



AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
JANUARY 17, 2017

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

- I. WORK SESSION–5:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
 - a. Re-Inspection of Condemned Property from Hurricane Matthew (City Council)
 - b. W.A. Foster Recreation Center Suspension Policy (City Council)
 - c. Mobile Office (City Manager)
 - d. Retreat Dates (City Manager)
 - e. AMR Committee (City Manager)
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**

Invocation (Dr. David Karn, Adamsville Baptist Church)

Pledge to the Flag
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES (*Motion/Second)**

A.1 Minutes of the Work Session and Regular Meeting of December 5, 2016

A.2 Minutes of the Special Called Meeting of December 15, 2016
- V. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. PRESENTATIONS**

B. Emerging Technology and Entertainment Weekend Proclamation
- VII. PUBLIC HEARINGS**
 - C. Z-1-17 Elton Barnes – South side of Hooks River Road between US Highway 117 Bypass and North George Street (R-6 Residential to RM-9 Residential Mobile Home) (Planning)
 - D. CU-1-17 Mazin Saleh – East side of NC 111 South between Southeast Drive and US Highway 70 East (Planning)
 - E. CU-2-17 Michael Spriggs – Southwest corner of US 117 South and Neuse Circle (Planning)

PLANNING COMMISSION EXCUSED

 - F. Contiguous Annexation Request – Ample Storage Phase II (3.38 Acres) (Planning)
*(*Motion/Second following the Public Hearing)*
- VIII. CONSENT AGENDA ITEMS (*Motion/Second--Roll Call)**
 - G. CU-14-16 Parkash Patel - West side of S. Berkeley Boulevard between Elm Street and East Street (Planning)
 - H. Reimbursement Agreement with Duke Energy for Plug-In Electric Vehicle Charging Station Project (Planning)
 - I. Center/Holly Street Water Tank Spire Sectionals Removal (Engineering)
 - J. Schematic design selection-Herman Park Recreation Center (Parks and Recreation)
 - K. Golf Car Lease Agreement (Parks and Recreation)
 - L. Selecting a media plan to successfully market and promote the 2017 Wings Over Wayne Air Show (Tourism)
 - M. Carolina Games Summit Use of Property (DGDC)
 - N. Departmental Monthly Reports
- IX. ITEMS REQUIRING INDIVIDUAL ACTION (*Motion/Second)**
 - O. CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb Street and Harrell Street (Planning)
- X. CITY MANAGER’S REPORT**
- XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**
- XII. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS(*Motion/Second)**

XIII. CLOSED SESSION

XIV. ADJOURN

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
DECEMBER 5, 2016

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on December 5, 2016 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Gene Aycock
Councilmember Antonio Williams
Councilmember Bill Broadaway
Councilmember Mark Stevens
Councilmember Bevan Foster
Councilmember David Ham
Jim Womble, Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Jimmy Rowe, Planning Director
Jennifer Collins, Assistant Planning Director
Kaye Scott, Finance Director
Rick Fletcher, Interim Public Works Director
Scott Barnard, Parks & Recreation Director
Felicia Brown, Assistant Parks & Recreation Director
Mike West, Police Chief
Scott Williams, IT Director
Mike Wagner, Interim Public Utilities Director
Shycole Simpson-Carter, Community Relations Director
Scott Williams, IT Director
Marty Anderson, City Engineer
Fred Fontana, GWTA
Rochelle Moore, Goldsboro News-Argus
Lonnie Casey, Citizen (arrived at 5:10 p.m.)
Bobby Mathis, Citizen (arrived at 5:20 p.m.)
Della Mathis, Citizen (arrived at 5:20 p.m.)
Henry Smith, Citizen (arrived at 5:30 p.m.)
Ben Seegars, Citizen (arrived at 5:30 p.m.)
Hal Tanner, Citizen (arrived at 5:30 p.m.)
Jim Maxwell, Citizen (arrived at 5:30 p.m.)

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

Invocation. The invocation was provided by Councilmember Broadaway.

GWTA Route Extensions. Mr. Fred Fontana reviewed routes and estimated costs to extend routes with Council. Mayor Allen asked if they have any Sunday service and Mr. Fontana replied they do not and they had not received any major requests for service on Sunday's. Council discussed the extension of the blue, purple and green routes. Council agreed to try a (2) hour extension of (3) routes for (3) months beginning in February at an estimated cost of \$9,685.00 and any fares collected would be credited back to the cost of extending the routes. Council also discussed benches and shelters along routes.

1st Quarter Financial Update. Ms. Kaye Scott presented the following information:

General Fund Collections- 1st Qtr. - July – September 2016

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
1	Taxes	16,403,300	538,809	3.28%
2	Licenses & Permits	401,200	101,394	25.27%
3	Revenues Other Agencies			
4	**Local Option Tax	8,130,000	2,062,816	25.37%
5	Utility Franchies Tax	2,970,000	623,341	20.99%
6	ABC Revenues	200,000	124,800	62.40%
7	Beer & Wine Taxes	167,000	-	0.00%
8	Powell Bill	978,912	482,133	49.25%
9	Service Fees from UF	2,456,122	614,031	25.00%
10	Grants/Other Revenues	2,856,422	214,290	7.50%
11	Total	34,562,956	4,761,614	13.78%

**Year End Accrual (90 days) to reflect full 12 months of sales tax revenue - \$2,062,816

General Fund Collections – 1st Qtr. - July – September 2016

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
12	Charges for Services			
13	Refuse Services	3,250,000	790,597	24.33%
14	Cable TV	225,380	65,833	29.21%
15	Paramount Theater	155,000	13,730	8.86%
16	Recreation Fees	140,000	41,144	29.39%
17	Golf Course Fees	568,200	136,898	24.09%
18	Event Center	42,963	24,312	56.59%
19	Other Misc. Revenues	169,000	237,013	140.24%
20	Total	4,550,543	1,309,527	28.78%
21	Capital Returns & Misc. Revenues			
22	Investment Earnings	12,000	4,991	41.59%
23	Street/Storm Drain. Assessments	200	50	25.00%
24	Sale of Property	290,000	35,721	12.32%
25	Other Misc. Revenues	1,135,000	282,680	24.91%
26	Total	1,437,200	323,442	22.51%
	General Fund Revenue Totals	\$ 40,550,699	\$ 6,394,583	15.77%

General Fund – Collections (Comparison to 1st Quarter 2015)

		<i>2016</i>	<i>2015</i>	<i>Difference</i>
1	Taxes	\$ 538,809	\$ 1,620,742	\$ (1,081,933)
2	Permits	101,394	101,049	345
3	Utility Franchise	623,341	680,557	(57,216)
4	Refuse	790,597	811,453	(20,856)
5	Golf Course	136,898	201,189	(64,291)
6	Paramount	13,730	13,952	(222)
7	Investment Earnings	4,991	2,705	2,286
8	Recreation Fees	41,144	38,294	2,850
*9	Sales Tax	2,062,816	1,955,243	107,573
10	Totals	\$ 4,313,720	\$ 5,425,184	\$ (1,111,464)

Utility Fund Collections – 1st Qtr. - July – September 2016

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
1	Charges for Services			
2	Current Water Charges	5,833,800	1,464,655	25.11%
3	UF - SJAFB	1,270,000	295,708	23.28%
4	Current Sewer Charges	7,894,888	1,841,789	23.33%
5	Late Payment/Svc. Fees	336,500	93,099	27.67%
6	Applied Deposits	200,000	60,265	30.13%
7	Reconnections Fees	15,000	4,085	27.23%
8	Water/Sewer Taps	21,500	12,175	56.63%
9	BFP Fees	45,000	-	0.00%
9	Compost Revenues	35,000	18,195	51.99%
10	Total	15,651,688	3,789,971	24.21%
11	Capital Returns & Misc. Revenues			
12	Investment Earnings	9,000	3,895	43.28%
13	Capital Project Transfer	200,000	-	0.00%
14	Other Misc. Revenues	662,751	53,932	8.14%
15	Total	871,751	57,827	6.63%

Utility Fund Revenue Totals \$16,573,439 \$3,847,798 23.22%

Utility Fund – Collections (Comparison to 1st Quarter 2015)

		<i>2016</i>	<i>2015</i>	<i>Difference</i>
1	Current Water	\$ 1,464,655	\$ 1,522,215	\$ (57,560)
2	Current Sewer	1,841,789	2,028,199	(186,410)
3	Late Payment Fees	93,099	83,933	9,166
4	Tap Fees	12,175	6,200	5,975
5	Compost Fees	18,195	9,421	8,774
6	BFP Fees	-	-	0
7	Investment Earnings	3,895	2,170	1,725
8	Totals	\$ 3,433,808	\$ 3,652,138	\$ (218,330)

DGDC & Occupancy Tax Collections – 1st Qtr. - July – September 2016

		<i>Adjusted</i>	<i>Actual</i>	<i>YTD%</i>
		<i>Budget</i>	<i>Collections</i>	<i>Collections</i>
	DGDC			
1	Taxes	73,833	1,502	2.03%
2	Investment Earnings	65	40	61.54%
3	Total	\$ 73,898	\$ 1,542	2.09%
	Occupancy Tax			
4	Occupancy Tax - Civic Ctr.	529,000	166,386	31.45%
5	Occupancy Tax - T & T	132,400	41,597	31.42%
6	County of Wayne Occp. Tax	132,400	14,174	10.71%
7	Investment Earnings	600	837	139.50%
8	Total	\$ 794,400	\$ 222,994	33.85%

DGDC & Occupancy Tax Collections (Comparison to 1st Quarter 2015)

		<i>2016</i>	<i>2015</i>	<i>Difference</i>
	DGDC			
1	Taxes	1,502	8,435	(6,933)
2	Investment Earnings	40	37	3
3	Totals	\$ 1,542	\$ 8,472	\$ (6,930)
	Occupancy Tax			
4	Tax Collections	222,157	185,877	36,280
5	Investment Earnings/ Misc. Revenues	837	368	469
6	Totals	\$ 222,994	\$ 186,245	\$ 36,749

Actual Collections (Comparison to 1st Quarter 2015)

		<i>2016</i>	<i>2015</i>	<i>Difference</i>
1	General Fund	6,394,583	8,366,534	(1,971,951)
2	Utility Fund	3,847,798	4,107,062	(259,264)
3	Downtown Development	1,542	8,472	(6,930)
4	Occupancy Tax	222,994	186,246	36,748

Actual Expenditures (Comparison with Adjusted Budget)

		<i>2016</i>	<i>2015</i>
1	General Fund	\$ 10,801,481 (24.62%)	\$ 10,220,371 (22.24%)
2	Utility Fund	\$ 3,300,749 (18.02%)	\$ 3,489,075 (18.60%)
3	Downtown Development	\$ 6,343 (5.88%)	\$ 36,175 (25.03%)
4	Occupancy Tax	\$ 125,627 (8.77%)	\$ 103,903 (17.99%)

General Fund Attrition (Salaries/Fringes)

1.	Budgeted Attrition (Entire Year)	\$ 750,000
2.	1 st Quarter Budgeted Attrition	187,500
3.	1 st Quarter Actual Attrition	236,949
4.	1 st Quarter Savings	49,449
5.	Departmental Vacancies (General/Other)	32/5

General Fund Attrition (Health Insurance)

1.	Budgeted Attrition (Entire Year)	\$ 150,000
2.	1 st Quarter Budgeted Attrition	37,500
3.	1 st Quarter Actual Attrition	51,325
4.	1 st Quarter Savings	13,825

5. Opt Out City's Insurance Coverage 9/1
(General/Other)

Fund Balance Adopted Budget Appropriations – FY 2016-17

- | | |
|-----------------------|-----------|
| 1. General Fund | None |
| 2. Utility Fund | \$184,751 |
| 3. DGDC | None |
| 4. Occupancy Tax Fund | None |

Fund Balance Council Appropriations – FY 2016-17

- | | | |
|-----------------------------------|-----------|-----------|
| 1. General Fund | | \$461,043 |
| a. Match Clean Water Grant | \$ 28,900 | |
| b. Lighting Upgrade | 125,150 | |
| c. Police Evidence Room Architect | 274,400 | |
| d. Union Station Match (NCDOT) | 20,000 | |
| e. Pickleball Courts | 12,593 | |
| 2. Utility Fund | | None |
| 3. DGDC | | None |
| 4. Occupancy Tax Fund | | \$458,926 |
| a. Multi-sports Fencing | | |

Bond Ratings Update

Standard & Poor's Ratings Services and Moody's has assigned the following ratings to Goldsboro:

Standard and Poor's Rating Services: AA-
Moody's Investors Services Aa2

Councilmember Ham asked if the hurricane impacted utilities. Ms. Scott shared staff did forgive late fee penalties for a few weeks.

N. William Street Widening – Project U-2741. Ms. Jennifer Collins shared the following information regarding Project U-2714 Widening of Hwy 117 (William Street):

U-2714 – US 117 (William Street) Project Schedule

- Project Kickoff – July 2015
- Preliminary Design – February 2016
- Public Meeting – June 2016
- Utility Plans (Final Design) – January 2017
- ROW Acquisition Begins – February 2017
- Utility Relocation – May - Nov 2017
- Complete Final Plans – October 2017
- Final Plans to Contract & Proposals – November 2017
- Division Let Date – February 19th, 2018

Utility Engineering/Relocation

- Utility Engineering of a 50/50 split for water/sewer relocation
- Design done by City's hired consultant
 - Requires Preliminary Engineering Agreement between NCDOT & City
 - Agreement to be prepared by Hinde Engineering (as NCDOT's rep)
 - City can do partial billing (monthly) or bill NCDOT once plans are complete
 - Utility Relocation of water/sewer to be done as part of NCDOT contract is a 50/50 split assuming no betterment costs
 - All betterment would be 100% City responsibility
 - Requires Utility Agreement
 - NCDOT will bill the City upon completion of the widening project

Sidewalk

- 70/30 cost share split (70% NCDOT / 30% City)
- Proposed Sidewalks (3670 SY) and curb ramps (89)
- US 70 (southern terminus) to Fedelon Trail (both sides)
- Estimated Cost \$261,950

- 70% NCDOT = \$183,365
- 30% City = **\$78,585**

Staff asked if Council if they could proceed with the sidewalk. Council discussed and agreed staff could proceed with the sidewalk.

Antique Fire Truck Rehab. This item was continued to a later meeting date.

Boards and Commissions Vacancies. Ms. Melissa Corser shared the following information:

- Goldsboro Appearance Commission – 5 vacancies
- Goldsboro Community Affairs Commission – 5 vacancies
- Advisory Commission on Community Development – 6 vacancies
- Local Firefighter’s Relief Fund and Supplementary Pension Fund – 3 vacancies
- Goldsboro Municipal Golf Course – 3 vacancies
- Historic District Commission – 5 vacancies
- Goldsboro Recreation & Parks Commission – 5 vacancies
- Mayor’s Committee for Persons with Disabilities – 8 vacancies
- Goldsboro Planning Commission – 1 vacancy
- Travel & Tourism Advisory Commission – 1 vacancy (hotelier)

Board and Commission descriptions are on the city’s website along with the application if anyone is interested in serving. Applications are also available at City Hall. Vacancies have been advertised on Facebook, the city’s website and in the News Argus.

Police Department Update. Chief West provided an update on the following items:

- MRAP
 - Mine Resistant Ambush Protected (MRAP) Armored Vehicle.
 - Used for SWAT, high water rescues, barricaded subjects, surveillance vehicle, etc.
 - Use to support operations conducted by other law enforcement agencies that we currently have a mutual aid agreement with.
 - LESS Law Enforcement Support Services, Raleigh, NC
 - MRAPs may become available in the near future and an Agency must be willing and able to pay up to \$6,000 in transportation cost. This is a Vehicle with a value of \$650,000. Agencies must have a secured shelter to keep it under and a way to keep the MRAP properly maintained.
- GSU
 - From June 8th 2016 to December 2nd 2016 the Gang Suppression Officer has identified 254 gang members who reside here in the City of Goldsboro.
 - Out of the 67 intelligence files all have been validated either by the Goldsboro Gang Suppression Officer or by other agencies.
 - Each member who is validated by any agency in the State of NC as a gang member receives a bond that is multiplied 5 times on the high end of the bond schedule for Wayne County.
 - The Gang Suppression Officer has developed strong working relationships with NC Probation and Parole, The Wayne County Sheriff’s Office, NC Highway Patrol, Kinston Police Department, Newbern Police Department, Greenville Police Department and the Raleigh Police Department to help in many ways of gang suppression.
 - NC Highway Patrol has a new Gang Intelligence Trooper in Wayne County who has worked with the Gang Suppression Officer in developing intelligence. Trooper Felton is also working on different resources he can help bring to the City of Goldsboro
 - So far this year the Gang Suppression Officer has documented the location and photographed 57 different gang graffiti within the city limits of Goldsboro. The graffiti that has been documented labels the territory of a specific gang or taunts a rival gang. These markings have been known to

start acts of violent crimes between opposing gangs. The Gang Suppression Officer hopes to set up a police/community organized graffiti cleanup for summer of 2017.

- Personnel
 - Recent promotions: Dwayne Dean, promoted to Operations Major, Paige Learnard promoted to Patrol Captain and Josh Stine promoted to Support Services Captain.
 - Currently 21 Vacancies:
 - 3 pre-hire status with a hire date of January 2017. BLET until August 2017, FTO until December 2017.
 - 7 currently in the background phase with a potential hire date of sometime in January 2107.
- New Cars
 - 10 new Chargers are in High Point, NC with a delivery date to the PD this week...hopefully.
- Tsunami Cameras
 - 2 cameras have been delivered and 3 more cameras to follow.
 - 3 locations have been chosen for the initial implementation of the cameras.
- Gun Buyback
 - Gun buyback programs have been met with mixed reviews by the public and the agencies that conduct them.
 - The law requires that law enforcement agencies donate, keep or sell confiscated guns to licensed gun dealers. Guns may only be destroyed if they are damaged or missing serial numbers, according to the report. (2013)

Council discussed the pros and cons of a gun buyback program.

Councilmember Williams stated he felt any gun off the street is a positive. We need to find a way to get some of these guns off the street.

Chief West stated I agree that for every firearm turned in is potentially a life saved, the weapons that are usually surrendered during these buyback campaigns are firearms that are of no use to people. Examples would be rifles or handguns that have been handed down through the family or gun enthusiasts that now wish to get rid of their guns. It's my opinion that the criminals are not going to surrender their guns in exchange for a gift card or cash.

Chief West shared Fayetteville recently completed a gun buyback program. Council asked that Chief West get statistics from Fayetteville including costs associated with the program.

Councilmember Williams stated he has to respectfully disagree with some of the councilmembers. They have a lack of understanding because these criminal acts are not going on in their neighborhoods.

Council continued discussions and asked staff to gather additional information including what we want to get, how much money we will need to put in and what you think will be involved by talking to other towns and share with Council in January.

Cover Agenda. Each item on the cover agenda was generally discussed. Additional discussion included the following:

Item H. Bond Order Authorizing the Issuance of General Obligation Bonds of the City of Goldsboro for the \$3,000,000 Parks and Recreational Facilities Bond and the \$7,000,000 Street Bonds. Resolutions Adopted. Mr. Scott Barnard provided a status update on the Multi-Sports Complex and Mr. Scott Stevens provided an update on potential projects for the street bonds.

Item I. Stoney Creek Greenway Trail Agreement. Mr. Scott Stevens reviewed the proposed agreement and requested Council remove the last sentence of No. 4 "The City will be mindful of the proximity to residences and avoid scheduling noise generating

activities during typical sleeping hours” and add “AND the City of Goldsboro” to No. 11 in order to read:

11) That the terms of this Agreement may be modified only with the consent of a majority of the then owners of the property now owned by the Ridgewood Residents (providing one vote for each residential unit on the Ridgewood Residents’ property described above) AND the City of Goldsboro.

Council agreed.

Additional items discussed included the following:

Herman Park Center Project Committee. Council selected Councilmembers David Ham, Gene Aycock and Antonio Williams to serve on the Herman Park Center Project Committee.

Mayor Allen also asked Council to think about the committees they currently serve on and whether they are interested in continuing to serve on those committees and selection of Mayor Pro Tem for 2017.

Council took a five minute recess and resumed at 6:32 p.m.

Cornerstone Commons Design. Students from NC State University presented the following information:

Urban Revitalization through Stormwater Design at Cornerstone Commons

- Who are we?
 - Biological and Agricultural Engineering Senior Design 2017
- Cornerstone Commons – Center Street Streetscape
 - Origins: Dr. Hunt & Julie Metz
 - 1st meeting in Goldsboro included the Senior Design Team, Drew Howe, Scott Stevens and Randy Guthrie
 - Project Goals
 - Purpose of stormwater control measures (SCMs)
- Rain Garden/Bioretention Cell
- Green Roof
- Rainwater Harvester
- Rain Chain
- Silva (Tree) Cells
- Permeable Pavers

Students reviewed various options, provided unit costs of SCMs and provided a timeline for finalized design drawings to be completed by the end of April.

Mayor Allen thanked the students for their presentation.

There being no further business, the work session adjourned at 6:47 p.m.

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on December 5, 2016 with attendance as follows:

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

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

Pastor Charles Kirkland with The Lord's Table provided the invocation. The Pledge to the Flag followed.

Approval of Minutes. Upon motion of Councilmember Broadaway, seconded by Councilmember Stevens and unanimously carried, Council approved the Special Meeting Minutes of October 28, 2016 as submitted.

Public Comment Period. Mayor Allen opened the public comment period. The following person spoke:

1. Hope Hart, 2003 Peachtree Street, shared concerns regarding City water costs and stated she knows trash and sewer are included. She stated I and others feel the fee is astronomical and we need to look into why the water bill is high. You can live in a major city and pay half of what you pay in the City of Goldsboro. For example, I live in a two bedroom apartment on a month when I was gone two weeks out of the month, I used \$2 worth of water and the bill ended up being \$60. You take \$2 for water double that for sewer so that's \$6, the flat fee is \$12, so that \$18, plus \$22 for trash that's \$40 and then you add a penalty if you cannot pay on time because your water bill is so high you have a \$5 plus some other fee I am forgetting. A \$60 water bill for a two bedroom apartment. Ms. Hart stated you are charging residents of the City of Goldsboro so much more even if I paid for my trash in the County it would be much less than I am paying in the City of Goldsboro. I hope it is not the case where in some cities the residents are paying for other things, like in Ferguson, Missouri. Ms. Hart stated are we taxing low income or black residents more, are we paying for things in the county. The County does not have a park system, people from the County are using our parks, I'm not sure. I do not understand why it is so astronomical. I would really like to look at that and see why these fees are high and can they be lessened or at least give more flexibility. If you are one day late with your water bill in Goldsboro, your water is cutoff. New York City and Dallas give you some type of flexibility but it is very strict in the City and the County. If you are late one day your water is cutoff.

