waiver or release of Lessor's rights to any sum of money due or to become due under the provisions hereof:

- i. The filing by Lessee of a voluntary petition in bankruptcy;
- ii. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings;
- iii. Taking possession of Lessee and/or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act; but not until such action, if contested, shall be finally determined in said court;
- iv. The appointment of a receiver of the Lessee or its assets;
- v. The divestiture of the Lessee of its property herein by other operation of law;
- vi. Failure of the Lessee to correct or cure any default or the failure to perform, keep and observe any of the other terms, covenants, agreements, or conditions of the Lessee, within thirty (30) days after notice of such default or failure to the Lessee, provided that the Lessor may at its option terminate this Lease upon failure to pay any rent due after five (5) days written notice to the Lessee of such nonpayment and default;
- vii. Failure of Lessee, for a period of time exceeding thirty (30) consecutive days, to continuously utilize and occupy the Private Hangar and Demised Property for storage of an aircraft;
- viii. The City Council of the City of Wilson elects to terminate the use of the Wilson Municipal Industrial Air Center as an airport or elects to use the Demised Property for some other purpose.

- b. Termination at Option of Lessee. Lessee may cancel this Lease and terminate all of its obligations hereunder with thirty (30) days written notice, provided that the Lessee is not in default in the payment of rentals, fees or charges due to the Lessor hereunder, by or after the happening of any one of the following events, provided such events are not caused by or the results of the failure of the Lessee to comply with the terms of this Lease, the regulations of the FAA, the CAB or any governmental agency, federal, state or local:
- i. The failure or refusal of the FAA or other governmental agency having jurisdiction at any time during the term of this Lease to permit Lessee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of the like size or character;
  - ii. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport by Lessee and the remaining in force of such injunction for a period of thirty (30) days;
  - iii. The inability of the Lessee to use the Airport for a period in excess of thirty (30) days in case of repairs or improvements to the runway or Airport unless the Lessor is proceeding with the repairs or improvements with due diligence;
  - iv. The default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after the receipt from Lessee of written notice to Lessee to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation;
  - v. The assumption by the United States government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict the Lessee for a period of at least thirty (30) days from use of the Private Hangar and Demised Property;
  - vi. The City Council of the City of Wilson elects to terminate the use of the Wilson Industrial Air Center as an airport or elects to use the Demised Property for some other purpose.
- c. Termination for Convenience. Either party may terminate this Lease for any reason, or no reason, upon giving the non-terminating party six (6) months written notice.

13. **REMEDIES.** Upon the occurrence of any Event of Default, Lessor may, at its option, and in addition to and cumulatively of any other rights Lessor may have at law or in equity or under this Lease, (a) cure the Lessee Event of Default on Lessee's behalf, in which event



Lessee shall reimburse Lessor on demand for all sums so expended by Lessor, (b) terminate this Lease by notice to Lessee and in conformity with procedures required herein and by applicable law, or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder, in which event Lessor shall have all remedies available at law or in equity, and should it be necessary for Lessor to take any legal action in connection with such enforcement, Lessee shall pay Lessor all attorneys' fees and expenses so incurred, all without prejudice to any remedies that might otherwise be used by Lessor for recovery or arrearages of sums due hereunder, damages as herein provided, or breach of covenant.

14. **QUIET ENJOYMENT.** Lessor agrees that, on payment of the rent and performance of the covenants and agreements by Lessee, Lessee shall peaceably hold and enjoy the Demised Property and all the rights and privileges of said Airport, its appurtenances and facilities granted herein.
15. **SURRENDER OF POSSESSION.** Upon expiration or other termination of this Lease, the Lessee's authority to use the Demised Property and Airport, rights and facilities herein granted shall cease and Lessee shall, upon such expiration or termination, promptly surrender the Demised Property to the Lessor. In surrendering the Demised Property, the Lessee agrees that the same shall be clean and free from any trash or debris. Any of Lessee's personal property not removed upon the termination of this lease, shall be deemed abandoned and, at the option of Lessor, become the sole property of Lessor. If the Private Hangar or improvements are not removed upon the termination of this lease, the same shall become the sole property of the Lessor.
16. **SUBORDINATION OF AGREEMENT.** Lessor hereby advises Lessee that the Lessor may from time to time enter into certain agreements with the United States of America, State of North Carolina, and certain agencies thereof, including the Federal Aviation Agency, regarding the construction and improvements of said Airport. Lessor further represents that it may from time to time hereafter enter into agreements with governmental agencies in respect to application for funds for improvements and maintenance of the said Airport, as required by pertinent statutes, rules and regulations of the respective and duly constituted, competent governmental authorities having jurisdiction thereof. This Lease is expressly made subject and subordinate to all of the said agreements now existing or hereafter made.
17. **SIGNS.** Lessee shall have the right to prepare, erect and maintain one (1) flat-mounted wall sign not more than ten (10) square feet in area designating Lessee's unit location within the hangar; subject to the prior written approval of the Lessor. Lessee shall submit any plans or designs for such signage to Lessor for review and approval.
18. **RIGHT OF INSPECTION.** Lessor, its agents and employees, may enter upon the Private Hangar and Demised Property hereby leased to Lessee at reasonable times for any purpose necessary, incidental to or connected with the performance of its obligations hereunder. It is agreed and understood between the parties that during the term of this Lease or any renewal thereof, the Federal Aviation Agency or any other federal or state agency shall be

permitted to enter said Private Hangar and Demised Property to inspect or make any improvements or alterations to or on said Airport.

19. **NOTICES.** All notices, consents and approvals required or authorized by this Lease to be given to or on behalf of either party to the other shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given when delivered to the party receiving the same, or at the time a letter, properly addressed and postage prepaid is delivered. Notices shall be sufficient if sent by certified mail, postage prepaid, addressed as follows or to such other respective address as the parties may designate in writing from time to time:

If to the Lessor:           City of Wilson  
                                      Attn: Airport Administrator  
                                      PO Box 10  
                                      Wilson, NC 27894

With a copy to:            Cauley Pridgen, P.A.  
                                      Attn: James P. Cauley, III  
                                      2500 Nash Street N, Ste C  
                                      Wilson, NC 27896

If to the Lessee:           Robert M. Youssef  
                                      2117 Forest Hills Rd.  
                                      Wilson, NC 27893

20. **ALCOHOLIC BEVERAGES.** No alcoholic beverages shall be stored, sold, consumed or permitted at any time upon the Airport premises by the Lessee.

21. **MOBILE HOME AND TRAILERS.** No mobile home, travel trailer, house trailer, pickup coach, motor home, camping trailer or any other portable or movable vehicle designated so that it may be mounted on wheels, skids, rollers or blocks, either self-propelled or propelled by any other means, which is used or designed to be used for residential living, sleeping, commercial or utility purposes, but not including those vehicles designated primarily for the transportation of equipment or merchandise, shall be permitted at any time on the Airport premises by the Lessee without the prior written consent of the Lessor.

22. **MISCELLANEOUS.**

- a. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between the Lessee and Lessor concerning the Private Hangar and Demised Property. The Parties shall make no claim on account of any alleged representations contained in prior discussions, correspondence, or other documents, not set forth in this Lease.

- b. Governing Law; Venue. This Lease shall be interpreted and enforced under the laws of the State of North Carolina. Any action brought to enforce this Lease and the rights and obligations herein shall be filed in the Courts of Wilson County, North Carolina.
- c. Counterparts; Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. The Lessor and Lessee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.
- d. Amendments. Neither this Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.
- e. Headings, Etc. The headings of the various Paragraphs and Sections of this Lease are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.
- f. Successors and Assigns. The terms of this Lease shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- g. Interpretation. The Parties acknowledge that this Lease, as executed, is the product of negotiations between the Lessee and Lessor and that it shall be construed fairly, in accordance with its terms, and shall not be construed for or against either Party.
- h. Severability. If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- i. No Joint Venture. Neither this Lease nor anything contained herein shall be deemed to make the Lessor in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee. Nor shall this Lease or any provision thereof be construed to authorize either to act as an agent for the other.
- j. No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this



Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed in its name by its Mayor and attested by its City Clerk, and corporate seal to be affixed, all by authority duly given, and the Lessee has executed this instrument in his individual capacity, all as of the day and year first above written.