Mayor Allen stated several years ago we made a policy that we would charge for water and sewer costs, in other words we would not supplement it. Mayor Allen stated for water and sewer we try to collect what we spend to operate. Mayor Allen also stated he does not believe the policy is to cut-off water if someone is only a day late.

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

Presentation – Team Rubicon. Mayor Allen presented a plaque to a member of Team Rubicon that read:

“In Sincere Appreciation and Thanks to Team Rubicon in recognition and appreciation for making an incomparable difference in the lives of the citizens of the City of Goldsboro impacted by Hurricane Matthew.”

Mayor Allen thanked Team Rubicon for all they did to help during the recovery process of Hurricane Matthew. Mayor Allen also recognized Ms. Makenzie Hinson of Make a Difference Food Pantry who helped to feed Team Rubicon.

2016 Utility Assessment Roll No. 1 Balsam Place Sanitary Sewer Improvements. Public Hearing Held. Ordinance Adopted. On November 7, 2016 the City of Goldsboro adopted Resolution No. 2016-85, which declared the costs, ordered preparation of a preliminary assessment roll, and set a public hearing for December 5, 2016. The sanitary sewer improvements scheduled for public hearing are for Balsam Place from Amherst Road to the terminus of Balsam Place.

The Engineering Department mailed a Notice of Public Hearing, a copy of the above resolution and the assessment amount to all property owners whose properties are served by the improvements. The land served abutting the improvements is identified based upon Wayne County tax maps and/or subdivision maps.

The assessments were computed by multiplying the assessment rate times the total abutting linear footage of the properties (1,125.42 ft. x \$17.00/ft. = \$19,132.14) with the total being divided by the number of lots served (\$19,132.14 / 11 properties = \$1,739.29) for an equal assessment per lot.

The final construction cost of this project is \$112,854.30. Of this amount \$19,132.14 is assessed, and the City is absorbing the remainder of \$93,722.16, which is 83% of the total construction cost. We have prepared for the Council's consideration an ordinance relating to confirmation of the assessment roll.

Mayor Allen opened the public hearing. No one spoke and the public hearing was closed.

Upon motion of Mayor Pro Tem Aycock, seconded by Councilmember Broadaway and unanimously carried, Council adopt the following entitled ordinance confirming the 2016 Utility Assessment Roll No. 1 and levying assessments.

ORDINANCE NO. 2016-61 "ORDINANCE CONFIRMING ASSESSMENT ROLL AND LEVYING ASSESSMENTS"

Public Hearing to Consider a Proposal to Provide Economic Incentives to Alta Foods, LLC. Public Hearing Held. Resolution Adopted. Pursuant to NC General Statute 158-7.1, a public hearing is being held on a proposal to provide economic incentives to Alta Foods totaling \$25,000 over a five-year period based on a performance agreement with a \$2,500,000 capital investment and creation of 5 full-time jobs. Alta Foods has been in business in Goldsboro since 2008.

The addition of these improvements will expand the City tax base through increased ad valorem tax value created as a consequence of capital investment in machinery and equipment being brought into the City. The City recognizes that a portion of the revenues generated as a consequence of this business venture be returned to Alta Foods, LLC to pay a portion of the costs of the investment, and that such revenues be designated as an "Economic Development Grant" to Alta Foods, LLC, in an amount up to Twenty-five Thousand Dollars (\$25,000).

Upon motion of Councilmember Ham, seconded by Councilmember Stevens and unanimously carried, Council adopted the following entitled Resolution authorizing the Mayor and City Clerk to execute a performance agreement with Alta Foods, LLC.

RESOLUTION NO. 2016-95 "RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PERFORMANCE AGREEMENT WITH ALTA FOODS, LLC"

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

Z-10-16 Earl Beasley-North side of East Ash Street between Barrow Court and Malloy Street (R-16 Residential to General Business Conditional District).

Denied. Applicant requests a zoning change from R-16 Residential to General Business Conditional District which would limit the use of the property to a place of entertainment with ABC permits (bar).

Frontage: 210 ft. (E. Ash Street)
Depth: 168.54 ft.
Area: 38,884 sq. ft. or .89 acres
Zoning: R-16 Residential

The property was previously operated as a bar and was known as Al's Place. The business was considered a legal, nonconforming use at that time because it was established before the adoption of the City's UDO. Since the facility has been closed for more than six months, the applicant is now required to comply with current City Codes and to obtain the proper zoning and a Conditional Use Permit.

Places of entertainment with ABC permits are a permitted use within the General Business Conditional District upon approval by City Council. Development plans are required in conjunction with the Conditional Use Permit.

The property contains three structures, two of which are to be utilized in combination with the proposed place of entertainment.

An existing 1,252 sq. ft. wood-sided and concrete block building located along the western property line will serve as the proposed bar. Another existing 90 sq. ft. wood-sided accessory structure is located behind the proposed bar and will be used for storage purposes only. A 6 ft. high wood privacy fence encloses an existing patio and outside area between the proposed bar and storage building.

There is also a 1,680 sq. ft. single-family dwelling located along the eastern property line which shares a common access drive with the proposed bar. In the future, the applicant has indicated his intent to convert the dwelling to an office. Development plans will be required at that time.

As stated earlier, buildings on site are existing. As such, they do not meet current setbacks of the current or proposed zoning districts. A number of building setback modifications will be necessary.

Based on one parking space per 32 sq. ft. of floor area excluding storage, the proposed place of entertainment will require 28 paved and striped parking spaces. The submitted site plan indicates a total of only nine spaces which are to be graveled. A modification of the number of parking spaces and the paving requirement will be necessary.

In addition, if the existing residential dwelling is converted to office use in the future, an additional five paved parking spaces will be required.

Hours of Operation: 12:00 p.m. to 2 a.m. Monday-Sunday.

Number of Employees: 4

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school measured property line to property line, excluding street right-of-way. The subject property is across the street from residentially-zoned and developed property across Ash Street. A distance modification will be necessary from 200 ft. to 0 ft.

In addition, places of entertainment with ABC permits may be no closer than 150 ft. from any other place of entertainment measured property line to property line. The property is immediately adjacent to Heroes Sports Bar and Grill to the east. A distance modification from 150 ft. to 0 ft. will be necessary.

Applicant indicates that a commercial dumpster will be utilized on site and will be appropriately screened from off-site views.

Sidewalks are required for 210 ft. of road frontage along East Ash Street or the applicant may pay a fee in lieu of sidewalk installation in the amount of \$3,150.

A 5 ft. wide landscape buffer will be required surrounding the perimeter of the site and separating the proposed bar from the future office use. Existing vegetation is not sufficient to meet the City's landscape or buffering requirements and additional plant material will be necessary. Street trees are not shown on the submitted site plan although the applicant intends to work with staff to meet this requirement.

At the public hearing held on November 21, 2016, no one appeared to speak either for or against this request.

Based on submitted plans, the following modifications will be required.

1. Building setbacks;
2. Parking lot paving requirement;
3. Number of parking spaces from 28 to 9;
4. Distance requirement from residentially zoned and developed property from 200 ft. to 0 ft.
5. Distance requirement from another place of entertainment from 150 ft. to 0 ft.

The Planning Commission, at their meeting on November 28, 2016, recommended denial of the request based on the number of modifications required and the fact that this place of entertainment would be located immediately adjacent to another existing place of entertainment with ABC permits.

Staff recommended Council accept the recommendation of the Planning Commission and deny the applicant's request for a Conditional Use Permit to allow the operation of a place of entertainment with ABC permits. Consent Agenda Approval. Ham/Broadway (7 Ayes)

CU-15-16 Jack Newsome – South side of US 70 West between Perkins Mill Road and Carolina Circle. Approved. The applicant requests a Conditional Use Permit to operate a used car lot.

Frontage: 180 ft.
Depth: 165 ft. (approx.)
Area: 30,786 sq. ft. or 0.7 acres
Zoning: Highway Business

The property was previously utilized as a convenience store and gas station (Handy Mart). The existing metal building is now vacant and has been for more than six months.

Used car sales are a permitted use within the Highway Business zoning district upon obtaining a Conditional Use Permit from City Council. The applicant has submitted a site plan which indicates the following:

1. Parking:
 - a. Display vehicles: 34 spaces
 - b. Customers: 5 spaces
 - c. Employees: 3 spaces
2. Method of Delivery: A loading space will not be required as vehicles will be driven to the site.
3. Hours of Operation:
 - a. 9:00 a.m. to 6:00 p.m. (Monday thru Friday)
 - b. 9:00 a.m. to 2:00 p.m. (Saturday)
4. Method of refuse collection: Provided by private carrier

The property is served by two access drives along US 70 West. The property can also be accessed via Short Street which allows access at the rear of the property. NCDOT has recommended that the driveway closest to Perkins Mill Road on US 70 West be closed and that a right-turn lane be constructed leading to the remaining US 70 driveway.

The site plan delineates spaces to be used for display parking. Eight of the 42 total spaces are shown in front of the existing building and will be utilized for customer and employee parking. The remaining 34 spaces will be used for display vehicles.

The existing building is placed along the southeast corner of the property, therefore, modifications of the 20 ft. side and rear setbacks will be required.

A Type 'C' (20 ft. wide) buffer is required along the southern, eastern and a portion of the western property lines. A wooden privacy fence exists along the eastern property line, mature evergreen shrubs exist along the southern property line and staff is working with the applicant to install a wooden privacy fence along a portion of the western property line to meet the buffer requirements of the City's UDO.

A Type 'A' 5 foot buffer is required and shown along the remaining portion of the western property which will utilize existing vegetation.

There are existing low-growing shrubs in the US 70 West right-of-way within an established island, however, with the installation of the required turn lane, most, if not all, of this island will be eliminated. The staff will work with the applicant to relocate the plant material appropriately. NCDOT will not allow required street trees within the right-of-way, therefore, a modification of that requirement will be necessary.

Interconnectivity is not shown due to the adjacent properties being zoned and developed residentially.

At the public hearing held on November 21, 2016, no one appeared to speak either for or against the request.

The Planning Commission, at their meeting held on November 28, 2016, recommended approval of the Conditional Use Permit and submitted development plans with the requested modifications and subject to incorporating NCDOT recommendations.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of a used car lot; and
2. Approve the submitted development plans with the following modifications:
 - a. Street tree requirement;
 - b. Protected street yard and interior landscaping;
 - c. Side and rear setbacks for existing building; and
 - d. Interconnectivity.

Approval would be subject to incorporation of NCDOT recommendations which include closing one driveway and construction of a right-turn lane leading to the remaining driveway. Consent Agenda Approval. Ham/Broadaway (7 Ayes)

Site and Landscape Plan - Ample Storage (Phase II). Approved. The property is located on the north side of US 70 East between Tenth Place and Calvary Street and is immediately adjacent to the existing Ample Storage site to the south.

Frontage: 429.38 ft. (Tenth Place)
Area: 113,256 sq. ft. or 2.60 acres
Zoning: General Business

The site is currently vacant.

Development plans for Ample Storage were initially approved by Council on September 8, 2009.

The owner proposes the expansion of the storage operation on an additional 2.6 acres which will include the construction of three new storage buildings.

The submitted site plan indicates the construction of 3 new commercial buildings to be used for rental storage. Areas of each building are as follows:

Building A1: 8,250 sq. ft.

Building A2: 15,750 sq. ft.

Building B: 24,000 sq. ft.

Hours/Days of Operation: 24 hours; 7 days a week

Number of Employees: 1

Currently, the site is accessed by a 35 ft. wide gated driveway extending from the US 70 service road and a 30 ft. wide gated driveway located at the end of the Tenth Place. A new 40 ft. wide gated driveway is proposed along the frontage of the Phase II section fronting Tenth Place which will provide egress only. Access aisles will provide circulation throughout the interior of the site.

Parking spaces are proposed or required.

Sidewalks are required for the proposed development along Tenth Place or the developer will be required to pay a fee in lieu of installation in the amount of \$6,440.70.

There is an existing commercial dumpster located to the north of the property at the end of the Tenth Place cul-de-sac.

The submitted site plan does not show interconnectivity to the north or east of the existing and proposed development. For security purposes, the developer believes that interconnectivity would not be practical. A modification of this requirement will be necessary.

A new dry retention pond is shown on the site which includes a 5 ft. wide ingress/egress easement provided for maintenance. Stormwater calculations will be reviewed and approved by the City's Engineering Department.

Elevation plans have not been submitted. Staff is working with the site engineer to ensure that no more than 50% of the exterior building walls are of smooth-faced concrete block, concrete panels or prefabricated metal materials and that other design guidelines are appropriately followed.

Submitted site plan indicates a total of 10 Willow Oaks to serve as street trees along Tenth Place. In addition, vehicular surface buffers are shown adjacent to the street trees and interspersed throughout the site. Plantings consist of Carissa Hollies, Redbuds, Crape Myrtles and India Hawthorns.

Type A, 10 ft. wide landscape buffer yard is shown along the southeastern property line. A total of 21 large trees will serve as the required buffer yard.

The Planning Commission, at their meeting held on November 28, 2016 recommended approval of the development plans with a modification of the interconnectivity requirement and subject to staff approval of building elevation plans.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site and landscape plan for Ample Storage Phase II with a modification of

interconnectivity subject to staff approval of building elevation plans. Consent Agenda Approval. Ham/Broadaway (7 Ayes)

Bond Order Authorizing the Issuance of General Obligation Bonds of the City of Goldsboro for the \$3,000,000 Parks and Recreational Facilities Bond and the \$7,000,000 Street Bonds. Resolutions Adopted. The Goldsboro City Council authorized bond referendum for the \$3,000,000 of Parks and Recreational Facilities Bonds and \$7,000,000 Street Bonds. The election for these bonds was held on November 8, 2016.

The Wayne County Board of Election canvassed the votes and have certified the number of votes cast on November 22, 2016. The results of the votes are:

1. Parks & Recreation Bonds
Yes: 10,587
No: 2,422
2. Street Bonds
Yes: 11,111
No: 1,958

It is necessary that the City Council certifies and declares the results of the referendum held on November 8, 2016 with respect to the \$3,000,000 General Obligation Parks and Recreation Bonds and the \$7,000,000 General Obligation Street Bonds.

It is recommended City Council adopt Resolutions certifying and declaring that the Bond Orders entitled below are now in effect and the Clerk publish results.

1. Bond Order authorizing the issuance of General Obligation Bonds of the City of Goldsboro in the maximum aggregate principal amount of \$3,000,000 for the purpose of financing, in part, the acquisition, construction and equipping of Parks and Recreation facilities in the City.
2. Bond Order authorizing the issuance of General Obligation Bonds of the City of Goldsboro in the maximum aggregate principal amount of \$7,000,000 for the purpose of financing, in part, the construction, repair, installation and equipping of streets, sidewalks, streetscapes, and related utility infrastructure in the City. Consent Agenda Approval.
Ham/Broadaway (7 Ayes)

RESOLUTION NO. 2016-96 “Resolution Certifying Results of 2016 Referendum for General Obligation Parks and Recreation Bonds and Providing for Publication of Notice thereof”

RESOLUTION NO. 2016-97 “Resolution Certifying Results of 2016 Referendum for General Obligation Street Bonds and Providing for Publication of Notice thereof”

Stoney Creek Greenway Trail Agreement. Approved. The City of Goldsboro has constructed a greenway trail for pedestrian; non-motorized vehicle use along the side of Stoney Creek from Ash Street to the NCRS south of the right-of-way.

The Ridgewood residents are interested in making the greenway trail an attractive and popular recreational resource for citizens of Goldsboro. Ridgewood residents have proposed certain restrictions on the use of the greenway trail and adjoining property for the purpose of maintaining a safe and enjoyable facility for the public and residents enjoyment:

1. A natural buffer be maintained on both the east and west side of the greenway trail to give the area a natural appearance both from the trail and Ridgewood Drive area.
2. The greenway trail not be illuminated during nighttime hours.
3. The greenway trail will be open to the public solely for use by pedestrians and non-motorized vehicles.

4. Except for special events approved by the City of Goldsboro, the use of the greenway trail would be prohibited after dark.
5. Informational kiosks and other structures that would encourage gathering or loitering will not be constructed or permitted. Benches along the trail would be selected or designed to discourage sleeping on benches.
6. While bike paths meander through the City's property west of the greenway trail, direct paths or trails which promote access from the Claiborne Street area to the greenway trail will not be constructed on city property except for a limited area within 50 feet of the southernmost border of railroad right-of-way.
7. The city will increase police or security patrols as needed.
8. No access across Stoney Creek will be created between Ash Street and the NCRR southern right-of-way.
9. As additional consideration for this agreement, the Ridgewood residents will provide a gate for the parking lot entrance.

Staff recommended Council authorize the Mayor and City Clerk to execute an agreement with Ridgewood residents. Consent Agenda Approval. Ham/Broadaway (7 Ayes)

Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina. Ordinance Adopted. In 1990, an agreement was reached between the North Carolina League of Municipalities and the City of Goldsboro to engage American Legal Publishing Company to revise the Code of Ordinances of Goldsboro. The revised Code was published in 1995.

The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-39 Supplement. This Supplement contains all Ordinances of a general nature enacted since S-38 Code of Ordinances dated April 18, 2016.

Staff recommended Council adopt the following entitled Ordinance enacting and adopting the 2016 S-39 Supplement to the Code of Ordinances of the City of Goldsboro. Consent Agenda Approval. Ham/Broadaway (7 Ayes)

ORDINANCE NO. 2016-62 "AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA"

End of Consent Agenda.

City Manager's Report. Mr. Stevens stated he thought we had a very successful Christmas Parade and thanked the Chamber of Commerce for their involvement. It seemed to be a great community event. I do want to wish everyone a merry and safe Christmas.

City Attorney's Report. No report.

Mayor and Councilmembers' Reports and Recommendations.

Councilmember Williams had no comment.

Councilmember Broadaway stated he would like to publicly thank Team Rubicon and Christ in Action. They were fantastic.

Councilmember Stevens stated he would also like to say thank you and echoed the comments regarding Team Rubicon and Christ In Action. Councilmember Stevens asked that everyone remember those who are still displaced.

Mayor Pro Tem Aycock had no comment.

Councilmember Foster had no comment.

Councilmember Ham had no comment.

Mayor Allen shared a Special Meeting to discuss the former WA Foster Center is scheduled for December 15, 2016 at 5:30 p.m. at the former WA Foster Center on Leslie Street and anyone interested in encouraged to attend. The U.S. Air Force is soliciting on comments at a public hearing on a proposal to base a reserve squadron of new state-of-the-art KC46 Pegasus tanker aircraft at Seymour Johnson Air Force Base on December 15th beginning at 5:30 p.m. Mayor Allen also asked that everyone remember those who are displaced, remember those in need. Mayor Allen stated the Christmas Parade was the best he had seen in a while and there was a great turnout. He thanked the Police Department, the Chamber, volunteers from the Base, people in the parade and those who attended the parade.

There being no further business, the meeting adjourned at 8:12 p.m.

Chuck Allen
Mayor

Melissa Corser, MMC
City Clerk

**MINUTES OF SPECIAL CALLED MEETING
OF MAYOR AND CITY COUNCIL
DECEMBER 15, 2016**

Item A-2

The Mayor and City Council of the City of Goldsboro, North Carolina, called a Special Meeting to discuss the former WA Foster Center building and approval of the vegetative debris reduction and removal contract at the Former WA Foster Building, 516 S. Leslie Street, Goldsboro, NC at 5:30 p.m. on December 15, 2016 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Gene Aycock
Councilmember Bill Broadaway
Councilmember Mark Stevens (arrived at 5:36 p.m.)
Councilmember Bevan Foster (arrived at 5:36 p.m.)
Councilmember David Ham
Jim Womble, City Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Randy Guthrie, Assistant City Manager
Scott Barnard, Parks & Recreation Director
Kaye Scott, Finance Director
Shycole Simpson-Carter, Community Relations Director
Mike Wagner, Interim Public Utilities Director
Tracie Davis, Communications and Marketing Director
Rochelle Moore, News Argus
Anthony Goodson, Goldsboro Housing Authority
Vernon Harvey, Citizen
James Exum, Citizen
John Barnes, Citizen
Don Holliday, Citizen
Willie Battle, Citizen
Jessie Battle, Citizen
Cheryl Alston, Citizen
Myrtle Vaughn, Citizen
Elizabeth Arrington, Citizen
Steve Ashford, Citizen
Sylvia Barnes, Citizen
Matthew Melvin, Jr., Citizen
DJ Coles, Citizen

Call to Order. Mayor Allen called the meeting to order at 5:32 p.m.

Invocation. Councilmember Broadaway provided the invocation. Pledge to the Flag followed.

Informal Bid Request #20106-007 – Vegetative Debris Reduction and Removal.

Resolution Adopted. On November 28, 2016, the City of Goldsboro re-advertised for a unit price contractor to assist with the reduction and removal of the vegetative debris that is located at the temporary dump site. Due to a misinterpretation by the bidders of the measurement related to payment by the cubic yard after it had been ground, the bid had to be re-advertised.

On December 8, 2016, the bids were opened with 8 responsive bidders for the vegetative debris reduction and removal. The bids were reviewed by the Public Works Department, checked for accuracy and dependability and found to be in order. American Property Experts was the low bid of \$4.66 per cubic yard.

A bid tabulation is available for additional information.

Upon motion of Mayor Pro Tem Aycock, seconded by Councilmember Broadaway and unanimously carried, Council accepted the low bid of \$4.66 cubic yard from American Property Experts and adopt the following entitled resolution authorizing the City Manager and City Clerk to sign the contract.

RESOLUTION NO. 2016-98 “RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEBRIS REDUCTION AND REMOVAL CONTRACT”

Former WA Foster Building. Mr. Scott Barnard stated what began our transition to the new WA Foster was two-fold; there were problems with the building and not feeling like the space met the current needs of the public. Mr. Barnard shared information regarding the known needs of the building which included asbestos removal, repair of the HVAC and roof related known issues with cost estimates for repairs totaling approximately \$132,000. This does not include any cosmetic repairs or address ADA accessibility issues.

Mr. Scott Stevens shared information regarding operational costs.

Mayor Allen shared information regarding the reasoning behind building the new WA Foster Center. Over the past year we have discussed this building with a lot of various groups. There is a huge demand for space that is safe and convenient. We do not want to have to manage the building. We are looking for a group with a capacity to manage the building and provide upkeep.

Mr. Taj Pollack stated he has been working with other groups to form a conglomerate. He stated he and many of his brothers are her tonight and have a vested interest in the building as it was named after one of their chartered members of the Masonic Lodge. So moving forward, if we had a criteria to look at and what we need to have in place so that we could obtain this building.

Mayor Allen stated criteria could include how many people are you going to help, what you are, what you can do, manpower, will you be using volunteers or will you be hiring someone; like a business plan including hours of operation, etc. Mr. Scott Stevens added it would also be good to include how you plan to financially support this endeavor.

Mayor Pro Tem Aycock stated we want to give every chance to give this back to the community.

Ms. Cheryl Alston shared they are ready to move forward with the STEM concept. She shared information regarding the YES Program and stated they are all for partnering with others.

Councilmember Aycock asked if grants were available for these types of programs. Ms. Shycole Simpson-Carter stated there are several federal and state grants but a major hurdle could be proof of financial stability for newer agencies but we can provide information on available grants.

Mr. Anthony Goodson of the Housing Authority stated we would like to take a look at this facility, possible rehab and turn it back over to the community. We have no interest in making money in the center, just keeping it in this community. We are a high performing agency and have the capacity and dollars to take care of the facility. He stated they are interested in partnering with groups and associations with the understanding the facility needs to be programmed.

Council asked for proposals for the use of the building by the end of February focusing on partnerships and sustainability. Council also indicated a willingness to donate the building if permissible by law and to abate the asbestos, repair HVAC and roof related known issues.

Mr. Stevens asked if everyone would please sign the sign in sheet and leave contact information so that we can get the criteria out to interested parties sometime in early January. In talking with our City Attorney he believes we can donate the property to a non-profit or governmental entity for a public purpose. The facility must be used for a public purpose.

Mayor Allen thanked everyone for coming out.

There being no further business, the meeting adjourned at 6:01p.m.

Chuck Allen, Mayor

Melissa Corser, MMC
City Clerk



City of Goldsboro

H.O. Drawer A
North Carolina
27533-9701

Item B

EMERGING TECHNOLOGY AND ENTERTAINMENT WEEKEND PROCLAMATION

WHEREAS, Emerging Technology and Entertainment Weekend celebrates the achievement in computer programming, computer animation, film, game design and advancements in all fields of technology; and

WHEREAS, the 7th Annual Praxis Film Festival will be held Friday, February 3, 2017 from 10:00 a.m.-10:00 p.m. and Saturday, February 4, 2017 10:00 a.m. - 10:00 p.m. at the Paramount Theater in downtown Goldsboro; and

WHEREAS, the Carolina Games Summit will be held Saturday, February 4, 2017 from 10:00 a.m. – 8:30 p.m. and Sunday, February 5, 2017 10:00 a.m. - 6:00 p.m. in downtown Goldsboro, NC. This hybrid event will deliver industry speakers, video game tournaments, concerts, exhibition booths, cosplay, educational sessions, and trading card games; and

WHEREAS, the Carolina Game Summit will host guests such as Ubisoft, Autodesk, Steamroller Studios, Spark Plug Games, Epic Games, the Art Institute of Atlanta and schools in the gaming and technology fields and Tesla Motors; and

WHEREAS, Praxis refers to practical application, and is a term often paired in opposition to theory. Theory is an idea and praxis is about bringing the idea into reality. Praxis Film Festival celebrates filmmakers who bring ideas into reality on the big screen; and

WHEREAS, the City of Goldsboro is pleased to welcome the participants, vendors and guests to the Carolina Games Summit and Praxis Film Festival and welcomes them to come back to Goldsboro regularly.

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby commend observance of this week and proclaim the first weekend in February as

EMERGING TECHNOLOGY AND ENTERTAINMENT WEEKEND

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Goldsboro, North Carolina, to be affixed this 17th day of January, 2017.



Chuck Allen, Mayor

CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT PUBLIC HEARING
Z-1-17 Elton Barnes – South side of Hooks River Road
between US Highway 117 Bypass and North George Street
(R-6 Residential to RM-9 Residential Mobile Home)

BACKGROUND: The applicant requests the RM-9 zone in order to allow the placement of one manufactured home on the property.

Frontage: 160 ft.
Depth: 145 ft. (approx.)
Area: 23,200 sq. ft., or 0.52 acres

Surrounding Zoning: North: General Business and I-2 Industrial
South: R-6 Residential
East: R-6 Residential
West: R-6 Residential

DISCUSSION: Existing Use: The property is currently vacant.

Proposed Use: The requested RM-9 Residential zoning district would permit the placement of one manufactured home on the property.

Comprehensive Plan Recommendation: The City's adopted Land Use Plan recommends High Density Residential development for the property. The requested RM-9 zone would be considered medium-density residential according to the Land Use Plan.

Engineering Comments: City water is available to the property. City sewer service is not available, however, a City sewer main is located approximately 100 ft. from the subject property. The property will be required to connect to City sewer.

If approved and a manufactured home is placed on the property, a masonry or brick foundation completely surrounding the base of the unit will be required. In addition, other manufactured home standards would have to be met including that the home shall have the appearance of a site-built single-family dwelling unit permanently located on the lot which will require a pitched roof, horizontal siding, no visible rust, and all windows and doors to be in working condition.

The applicant's home on Vail Road in Pikeville was recently destroyed by Hurricane Matthew and he now wishes to relocate to the subject property.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on February 6, 2017.

Date: 1-11-2017



Planning Director

Date: _____

City Manager

ssj

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

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro, in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, at **7:00 p. m. on Tuesday, January 17, 2017.**

Z-1-17 Elton Barnes – South side of Hooks River Road between US Highway 117 Bypass and North George Street

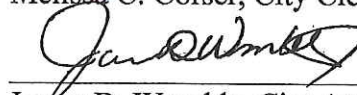
The Wayne County Tax Identification Nos. are 3600-14-1467 and 2432. The address is 204 West Hooks River Road. The property has a frontage of 160 ft., a depth of approximately 145 ft. and a total area of approximately .52 acres. The present zoning classification is R-6 Residential. The proposed zoning classification is RM-9 Residential Mobile Home.

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

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



Melissa C. Corser, City Clerk



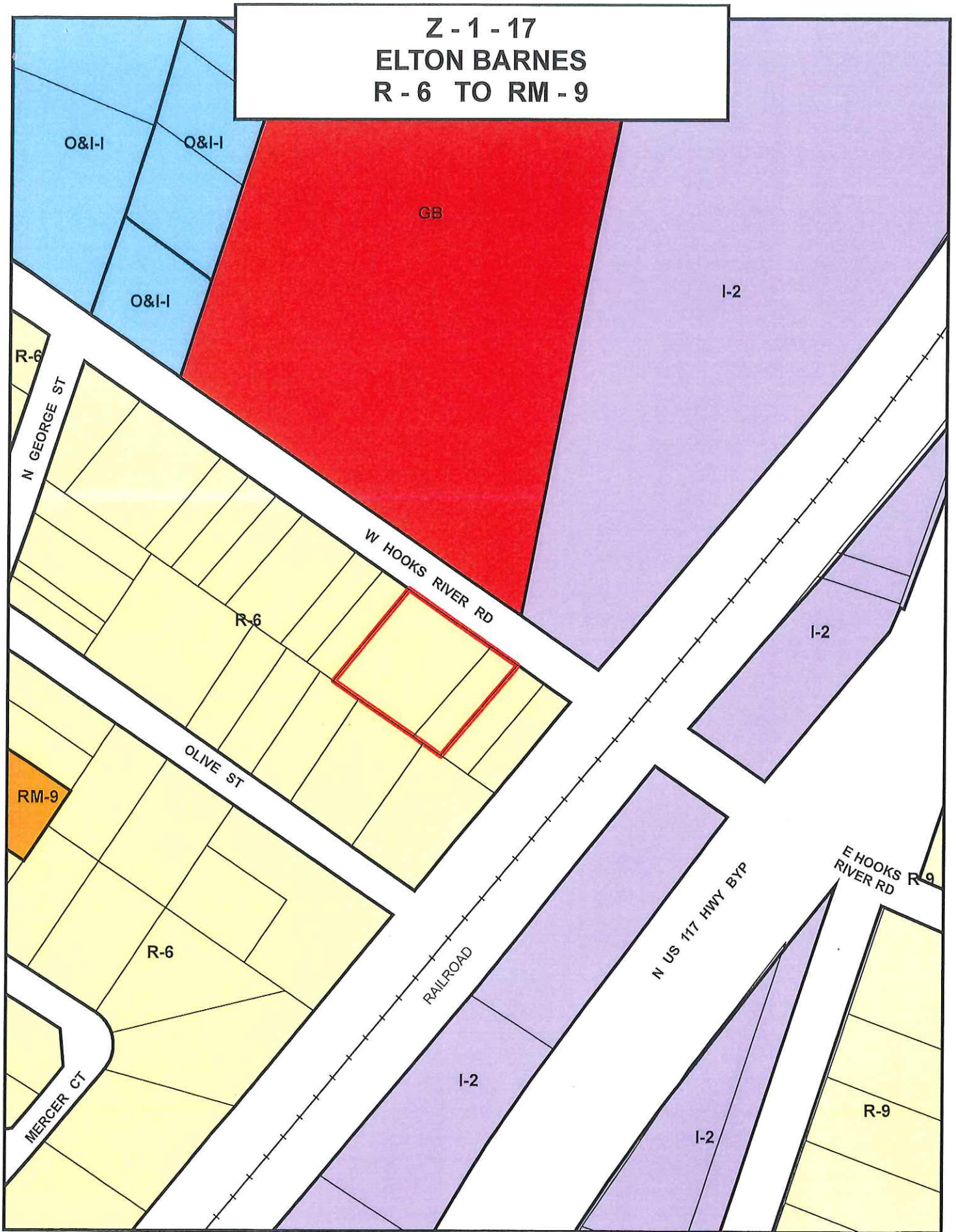
James D. Womble, City Attorney

PUBLISH: December 29, 2016
 January 5, 2017

Z - 1 - 17
ELTON BARNES
R - 6 TO RM - 9



Z - 1 - 17
ELTON BARNES
R - 6 TO RM - 9



Z - 1 - 17
ELTON BARNES
R - 6 TO RM - 9



CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT PUBLIC HEARING
CU-1-17 Mazin Saleh – East side of NC 111 South between
Southeast Drive and US Highway 70 East

BACKGROUND: The applicant requests a Conditional Use Permit to allow the
operation of an internet gaming business.

The proposed use is to be located in two units within the
Southeast Plaza Shopping Center. The space has a width of
60 ft., a depth of 60 ft. and a total area of 3,600 sq. ft. The
property is zoned General Business.

A Conditional Use Permit was previously approved for this
location in 2012 and the Permit was modified in 2014 to
increase the number of games permitted from 50 to 80.

The property is located within the 70-75 decibel noise
overlay zone associated with Seymour Johnson Air Force
Base. This request has been forwarded to Base officials and
no objections have been submitted.

DISCUSSION: The internet gaming business has not operated for more than
six months, therefore, a new Conditional Use Permit is
required. The applicant contends that software to be utilized
at this time is compliant with State law.

The following information has been submitted with the
application:

No. Employees: 3
Hrs. and Days of Operation:
Monday-Saturday: 9:00 a. m. to 11:00 p. m.
Sunday: 12:00 Noon to 10:00 p. m.
No. of Machines: 30

Parking: There are a total of 263 paved parking spaces
serving the shopping center and, based on retail area, the
shopping center requires 172 parking spaces. With the

inclusion of the internet café, an additional 48 parking spaces will be required. There will be sufficient parking at this location to provide for all uses within the shopping center.

Since residentially zoned property exists to the rear of the site, a modification of the 200 ft. distance requirement will be necessary. The property is vacant farmland.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on February 6, 2017.

Date: 1-11-2017



Planning Director

Date: _____

City Manager

ssj

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER ISSUANCE OF A
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF
AN INTERNET CAFÉ/SWEEPSTAKES FACILITY

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Tuesday, January 17, 2017, at 7:00 p. m., in the Council Chambers, City Hall to consider the issuance of a Conditional Use Permit to allow the operation of an internet café/sweepstakes facility.

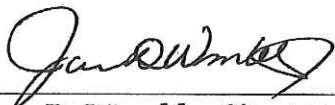
CU-1-17 Mazin Saleh – East side of NC 111 South between Southeast Drive and US Highway 70 East

The Wayne County Tax Identification No. is 3528-21-8249. The address is 211 NC 111 South and the individual unit has a frontage of 60 ft., a depth of 60 ft. and a total area of approximately 3,600 sq. ft.

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



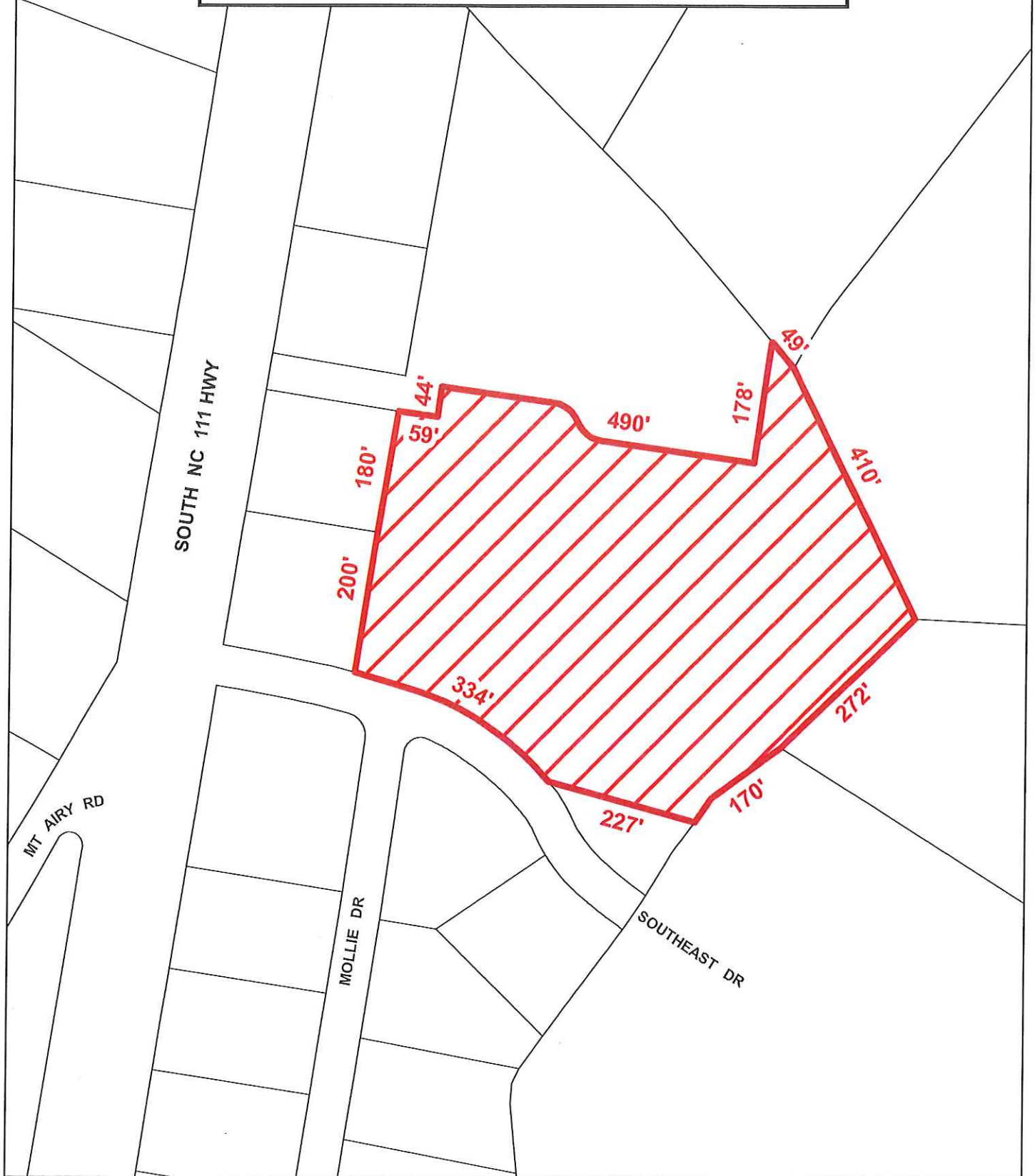
Melissa C. Corser, City Clerk



James D. Womble, City Attorney

PUBLISH: December 29, 2016
January 5, 2017

CU - 1 - 17
MAZIN SALEH
A PLACE OF ENTERTAINMENT
INTERNET CAFE



CU - 1 - 17
MAZIN SALEH
A PLACE OF ENTERTAINMENT
INTERNET CAFE



CU-1-17 MAZIN SALEH (INTERNET SWEEPSTAKES)

MAZIN SALEH INTERNET SWEEPSTAKES

No. of Games: 30 Maximum
No. of Employees: 3-4
Hours of Operation:

Mon. - Sat. 9:00 am - 11:00 pm
Sunday 12:00 pm - 10:00 pm

Modification of distance requirement
from residential from 200 FT. to 0 FT.

CITY OF GOLDSBORO SITE PLAN APPROVAL

CITY CLERK

DATE

CITY ENGINEER

DATE

PLANNING DIRECTOR

DATE

OWNER SIGNATURE

DATE



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on the map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

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CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT PUBLIC HEARING
CU-2-17 Michael Spriggs – Southwest corner of US 117
South and Neuse Circle

BACKGROUND: The applicant requests a Conditional Use Permit to allow the operation of a used car lot.

A Conditional Use Permit was initially approved for this site in 1999 for the operation of a used car lot. In 2000, the Permit was amended to allow expansion of the car lot operation. At that time, a modification of the landscape buffer requirement along the rear property line was approved since adjoining property was acquired through hazard mitigation and will not be developed.

The used car lot has continued to operate under various names and has changed ownership and ceased operation for more than six months.

Frontage: 100 ft.
Depth: 200 ft.
Area: 20,000 sq. ft., or 0.46 acres
Zoning: General Business

DISCUSSION: There is an existing 2,250 sq. ft. building on the site which contains office space as well as a one-bay service area.

The entire site is surrounded by an 8 ft. tall chain link fence with barbed wire for security. One existing over-sized curb cut provides access to the gated main entrance on US 117 South. Another curb cut exists along Neuse Circle for access to the rear service area.

Parking

Display Spaces: 17
Customer Spaces: 5
Employee Spaces: 1

No loading space will be required since all vehicles will be driven to the site.

Hours of Operation: 9:00 a. m. to 5:00 p. m.

No. of Employees: 1

Refuse Collection: Provided by roll-out containers;

Landscaping

There are four street trees provided along the Neuse Circle frontage. As noted previously, property to the rear of the site across Nanny Ryals Street was purchased through the Hazard Mitigation Program and will not be developed in the future. For this reason, a modification of the street tree and buffer requirement along the western property line has been requested.

Due to existing asphalt which extends to the US 117 right-of-way, the applicant proposes installation of planter boxes along the front of the site behind the security fencing. Street trees will not be permitted within the US 117 right-of-way.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on February 6, 2017.

Date: 1-11-2017



Planning Director

Date: _____

City Manager

ssj

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
OF THE CITY OF GOLDSBORO
TO CONSIDER THE ISSUANCE OF A CONDITIONAL USE PERMIT
TO OPERATE A USED CAR LOT

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Tuesday, January 17, 2017, at 7:00 p. m., in the Council Room, City Hall, to consider the issuance of a Conditional Use Permit to allow the operation of a used car lot.

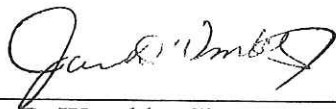
CU-2-17 Michael Spriggs – Southwest corner of US 117 South and Neuse Circle

The Wayne County Tax Identification No. is 2598-49-5890 and the address is 1201 US Highway 117 South. The property has a frontage of 100 ft., an approximate depth of 200 ft. and a total area of approximately 0.5 acres.

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



Melissa C. Corser, City Clerk



James D. Womble, City Attorney

PUBLISH: December 29, 2016
January 6, 2017

CU - 2 - 17
MICHAEL SPRIGGS
USED CAR LOT



CU - 2 - 17
MICHAEL SPRIGGS
USED CAR LOT



CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Contiguous Annexation Request – Ample Storage
Phase II (3.38 Acres)

BACKGROUND: The City Council, at their meeting on January 3, 2017, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place and purpose of the meeting.

DISCUSSION: Pursuant to G. S. 160A-31, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the proposed annexation.

If the Council determines that the proposed annexation meets all the requirements of G. S. 160A-31, it has the authority to adopt an annexation ordinance.

Attached is a report prepared by the Department of Planning and Community Development, in conjunction with other departments, concerning the subject annexation area. All City services can be provided to the property.

RECOMMENDATION: By motion, after the public hearing, adopt the attached Ordinance annexing the Ample Storage Phase II Property effective January 31, 2017.

Date: 1-11-2017


Planning Director

Date: _____

City Manager

ANNEXATION REPORT
AMPLE STORAGE PHASE II
(CONTIGUOUS)

Property Description

- a. Location: The area being considered for annexation is located on the south side of Tenth Place.
- b. Population: The site is currently vacant. There is no resident population. Development plans have been approved for the expansion of the existing adjacent Ample Storage warehouse.
- c. Acreage: 3.38 acres
- d. Zoning: The property is currently zoned General Business. Surrounding properties are all zoned General Business as well.

2. Engineering Description

Commencing at an existing 3/4" iron pipe in the southwestern right of way line of Tenth Place, having coordinates (x=2305728.195 feet y=602313.504 feet, North Carolina Coordinate System, North American Datum of 1983, 2011 adjustment) and running thence N56°41'51"W 21.16 feet to an existing 1/2" iron pipe in the southwestern right of way of Tenth Place; thence along said right of way N 75°07'18" W 3.10 feet to an existing 3/4" iron pipe in said right of way, the **Point of Beginning**; thence from said beginning point along said right of way and along a curve to the right having a chord of N 08°37'36" E 99.12 feet and a radius of 50' to an existing 1/2" iron pipe; thence continuing along the northeastern right of way of Tenth Place along a curve to the right having a chord of S 41°41'26" E 73.22 feet and a radius of 50 feet to an existing 1/2" iron rod; thence continuing along said right of way along a curve to the left having a chord of S 15°23'36" E 21.17 feet and a radius of 30 feet to an existing 1/2" iron rod in said right of way; thence continuing along said right of way S 35°55'22" E 429.44 feet to a new iron pipe in the northeastern right of way of Tenth Place; thence S 53°59'38" W 59.94 feet to a new iron pipe in the southwestern right of way line of Tenth Place; thence along a new line S 53°59'38" W 250.67 feet to a new iron pipe in the northeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 36°00'22"W 451.59 feet to an existing 3/4" iron pipe in the southeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 53°59'53"E 241.80 feet to the point of beginning containing 3.38+- acres, more or less according to a survey by McDavid Associates, Inc. titled "Annexation Survey For Ample Storage Goldsboro, LLC" dated September 26, 2016.

3. Qualifications

- a. The area proposed to be annexed will meet the requirements of G. S. 160A-31(f):

Annexation by Petition: The area is adjacent and contiguous to the City boundaries. The proposed annexation area boundary abuts the existing city limits along its northern, southern, eastern and western property lines.