LESSOR:

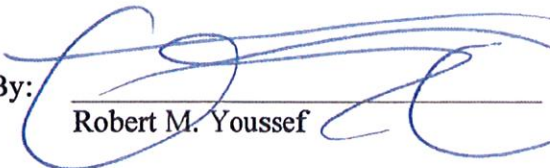
CITY OF WILSON

By: \_\_\_\_\_  
Carlton L. Stevens, Mayor

Attest:

\_\_\_\_\_(SEAL)  
Tonya A. West, City Clerk

LESSEE:

By:   
Robert M. Youssef

STATE OF NORTH CAROLINA

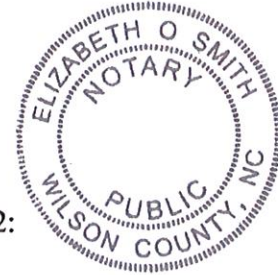
COUNTY OF Wilson

I, Elizabeth Smith, certify that Robert M. Youssef, who is either  personally known by me or  provided satisfactory evidence of his identity in the form of \_\_\_\_\_, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this 22<sup>nd</sup> day of August, 2024.

Elizabeth O Smith  
Elizabeth O Smith, Notary Public

My Commission Expires: 8/3/2025  
(SEAL)



APPROVED AS TO FORM PURSUANT TO CITY CODE SECTION 8-62:

\_\_\_\_\_  
James P. Cauley, III  
City Attorney

**Exhibit A**  
**Hangar Description**

Hangar 2A at Wilson Industrial Air Center, identified by Wilson County PIN: 3703-67-8757.000 and Parcel Number: 3703678757.Z, and bearing postal address 4545-2A Airport Drive NW, Wilson, NC 28796.

**R-037-24**

**RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF WILSON APPROVING LEASE AGREEMENT**

**WHEREAS**, N.C.G.S. §160A-272 authorizes property owned by a city to be leased; and

**WHEREAS**, the City of Wilson (hereinafter the “City”) owns land at the Wilson Industrial Air Center, located at 4545 Airport Drive, Wilson, North Carolina 27896; and

**WHEREAS**, certain portions of said land is not needed by the City for the operation and use of the airport, or for any other municipal purpose; and

**WHEREAS**, the City and Robert M. Youssef have agreed upon terms for a ten (10) year lease of Hangar 2A, located on land owned by the City at the Wilson Industrial Air Center, and notice of intent to enter said lease has been published as required by law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wilson that:

1. The City Council does hereby find that it is in the public interest to authorize the Lease Agreement with Robert M. Youssef in substantially the form attached hereto; and
2. Appropriate officials of the City of Wilson are authorized and directed to take such action and execute such documents as are necessary to implement the terms of this Resolution.

Adopted this 17th day of October, 2024.

**CITY OF WILSON**

By: \_\_\_\_\_  
Carlton L. Stevens, Mayor

Attest:

\_\_\_\_\_(SEAL)  
Tonya A. West, City Clerk





## 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, 13, and 15  
(Project 24-358)

**Issue:**

On October 1, 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:**

The Planning & Design Review 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: : **GI-1.5 and GI-3.4**

**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: **GI-1.5 and GI-3.4**

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: **GI-1.5 and GI-3.4**

**Coordination:**

Kathy Bangley, CFM, CZO, Director; 252.206.5289; [kbangley@wilsonnc.org](mailto:kbangley@wilsonnc.org).

Janet Holland, AICP, Land Development Manager; 252.399.2215; [jholland@wilsonnc.org](mailto:jholland@wilsonnc.org).

**Attachments:**

1) Proposed Chapter Updates. 2) Ordinance.

Project No. 24-358



## CHAPTER 2 DISTRICT STANDARDS

### 2.5.2 URBAN DISTRICT DEVELOPMENT STANDARDS

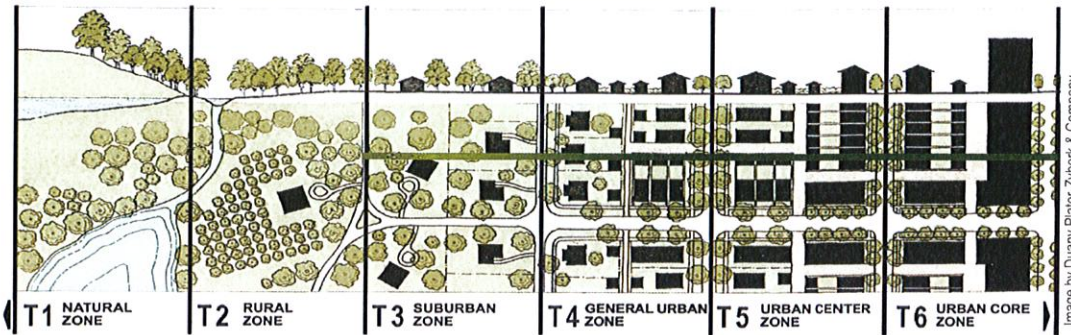


Image by Duany Plater-Zyberk & Company

Base Districts	GR6	UR RMX	IMX NMX	CCMX
<b>1. BUILDING TYPE (Section 2.5.3)</b>	Civic/Institutional Detached House	Civic/Institutional Detached House Townhouse Apartment Commercial Mixed-Use	Civic/Institutional Townhouse Apartment Commercial Mixed-Use	Civic/Institutional Townhouse Apartment Mixed-Use
<b>2. PRIVATE FRONTAGE (Section 2.5.4)</b>				
A. Common Lawn	Permitted	Permitted	Prohibited	Prohibited
B. Porch & Fence	Permitted	Permitted	Prohibited	Prohibited
C. Terrace or Light Court	Prohibited	Permitted	Permitted	Permitted
D. Forecourt	Prohibited	Permitted	Permitted	Permitted
E. Stoop	Prohibited	Permitted	Permitted	Permitted
F. Shopfront/Awning	Prohibited	Permitted	Permitted	Permitted
G. Gallery	Prohibited	Prohibited	Permitted	Permitted
H. Arcade	Prohibited	Prohibited	Permitted	Permitted
<b>3. DEVELOPMENT STANDARDS</b>				
A. Max. Density (Units/Acre)	6 dua	UR – 9 dua* RMX – 24 dua*	n/a	n/a
B. Maximum Development Size if not in TND	120 acres	60 acres	n/a	n/a
C. Building Floor Area (Max)	n/a	20,000 sf	20,000 sf (NMX)**	n/a
<b>4. PRINCIPAL BUILDING</b>		****	****	
A. Principal Front Setback	20 ft min.	6 ft min. 25 ft max.***	0 ft min. 12 ft max (NMX)*** 5 ft max. (IMX)***	0 ft min. 6 ft max.***
B. Street Side/Secondary Front Setback	10 ft min.	6 ft min.	0 ft min. 12 ft max.***	0 ft min. 6 ft max.***
C. Side (from adjacent lot) Setback	5 ft min.	0 ft (5 ft if detached)	0 ft	0 ft
D. Rear Setback	20 ft min.	3 ft	0 ft	0 ft
E. Frontage Buildout	n/a	n/a	60%	80%
<b>5. ACCESSORY STRUCTURE</b>				
A. Side Setback	5 ft min.	0 ft (5 ft if detached)	0 ft (5 ft if detached)	n/a
B. Rear Setback	5 ft min.	5 ft	5 ft	n/a
C. Garage Setback from Alley	15 ft from face of garage to centerline of alley			
D. Other Standards	20 ft min. behind building frontage line		Rear Yard Only	
<b>6. PARKING CONFIGURATION</b>				
A. Parking Location	By building type - See Section 9.3			
<b>7. HEIGHT</b>				
A. Min. Height	None	None	16 ft	2 stories
B. Max. Height	3 stories	UR-3 stories RMX-4 stories	None	None

\* Infill projects less than 2 acres are exempt from this maximum density requirement.

\*\* May exceed building floor area maximum as part of a Conditional District. See Section 15.15 for provisions related to Conditional District (CD) approval.

\*\*\* A portion, or portions, of the building may exceed the maximum setback when using the "Forecourt" or "Terrace or Light Court" frontage types as outlined in Section 2.5.4.

\*\*\*\* Maximum setbacks in UR, RMX, IMX and NMX are exempt along an Arterial Road.