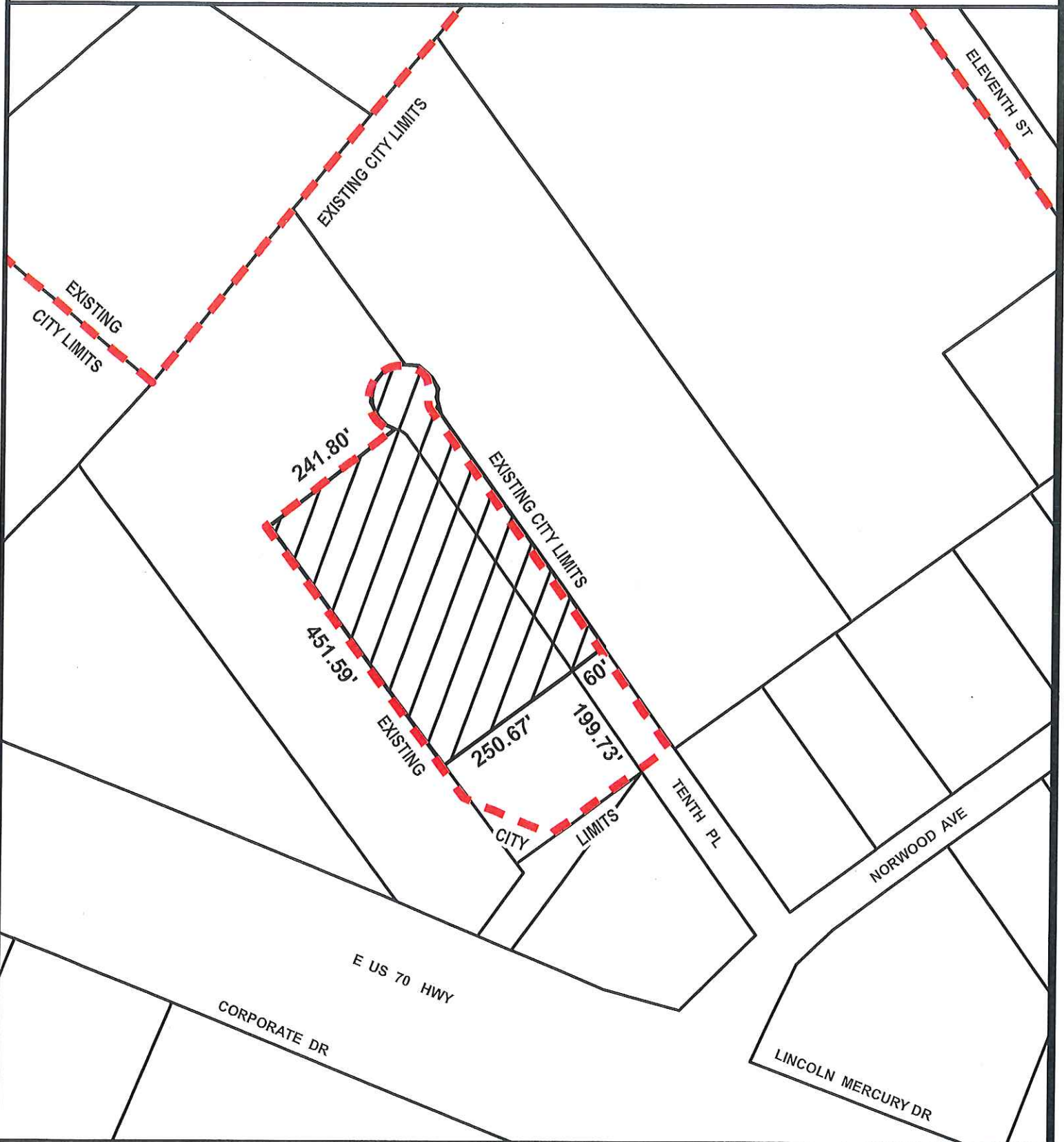
4. Plans for Extension of Municipal Services

- a. Fire Protection: Fire protection for the property requested for annexation will be provided by existing City personnel and equipment.
- b. Police Protection: Police protection to the subject property can be provided by existing City personnel and equipment.
- c. Refuse Collection: The City will be able to provide commercial refuse service to this site upon request.
- d. Street Construction and Maintenance: Tenth Place has been included within the annexation petition and will be maintained by existing City crews. A length of 340 ft. of Tenth Place is already maintained by the City.
- e. Water and Sewer Service: City water and sewer service is available to serve the property.
- f. Estimated Revenues: Estimated revenues are based on current tax values as listed in the Wayne County tax records.
- $$\$270,400/\$100 \text{ (Land Only)} = \$2,704 \times \$.65 = \underline{\$1,757.60}$$
- g. Estimated Payments to Volunteer Fire Department: It is not anticipated that the proportionate share payment will be greater than \$100 per year, therefore, no VFD payment will be required.

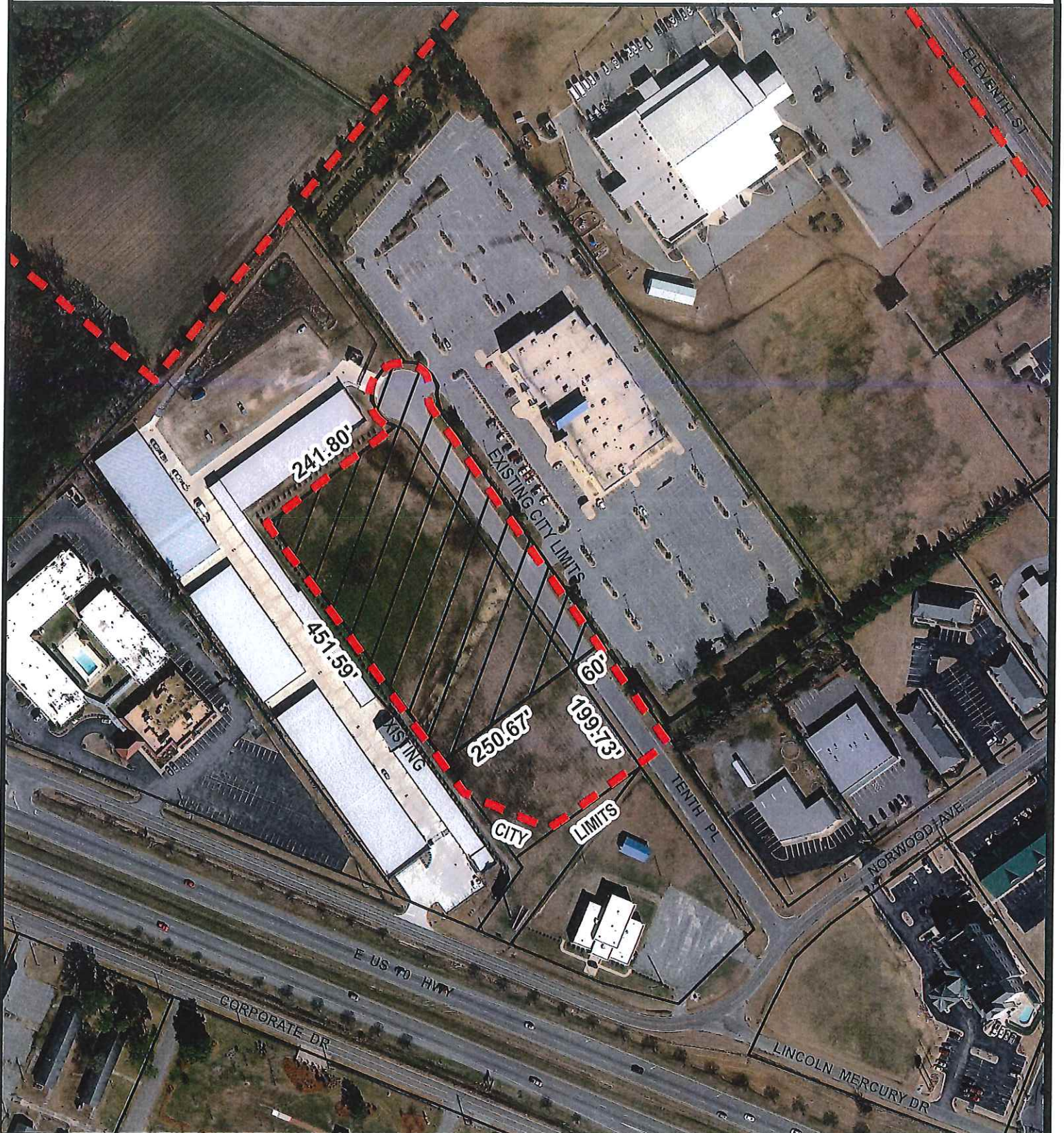
5. Voting District

The City changed its method of electing Councilmembers on February 2, 1987 and divided the City into six voting districts. It is customary to add a newly-annexed area to the nearest voting district. With the adoption and approval of revised Electoral District maps in 2010, this area, if annexed, will be added to **District No. 3** unless the City Council instructs the City staff to include this area in another district.

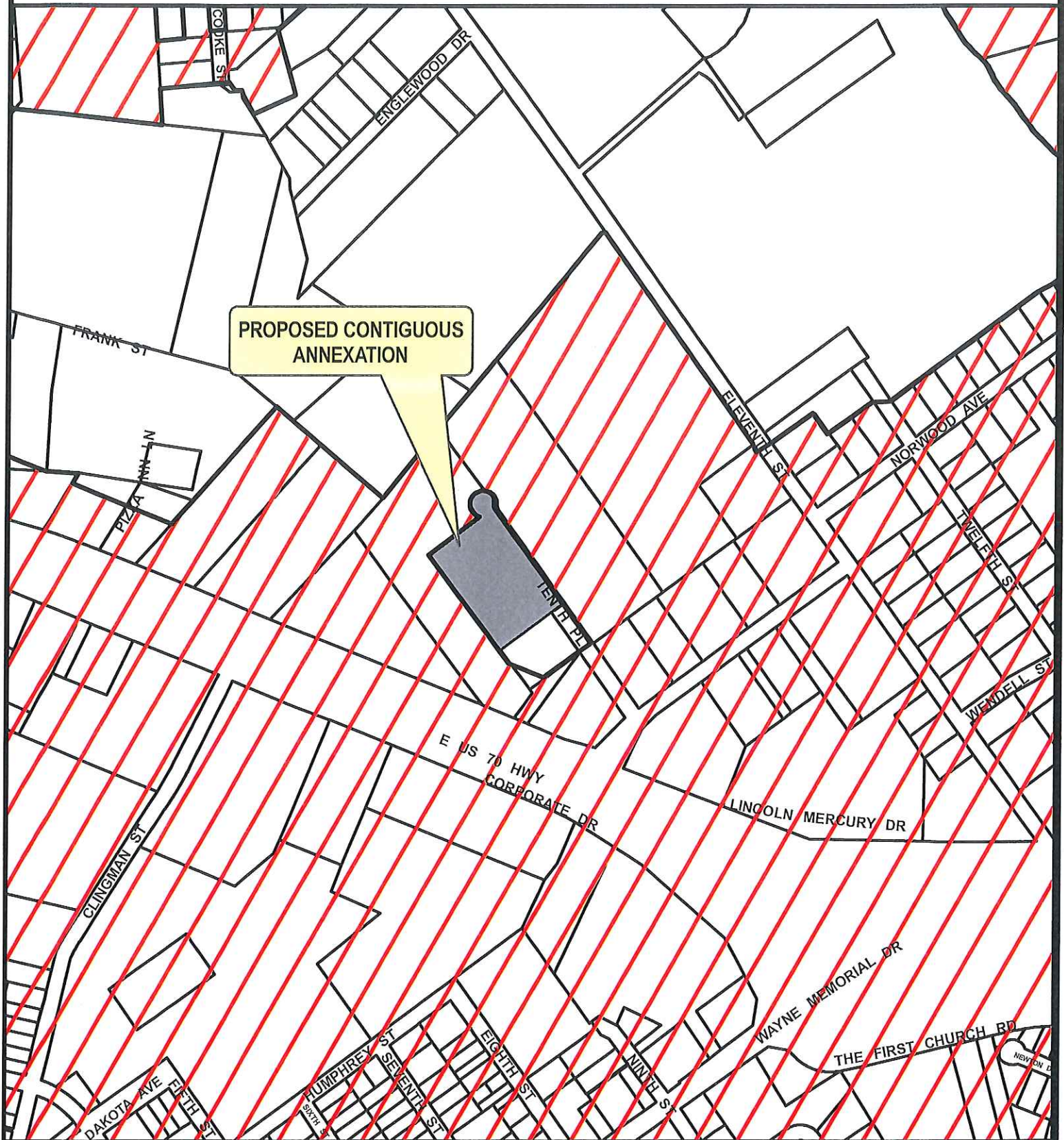
CONTIGUOUS ANNEXATION AMPLE STORAGE



CONTIGUOUS ANNEXATION AMPLE STORAGE



CONTIGUOUS ANNEXATION AMPLE STORAGE



ORDINANCE NO. 2017 -

AN ORDINANCE ANNEXING CERTAIN CONTIGUOUS REAL PROPERTY
TO THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given in compliance with the pertinent provisions of Section 31, of Chapter 160A of the General Statutes of North Carolina, a public hearing was held before the City Council of the City of Goldsboro, North Carolina, at a regular meeting held in the City Hall in Goldsboro on Monday, January 17, 2017 relative to the annexation of the contiguous real property hereinafter described to the City of Goldsboro; and

WHEREAS, at said public hearing all persons owning property in the area proposed to be annexed who alleged error in the Petition for Annexation, as well as residents of the City of Goldsboro who questioned the necessity for annexation, were given an opportunity to be heard along with proponents of such annexation; and

WHEREAS, after the completion of said public hearing, the City Council has determined that the Petition for Annexation meets the requirements of said Section 31 of Chapter 160A of the General Statutes of North Carolina, and has further determined, after due and careful deliberation, that it is for the best interest of the City of Goldsboro and its citizens that the contiguous real property proposed to be annexed be annexed to the City of Goldsboro; and

WHEREAS, as a result of said annexation, it is necessary to modify the boundaries of the six (6) single-member electoral districts of the City of Goldsboro as shown on a map entitled "Official Election District Boundaries" dated July 15, 2002 and to amend said map as hereinafter set forth; and

WHEREAS, the City Council finds it to be in the best interests of the City of Goldsboro to modify the boundaries of the electoral district in order to afford the citizens of the annexed area full participation in the electoral process of the City of Goldsboro and in order to comply with State and Federal law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following described contiguous real property be and the same is hereby annexed to the City of Goldsboro:

Ample Storage Phase II

Commencing at an existing 3/4" iron pipe in the southwestern right of way line of Tenth Place, having coordinates (x=2305728.195 feet y=602313.504 feet, North Carolina Coordinate System, North American Datum of 1983, 2011 adjustment) and running thence N56°41'51"W 21.16 feet to an existing 1/2" iron pipe in the southwestern right of way of Tenth Place; thence along said right of way N 75°07'18" W 3.10 feet to an existing 3/4" iron pipe in said right of way, the **Point of Beginning**; thence from said beginning point along said right of way and along a curve to the right having a chord of N 083°7'36" E 99.12 feet and a radius of 50' to an existing 1/2" iron pipe; thence continuing along the northeastern right of way of Tenth Place along a curve to the right having a chord of S 41°41'26" E 73.22 feet and a radius of 50 feet to an existing 1/2" iron rod; thence continuing along said right of way along a curve to the left having a chord of S 152°3'36" E 21.17 feet and a radius of 30 feet to an existing 1/2" iron rod in said right of way; thence continuing along said right of way S 35°55'22" E 429.44 feet to a new iron pipe in the northeastern right of way of Tenth Place; thence S 53°59'38" W 59.94 feet to a new iron pipe in the southwestern right of way line of Tenth Place; thence along a new line S 53°59'38" W 250.67 feet to a new iron pipe in the northeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 36°00'22"W 451.59 feet to an existing 3/4" iron pipe in the southeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 53°59'53"E 241.80 feet to the point of beginning containing 3.38+- acres, more or less according to a survey by McDavid Associates, Inc. titled "Annexation Survey For Ample Storage Goldsboro, LLC" dated September 26, 2016.

BE IT FURTHER ORDAINED THAT:

1. The annexed area herein above identified be added to and become a part of Electoral District 3; and
2. The boundaries of the six single-member electoral districts shall be modified and changed as shown on a map entitled "Official Election District Boundaries Map" dated July 15, 2002; and
3. The Director of Planning and Community Development is directed to prepare an official map showing the district boundaries and to file a copy of the official map in the Office of the City Clerk as required by G. S. 160A-22 and G. S. 160A-23. Further, the City Clerk shall forward a copy of the official map to the Wayne County Board of Elections; and
4. The effective date of annexation for the property under consideration is January 31, 2017.
5. This Ordinance is adopted this _____ day of _____, 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: CU-14-16 Parkash Patel - West side of S. Berkeley Boulevard
between Elm Street and East Street

Applicant requests a Conditional Use Permit to operate a
place of entertainment with no ABC permits (Internet Café).

Unit Frontage: 50 ft.
Unit Depth: 45 ft.
Unit Area: 2,300 sq. ft.
Zone: Shopping Center (SC)

BACKGROUND: Within the Shopping Center zoning classification, internet
cafés (electronic gaming operations) with no ABC permits
are a permitted use only after the issuance of a Conditional
Use Permit approved by City Council.

In August of 2010, the City Council adopted an Ordinance
regulating electronic gaming establishments which included
a definition, Conditional Use regulations, allowable zoning
districts, hours of operation and parking standards.

In November of 2015, the Wayne County District Attorney's
Office notified owners of existing internet cafés that any
establishment operating contrary to State law may be closed
by local law enforcement agencies. At issue was the legality
of the software being used to facilitate gaming operations.
Some operators chose to voluntarily close their business
while others chose to remain in operation.

New internet cafés or existing internet cafés that have been
closed for more than six months are required to apply for a
Conditional Use Permit according to the City of Goldsboro's
Unified Development Ordinance.

DISCUSSION: The applicant maintains that his computer software will be
compliant with North Carolina law and proposes to
operate at the same location in which an internet café was
previously operated.

The site consists of a strip center which includes retail and restaurant uses and is known as Village Square Shopping Center. The applicant proposes a total of 40 gaming stations within the assembly area of the tenant space while other areas will include restrooms, an office and storage space. At this time a floor plan has not been submitted.

Required parking for electronic gaming operations is 1.5 spaces per computer station and one space per employee. Based on 40 gaming stations and six to eight employees (rotating shifts), a total of 68 paved and striped parking spaces are required which would include four handicapped parking spaces. There are approximately 76 spaces existing on the site. With the proposed internet café and other uses existing within the shopping center a total of 126 parking spaces would be required. A modification of the parking requirement would, therefore, be necessary.

Hours of operation are limited to 7 a.m. to 2 a.m. and the applicant proposes six to eight employees with rotating shifts.

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school. There is no church or school facility located within 200 ft. of the proposed use. Residentially-zoned and developed property is located adjacent to the shopping center on the west. A modification of the 200 ft. distance requirement is, therefore, necessary.

At the public hearing held on November 21, 2016, three people spoke in opposition to the request and the applicant appeared and spoke in favor.

The Planning Commission, at their meeting on November 28, 2016 deferred action on the matter at the request of the applicant who wished to address the concerns expressed at the public hearing.

Staff has received correspondence from the owner of the subject property indicating that he does not wish to proceed with this request and that action to deny the request is desired.

RECOMMENDATION: By motion, adopt an Order denying the requested Conditional Use Permit for the operation of a place of entertainment with no ABC permits.

Date: 1-11-2017



Planning Director

Date: _____

City Manager

ssj

CITY OF GOLDSBORO
STATE OF NORTH CAROLINA

ORDER DENYING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on November 21, 2016 to consider Conditional Use Permit application number:

CU-14-16 Parkash Patel – West side of South Berkeley Boulevard
Between Elm Street and East Street

to allow the operation of an internet café/sweepstakes facility (electronic gaming operation), having heard all of the evidence and arguments presented and reports from City officials, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
 - a. Will materially endanger the public health or welfare; or
 - b. Will substantially injure the beneficial use of adjoining or abutting property; or
 - c. Will not be in harmony with existing development and uses within the area in which it is located; or
 - d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.
3. The City of Goldsboro's Unified Development Ordinance provides the following regulations which are specific to the applicant's request for an Internet Café/Sweepstakes Facility.

Chapter 5.5 Supplemental Use Regulations

5.5.4 Special and Conditional Use Specific Regulations

Internet Café/Sweepstakes Facilities – Electronic Gaming Operations)

Permitted Districts: General Business, Shopping Center, Highway Business and I-2 General Industry. **(The subject property is zoned Shopping Center.)**

Approval Criteria

1. No establishment shall be located within two hundred (200) feet of any residentially zoned or developed property, church or school. Where the proposed establishment is separated from residentially zoned or developed property by a four-lane highway, the two hundred (200) foot separation

shall only apply to the properties along the sides and rear of the establishment. No such establishment shall be located within two hundred (200) feet of any other such establishment.

The subject property is located immediately adjacent to residentially-zoned and developed property to the west. A modification of the 200 ft. distance requirement would be necessary.

2. The hours of operation for such operations shall be limited to 7:00 a. m. to 2:00 a. m. Uses which are legally existing at the time of adoption of this ordinance shall have thirty (30) days to come into compliance with the hours of operation limitation as defined in this section.

The submitted site plan reveals that only 76 parking can be provided on the property. A total of 126 parking spaces are required for all uses within the building. A modification of the parking requirement would be necessary.

Based upon the foregoing FINDINGS OF FACT, the City Council makes the CONCLUSION that the proposed use does not satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Zoning Ordinance.

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council denied the applicant's request for a Conditional Use Permit to allow the operation of an internet café/sweepstakes facility (electronic gaming operation).