CHAPTER 2 TABLE

A. RESIDENTIAL	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	CCMX	References
Dwelling-Single Family	P	-	P	P	P	-	-	-	P	-	-	P	P	P	P	-	-	
Dwelling-Two Family	-	-	-	-	PS	-	-	-	PS	-	-	PS	PS	PS	-	-	-	3.2.1
Dwelling-Townhome	-	-	-	-	PS	-	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	
Dwelling-Multifamily	-	-	-	-	-	-	PS	PS	PS	-	-	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

C. OFFICE/SERVICE	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	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	
Crematoria	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	-	-	-	-	-	-	-	-	-	3.4.7
Funeral Homes	P	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	
Home Occupation	PS	-	PS	PS	PS	-	P	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
Medical Clinic	-	-	-	-	-	P	P	P	P	-	-	-	SUP	P	P	P	P	3.4.5
Personal Services	-	-	-	-	-	P	P	P	P	P	-	-	-	P	P	P	P	
Personal Services, Restricted	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Post Office	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	
Professional Services	-	-	-	-	-	P	P	P	P	P	P	-	P	P	P	P	P	
Support Services, Commercial	-	-	-	-	-	-	PS	PS	-	PS	PS	-	-	-	-	-	PS	3.4.6
Small Equipment Repair/Rental	-	-	-	-	-	-	P	P	-	P	P	-	-	-	P	P	P	
Veterinary Clinic	PS	-	-	-	-	PS	PS	PS	-	PS	PS	-	-	PS	PS	PS	PS	3.4.3

F. EDUCATIONAL/INSTITUTIONAL	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	CCMX	References
Child/Adult Day Care Home (8 or less persons)	PS	-	PS	PS	PS	PS	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.7.1
Child/Adult Day Care Center (More than 8 persons)	-	-	-	-	-	PS	PS	PS	PS	-	-	SUP	SUP	PS	PS	PS	PS	3.7.2
College/University	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	P	P	
Community Support Facility	-	-	-	-	-	-	PS	PS	PS	-	-	-	-	PS	PS	PS	SUP	3.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	SUP	SUP	-	-	-	-	-	SUP	3.7.4
Day Treatment Center	-	-	-	-	-	-	PS	PS	PS	PS	PS	-	-	PS	PS	PS	-	3.7.5
Hospital	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	
Schools – Elementary & Secondary	PS	-	-	PS	PS	PS	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.7.6
Schools – Vocational/Technical	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Studio – Art, dance, martial arts, music	P	-	-	-	-	P	P	P	P	P	-	-	-	P	P	P	P	

*Day Treatment Centers will be added as PS – Permitted with Standards. Professional Services and Support Services, Commercial will be permitted by right in Heavy Industrial districts. This will help facilitate the reuse of older buildings in the district.*



## CHAPTER 3 SUPPLEMENTAL AND TEMPORARY USE STANDARDS

### ~~3.2.1 DWELLING – TWO FAMILY [SR6, GR6, UR]~~

- ~~A. **Building Location:** Two Family Dwellings shall be limited to one per block face.~~
- ~~B. **Building Type:** Two Family Dwellings (duplexes) shall be restricted to the Detached House building type as described in Section 2.5.3. A maximum of 2 units is permitted in a Detached House building type.~~

### ~~3.2.2 DWELLING – MULTIFAMILY & DWELLING - TOWNHOME [SR6, GC, HC, GR6, UR, RMX, NMX, IMX, CCMX]~~

#### ~~A. **GC, HC and CCMX Districts:**~~

- ~~1. Multi-Family uses shall be limited to the second and higher floors in vertical mixed-use buildings only.~~
- ~~2. Townhomes shall be limited to 33% of the proposed residential units. CCMX is exempt from this requirement.~~

#### ~~B. **GR6 District:** Multifamily uses in this district shall be allowed as part of an approved Conditional District only and must comply with the following requirements:~~

- ~~1. **Building Location:** Buildings with multifamily uses shall be limited to one per block face.~~
- ~~2. **Building Type:** Buildings shall be limited to detached house building types, with a maximum of 4 units on a single lot.~~

#### ~~C. **UR, RMX, NMX and IMX Districts:** Multifamily uses in these districts shall be subject to discretionary design review in accordance with Chapter 5.~~

### 3.2.1 DWELLING – TWO FAMILY [SR6, ICD, GR6, UR, RMX]

#### A. **SR6 and GR6 Districts**

- 1. Two family dwellings shall be limited to one per block face.
- 2. Two-Family Dwellings (duplexes) shall be restricted to the Detached House building type as described in Section 2.5.3. A maximum of 2 units is permitted in a Detached House.

#### B. **ICD and RMX Districts** shall be limited to in-fill lots.

### 3.2.2 DWELLING – TOWNHOME [SR6, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]

#### A. **SR6 AND GR6 Districts** shall limit townhomes to 45% of the proposed residential units in the development.

#### B. All Townhome developments shall incorporate visitor parking at 25% of the required off street parking per Chapter 9.

### 3.2.3 DWELLING – MULTIFAMILY [GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]

#### A. **GC, HC and CCMX Districts:**

Multi-Family uses shall be limited to the second and higher floors in vertical mixed-use buildings only.

#### B. **GR6 District:** Multifamily uses in this district shall be allowed as part of an approved Conditional District only and must comply with the following requirements.

**Building Location:** Buildings with multifamily uses shall be limited to one driveway per block face.

#### C. **UR, RMX, NMX and IMX Districts:** Multifamily uses in these districts shall be subject to discretionary design review in accordance with Chapter 5.

*The proposed revisions are an effort to encourage a variety of housing types across all residential districts. The intent is to allow creativity of development as well as affordability throughout Wilson.*

3.4.6 SUPPORT SERVICES, COMMERCIAL [GC, HC, LI, HI, IMX]

A. Outdoor Storage as an Accessory Use:

1. Area may not exceed 25 percent of the site.
2. Area(s) must be located in the side or rear yard and a minimum of 100 feet from a public or private street or right-of-way.

B. **Buffering:** If site includes outdoor storage as an accessory use then a Type B buffer is required along all adjacent properties.

*Establishes the HI district as applicable in the standards.*

3.7.1 CHILD/ADULT DAY CARE HOME (8 OR LESS PERSONS) [R/A, MHR, SR4, SR6, NC, GC, HC, ICD, GR6, UR, RMX, NMX, IMX]

A. **Compliance with State Requirements:** Child/Adult Day-Care Homes shall meet the certification requirements of the North Carolina Department of Health and Human Service's "Adult Day Care and Day Health Services Standards for Certification" and/or the "Family Child Care Home Regulations." Such uses provide an organized program of services during the day in a community group setting.

B. **Location:** Child/Adult Day Care Homes shall be permitted only in a private residence occupied by the authorized operator.

C. **Separation Requirement:** All Child/Adult Day Care Homes shall be located at least 500 feet from another Child/Adult Day Care Home.

D. **Hours of operation for additional Shifts shall require a Special Use Permit.**

3.7.2 CHILD/ADULT DAY CARE CENTER (MORE THAN 8 PERSONS) [NC, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]

A. **Compliance with State Requirements:** Child/Adult Day-Care Centers shall meet the requirements of the North Carolina Department of Health and Human Service's "Adult Day Care and Day Health Services Standards for Certification" and/or the "Child Care Center Regulations." Such uses provide an organized program of services during the day in a community group setting. Where such uses are part of a "recreation facility" offering community recreational opportunities to a wide range of age groups or residents, the day-care center may be considered part of the "recreation facility" as provided for and regulated by this ordinance. **Shift care can be provided with appropriate approval by DHHS.**

B. **Passenger Loading Space:** Adequate access to and from the site, as well as adequate off-street space must be provided for the pickup and discharge of children and adults.

C. **Location in GR6 and UR Districts:** Child/Adult Day Care Centers in the GR6 and UR districts shall be located on a collector or higher order street.

*These amendments are proposed as a result of requests for the inclusion of offering "shift" options for child care.*



### 3.7.5 DAY TREATMENT CENTERS [GC, HC, ICD, LI, HI, RMX, NMX, IMX]

- A. **Separation Requirement:** Centers shall be located at least 100 feet from any building in residential use.
- B. **Hours of Operation:** Centers shall not operate to serve consumers/clients on-site between the hours of 9:00 p.m. and 6:00 a.m. the following morning.

*Establishes the HI district as applicable in the standards.*

## Chapter 13 Nonconformities

### 13.5.2 STANDARDS FOR NONCONFORMING USES

- A. **Continuation Permitted:** Any legally-established nonconforming use may be continued subject to the standards listed in this chapter. Expansions of such uses are permitted only in accordance with Section 13.5.2.B, below. Once a nonconforming use is discontinued as per Section 13.2.3, above, it may not later be reestablished or converted to any other nonconforming use.
- B. **Expansion of Use:** Except as otherwise stated below, no building or structure devoted to a nonconforming use shall be enlarged, extended, reconstructed, moved, or structurally altered unless such building or structure is thereafter devoted to a conforming use. However, routine maintenance of any structure containing a nonconforming use is permitted. Buildings housing nonconforming uses may be expanded, to include demolition and expanded reconstruction, upon the issuing of a Special Use Permit by the **Planning and Design Review Board of Adjustment** provided that all of the following conditions are met:
  - 1. The lot on which the use is located has an area of 20,000 square feet or greater (not applicable to single-family residential uses);  
The expansion, or cumulative expansions, to the building(s) containing the nonconforming use may not exceed 20% of the gross floor area of said building(s); and
  - 2. The expansion, or cumulative expansions, of the use on the lot itself may not exceed 20% of the lot area occupied by such use.

## Chapter 15 - Administration

### 15.2.4 PERMIT/PROCESS TYPE TABLE

Permit/ Process Type	Section	Permit/ Process Type	Reviewing Agency	Public Notification (See 15.3)	Approving Agency	Appeal Process	Permit Period	Permit Extension
Development Compliance Certificate	15.6.1	Administrative	Admin	None	Admin	BOA	6 months 1 year	6 months
Temporary Use Permit	15.6.2	Administrative	Admin	None	Admin	BOA	See 3.12	n/a
Certificate of Occupancy	15.6.3	Administrative	Admin	None	Admin	BOA	n/a	n/a
Modification of Dimensional Standards	15.6.4	Administrative	Admin	None	Admin	BOA	n/a	n/a
Grading Permit	15.7.1	Administrative	Admin	None	Admin	BOA	3 years	Re-submit
Erosion Control Plan	15.7.2	Administrative	Admin	None	Admin	Admin, NCSCC	3 years	Re-submit
Floodplain Development Permit	15.7.3	Administrative	Admin	None	Admin	BOA	1 year	Re-submit
Watershed Development Permit	15.7.4	Administrative	Admin	None	Admin	BOA	1 year	1 year
Stormwater Management Permit	15.7.5	Administrative	Admin	None	Admin	BOA	1 year	1 year

### 15.6 ADMINISTRATIVE PERMITS

#### 15.6.1 DEVELOPMENT COMPLIANCE CERTIFICATE (DCC)

**H. Permit Validity:** Upon the approval of the Compliance Certificate, the applicant shall have **6 months 1 year** to obtain a building permit or otherwise begin the permitted use. Failure to secure building permits for the permitted work within this time shall render the compliance void. Upon issuance of a building permit, the Compliance Certificate shall remain valid as long as a valid building permit exists for the project. Any change to the approved plans that has not been authorized by the Administrator shall invalidate the Compliance Certificate and any subsequent building permits.

*The amendments to the DCC language are to bring it into compliance with state statute.*



**O-083-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF WILSON TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE  
(UDO) TO CODIFY/AMEND CHAPTERS 2, 3, 13 AND 15 WITH REGARDS TO  
USES, SUPPLEMENTAL STANDARDS, NON-CONFORMITIES  
ADMINISTRATION AND BEST PRACTICES**

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

SECTION 1. The Chapter 2, entitled "District Standards," in Section 2.5 entitled "District Development Standards," in Section 2.5.2 entitled "Urban District Development Standards," should be amended as follows:

Base Districts	GR6	UR RMX	IMX NMX	CCMX
<b>1. BUILDING TYPE (Section 2.5.3)</b>	Civic/Institutional Detached House	Civic/Institutional Detached House Townhouse Apartment Commercial Mixed-Use	Civic/Institutional Townhouse Apartment Commercial Mixed-Use	Civic/Institutional Townhouse Apartment Mixed-Use
<b>2. PRIVATE FRONTAGE (Section 2.5.4)</b>				
A. Common Lawn	Permitted	Permitted	Prohibited	Prohibited
B. Porch & Fence	Permitted	Permitted	Prohibited	Prohibited
C. Terrace or Light Court	Prohibited	Permitted	Permitted	Permitted
D. Forecourt	Prohibited	Permitted	Permitted	Permitted
E. Stoop	Prohibited	Permitted	Permitted	Permitted
F. Shopfront/Awning	Prohibited	Permitted	Permitted	Permitted
G. Gallery	Prohibited	Prohibited	Permitted	Permitted
H. Arcade	Prohibited	Prohibited	Permitted	Permitted
<b>3. DEVELOPMENT STANDARDS</b>				
A. Max. Density (Units/Acre)	6 dua	UR – 9 dua* RMX – 24 dua*	n/a	n/a
B. Maximum Development Size if not in TND	120 acres	60 acres	n/a	n/a
C. Building Floor Area (Max)	n/a	20,000 sf	20,000 sf (NMX)**	n/a
<b>4. PRINCIPAL BUILDING</b>		****	****	
A. Principal Front Setback	20 ft min.	6 ft min. 25 ft max.***	0 ft min. 12 ft max (NMX)*** 5 ft max. (IMX)***	0 ft min. 6 ft max.***
B. Street Side/Secondary Front Setback	10 ft min.	6 ft min.	0 ft min. 12 ft max.***	0 ft min. 6 ft max.***
C. Side (from adjacent lot) Setback	5 ft min.	0 ft (5 ft if detached)	0 ft	0 ft
D. Rear Setback	20 ft min.	3 ft	0 ft	0 ft
E. Frontage Buildout	n/a	n/a	60%	80%
<b>5. ACCESSORY STRUCTURE</b>				
A. Side Setback	5 ft min.	0 ft (5 ft if detached)	0 ft (5 ft if detached)	n/a
B. Rear Setback	5 ft min.	5 ft	5 ft	n/a
C. Garage Setback from Alley	15 ft from face of garage to centerline of alley			
D. Other Standards	20 ft min. behind building frontage line		Rear Yard Only	
<b>6. PARKING CONFIGURATION</b>				
A. Parking Location	By building type - See Section 9.3			
<b>7. HEIGHT</b>				
A. Min. Height	None	None	16 ft	2 stories
B. Max. Height	3 stories	UR-3 stories RMX-4 stories	None	None

\* Infill projects less than 2 acres are exempt from this maximum density requirement.

\*\* May exceed building floor area maximum as part of a Conditional District. See Section 15.15 for provisions related to Conditional District (CD) approval.

\*\*\* A portion, or portions, of the building may exceed the maximum setback when using the "Forecourt" or "Terrace or Light Court" frontage types as outlined in Section 2.5.4.

\*\*\*\* Maximum setbacks in UR, RMX, IMX and NMX are exempt along an Arterial Road.

SECTION 2. 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:

A. RESIDENTIAL	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	CCMX	References
Dwelling-Single Family	P	-	P	P	P	-	-	-	P	-	-	P	P	P	P	-	-	-
Dwelling-Two Family	-	-	-	-	PS	-	-	-	PS	-	-	PS	PS	PS	-	-	-	3.2.1
Dwelling-Townhome	-	-	-	-	PS	-	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.2.2
Dwelling-Multifamily	-	-	-	-	-	-	PS	PS	PS	-	-	PS & CD	PS	PS	PS	PS	PS	3.2.3
Dwelling-Accessory	PS	-	PS	PS	PS	-	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.2.

C. OFFICE/SERVICE	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	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	
Crematoria	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	-	-	-	-	-	-	-	-	-	3.4.7
Funeral Homes	P	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	
Home Occupation	PS	-	PS	PS	PS	-	P	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
Medical Clinic	-	-	-	-	-	P	P	P	P	-	-	-	SUP	P	P	P	P	3.4.5
Personal Services	-	-	-	-	-	P	P	P	P	P	-	-	-	P	P	P	P	
Personal Services, Restricted	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Post Office	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	
Professional Services	-	-	-	-	-	P	P	P	P	P	P	-	P	P	P	P	P	
Support Services, Commercial	-	-	-	-	-	-	PS	PS	-	PS	PS	-	-	-	-	PS	-	3.4.6
Small Equipment Repair/Rental	-	-	-	-	-	-	P	P	-	P	P	-	-	-	P	P	P	
Veterinary Clinic	PS	-	-	-	-	PS	PS	PS	-	PS	PS	-	-	PS	PS	PS	PS	3.4.3

And

F. EDUCATIONAL/INSTITUTIONAL	R/A	OS	MHR	SR4	SR6	NC	GC	HC	ICD	LI	HI	GR6	UR	RMX	NMX	IMX	CCMX	References
Child/Adult Day Care Home (8 or less persons)	PS	-	PS	PS	PS	PS	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.7.1
Child/Adult Day Care Center (More than 8 persons)	-	-	-	-	-	PS	PS	PS	PS	-	-	SUP	SUP	PS	PS	PS	PS	3.7.2
College/University	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	P	P	
Community Support Facility	-	-	-	-	-	-	PS	PS	PS	-	-	-	-	PS	PS	PS	SUP	3.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	SUP	SUP	-	-	-	-	-	SUP	3.7.4
Day Treatment Center	-	-	-	-	-	-	PS	PS	PS	PS	PS	-	-	PS	PS	PS	-	3.7.5
Hospital	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	
Schools – Elementary & Secondary	PS	-	-	PS	PS	PS	PS	PS	PS	-	-	PS	PS	PS	PS	PS	PS	3.7.6
Schools – Vocational/Technical	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	P	
Studio – Art, dance, martial arts, music	P	-	-	-	-	P	P	P	P	P	-	-	-	P	P	P	P	

SECTION 3. That Chapter 3, entitled “Supplemental and Temporary Use Standards”, in Section 3.2, entitled “Supplemental Use Standards – Residential”, Section 3.2.1, entitled “Dwelling – Two Family [SR6, ICD, GR6, UR, RMX]”, Section 3.2.2, entitled “Dwelling - Townhome [SR6, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX] and 3.2.3 entitled “Dwelling – Multifamily [GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX] should be amended as follows and all subsequent sections of 3.2 be renumbered in sequence:

**3.2.1 DWELLING – TWO FAMILY [SR6, ICD, GR6, UR, RMX]**

**A. SR6 and GR6 Districts**

1. Two family dwellings shall be limited to one per block face.
2. Two-Family Dwellings (duplexes) shall be restricted to the Detached House building type as described in Section 2.5.3. A maximum of 2 units is permitted in a Detached House.