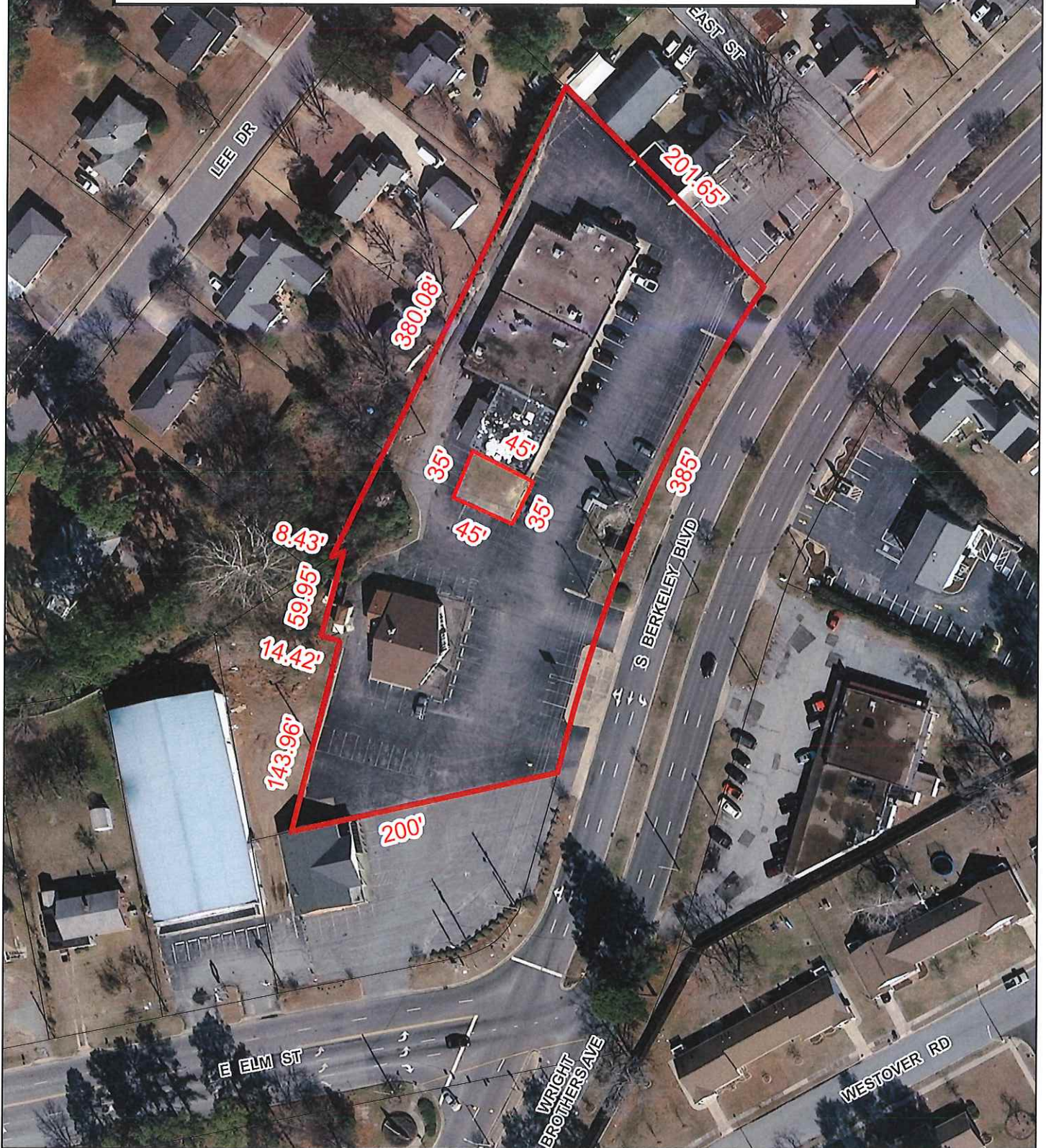
Therefore, because the City Council concludes that the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT **HAVE NOT BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT to allow the operation of an internet café/sweepstakes facility (electronic gaming operation) be **DENIED**.

Thus ordered this _____ day of _____, 2017.

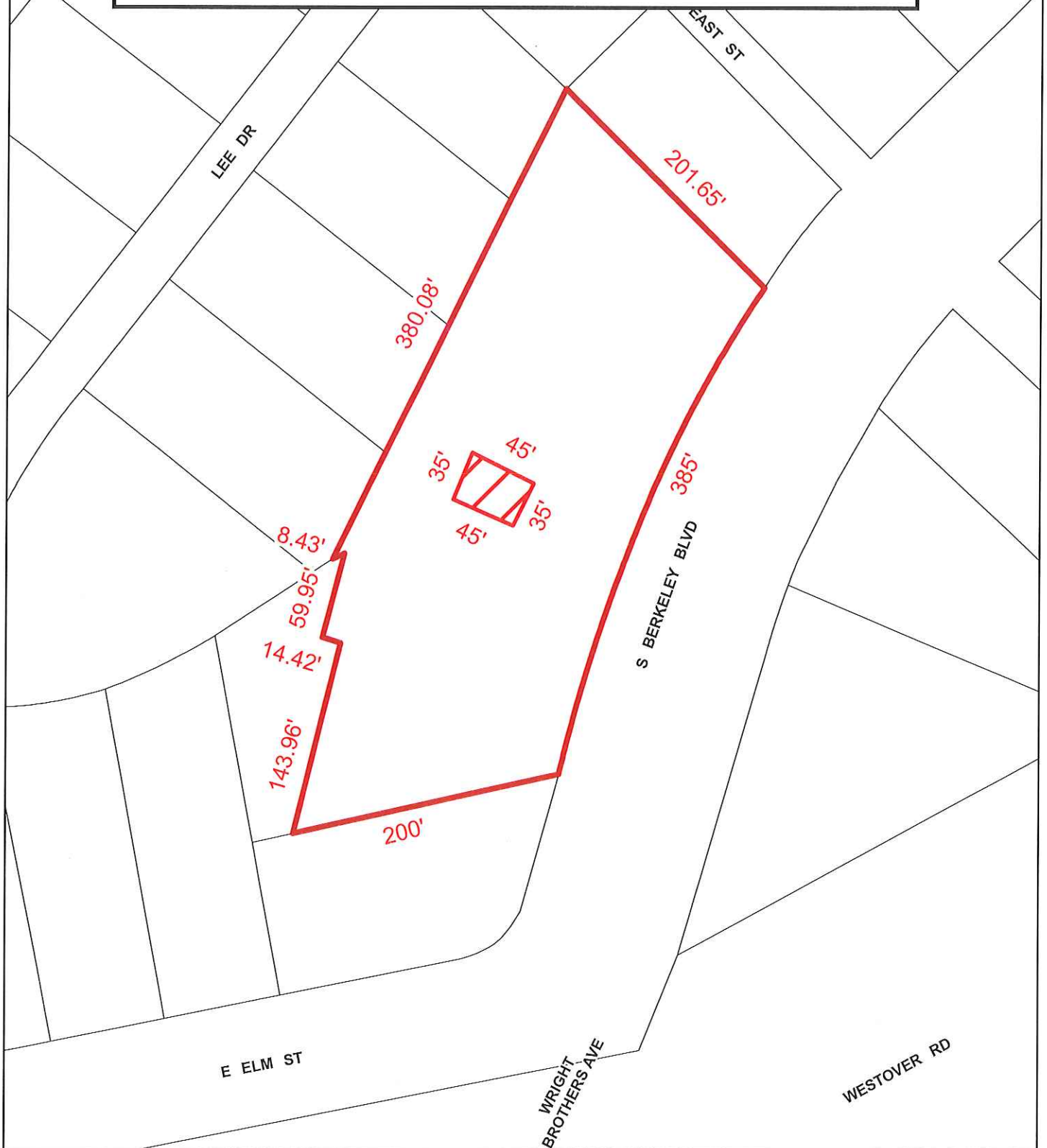
Chuck Allen, Mayor

James D. Womble, City Attorney

**CU-14-16
PARKASH PATEL
A PLACE OF ENTERTAINMENT
INTERNET CAFE**



**CU-14-16
PARKASH PATEL
A PLACE OF ENTERTAINMENT
INTERNET CAFE**



CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Reimbursement Agreement with Duke Energy for Plug-In Electric Vehicle Charging Station Project.

BACKGROUND: Duke Energy is required to spend \$3,000,000 to implement environmental mitigation projects in the State of North Carolina designed to reduce air emissions from reduced vehicle emissions or reduced use of fossil-fueled electricity generation. Duke Energy has allocated up to \$1,000,000 for the reimbursement of costs incurred by certain Duke Energy customers to purchase and install electric vehicle charging stations. The initial target market for the first round of funding was local and state governmental entities, as well as non-profits, in North Carolina that wished to install, own, and operate Electric Vehicle Charging Stations.

On August 15, 2016 staff discussed with City Council the grant opportunity through Duke Energy and Council agreed staff could proceed with applying for the grant. Duke Energy proposed financial contribution/reimbursement for 100% per charge port, \$20,000 per site, or \$50,000 per entity. The City applied for dual port stations to be installed at John Street Parking Lot, Convention Center and Wayne Community College.

DISCUSSION: On November 8, 2016 staff was notified of receiving \$10,000 from Duke Energy for the installation of a dual port charging station with locations requested being approved. Over 500 charging stations were requested from almost 100 applicants across the state of North Carolina. If the City accepts the funds a location will need to be selected for the dual port charging station.

Upon reviewing the reimbursement agreement with Duke Energy staff recommends accepting the funds and installing a dual port charging station in the John Street Parking lot due to its proximity to existing electrical infrastructure and desirability of the site (close to amenities and economic development areas, publicly visible, and areas with good general parking availability).

Per the agreement Duke Energy has agreed to reimburse the City for the costs to construct and install a dual port charging station. The \$10,000 grant award includes all reasonable costs associated with placing a charging station in service including but not limited to the charging station equipment, installation labor, related materials and supplies, permitting fees and utility service extension costs.

Recurring cost associated with the charging station is relative to network services and maintenance. After installation of the charging station the network service is free for the first year and if the municipality chooses to continue the network service it is estimated to cost \$280 per port annually (\$560 per year). The station will continue to operate if not networked.

The charging station must be completed in its entirety by no later than December 31, 2017 and the reimbursement requests must be received by no later than March 31, 2018.

RECOMMENDATION:

By motion, accept staff 's recommendation to accept the grant award of \$10,000 and authorize the City Manager to enter into a Reimbursement Agreement with Duke Energy for installation of a Plug-In Electric Vehicle Charging Station in the John Street Parking Lot.

Date: _____

City Engineer

Date: _____

City Manager

ssj

REIMBURSEMENT AGREEMENT
FOR
PLUG-IN ELECTRIC VEHICLE CHARGING STATION PROJECTS

This Reimbursement Agreement for Plug-In Electric Vehicle Charging Station Projects (this “**Agreement**”) is made and entered into as of this 21st day of December, 2016 (the “**Effective Date**”), by and between Duke Energy Carolinas, LLC (“**Duke Energy**”), and City of Goldsboro (“**Performing Party**”). Each of Duke Energy and Performing Party may be referred to herein as a “**Party**” and collectively as “**Parties**”.

RECITALS:

WHEREAS, as set forth in that certain Consent Decree entered into by Duke Energy on October 20, 2015 (the “**Consent Decree**”), Duke Energy is required to spend \$3,000,000 to implement environmental mitigation projects in the State of North Carolina designed to reduce air emissions from reduced vehicle emissions or reduced use of fossil-fueled electricity generation;

WHEREAS, of the aggregate amounts required to be spent pursuant to the Consent Decree, Duke Energy has allocated up to \$1,000,000 for the reimbursement of costs incurred by certain Duke Energy customers to purchase and install electric vehicle charging stations;

WHEREAS, this project is designed to provide direct financial support to Duke Energy customers (and, in certain instances, customers of those customers) that wish to install and own electric vehicle charging stations, including, without limitation, the charge ports associated therewith (collectively, the “**Charging Stations**”) and require assistance funding such purchase and installation;

WHEREAS, the Performing Party has expressed a desire to procure and install certain Charging Stations and has requested that Duke Energy reimburse the Performing Party for the costs it incurs to procure, construct and install such Charging Stations; and

WHEREAS, Duke Energy has agreed to reimburse the Performing Party for the costs it incurs to procure, construct and install the Charging Stations in the manner set forth herein;

NOW THEREFORE, in consideration of the recitals, the mutual promises and conditions set forth in this Agreement and other good and valuable consideration, Duke Energy and Performing Party agree as follows:

AGREEMENT

1. Project. The Performing Party covenants to Duke Energy that the Performing Party shall, in accordance with the terms and conditions set forth herein, (a) purchase and install all Charging Stations for each Project (as defined below) set forth on Exhibit A and (b) continue own, operate and maintain such Charging Stations after the purchase and installation thereof. The Performing Party shall be responsible for all ongoing costs of ownership associated with each Charging Station, including, but not limited to, associated energy, maintenance, repair and connectivity costs.

2. Project Descriptions and Requirements.

a. Project Descriptions. Exhibit A further describes each project to be completed by the Performing Party hereunder and specifically sets forth the general locations at which the Charging Stations are permitted to be installed, the aggregate number of charge ports to be installed at each such location, and the aggregate amount of funds reserved by Duke Energy for such project (collectively, a “**Project**”). Exhibit B contains a map detailing the approved locations for each Project. The Performing Party may only install the Charging Stations at an approved location and shall not change or modify the location of any Project (outside of the approved locations) or the aggregate number of charge ports to be installed at any Project without the prior written consent of Duke Energy.

b. Charging Station Requirements.

(i) All Charging Stations purchased by the Performing Party shall be new and unused and shall be owned by the Performing Party.

(ii) The Performing Party shall install proper signage at each Project location indicating that parking spaces at which any charge port is located are for “Plug-In Electrical Vehicle Use Only.”

(iii) The Charging Stations shall be either AC level 1 (provided cord set is hardwired), AC level 2, or DC Fast Charge and shall be installed at locations designed to support charging of plug-in electric vehicles while parked for several hours.

(iv) The location of each Project must be well-lit and safe, shall be in compliance with the Americans with Disabilities Act, and shall meet all requirements of Exhibit C.

(v) Each Project shall be located in an area reasonably accessible to the public and may not be located in a privately owned parking lot or in a Park N Ride lot.

3. Term. This Agreement will commence on the Effective Date and continue until the third (3rd) anniversary of the date the last Reimbursement is made hereunder or until otherwise terminated earlier pursuant to this Agreement. The Performing Party hereby acknowledges that all Projects must be completed in their entirety by no later than December 31, 2017 and that all Reimbursement Requests (as defined below), together with all required supporting information, must be received by no later than March 31, 2018. Any Reimbursement Request received after such date shall not be eligible for reimbursement hereunder without the prior consent of Duke Energy.

4. Award Amount. Subject to the terms and conditions set forth herein, Duke Energy will reimburse the Performing Party for the Eligible Costs (as defined herein) directly incurred by the Performing party to complete each Project; provided, however, that in no event shall the aggregate amount reimbursed by Duke Energy hereunder exceed the “Funds Reserved” amount contained in Exhibit A (such amount, the “**Maximum Reimbursement Amount**”). The payment made by Duke Energy to the Performing Party is sometimes referred to herein as the “**Reimbursement**.” The actual amount of the Reimbursement may be less than any component of the Maximum Reimbursement Amount.

5. Use of Funds. The Performing Party shall apply the Reimbursement solely and exclusively towards approved Eligible Costs.

6. Reimbursement Procedures. Subject to the terms and conditions of this Agreement, the Performing Party shall be reimbursed for work completed for each Project in the following manner.

a. Eligible Costs. The Reimbursement may be made to reimburse the Performing Party for Eligible Costs for each Project. For purposes of this Agreement, the term “**Eligible Costs**” shall mean only those costs associated with the procurement, construction, and installation of the Charging Stations, including, but not limited to, reasonable costs associated with placing the Charging Stations in service, including the charging station equipment, installation labor, related materials and supplies, permitting fees, and utility service extension costs, which costs the Performing Party has paid in full as evidenced by cancelled checks, payment confirmations or other similar documentation. For the avoidance of doubt, in no event shall any costs associated with network connectivity or data subscriptions be considered Eligible Costs hereunder and all such costs shall be deemed to be outside of the scope of this Agreement and not subject to reimbursement by Duke Energy. The Performing Party shall review all invoices and evidences of payment prior to requesting reimbursement from Duke Energy and shall ensure the accuracy thereof prior to providing such invoices and evidences of payment to Duke Energy. Duke Energy may reject the request for Reimbursement if it fails to demonstrate that all such costs are Eligible Costs or if it fails to conform to the requirements of this Agreement. The Reimbursement under this Agreement shall be payable only after Eligible Costs are approved by Duke Energy.

b. Reimbursement Request. Promptly, but no more than 90 days following completion of the purchase, installation, and commissioning of the Charging Infrastructure for any Project, the Performing Party shall submit to Duke Energy a reimbursement request with respect to all Eligible Costs incurred and paid by the Performing Party in connection with such Project (a “**Reimbursement Request**”). By submitting the Reimbursement Request, the Performing Party is certifying that the costs are accurate, eligible for reimbursement, have been paid in full by the Performing Party and are consistent with the terms and conditions of the Agreement. At the written request of Duke Energy, the Performing Party shall provide Duke Energy with such other information and materials as Duke Energy may reasonably require to substantiate the Performing Party’s right to the Reimbursement.

c. Payments. Subject in all respects to Section 6.d below, Duke Energy shall review and approve the Reimbursement as soon as practicable, but not later than forty-five (45) days after the complete Reimbursement Request has been received, provided that complete and accurate supporting documentation has been submitted to Duke Energy.

d. Maximum Reimbursement Amount. Under no circumstances shall the Reimbursement made by Duke Energy hereunder exceed any component of the Maximum Reimbursement Amount. All costs incurred by the Performing Party in excess of any component of the Maximum Reimbursement Amount shall not be subject to reimbursement hereunder.

7. Performing Party Obligations.

a. Licenses and Permits. The Performing Party hereby certifies that, prior to the commencement of any work for any Project, it has secured, and shall maintain and renew all permits, licenses, approvals and certifications required by any party, including, without limitation, any owner of such Project location or governmental or regulatory agency, for proper execution and completion of such work.

b. Compliance with Laws. The Performing Party shall comply, and shall cause all of its subcontractors to comply, with all applicable state, Federal and local laws relating to each Project and any of the work related thereto.

c. Audit Rights. Performing Party shall, for at least three (3) years after the completion of any Project, keep and maintain such records or accounts of the Performing Party as are necessary to verify and support any and all charges paid for with respect to such Project using the Reimbursement. This includes verification that any and all material, services, labor, and other expenses incurred for such Project have been paid. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available, on mutually agreeable dates and times, at the Performing Party's facility for verification, copying, audit and inspection by representatives of Duke Energy. Any such audit shall be at Duke Energy's expense and conducted during the Performing Party's normal working hours; provided, however, that the Performing Party shall provide reasonable assistance necessary to enable Duke Energy to conduct such audit and shall not be entitled to charge Duke Energy for any such assistance.

d. Optional Data Collection. From time to time, Duke Energy may contact the Performing Party to participate in Duke Energy's data collection on PEV charging practices in order to better understand the needs of electric vehicle drivers. The Performing Party may elect to participate in such collection process its sole discretion but shall not be required to do so.

8. Representations and Warranties. The Performing Party hereby represents and warrants to Duke Energy that:

a. it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation and is qualified to do business in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary;

b. it has all requisite legal power and authority to carry on its business and to execute this Agreement and to perform the terms, conditions and provisions hereof, as evidenced pursuant to N.C. Gen. Stat. 160A-11, etc.;

c. the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action;

d. this Agreement constitutes the legal, valid and binding obligation of it, enforceable in accordance with the terms hereof;

e. there is no action, suit, proceeding or order now pending or, to its knowledge, threatened against it before any government authority that could reasonably be expected to

materially and adversely affect the ability of the Performing Party to perform its obligations hereunder; and

f. it hereby ratifies, adopts, and agrees to all representations in the approved application and deliverables it has provided to Duke Energy during the proposal process and agrees to give prompt written notice to Duke Energy if there is any material change in these certifications or deliverables.

9. Performing Party Certifications.

a. The Performing Party has not otherwise committed to acquire or install associated electric vehicle charging stations (without project funding support) and is not using and shall not use any portion of the Reimbursement hereunder to satisfy any obligations that it may have under other applicable regulations or requirements of law.

b. The Performing Party is a retail or wholesale customer of Duke Energy or Duke Energy Progress, LLC (or is a customer of a wholesale customer of Duke Energy or Duke Energy Progress, LLC) and is located within the State of North Carolina.

10. Indemnification. To the maximum extent permitted by applicable law, the Performing Party shall indemnify, defend and hold harmless Duke Energy (including its parent, subsidiary and affiliate companies), its officers, employees, agents, and any other party with an ownership interest in the premises, from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards, whether or not covered by insurance, in any way related to or arising or claimed to have arisen in whole or in part from the acts or omissions of the Performing Party, its employees, volunteers, subcontractors, agents or assignees in its performance of, or failure to perform under, this Agreement. This indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement. Performing Party waives all rights of recovery, including for contribution, against Duke Energy and its directors, officers, employees, affiliates and subcontractors for any matters to which this Section may apply. The provisions of this Section 10 shall survive the termination of this Agreement.

11. Insurance.

a. Without limiting any obligations or liabilities of the Performing Party under this Agreement, the Performing Party shall provide and maintain, and shall require its subcontractors to provide and maintain, for the term of this Agreement, at its own expense, insurance coverages, to the extent applicable, in forms and amounts no less than the following: (i) Workers' Compensation specific to the applicable statutory requirements for the work to be performed; (ii) Employer's Liability Insurance of not less than \$1,000,000 each accident/employee/disease; (iii) Commercial General Liability Insurance having an available limit of at least \$1,000,000 per occurrence/\$2,000,000 in the aggregate for contractual liability, personal injury, bodily injury to or death of persons, and/or loss of use or damage to property; (iv) Commercial/Business Automobile Liability Insurance (including owned, non-owned or hired autos) having an available limit of at least \$1,000,000 each accident for bodily injury, death, property damage, with any fellow employee exclusion removed, and contractual liability; and (v) Umbrella/Excess Liability insurance with available limits of at least \$1,000,000 per occurrence and follow form of the underlying

Employer's Commercial General and Auto Liability insurance, and provide at least the same scope of coverages thereunder.

b. All insurance policies provided and maintained by the Performing Party and each subcontractor shall: (i) be underwritten by insurers which are rated A.M. Best "A- VII" or higher; (ii) specifically include Duke Energy and its directors, officers, employees, affiliates, and subcontractors as additional insureds, with respect to Performing Party's or its subcontractors' acts, omissions, services, products or operations, whether in whole or in part, excluding, however, for Worker's Compensation/Employer's Liability and E&O; (iii) be endorsed to provide, where permitted by law, waiver of any rights of subrogation against Duke Energy and its directors, officers, employees, affiliates and subcontractors; (iv) provide that such policies and additional insured provisions are primary with respect to the acts, omissions, services, products or operations of Performing Party or its subcontractors, whether in whole or in part, and without right of contribution from any other insurance, self-insurance or coverage available to Duke Energy and its affiliates; and (v) contain a standard cross liability clause and separation of insured and severability of interest provisions except with respect to the limits of the insurer's liability. Evidence of such coverage shall be provided via Performing Party's certificate of insurance furnished to Duke Energy prior to the start of any work, upon any policy replacement or renewal and upon Duke Energy's request. All insurance policies shall provide that the insurer will provide at least thirty (30) days' written notice to the Performing Party, who in turn shall provide at least thirty (30) days' written notice to Duke Energy prior to cancellation or non-renewal of any policy (or ten (10) days' notice in the case of non-payment of premium). Performing Party's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of Performing Party's liability or otherwise affect Performing Party's indemnification obligations pursuant to this Agreement.