**B. ICD and RMX Districts shall be limited to in-fill lots.**

**3.2.2 DWELLING – TOWNHOME [SR6, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]**

**A. SR6 AND GR6 Districts shall limit townhomes to 45% of the proposed residential units in the development.**

**B. ALL TOWNHOME DEVELOPMENTS SHALL INCORPORATE VISITOR PARKING AT 25% OF THE REQUIRED OFF STREET PARKING PER CHAPTER 9.**

**3.2.3 DWELLING – MULTIFAMILY [GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]**

**A. GC, HC and CCMX Districts:**

Multi-Family uses shall be limited to the second and higher floors in vertical mixed-use buildings only.

**B. GR6 District:** Multifamily uses in this district shall be allowed as part of an approved Conditional District only and must comply with the following requirements.

**Building Location:** Buildings with multifamily uses shall be limited to one driveway per block face.

**C. ICD, UR, RMX, NMX and IMX Districts:** Multifamily uses in these districts shall be subject to discretionary design review in accordance with Chapter 5.

SECTION 4. That Chapter 3, entitled “Supplemental and Temporary Use Standards,” in Section 3.4 “Supplemental Use Standards – Office/Service,” Section 3.4.6, entitled “Support Services, Commercial [GC, HC, LI, HI, IMX],” should be added as follows:

**3.4.6 SUPPORT SERVICES, COMMERCIAL [GC, HC, LI, HI, IMX]**

**A. Outdoor Storage as an Accessory Use:**

1. Area may not exceed 25 percent of the site.
2. Area(s) must be located in the side or rear yard and a minimum of 100 feet from a public or private street or right-of-way.



- B. **Buffering:** If site includes outdoor storage as an accessory use then a Type B buffer is required along all adjacent properties.

SECTION 5. That Chapter 3, entitled “Supplemental and Temporary Use Standards,” in Section 3.7 “Supplemental Use Standards – Educational/Institutional,” Section 3.7.1, entitled “Child/Adult Day Care Home (8 or less persons) [R/A, MHR, SR4, SR6, NC, GC, HC, ICD, GR6, UR, RMX, ],” should be amended as follows:

- 3.7.1 **CHILD/ADULT DAY CARE HOME (8 OR LESS PERSONS) [R/A, MHR, SR4, SR6, NC, GC, HC, ICD, GR6, UR, RMX, NMX, IMX]**
  - A. **Compliance with State Requirements:** Child/Adult Day-Care Homes shall meet the certification requirements of the North Carolina Department of Health and Human Service’s “Adult Day Care and Day Health Services Standards for Certification” and/or the “Family Child Care Home Regulations.” Such uses provide an organized program of services during the day in a community group setting.
  - B. **Location:** Child/Adult Day Care Homes shall be permitted only in a private residence occupied by the authorized operator.
  - C. **Separation Requirement:** All Child/Adult Day Care Homes shall be located at least 500 feet from another Child/Adult Day Care Home.
  - D. **Special Use Permit:** Required for hours of operation for additional shifts.

SECTION 6. That Chapter 3, entitled “Supplemental and Temporary Use Standards,” in Section 3.7 “Supplemental Use Standards – Educational/Institutional,” Section 3.7.2, entitled “Child/Adult Day Care Center (more than 8 persons) [NC, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX ],” should be amended as follows:

- 3.7.2 **CHILD/ADULT DAY CARE CENTER (MORE THAN 8 PERSONS) [NC, GC, HC, ICD, GR6, UR, RMX, NMX, IMX, CCMX]**
  - A. **Compliance with State Requirements:** Child/Adult Day-Care Centers shall meet the requirements of the North Carolina Department of Health and Human Service’s “Adult Day Care and Day Health Services Standards for Certification” and/or the “Child Care Center Regulations.” Such uses provide an organized program of services during the day in a community group setting. Where such uses are part of a “recreation facility” offering community recreational opportunities to a wide range of age groups or residents, the day-care center may be considered part of the “recreation facility” as provided for and regulated by this ordinance. Shift care can be provided with appropriate approval by DHHS.
  - B. **Passenger Loading Space:** Adequate access to and from the site, as well as adequate off-street space must be provided for the pickup and discharge of children and adults.
  - C. **Location in GR6 and UR Districts:** Child/Adult Day Care Centers in the GR6 and UR districts shall be located on a collector or higher order street.

SECTION 7. That Chapter 3, entitled “Supplemental and Temporary Use Standards,” in Section 3.7 “Supplemental Use Standards – Educational/Institutional,” Section 3.7.5, entitled “Day Treatment Centers” [GC, HC, ICD, LI, HI, RMX, NMX, IMX] should be amended as follows:

**3.7.5 DAY TREATMENT CENTERS [GC, HC, ICD, LI, HI, RMX, NMX, IMX]**

- A. Separation Requirement:** Centers shall be located at least 100 feet from any building in residential use.
- B. Hours of Operation:** Centers shall not operate to serve consumers/clients on-site between the hours of 9:00 p.m. and 6:00 a.m. the following morning.

SECTION 8. That Chapter 13, entitled “Nonconformities,” in Section 13.5 “Nonconforming Uses & Structures”, in subsection 13.5.2 entitled “Standards for Nonconforming Uses”, shall be amended as follows:

**13.5.2 STANDARDS FOR NONCONFORMING USES**

- A. Continuation Permitted:** Any legally-established nonconforming use may be continued subject to the standards listed in this chapter. Expansions of such uses are permitted only in accordance with Section 13.5.2.B, below. Once a nonconforming use is discontinued as per Section 13.2.3, above, it may not later be reestablished or converted to any other nonconforming use.
- B. Expansion of Use:** Except as otherwise stated below, no building or structure devoted to a nonconforming use shall be enlarged, extended, reconstructed, moved, or structurally altered unless such building or structure is thereafter devoted to a conforming use. However, routine maintenance of any structure containing a nonconforming use is permitted. Buildings housing nonconforming uses may be expanded, to include demolition and expanded reconstruction, upon the issuing of a Special Use Permit by the Board of Adjustment provided that all of the following conditions are met:
  - 1. The lot on which the use is located has an area of 20,000 square feet or greater (not applicable to single-family residential uses);  
The expansion, or cumulative expansions, to the building(s) containing the nonconforming use may not exceed 20% of the gross floor area of said building(s); and
  - 2. The expansion, or cumulative expansions, of the use on the lot itself may not exceed 20% of the lot area occupied by such use.

SECTION 9. That Chapter 15, entitled “Administration,” in Section 15.2. entitled “General Provisions and Applicability”, in subsection 15.2.4 “Permit/Process Type Table”, shall be amended as follows:

Permit/ Process Type	Section	Permit/ Process Type	Reviewing Agency	Public Notification (See 15.3)	Approving Agency	Appeal Process	Permit Period	Permit Extension
Development Compliance Certificate	15.6.1	Administrative	Admin	None	Admin	BOA	1 year	6 months
Temporary Use Permit	15.6.2	Administrative	Admin	None	Admin	BOA	See 3.12	n/a
Certificate of Occupancy	15.6.3	Administrative	Admin	None	Admin	BOA	n/a	n/a
Modification of Dimensional Standards	15.6.4	Administrative	Admin	None	Admin	BOA	n/a	n/a
Grading Permit	15.7.1	Administrative	Admin	None	Admin	BOA	3 years	Re-submit
Erosion Control Plan	15.7.2	Administrative	Admin	None	Admin	Admin, NCSCC	3 years	Re-submit
Floodplain Development Permit	15.7.3	Administrative	Admin	None	Admin	BOA	1 year	Re-submit
Watershed Development Permit	15.7.4	Administrative	Admin	None	Admin	BOA	1 year	1 year
Stormwater Management Permit	15.7.5	Administrative	Admin	None	Admin	BOA	1 year	1 year

SECTION 10. That Chapter 15, entitled “Administration”, in section 15.6 entitled “Administrative Permits”, subsection 15.6.1 “Development Compliance Certificate (DCC)”, shall be amended as follows:

**H. Permit Validity:** Upon the approval of the Compliance Certificate, the applicant shall have 1 year to obtain a building permit or otherwise begin the permitted use. Failure to secure building permits for the permitted work within this time shall render the compliance void. Upon issuance of a building permit, the Compliance Certificate shall remain valid as long as a valid building permit exists for the project. Any change to the approved plans that has not been authorized by the Administrator shall invalidate the Compliance Certificate and any subsequent building permits.