12. Default and Termination.

a. If Duke Energy determines, in its sole discretion, that the Performing Party has failed to comply with any term or condition in this Agreement, Duke Energy may terminate this Agreement immediately upon written notice by Duke Energy to the Performing Party. If this Agreement is so terminated, the Performing Party shall be liable to repay to Duke Energy all of the Reimbursements distributed to it under this Agreement.

b. If notified by Duke Energy in writing that it is in violation of any of the terms, conditions or provisions of this Agreement, and a default has occurred, and Duke Energy elects not to terminate the Agreement immediately pursuant to Section 12.a above, the Performing Party shall have thirty (30) days from the date of such notification to remedy the default or, if Duke Energy believes the remedy will take in excess of thirty days to complete, the Performing Party shall have thirty days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Performing Party to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in Duke Energy at its discretion, declining to make any further payments to the Performing Party, or in the termination of this Agreement by Duke Energy. If this Agreement is terminated, the Performing Party shall be liable to repay to Duke Energy all of the Reimbursements made to it under this Agreement.

c. If Performing Party becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors; commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally, Duke Energy may terminate this Agreement immediately upon written notice by Duke Energy to the Performing Party.

d. Upon receipt of notice of termination from Duke Energy, the Performing Party shall immediately stop work on the terminated portion of the Agreement unless otherwise directed by Duke Energy. If so requested by Duke Energy, the Performing Party shall provide to Duke Energy a report with supporting information describing the status of any Project as of the date of such termination.

e. No remedy herein conferred upon or reserved by Duke Energy is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to Duke Energy upon any default by the Performing Party shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by Duke Energy.

13. Miscellaneous.

a. Assignability. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by the Performing party without the prior written consent of Duke Energy, and any attempt to do so shall be null, void and ineffective.

b. Governing Law. The laws of the State of North Carolina shall govern this Agreement, except that the North Carolina conflict of law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

c. Disputes. The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, “**Disputes**”) promptly by negotiation between executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A Party may give the other Party written notice of a Dispute which has not been resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party’s initial notice, then either Party may initiate litigation. Venue for any such action shall lie exclusively in the appropriate state or federal courts in and for the State of North Carolina. Performing Party and Duke Energy agree to relinquish and waive their rights to a trial by jury in any action brought hereunder.

d. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, address to the parties as follows:

If to Duke Energy:

Duke Energy Carolinas, LLC
400 S. Tryon Street
14th Floor
Charlotte, NC 28202
Attn: Stacy Phillips
Email: stacy.phillips@duke-energy.com

With a copy to: (which will not constitute as notice)

Duke Energy Carolinas, LLC
550 S. Tryon Street
45th Floor
Charlotte, NC 28202
Attn: Andre Rose, Deputy General Counsel
Email: andre.rose@duke-energy.com

If to the Performing Party:

City of Goldsboro
200 North Center Street
Goldsboro, NC 27530
Attn: Jennifer Collins, Assistant Planning Director
Email: jcollins@goldsboronc.gov

Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused. Any changes in the names or addresses set out in this Section 13.d, shall be through written notice in conformity with the requirements set forth herein.

e. Section Headings. The headings of the several sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

f. Entire Agreement. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties. No claim of waiver, modification, consent or acquiescence with respect to any of the provisions of this Agreement shall be made against either party, except on the basis of a written instrument executed by and on behalf of such parties. The parties acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.

g. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of

this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

h. Other Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, any rights, remedy or claim under or in respect to this Agreement or any provision thereof.

i. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

j. Survival. All of the warranties, covenants and representations of Performing Party, including, but not limited to Section 8, shall survive the termination of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

City of Goldsboro

By: _____
Name: _____
Title: _____

Duke Energy Carolinas, LLC

By: _____
Name: Melisa Johns _____
Title: Vice President- Business and Product
Development, Distributed Energy Technology

Exhibit A

Project Descriptions

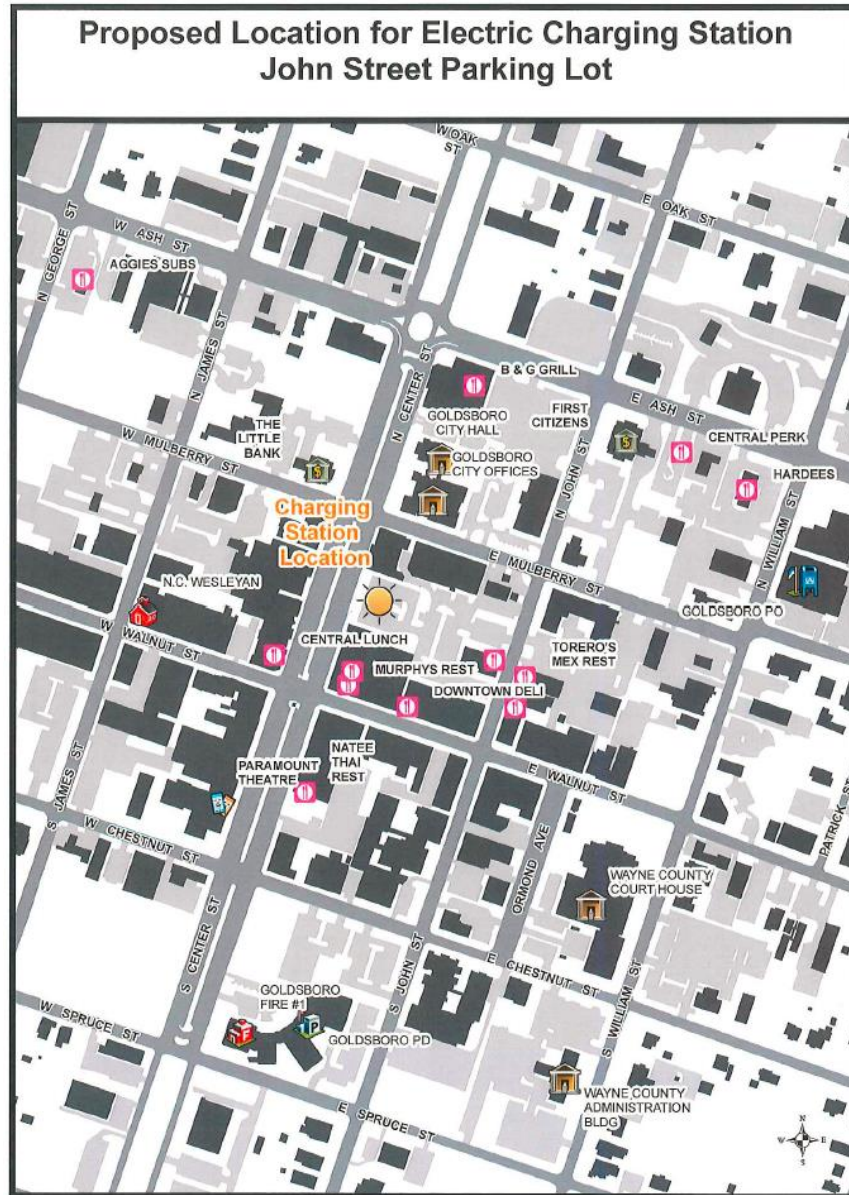
Locations Approved by Duke Energy for Installation of Ports: Convention Center, Community College, and John St Parking Garage.

Quantity of Ports Awarded: 2

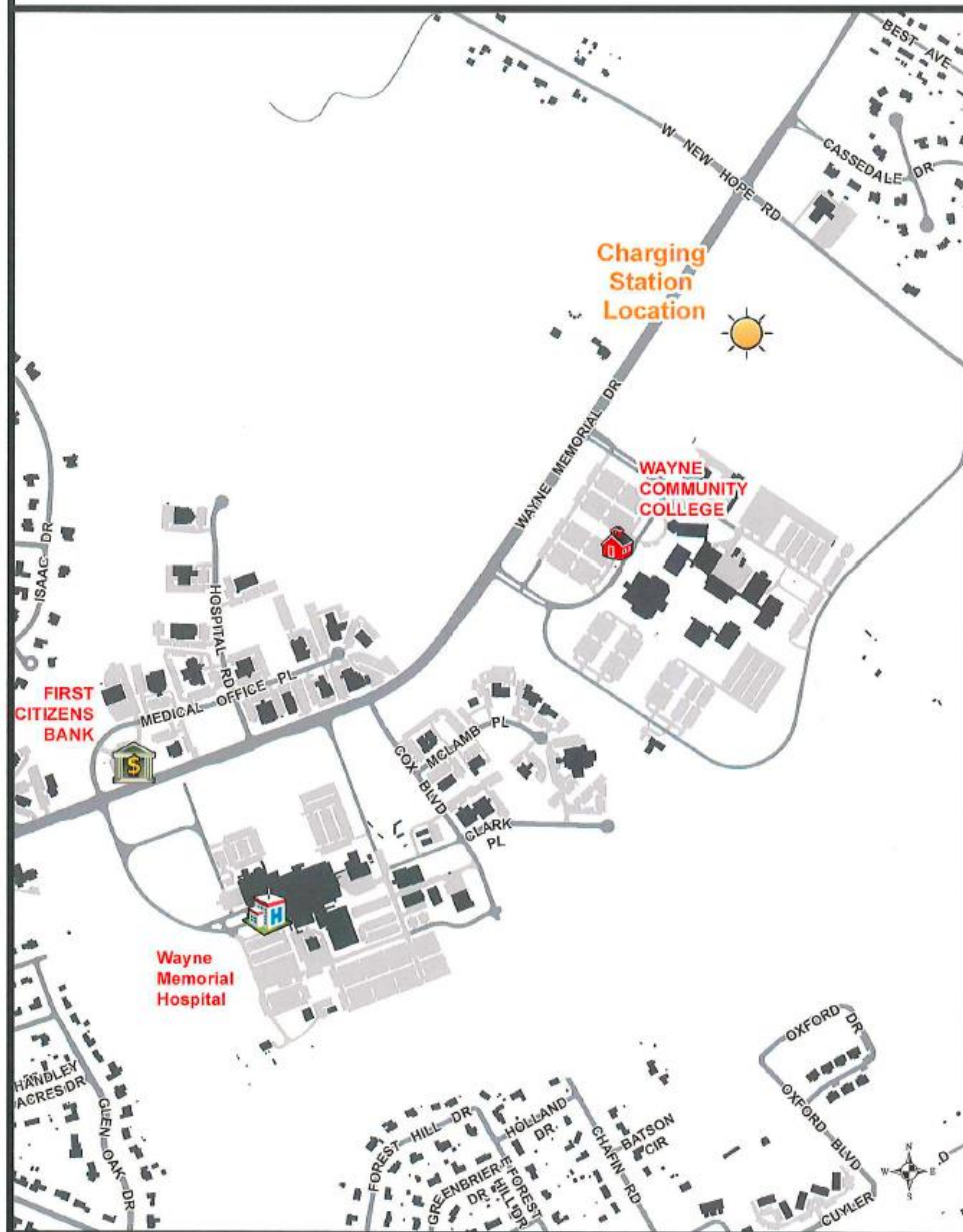
Funds Reserved: \$10,000

Exhibit B

Project Location Maps



Proposed Location for Electric Charging Station Convention Center



Proposed Location for Electric Charging Station Community College

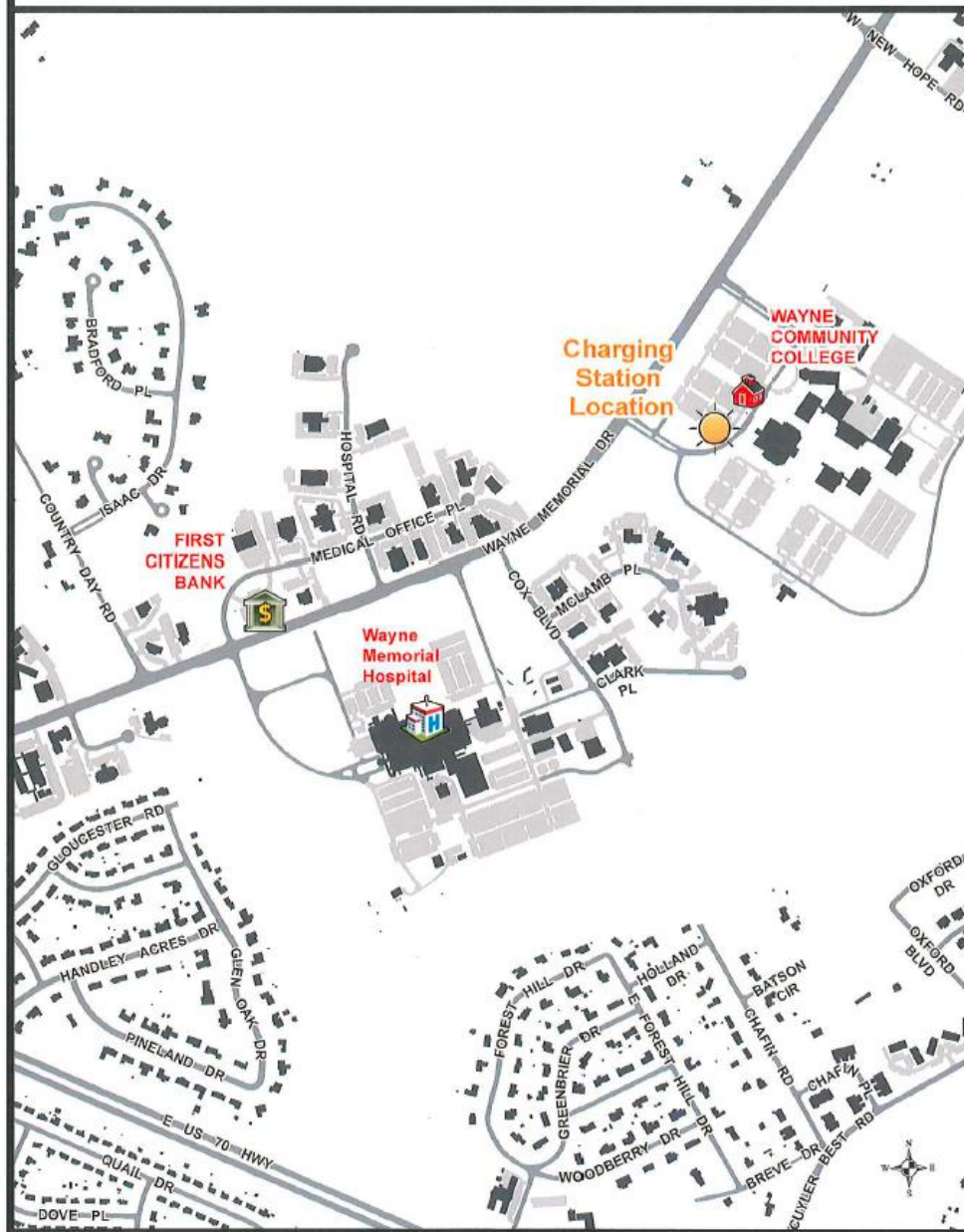


Exhibit C

Accessibility Requirements

(See Attached)



ACCESSIBILITY

for Public Charging Stations

Governing Standards

As municipalities and businesses install publicly available plug-in electric vehicle (PEV) charging stations, an important design requirement is to ensure accessibility for disabled users. In the United States, the accessibility of public facilities is mandated by the Americans with Disabilities Act (ADA) and is generally governed by three standards:

- The International Building Code (IBC);
- The American National Standards Institute's (ANSI) Standard A117.1 "Accessible and Usable Buildings and Facilities;" and
- The U.S. Department of Justice (DOJ) 2010 ADA Standards for Accessible Design.

ADA Guidance in North Carolina

Conversations with North Carolina city and county officials, as well as with accessibility code consultants at the North Carolina Department of Insurance (NC DOI), which is responsible for interpretation of North Carolina's building and related codes, have assisted in the development of the following guidelines. This is the best known guidance at this time for local officials and property owners who are preparing to install charging stations.

Public and private entities intending to install charging stations for public use have one major challenge: governing codes and standards do not yet specifically address PEV charging stations.

Some generic accessibility requirements for public infrastructure or services are easily assessed (for example, reach ranges for operable controls). However, the most common type of public charging is currently provided by adding charging hardware to an existing parking space. In many cases these new charging spaces are restricted for use by PEV owners. As a result, the primary purpose of the space



becomes fueling instead of parking. This can create confusion as to which accessibility requirements should apply and how they should be interpreted. While several requirements are simply undefined at this time, there are existing accessibility requirements for parking facilities that can be used as a guide.

Applicable Codes

The codes and standards governing accessibility at a given facility can vary depending on which codes have been adopted by the applicable state or local jurisdiction and by the type of facility. Title II facilities are state or local government facilities, and Title III facilities are public accommodations and commercial facilities.

In North Carolina, the local Authority Having Jurisdiction (AHJ) is responsible for enforcement of the applicable requirements¹:

- Title II and Title III facilities shall both comply with the 2012 ADA Standards² and the 2012 NC Building Code³, Chapter 11, which references the 2009 ANSI A117.1 Standard.

¹ NC Department of Insurance Access Update Newsletter, Vol. 3 Issue 2, August 2012

² Note that enforcement of the ADA Standards will be by the US DOJ

³ The 2012 NC Building Code is the 2009 International Building Code with NC amendments



Anticipating Code Updates

Site owners must keep in mind that the accessibility code does not function in the same manner as most other codes with regard to updates. Construction that pre-dates a building code revision is typically “grandfathered” in compliance with the code that was in effect at the time of construction. Instead, as the accessibility code is updated, facilities are generally required to upgrade to the current standard. It may be more cost effective to proactively provide accessible charging stations to reduce legal liability, and because future retrofits could cost significantly more than enhanced construction in the present.

The requirements and recommendations described herein are provided as guidance only – official compliance for any electric vehicle

The requirements and recommendations described herein are provided as guidance only – official compliance for any electric vehicle charging station is subject to the code enforcement of the local AHJ, which may be supported by a formal interpretation from the NC DOI. Where available, specific code references are provided.

Charging station installations may also be governed by regulations found in a local zoning ordinance or unified development ordinance.

Site Design

Electric vehicle charging hardware is technically referred to as “electric vehicle supply equipment,” or EVSE. For simplicity this document refers to parking spaces served by EVSE as “charging spaces,” and uses “charging hardware” to refer specifically to the EVSE and not to the charging space as a whole.

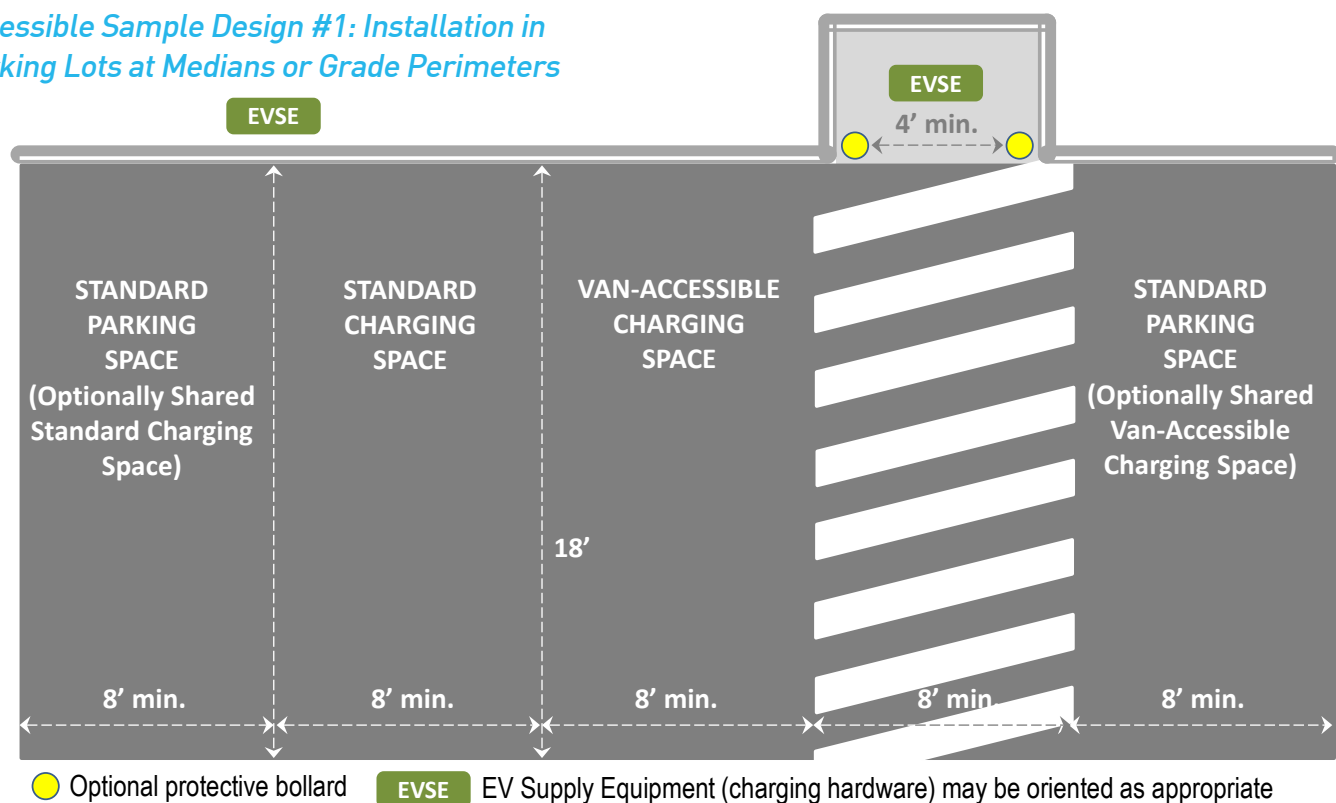
Number of Accessible Charging Spaces

On a given site the NC DOI views a contiguous group of charging spaces as a distinct parking facility, as described in NC Building Code (NCBC) 1106.1. Although there are no explicit requirements at this time for the number of charging spaces that must be accessible, it is recommended to follow the requirements for standard and van-accessible parking spaces presented in NCBC Table 1106.1 and Section 1106.5 (see Table 1).

Table 1.

Total Charging Spaces	Total Accessible Charging Spaces	Van-Accessible Charging Spaces
1-25	1	1
26-50	2	1
51-75	3	1
76-100	4	1
101-150	5	1
151-200	6	1
201-300	7	2

Accessible Sample Design #1: Installation in Parking Lots at Medians or Grade Perimeters



The first charging space that is installed should be sized for van-accessibility. A second accessible charging space is recommended when the 26th charging space is installed, and that second accessible charging space should be sized as a standard (non-van) accessible space. At least one space should be sized for van-accessibility out of every six accessible charging spaces that are present (1:6).

In some designs, a facility owner may install charging hardware such that it can be shared by a standard charging space and an accessible charging space. Such installations may be interpreted as satisfying the requirement for accessible charging spaces.

In multi-level parking structures, all charging spaces may be allowed to be located on one level. In parking facilities for buildings with multiple accessible entrances, charging spaces are not required to be dispersed. However, if charging spaces are provided in multiple locations for buildings with multiple accessible entrances, then accessible charging spaces must be provided at each location.

There is an exception to NCBC 1106.1 for certain types of fleet vehicle and motor pool parking facilities where lots accessed by the public are provided with an accessible passenger loading zone. Accessible passenger loading zones are addressed in NCBC 1106.7 and ANSI 503, where the basic requirements include a pull-up space that is a minimum eight feet wide by 20 feet long with an adjacent access aisle that is a minimum five feet wide by 20 feet long, marked so as to discourage parking in the aisle.