SECTION 11. 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 12. 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 13. 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 14. That this ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed above.

SECTION 15. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 16. 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 17<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Carlton L. Stevens, Mayor

ATTEST:

\_\_\_\_\_  
Tonya A. West, City Clerk

PROJECT # 24-358





CITY OF WILSON

Agenda Item 6

Meeting Date October 17, 2024

## City Council Agenda Item Cover Sheet

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**To:** Honorable Mayor, Members of City Council and City Manager  
**From:** Amy Staton, Chief Financial Officer  
**Subject:** Resolution Authorizing Filing an Application with LGC

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**Issue:**  
Resolution

**Background / Summary:**

The city is required to inventory and identify information on water service lines. The state is offering a revolving loan in the amount of \$1 million with 60% forgiven and the remaining 40% payable at 0% interest.

**Fiscal or Other Impact:**

The annual loan payment is estimated to be \$80,000 for 5 years.

**Recommendation:**

Adopt the resolution authorizing the filing of the financing application with the LGC and reimbursement of expenses with loan proceeds.

**Coordination:**

Amy Staton, Chief Financial Officer

**Attachments:**

Resolution Authorizing the Filing of an Application with the Local Government Commission for Approval Of a Loan with the North Carolina Department of Environmental Quality for Funding Towards a Lead Service Water Line Identification Project and Reimburse Expenditures with Proceeds of a Borrowing

**R-038-24**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF A LOAN WITH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING TOWARDS A LEAD SERVICE WATER LINE IDENTIFICATION PROJECT AND REIMBURSE EXPENDITURES WITH PROCEEDS OF A BORROWING**

**WHEREAS**, the City of Wilson, North Carolina, will need to comply with the Environmental Protection Agency (EPA) and Department of Environmental Quality (DEQ) in completing an inventory to determine if a water customer has a lead service line; and

**WHEREAS**, the City of Wilson, North Carolina, desires to finance the Project with a Drinking Water State Revolving Fund (DWSRF) loan; and

**WHEREAS**, the City desires to authorize the Chief Financial Officer of the City to file an application with the North Carolina Local Government Commission for approval of the DWSRF loan; and

**WHEREAS**, the City may advance its own funds to pay expenditures related to the Project prior to the incurrence of indebtedness, and may receive reimbursement for such Expenditures from proceeds of the loan, or both; and

**WHEREAS**, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wilson, North Carolina, meeting in regular session on the 17th day of October 2024 make the following findings of fact:

1. The City Council hereby finds and asks the LGC to find and determine from the City's application and supporting documentation that:
  - a) The proposed contract is necessary and expedient to comply with the EPA and DEQ requirement to identify water customers that have lead service lines;

- b) The proposed maximum principal amount of the loan will be adequate and not excessive for the purpose of financing the cost of the Project;
  - c) The proposed Project is feasible;
  - d) The City’s debt management procedures and policies are good, and the City is not in default in any of its debt service obligations; and
  - e) The loan is at a reasonable interest cost to the City.
2. The DWSRF loan for the Project is \$1,000,000 with sixty percent (60%) of the loan up to a maximum of \$600,000 will be forgiven and the remainder will be repayable at 0.00% interest. A loan fee of two percent (2%) will be applied to the total funding amount.
  3. The City intends that the adoption of this resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Mayor, City Manager and Finance Director are hereby authorized to act on behalf of the City of Wilson, North Carolina in filing an application with the North Carolina Local Government Commission for approval of the proposed loan from the Drinking Water State Revolving Fund (DWSRF) as approved by the State Water Infrastructure Authority (SWIA) and take all other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 19th day of October, 2024.

The motion to adopt this resolution was made by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_ and passed by a vote of \_\_ to \_\_.

\_\_\_\_\_  
Carlton L Stevens, Mayor

ATTEST:

\_\_\_\_\_  
Tonya A. West, City Clerk

## CERTIFICATION

This is to certify that this is a true and accurate copy of Resolution R-038-24 Adopted by the City of Wilson Council Members on the 17<sup>th</sup> day of October, 2024.

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Tonya A. West, City Clerk

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Date



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## City Council Agenda Item Cover Sheet

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**To:** Honorable Mayor, Members of City Council and City Manager  
**From:** John Maclaga, Director of Wilson Energy  
**Subject:** Structures and Equipment for 115 kV Transmission Point-of-Delivery 13

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**Issue:**

The need to purchase structures and equipment for the new transmission Point-of-Delivery 13.

**Background / Summary:**

The Campus at 587 has as attracted a significant industrial customer, Schott. To serve Schott and areas around The Campus at 587, structures and equipment for a new transmission Point-of-Delivery is necessary.

**Fiscal or Other Impact:**

The lowest responsive, responsible bidder was Substation Enterprises, Inc. Their proposal represents the best value including delivery, assembly, and adherence to specifications and liquidated damages terms. Substation Enterprises, Inc. bid an approximate cost amount of \$490,808 inclusive of delivery and assembly.

**Recommendation:**

Award to Substation Enterprises, Inc.

**Coordination:**

Daniel Gillen, John Maclaga, Ricky Wilson, Michael Winkler (Booth & Associates)

**Attachments:**

Bid Tabulation -- 2023-74 -- Campus 587 Substation Project No. P.0595656.S.00

**BID TABULATION**

CLIENT: City of Wilson  
 PROJECT: POD 13  
 PROJECT NO.: P-2943497.S.00  
 DATE: June 27, 2024

DESCRIPTION	Qty	1		2		3		4		5		6	
		Silvey	Lekson Associates	Substation Enterprises	Tatman Associates	Jake Rudisill Associates	MVA Power	V&S Schuler					
BID SECURITY		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Bid Schedule No. 1 - POD 13</b>													
Furnish and Deliver Complete the Structures and Equipment for the POD 13 Substation as per the Plans and Specifications for a Station Utilizing Steel Structures, with unloading by others.	1 Lot		\$537,100.00	\$490,808.00				\$491,290.71		\$794,855.00			
Delivery Charge			-	included				\$13,000.00		included			
Sales Tax (if applicable)			-	not included									
<b>BASE BID:</b>			<b>\$537,100.00</b>	<b>\$490,808.00</b>				<b>\$504,290.71</b>		<b>\$794,855.00</b>			
Approximate weight of tubular steel structures			28,400.00	27,580.00				25,000.00		32,525.00			
<b>Bid Schedule No. 1 - Proportionate Prices (Base Bid)</b>													
Structural Steel			\$81,780.00	\$76,912.00				\$80,317.00		\$150,155.00			
Tubular Steel			\$118,680.00	\$110,067.00				\$87,165.62		\$147,200.00			
Bus, Connectors, Insulators, Fuses, and all other miscellaneous equipment			\$46,220.00	\$61,978.00				\$52,815.64		\$129,406.00			
Group-Operated Air-Break Switches			\$89,430.00	\$90,781.00				\$99,673.16		\$125,760.00			
115kV Surge Arresters			\$16,000.00	\$12,048.00				\$8,809.74		\$14,729.00			
Single-Pole Disconnection Switches			N/A	N/A				N/A		N/A			
Instrument Transformers - PTs/CTs			\$59,480.00	\$42,617.00				\$63,292.68		\$40,660.00			
Station Service Transformer			\$87,630.00	\$53,997.00				\$93,292.68		\$75,445.00			
Station Grounding			\$37,900.00	\$21,408.00				\$25,924.19		\$111,500.00			
<b>Bid Schedule No. 1 - Field Engineering Services (Optional)</b>													
Field Engineering Services (per day rate)			\$1,000.00	-				\$2,500.00		\$2,500.00			
Delivery Schedule (Days)			\$1,000.00	-				\$2,500.00		\$1,500.00			
<b>Bid Schedule No. 1 - Delivery Schedule</b>													
Steel Fabrication Drawings			12-14 wks	20-24 wks				10-12 wks		8-12 wks			
Anchor Bolts			12-14 wks	2-3 wks after IFC dwgs				12-14 wks		15-18 wks			
Regular Materials			30-32 wks	32-34 wks				Switches & PTs: 75-76wks SSVT: 95 wks 36-38 wks		24-32 wks			
<b>Steel Materials</b>			30-32 wks	32-34 wks						26-28 wks			
<b>Manufacturer:</b>			<b>Peak</b>	<b>Substation Enterprises</b>				<b>Tatman Associates</b>		<b>MVA Power</b>			<b>V&amp;S Schuler</b>

This is to certify that at 2:00 pm on Thursday, June 27, 2024, the bids tabulated herein were publicly opened, read, checked, and the above totals are correct. All recognized bids were accompanied by an acceptable check or bid bond. Any irregularities in bids received are noted under "Remarks."

**Remarks:**  
 Substation Enterprises is the recommended lowest responsive bidder.

\*\*\* recommended low evaluated bidder



*M. Winkler*  
 MICHAEL WINKLER, PE



CITY OF WILSON

Agenda Item 8

Meeting Date October 17, 2024

## City Council Agenda Item Cover Sheet

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**To:** Honorable Mayor, Members of City Council and City Manager  
**From:** David Lee, Director, Parks and Recreation  
**Subject:** Pender Street Community Center Relocation Project (ARPA)

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**Issue:**

The need to select a contractor to build the new relocated Pender Street Recreation Center building that is part of the park relocation project.

**Background / Summary:**

The previous Pender Street Community Center site was selected as a project for American Rescue Plan Act (ARPA) funds. The old site is being repurposed for the Woda Cooper Project for additional affordable housing units. The new site is being conveniently relocated in the immediate area to continue to provide recreational opportunities for residents.

**Fiscal or Other Impact:**

The lowest responsive, responsible bidder was R&L Builders & Sons, LLC at \$942,000.00 and met all specifications and requirements. This will be paid for by American Rescue Plan Act (ARPA) funds.

**Recommendation:**

Award the contract to R&L Builders as the lowest responsive, responsible bidder.

**Coordination:**

Dale Edmonds, Parks Manager & Robert Bartlett (Bartlett Engineering)

**Attachments:**

Final Bid Tabulation - Bartlett Engineering



# FINAL BID TABULATION

Pender Street Center and Park Relocation  
500 Barnes St South, Wilson NC 27893

CONTRACTOR	LICENSE #	BID BOND	ACKNOWLEDGE ADDENDUMS	ACKNOWLEDGE CLARIFICATION	BASE BID AMOUNT
FARRIOR AND SONS, INC	3934	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,109,000.00
GROUP III MGT, INC.	22369	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,273,000.00
PRIMUS STRUCTURES, INC	80425	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 993,000.00
R&L BUILDERS & SONS	53723	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 942,000.00
VORTEX CONSTRUCTION CO, LLC	55886	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 1,052,733.00
WATERS CONTRACTING COMPANY	81408	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,297,000.00
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$



Digitally signed by Robert S. Bartlett  
DN: C=US  
E=robert@bartletteng.com,  
O="Bartlett Engineering & Surveying, PC", CN=Robert S. Bartlett  
Reason: I am the author of this document  
Date: 2024.09.17 19:17:46-04'00'

Robert S. Bartlett, PE

Final Tabulation Complied By:

Robert S. Bartlett, PE  
Bartlett Engineering & Surveying, PC







CITY OF WILSON

Agenda Item 9

Meeting Date October 17, 2024

## City Council Agenda Item Cover Sheet

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**To:** Honorable Mayor, Members of City Council and City Manager  
**From:** William T. Bass, IV, Director of Public Services  
**Subject:** City of Wilson Americans with Disabilities Act of 1990 (ADA) Policies and Procedures

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**Issue:**

It is a federal requirement that City of Wilson have a set of policies and procedures under the American with Disabilities Act of 1990 for our RIDE service

**Background / Summary:**

Plan was written by Gronna Jones and approved by the NCDOT

**Fiscal or Other Impact:**

None

**Recommendation:**

Approve the plan as presented

**Coordination:**

Gronna Jones, Transportation Manager

**Attachments:**

City of Wilson American with Disabilities Act of 1990 Policies and Procedures

# Americans with Disabilities Act of 1990 (ADA) Policy and Procedures

Date: July, 2024

## INTRODUCTION

**Purpose:** This policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the American with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable North Carolina laws and regulations. The City of Wilson operates services using an on-demand microtransit system. The City of Wilson's RIDE service complies with ADA requirements with respect to such services.

## POLICY STATEMENT

It is the policy of the City of Wilson and its contractors to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. The City of Wilson system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by any transportation employee will not be condoned or tolerated.

**Goals:** Service is provided in a manner that meets these goals to:

1. provide safe, accessible, and dignified services to all persons, including individuals with disabilities.
2. expedite the safe and efficient boarding, securing, transporting and alighting of all passengers, regardless of mobility status.
3. accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment based on FTA requirements.
4. minimize potential damage to mobility aids and transportation equipment in the process.

**Applicability:** This policy applies to all involved in the provision of microtransit drivers, staff, facilities and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

## Definitions:

*Common Wheelchair:* A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments,

whether operated manually or powered. A "common wheelchair" does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.

*Disability:* A physical or mental impairment that substantially limits one or more major life activities.

*Fixed Route Service:* Vehicle is operated along a prescribed route according to a fixed schedule.

*Mobility Aid/Non Wheelchair Mobility Device:* A device used by a person with a mobility impairment to assist with mobility but does not meet the requirements of a "common wheelchair" as defined by ADA. These include but are not limited to canes, crutches, walkers and "segways" when used by a person with a mobility related disability.

*Route Deviation Service:* A system that permits user-initiated deviations from routes or schedules. Sometimes referred to as deviated fixed route or flexible route service.

*Securement Equipment:* A two-part stabilization system used for securing "common wheelchairs" against uncontrolled movement during transport.

*Securement Station:* Space specifically designed to secure and stabilize "common wheelchairs" on transit vehicles.

*Service Animal:* An animal that is individually trained to perform a task or tasks for people with disabilities.

## **GENERAL GUIDELINES AND PROCEDURES FOR IMPLEMENTING POLICY**

**Recruitment and Employment:** The City of Wilson is an Equal Opportunity Employer and fully complies with ADA in its recruitment, hiring and continued employment practices.

**Facility and Vehicle Accessibility:** The administrative facility and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and NC DOT. Vehicles purchased for demand-response service will only be non-accessible to the extent that the demand-response system, when viewed in its entirety, provides the same level of service to disabled persons as non-disabled persons.

**Maintenance of Accessible Features:** Accessibility features on vehicles, including lifts, ramps, wheelchair securement devices will be maintained in operative condition. The preventive maintenance program of the City of Wilson and any contractor provides for regular and frequent maintenance checks of these features as well as preventive

maintenance as recommended by the equipment manufacturers. In addition, the lift must be cycled as part of each pre-trip inspection.

Drivers are required to report lift failures as soon as possible. Vehicles with inoperative lifts will be replaced as soon as possible.

**Boarding:** Drivers will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary to accommodate slower passengers and waiting for passengers to be seated before moving the vehicle. It is the responsibility of the driver to determine the safest location for passenger boarding based on conditions and individual needs upon arrival at the pick-up site. The passenger and/or their guest will maneuver the passenger and mobility aid to the vehicle. Only a properly trained vehicle operator can operate the lift/ramp, secure the device on the ramp and in the securement station.

**Priority Seating:** With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating. However, this does not supersede the transportation system's right to require any passenger who has caused a disruption in the safe travel of other passengers and/or driver to be required to sit in a specific area of the vehicle as a condition of transportation.

**Driver Assistance:** Drivers will make themselves available for assistance to persons with disabilities and will assist upon request of the passenger. Drivers will leave their seat to assist a passenger with using the vehicle ramp, lift and/or securement systems. Drivers will use the accessibility-related equipment and features on their vehicles as described in these policies.

**Securement:** Securement of the class of mobility devices is the responsibility of the driver and drivers will be trained in the proper operation of all securement equipment based on manufacturer specifications. Drivers will never allow a passenger to ride if they are not secured properly unless the securement system will not accommodate the common wheelchair. If the tie-down system is not compatible for the common wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair can not be secured because of the wheelchair design, the passenger still has the right to ride the vehicle. Drivers cannot deny a passenger a ride based on the inability to secure the common wheelchair. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair. Passengers who refuse to allow their wheelchairs to be secured may be denied service. Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area.