Layout of Accessible Charging Spaces

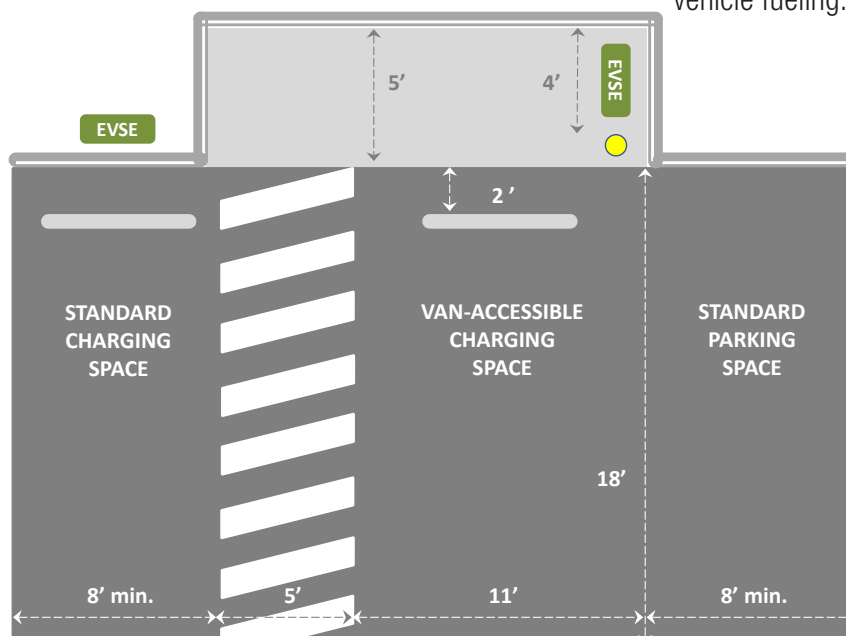
Layout and dimensions of accessible parking spaces are defined in ANSI 502. Accessible charging spaces should follow the same guidelines, namely that the first charging space, sized for van-accessibility, be a minimum 11 feet wide with an adjacent access aisle that is a minimum five feet wide. Alternately, the van-accessible parking space may be eight feet wide if the adjacent access aisle is at least eight feet wide, but the standard 11 foot width is preferred to provide more flexibility to the driver for positioning of the vehicle.

Any standard (non-van) accessible stalls must be a minimum eight feet wide with an adjacent access aisle that is at least five feet wide. In both cases, the minimum length of the parking spaces should be 18 feet. Note that local ordinances may require a longer space.

Accessible Routes

While the primary purpose of a charging space is vehicle fueling, it is also reasonable to expect that drivers may want to use a particular charging station due to its association with a specific building on a site. NCBC 1104.2 requires that at least one accessible route connect accessible buildings and other accessible elements or spaces that are on the same site.

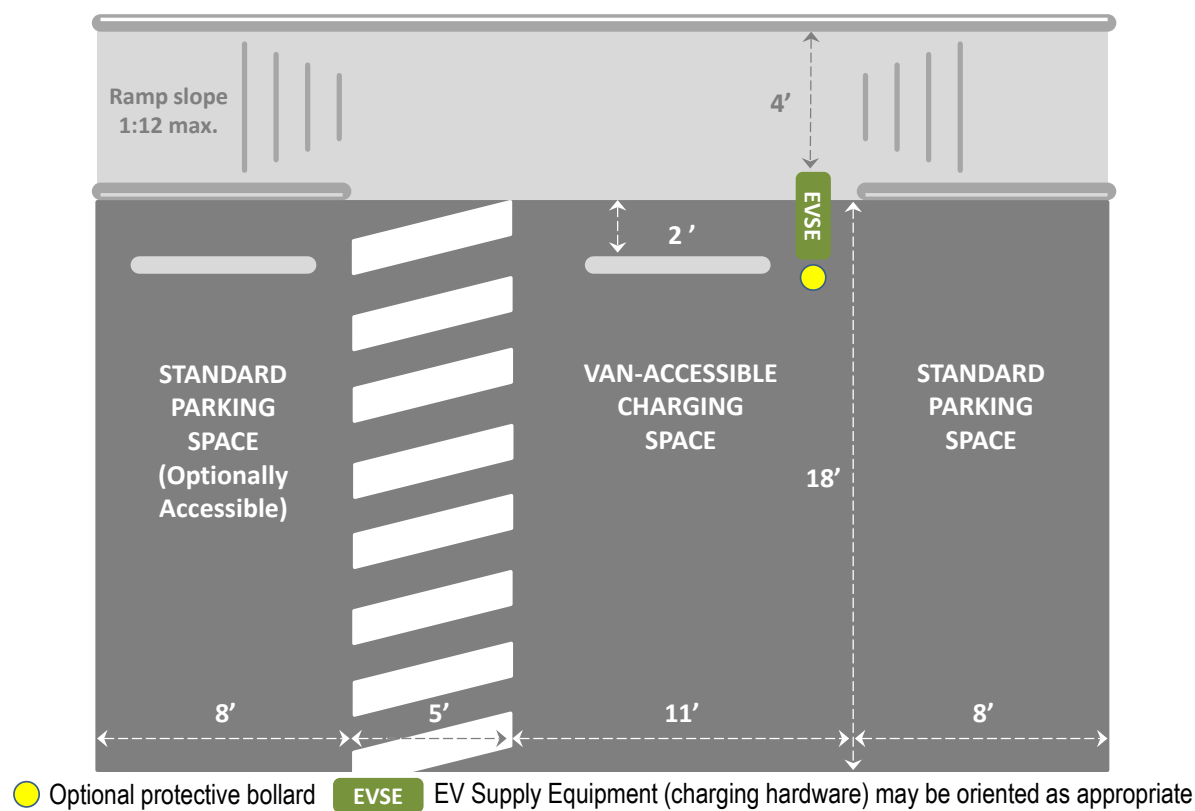
While accessible parking spaces must be on the shortest accessible route to the associated building entrance, accessible charging spaces may be on a longer route, because the primary purpose of the charging space is vehicle fueling.



Accessible Sample Design #2: Installation in Parking Lots at Medians or Grade Perimeters

Optional protective bollard EVSE EV Supply Equipment (charging hardware) may be oriented as appropriate

Accessible Sample Design #3: Installation in Parking Lots at Sidewalk Boundaries



Note that NCBC 1104 requires an accessible route to be a fixed, firm, non-slip path of travel that is a minimum 48" wide, which exceeds the requirement in ANSI 403.5 for a 36" minimum width. Other key requirements for accessible routes include:

- A maximum running slope of 1:20 and maximum cross slope of 1:48, specified in ANSI 403.3.
- Any ramps or curb ramps present on an accessible route must comply with ANSI 405 and 406, respectively.

The addition of charging spaces to an existing parking facility will generally be interpreted as new construction, not an alteration. As a result, exceptions to the requirement for an accessible route due to disproportionality of costs are unlikely to be available unless they result from interpretation by the AHJ and/or NC DOI.

Parking facilities not associated with a specific building must provide an accessible route from the accessible charging space to an accessible pedestrian entrance to the parking facility per NCBC 1104.2.

While any requirement for an accessible route from an accessible charging space to an associated building may be subject to interpretation, it is clear that there must be an accessible route between the charging space and the charging hardware. The goal: ensure that once a PEV is maneuvered into the space, the driver can connect the charging cord to the vehicle charging inlet. It is acceptable for the driver to place the charging cord in or along that accessible route for the duration of the charging process.

However, charging stations should be positioned in such a manner that their cords WILL NOT block any sidewalk or obstruct any other accessible route while the cord is connected to a vehicle. It is possible that designs may be required to prevent or restrict such an impediment, especially if the accessible route (or access aisle, if applicable) serves a function or pathway beyond access to the charging hardware itself, e.g. complementary access to a building entrance or to a public way.

Availability for Use

It is not recommended to mark accessible charging spaces for the use of only disabled-marked vehicles because:

- The primary purpose of charging spaces is vehicle fueling; and
- The installation of accessible charging spaces does not reduce the number of required accessible parking spaces at the same site.

This model is similar to the provision of accessible hotel rooms governed by NCBC 1107.6, where accommodation is available for, but not limited to, use by disabled patrons. Charging station owners may choose to install signage that indicates “accessible priority” at accessible charging spaces, guiding non-disabled users to park in any available standard charging space before using an accessible charging space. Should the owner decide to mark accessible charging stalls for the use of disabled-marked vehicles only, NCBC 1110 and ANSI 502.7 define the related requirements.

Charging station owners may or may not choose to restrict the use of charging spaces to specific types of vehicles (e.g. PEVs only). Municipal station owners may establish ordinances defining the legal use of public charging spaces as well as the potential penalties for improper use, and commercial owners may define similar policies that are enforced at their discretion.

Finally, a site owner may choose to install charging hardware at a marked-accessible parking space, or to install charging hardware such that it can be shared between a marked-accessible parking space and another charging space. In such cases, the primary purpose of the marked space would remain the parking of disabled-marked vehicles. Such installations may be interpreted as satisfying the requirement for accessible charging spaces. In such cases, the NC DOI recommends that signage be provided to clarify that charging is not required in order to use the space. For example, “Accessible Parking. EV Charging is an Accessory Use” Or “EV Charging Optional.”

Charging Station Installation

Mounting Surface

The charging hardware may be mounted on a pedestal or attached to a pole, a wall or another vertical surface. Regardless of mounting style, the base should be at the same elevation as the parking surface, i.e. at street level. This significantly improves the ability to establish an accessible route from the hardware to the vehicle.

Consider alternatives for the orientation of the charging hardware. Depending on the charging space layout, the location of the access aisle and the associated accessible route, achieving accessibility may be more feasible by orienting the charging hardware at 45, 90 or 180 degrees to the charging space.

Operational Standards

Fuel dispensers are required to comply with ANSI 309 “Operable Parts” which includes three key elements:

1. Charging hardware must be installed with a clear floor space as defined in ANSI 305. A frontal approach on an accessible route will satisfy the typical clear floor space requirement (30” wide and 48” long), but the dimensions will vary if the approach is from the side (parallel), if the hardware is in an alcove, or if there are surrounding obstructions.
2. Operable parts must comply with the reach ranges specified in ANSI 308. The default unobstructed range of 15” minimum to 48” maximum applies to the charging connector at the end of the cord as well as to other operable controls on the charging hardware. Note that the 2011 National Electrical Code (NEC) Section 625 “Electric Vehicle Supply Equipment” requires minimum connector heights of 18” for indoor installations and 24” for outdoor installations, so compliance with the NEC should satisfy the minimum reach requirement for accessibility. The NEC maximum allowed height for the connector is also 48”. When hardware controls include the use of a display screen it is recommended

that owners assess the visibility of the display from a wheelchair seated position. ANSI 707.7 addresses display screens for Automatic Teller Machines and Fare Machines by requiring that the screen be visible from a point located 40" above the center of the clear floor space in front of the machine. That specification could be used as a model for assessing display screens on charging hardware if desired.

3. Gas pump nozzles are explicitly exempted from the maximum activating force requirement. This exemption may be interpreted to apply to electric charging connectors as well. This will likely only be a concern for high-power charging equipment.

Note that ANSI 707 "Automatic Teller Machines (ATMs) and Fare Machines) may apply to charging stations if they incorporate hardware and controls for assessing fees for the use of the charging space.

Protection

Curbs, bollards and wheel stops may be used to protect the charging hardware and/or delineate an accessible route. However, any of these protection devices may also obstruct access, introduce a trip hazard or make it more difficult to establish an accessible route from the charging space to the charging hardware.

It is recommended to simply install the minimum protection required.

Examples

Accessible Parking at a Public Library



Figure 1. Accessible public charging station at the Durham County Main Library, Durham, NC.

Several key design features are visible in Figure 1, which is a photograph of public charging stations at a county library:

- Provision of a van-accessible charging space (eight foot wide space with adjacent access aisle greater than eight feet wide)
- Provision of an accessible route from the parking space to the charging hardware that is greater than 48" in width
- Mounting of the charging hardware at street level and set back from the original curb line
- Mounting of the charging hardware such that it is not in the direct line of vehicle travel to reduce the need for protection by bollards
- Installation of bollards no closer than four feet to each other to avoid obstructing the accessible route
- Connection to an accessible route, from the charging space to the nearest entrance of the library, which is approximately 50 feet longer than the route from the farthest existing ADA-marked parking space at the site

Wheel stops were placed four feet from the curb to indicate an accessible route to the front of a parked vehicle. In retrospect, these wheel stops may be unnecessary, with omission providing drivers greater flexibility for vehicle positioning.

Accessible Parking at a Human Services Facility



Figure 2. Charging stations at the Durham County Human Services Complex, Durham, NC

Figure 2 shows the side view across charging spaces at a county human services facility. This installation uses the same design shown in Sample Design #1. While wheel stops can preserve an accessible route at the front of the charging space, note that omitting them gives drivers more flexibility in the ideal positioning of their vehicle.

Over-Protection Should be Avoided



Figure 3. Over-protection can hinder accessibility of charging stations.

Figure 3 shows charging hardware that has been installed with a two foot curb extension, protective bollards and wheel stops. Despite the adjoining access aisle and the sidewalk's generous width of nearly six feet, this charging hardware may not be deemed accessible due to the protective elements creating obstruction to the space. Furthermore, the space length has been reduced to less than 13 feet from the wheel stop to the end of the stripe, which may only accommodate compact vehicles.

On-Street Accessible Parking is Challenging



Figure 4. On-street van-accessible parking requires lots of adjacent space.

Figure 4 shows an example of van-accessible on-street parking. This space does not include PEV charging at this time, and would likely require additional curb removal at the front of the space to accommodate access to the charging hardware. Figure 4 illustrates the large amount of adjacent space required for an access aisle in this configuration. Typical adjoining sidewalks on existing streets may not be wide enough to accommodate this type of installation.



References

The national accessibility standards may be found online in several formats:

- [ANSI Standard A117.1-2009 “Accessible and Usable Buildings and Facilities”](#)
 - Viewable online (with no fee) at: http://publiccodes.cyberregs.com/icc/ansi/2009/a117p1/icc_ansi_2009_a117p1_cover.htm?bu=IC-P-2009-000025
 - Available for purchase in pdf, CD-ROM or soft cover format at: <http://www.iccsafe.org/Store/Pages/Product.aspx?id=9033S09>
- [DOJ 2010 ADA Standards for Accessible Design](#)
 - Available for download in pdf or html formats, along with companion guidance manual, at: http://www.ada.gov/2010ADASTandards_index.htm

Advanced Energy performed a national survey of EVSE-related accessibility guidelines and regulations as part of the research and discussion to establish requirements and recommendations for North Carolina. Two references stand out as key sources of information for any entity intending to address accessibility:

- [“EV Project: Accessibility at Public EV Charging Locations”](#)
 - Available at [http://www.theevproject.com/downloads/documents/EV Project - Accessibility at Public EV Charging Locations \(97\).pdf](http://www.theevproject.com/downloads/documents/EV%20Project%20-%20Accessibility%20at%20Public%20EV%20Charging%20Locations%20(97).pdf)
- [“Electric Vehicle Infrastructure: A Guide for Local Governments in Washington State”](#)
 - Available at <http://www.psrc.org/transportation/ev/model/guidance>



Acknowledgements

This document was made possible by the generous provision of advice and information from representatives of:

- The City of Raleigh, N.C.
- The Inspections Department and Sustainability Office of the City and County of Durham, N.C.,
- The N.C. Department of Insurance.



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CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Center/Holly Street Water Tank Spire Sectionals Removal

BACKGROUND: The Center/Holly Street water tank is undergoing a structural evaluation consisting of conducting ultrasonic thickness measurements on the tank support structure to measure existing metal thickness and metal loss. The removal of the spire sections is required to determine complete repairs needed.

DISCUSSION: Staff solicited informal bids from Hine Sitework, Inc., Barnhill Contracting, Daniels & Daniels Construction and T.A. Loving Company. T.A. Loving Company was the only company to respond and submit a proposal for the work required to remove the spire sectionals.

The fee submitted by T. A. Loving Company to complete the proposed scope of services is \$49,950 and will include:

- Removal of section one (1-the top section) and section two (2-the middle section) of the spire on top of the tank. These sections will be individually lowered to the ground and remain intact as they are originally mounted on top of the tank.
- Section three (3) of the spire is considered the base section. This section will be inspected and if no access hole is in this section of the spire, T. A. Loving Company will cut an access hole that measures 24 x 24 inches squared. If the access hole is made in the top of the third section, the cut out plate will also be lowered to the ground and stored for City staff's discretion.

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in FY16/17 water tank funds.

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached resolution authorizing the City Manager to execute a construction agreement with T. A. Loving Company in the amount of \$49,950 for Center/Holly Street water tank spire sectionals removal.

Date: 11 Jan 17



Guy M. Anderson, P. E., City Engineer

Date: _____

Scott A. Stevens, City Manager

RESOLUTION NO. 2017 –

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONSTRUCTION AGREEMENT FOR CENTER/HOLLY STREET TANK SPIRE REMOVAL

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to undertake repair work for Center/Holly Street Water Tank; and

WHEREAS, T. A. Loving Company submitted a proposal for spire sectionals removal in the amount of \$49,950; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept the proposal and award the contract to T. A. Loving Company in the amount of \$49,950;

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

1. The City Manager is hereby authorized and directed to execute a construction agreement with T. A. Loving Company in the amount of \$49,950 for Center/Holly Street spire sectionals removal.

2. This resolution shall be in full force and effect from and after this _____ day of _____, 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Schematic design selection-Herman Park Recreation Center

BACKGROUND: The Parks and Recreation Department and Recreation Advisory Commission unanimously recommends the selection of Scheme B.3 with a three (3)-gym alternative over B.2, as prepared by HH Architecture.

With adoption of Scheme B.3, Director Scott Barnard would authorize HH to complete the already awarded contract which includes the following deliverables:

Basic Scope for Advanced Planning Part B

*A. Using the initial floorplan layout determined in Part A of Advanced Planning, Part B will include the following: i. Site design scope will be very limited. Scope will only update and revise the current Herman Park Master Plan to reflect the new building and parking layout in the corner of the lot (corner of East Ash Street and North Herman Street).
ii. An evaluation of the proposed mechanical, electrical, and plumbing (MEP) building systems and the basic impact of their space needs. MEP scope will be limited to include a written narrative.
iii. Structural scope is limited to input and general feasibility of structural system solutions.*

*B. Deliverables will include: i. Updated Herman Park Master Plan (corner of East Ash Street and North Herman Street)
ii. A written preliminary design narrative for the building and its systems
iii. A presentation to City Council (attendance by Architect only)
iv. Estimate of probable construction cost at a conceptual level (cost per SF)
v. One (1) exterior three-dimensional view*

Completion of the above will take the Herman Park Center Project up to the limits allowed by state law prior to authorizing design build or a traditional bid-build.

RECOMMENDATION: Adopt the Recreation Advisory Committee's recommendation of the Scheme B.3 and Parks and Recreation Departments continuation of the design process.

Date: _____

Director of Parks and Recreation

Date: _____

City Manager



520 S. HARRINGTON STREET RALEIGH, NORTH CAROLINA 27601
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM



Herman Park Recreation Center

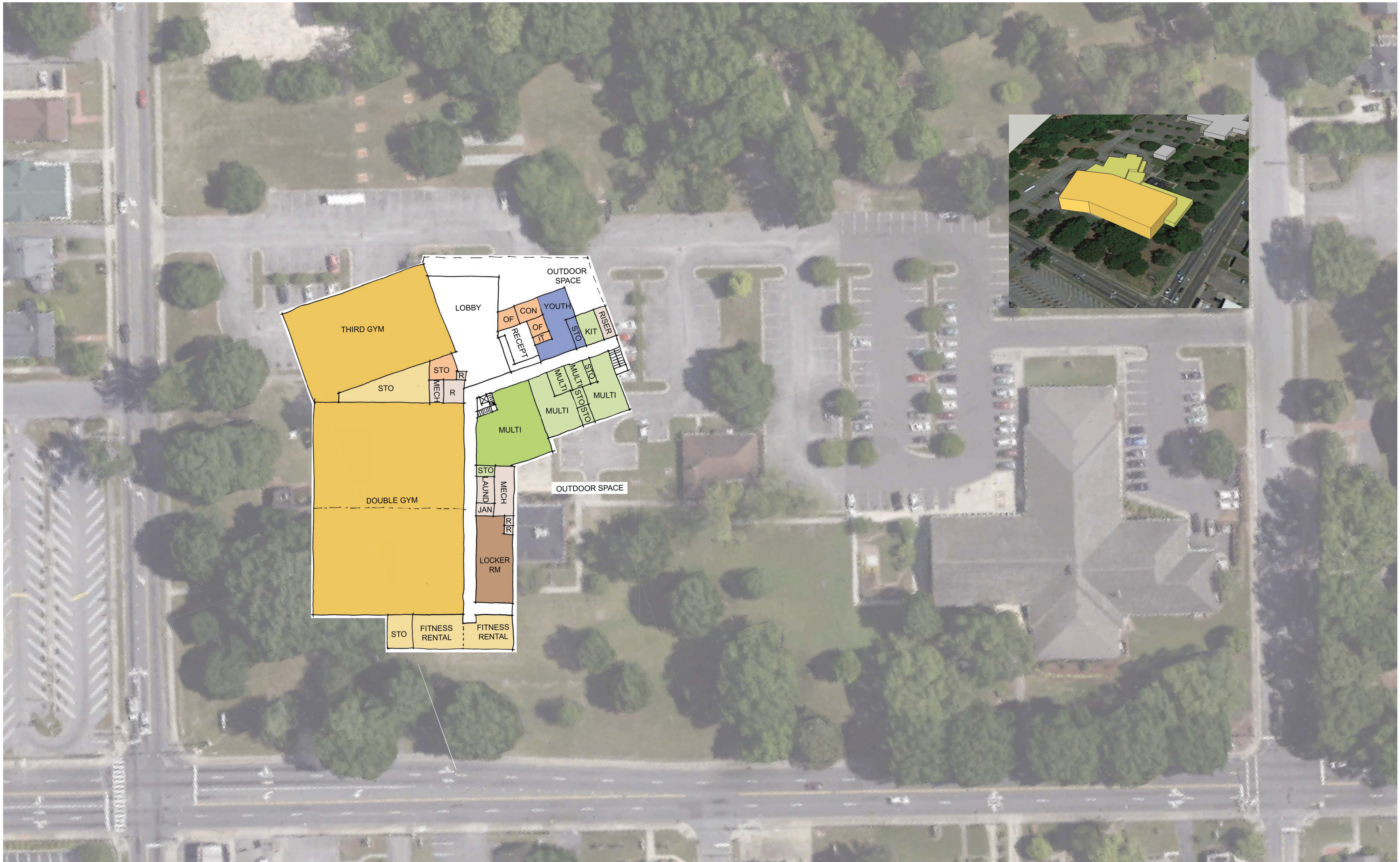
Building Program Summary (Revised from RAC Meeting on 09-13-2016)