Seat belts and shoulder harnesses are recommended but not required for passengers riding in their secured wheelchair.

**Non-Standard Mobility Devices:** Mobility devices that are not common wheelchairs will be accommodated to the extent that the ADA-compliant lift/ramp and securement areas can safely do so. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers.

**Accommodation of Portable Oxygen:** Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. Department of Transportation rules on the transportation of hazardous materials.

**Transfer to Fixed Seating:** All passengers using seated mobility devices have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, users of seated mobility devices to transfer to fixed seating.

**Service Animals:** In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal, but may ask what tasks the animal has been trained to perform. However, any animal which is not under the passenger's control or which becomes a threat to other passengers may be restricted from riding.

**Alighting:** It is the responsibility of the driver to determine that the location for passenger alighting is safe. The driver will only unsecure the mobility device and operate the lift/ramp to return the passenger to the ground level. The passenger and/or their guest, must maneuver the passenger mobility aid once it has completely exited the vehicle.

**Staff Training:** All drivers are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly assist and treat individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts/ramps and other accessibility equipment.

**Rider Information:** All printed informational materials are made available in accessible formats upon request, for example, large print for persons with low vision or audio for blind persons, as well as accessible electronic formats.

**Complaint Procedure:** Any individual who believes that they have been subjected to unequal treatment or discrimination prohibited by the ADA by River North Transit, LLC may file a written complaint with the City of Wilson's Transportation Manager within 180 days of the alleged occurrence or when the alleged discrimination became known to the complainant. Upon receipt of such complaint, the complaint will be forwarded to

contractor's local manager to be promptly and objectively investigated. It will then be forwarded to the Transportation Manager for final review. If determined to be necessary, within 15 calendar days after receipt of the complaint, the City of Wilson Transportation Manager and designee of River North Transit, LLC will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the complainant will be responded to in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of River North Transit, LLC and the City of Wilson and offer options for substantive resolution of the complaint. If not satisfactorily resolved at that level, the complainant or designee may appeal the decision within 14 calendar days after receipt of the response to the Human Relations Officer of the City of Wilson. Corrective or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment upon investigation by contractor and the City of Wilson Transportation Manager. Any complaints received directly by the City of Wilson Transportation Manager will be forwarded to the contractor and the above mentioned steps followed.

**Modification of Policy:** If a passenger requires modification of any of these policies to accommodate their disability, they may request such a modification by contacting the Transportation Manager to work with the individual to find an accommodation solution.

### *Curb-to-Curb Service and Passenger Assistance*

All of the City of Wilson's on-demand microtransit services will be provided on a curb-to-curb basis. If requested by a disabled passenger, service will be provided on a door to door basis. The drivers will assist disabled passengers with boarding and disembarking from vehicles and in securing their mobility devices. All drivers will be proficiently trained in passenger assistance and sensitivity towards persons with disabilities.

Riders will be required to travel to the curb outside of their trip origin in time for their scheduled pick-up. Under no circumstances will the City of Wilson contractors provide weight-bearing assistance, leave a vehicle unattended with passengers on board, enter a rider's home, or take actions that would be clearly unsafe. If more extensive assistance is needed by the individual than the contractor can provide as a provider of public transportation, the individual will be responsible for arranging for personal assistance.

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## City Council Agenda Item Cover Sheet

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

**From:** Sergeant Patricia Hendricks (Wilson Police Department)

**Subject:** FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Formula Solicitation

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**Issue:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2024 JAG Program Local Solicitation

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2024 JAG award to join federal law enforcement agencies across the board in addressing these challenges.

**Background / Summary:**

The goal of this program is to assist criminal justice/law enforcement agencies around the country to prevent and/or reduce crime and violence. The City of Wilson has been identified to receive \$19,964 if the grant application is approved. This is a grant that we normally share with the Wilson County Sheriff's Office. According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through sub awards that include all appropriate award conditions. The Wilson County Sheriff's Office is considered "disparate"; therefore, the city would be the fiscal agent and would receive 2/3 of the awarded funds, and the Sheriff's Office would receive 1/3 of the awarded funds; if the Sheriff's Office does not use the funds entirely, the balance would then be returned to the Wilson Police Department for their use.

The Wilson Police Department respectfully requests for City Council to approve the application of the Grant. The grant was applied for and closed on October 16, 2024. The award is for a 24-month period.

The Wilson Police Department would utilize the grant funds to purchase PTZ (Pan Tilt Zoom) cameras to place around the city to aide in crime prevention, criminal investigations, and critical incidents, along with monitors to view the cameras. The Wilson Police Department would make the Wilson County Sheriff Office's purchases on their behalf.

**Fiscal or Other Impact:**

The amount of grant is \$19,964 and is a no-match grant. The Wilson County Sheriff's Office would receive \$6,588 from the grant and the Wilson Police Department would receive \$13,376. These funds will be available for distribution within several weeks of the approval of the grant application. We will be responsible for proving how the funds were spent.

**Recommendation:**

The Wilson Police Department respectfully requests the Wilson City Council approve the grant application request.

**Coordination:**

Sgt. P. Hendricks, Wilson Police Department.

**Attachments:**

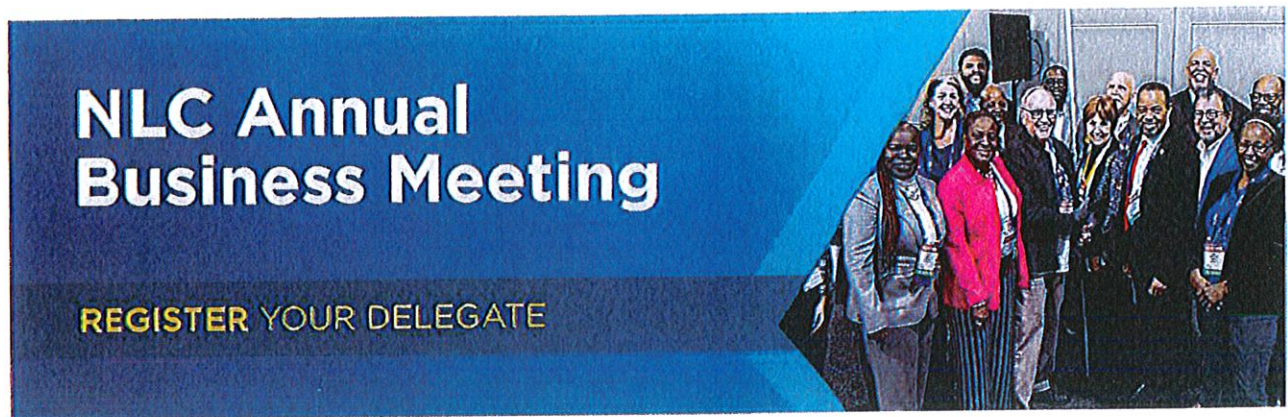
None



Tonya West

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Subject: Register Your Delegate for NLC'S Annual Business Meeting



Ensure your city's voice is included at the National League of Cities Annual Business Meeting during City Summit in Tampa.

Register a delegate to vote on behalf of your municipality by **5 PM on Friday, November 15.**

The Annual Business Meeting will take place on Saturday, November 16th at 2:45 - 4:15 PM ET as part of City Summit.

Registered delegates must attend City Summit in person.

[Register a Delegate](#)

## FREQUENTLY ASKED QUESTIONS

Never been to NLC's Annual Business Meeting? Here are some of our most frequently asked questions.

**When is the Annual Business Meeting?** The Annual Business Meeting will take place on Saturday, November 16th at 2:45 - 4:15 PM ET as part of City Summit. The deadline to register voting delegates is Friday, November 15 at 5 PM ET.

**How many votes does my city receive?** In all meetings requiring the official decision of the National League of Cities, each member city in good standing shall be entitled to one to twenty votes based on population. Each member league shall be entitled to twenty votes.

**Who is eligible to vote on behalf of the city?** Each member city shall designate one voting delegate and may designate one alternate voting delegate. Your city must be in good standing with its membership dues to vote.

### **What is discussed at the Annual Business Meeting?**

The Annual Business Meeting includes:

- Report on the year by NLC CEO
- The year ahead by the incoming NLC president
- Adoptions and approvals to the National Municipal Policy
- Potential bylaw amendments
- Elections
- Officers: President, First Vice President, and Second Vice President are elected to one-year terms.
- Board of Directors: 20 local elected officials are elected to serve two-year terms as at-large members of the board.

**Do I have to be registered and attend City Summit to vote in the Annual Business Meeting?** Yes, all delegates must register for City Summit and plan to attend the Annual Business Meeting in person.

**Not registered for City Summit?** There's still time to join more than 4,000 of your peers at the most dynamic, informational and inspiring conference