Room / Space	Required Number of Rooms	Required SF Per Room	Total Area per Program	Notes/Comments/Questions
Gymnasium				
Double Gym (with walking track)	1	20,000	20,000	Includes 10' walking track, curtain, maple flooring, divider
Third Gym	1	9,000	9,000	
Equipment Storage	3	500	1,500	
Fitness				
Fitness Equipment Room	1	3,000	3,000	Adjacent to lobby, sports floor
Rental Fitness Rooms	2	1,000	2,000	Possibly (1) large room with partitions, mirrors, bar
Fitness Storage	1	300	300	
Youth Spaces				
Youth Rooms/Game	1	900	900	
Storage	1	200	200	
Adult Spaces				
Adult Room/Game	1	900	900	
Storage	1	200	200	
Special Populations	1	900	900	All ages
Special Populations Storage	1	200	200	
Locker Rooms				
Locker Room	2	1,300	2,600	Includes showers
Adult Restroom	1	600	600	
Family Restroom	1	50	50	
Outdoor Entry Restrooms	2	50	100	Single occupancy
Janitor	1	150	150	
Laundry	1	300	300	(2) commercial washers & (2) commercial dryers

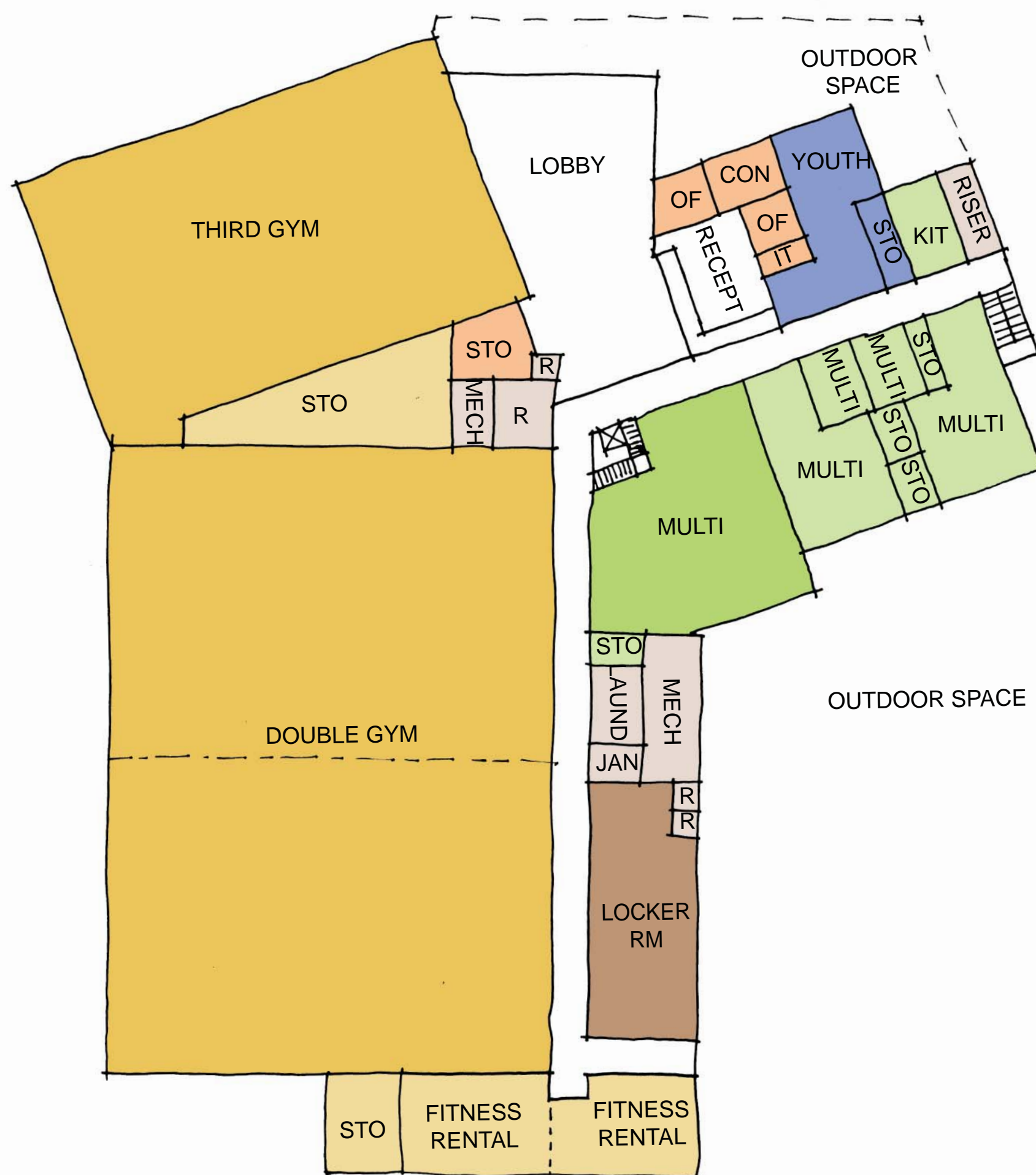
Multipurpose Classroom / Rentals					
Large Multipurpose Rental Room	1		3,000	3,000	200 people seated at tables and chairs, high ceilings, mondo floor
Medium Multipurpose Rental Room	2		1,200	2,400	75 people seated at tables and chairs, no divider
Small Multipurpose Rental Room	1		600	600	15 people seated at tables and chairs, with divider
Storage	4		150	600	One storage room per rental room
Kitchen	1		300	300	Adjacent to rental space
Art Room					
Art Studio	1		1,000	1,000	
Kiln Room	1		150	150	
Storage	1		100	100	
Administrative Spaces					
Offices	3		200	600	One office adjacent to Special Pops
Small Conference Room	1		300	300	
Storage	2		100	200	
IT/Server	1		100	100	
Lobby					
Lobby/ Reception/ Vestibule	1		3,500	3,500	
Support Spaces					
Circulation/Mechanical/Electrical (12%)				6,690	
Total SF				62,440	

Exterior Programs					
Grilling patios for rentals					Adjacent to multipurpose/rental rooms
Picnic Shelters					
Outdoor Bouldering Wall					
Basketball Courts					
3-Wall Racquetball Courts					
Outdoor fitness equipment					
Bocce ball, shuffle board, cornhole, horseshoes					Infront of Senior House

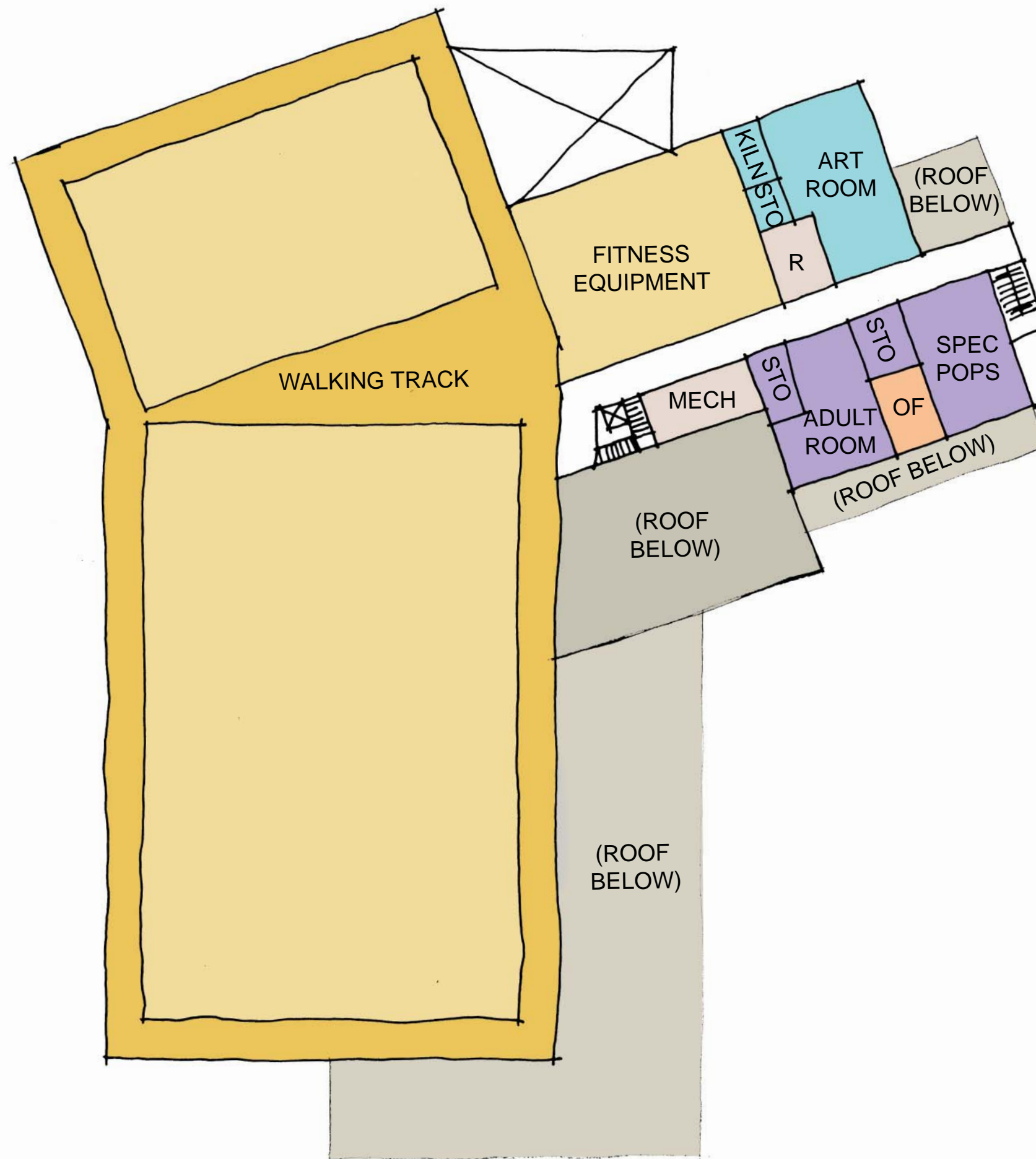
Notes					
Separate wings for core user groups					



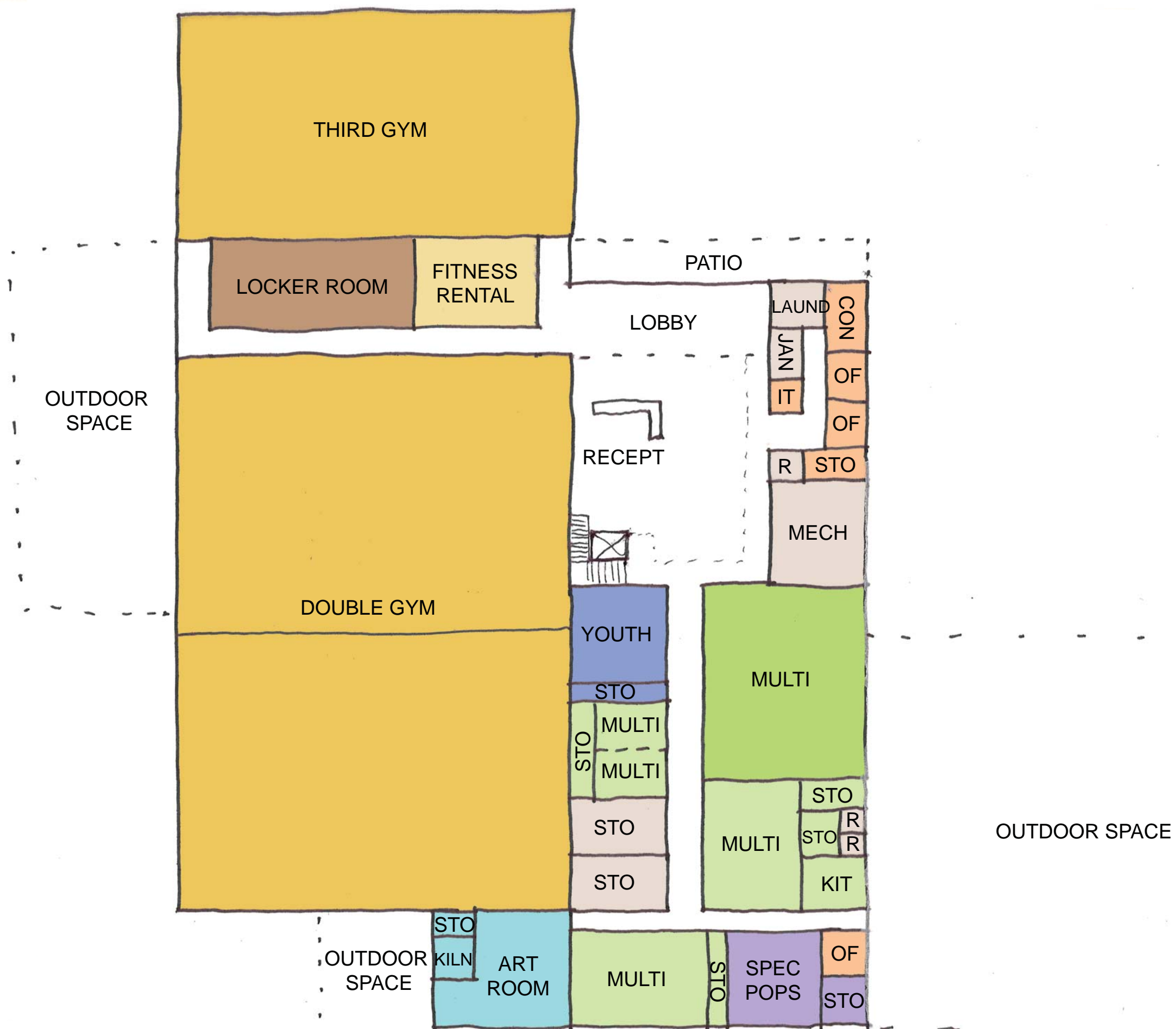




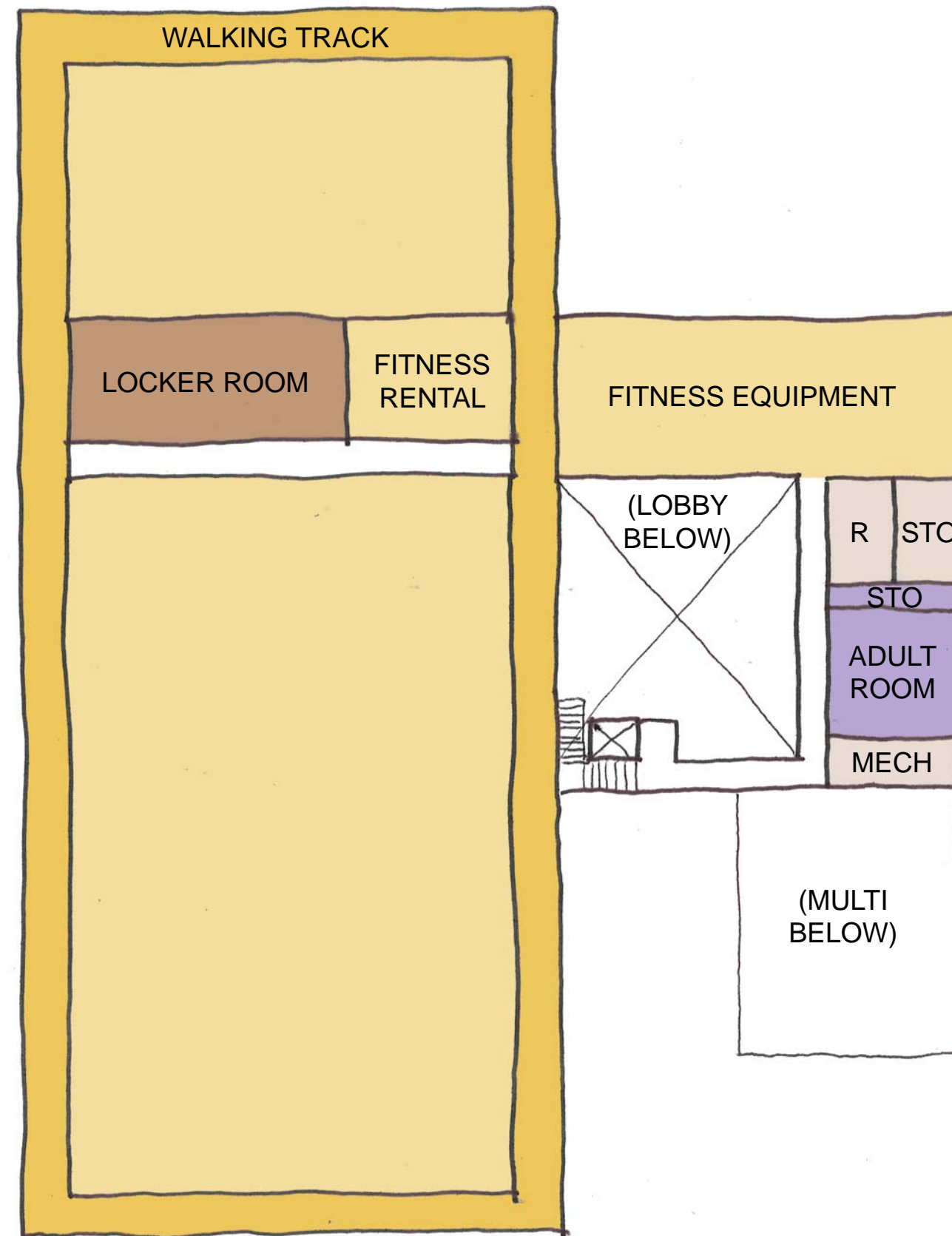
SCHEME B.2
MAIN FLOOR



SCHEME B.2
SECOND FLOOR



SCHEME B.3
MAIN FLOOR



SCHEME B.3
SECOND FLOOR

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Lease agreement for New Golf Carts at Goldsboro Municipal Golf Course

BACKGROUND: The City of Goldsboro entered into a lease agreement with Yamaha for 58 gas powered golf carts in August 2013. The term of this lease was for 60 months at an interest factor of 4.6%. The cost of purchasing new carts is \$4,940.00 based off the purchase of 58 carts.

DISCUSSION: The Goldsboro Municipal Golf Course wishes to update these 58 golf carts. If we update the current lease agreement, GMGC would receive 58 new golf carts. Quotes were requested with the following responses:

1. Yamaha	\$48.95/month per cart
2. Time Transportation	\$74.50/month per cart
3. Sutcliffe Golf Carts	\$77.75/month per cart

The low quote from Yamaha would be extended for 60 months at an interest rate of 4.6%. Funds for the lease were budgeted in the current FY 2016-17 budget.

RECOMMENDATION: It is recommended that the City extend its lease agreement with Yamaha and adopt the attached resolution authorizing the City Manager, Finance Director and City Clerk to enter into an agreement with Yamaha Motor Corporation for the lease of 58 new golf carts.

Date: _____

Kaye Scott, Finance Director

Date: _____

Scott Stevens, City Manager

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE CITY MANAGER, FINANCE DIRECTOR
AND CITY CLERK TO EXECUTE A LEASE AGREEMENT FOR GOLF CARTS

WHEREAS, the City of Goldsboro currently has a golf cart lease agreement with Yamaha Motor Corporation; and

WHEREAS, the Goldsboro Municipal Golf Course has the opportunity to extend its lease agreement for 58 new golf carts; and

WHEREAS, the low quote from Yamaha would be extended for 60 months at an interest rate of 4.60%; and

WHEREAS, the funds are available in the current fiscal year's 2016-17 budget.

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

1. The City Manager, Finance Director and City Clerk be and are hereby authorized to execute this lease agreement with "Yamaha Motor Corporation" for 60 months.
2. This Resolution shall be in full force and affect from and after this the ____ day of _____, 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

November 23, 2016

CITY OF GOLDSBORO
PO DRAWER A
GOLDSBORO, NC 27533

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 58 DR2A
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #116064
Request for Insurance
Certificate of Acceptance
Resale Certificate
Invoice For First Payment
ACH Form Optional
Account Update Form
Muni Amortization
Muni P.O.

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated November 22, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF GOLDSBORO** having its principal office at P.O. DRAWER A, GOLDSBORO, NC 27533 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF GOLDSBORO

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: Kim Ruiz

Title: _____

Title: President

EXHIBIT A**EQUIPMENT SCHEDULE # 116064****Dated 11/22/2016**

1. This Schedule covers the following property ("Equipment")
58 DR2A GOLF CARS
2. Location of Equipment:
GOLDSBORO MUNICIPAL GOLF COURSE
407 EDEN PLACE
GOLDSBORO, NC 27530
3. The Lease term for the Equipment described herein shall commence on January 01, 2017 and shall consist of 60 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
60 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,839.10 (APPLICABLE TAXES TO BE BILLED).

STARTING JANUARY 2017 AND ENDING DECEMBER 2021. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jan-17 \$2,839.10	Jan-18 \$2,839.10	Jan-19 \$2,839.10	Jan-20 \$2,839.10	Jan-21 \$2,839.10
Feb-17 \$2,839.10	Feb-18 \$2,839.10	Feb-19 \$2,839.10	Feb-20 \$2,839.10	Feb-21 \$2,839.10
Mar-17 \$2,839.10	Mar-18 \$2,839.10	Mar-19 \$2,839.10	Mar-20 \$2,839.10	Mar-21 \$2,839.10
Apr-17 \$2,839.10	Apr-18 \$2,839.10	Apr-19 \$2,839.10	Apr-20 \$2,839.10	Apr-21 \$2,839.10
May-17 \$2,839.10	May-18 \$2,839.10	May-19 \$2,839.10	May-20 \$2,839.10	May-21 \$2,839.10
Jun-17 \$2,839.10	Jun-18 \$2,839.10	Jun-19 \$2,839.10	Jun-20 \$2,839.10	Jun-21 \$2,839.10
Jul-17 \$2,839.10	Jul-18 \$2,839.10	Jul-19 \$2,839.10	Jul-20 \$2,839.10	Jul-21 \$2,839.10
Aug-17 \$2,839.10	Aug-18 \$2,839.10	Aug-19 \$2,839.10	Aug-20 \$2,839.10	Aug-21 \$2,839.10
Sep-17 \$2,839.10	Sep-18 \$2,839.10	Sep-19 \$2,839.10	Sep-20 \$2,839.10	Sep-21 \$2,839.10
Oct-17 \$2,839.10	Oct-18 \$2,839.10	Oct-19 \$2,839.10	Oct-20 \$2,839.10	Oct-21 \$2,839.10
Nov-17 \$2,839.10	Nov-18 \$2,839.10	Nov-19 \$2,839.10	Nov-20 \$2,839.10	Nov-21 \$2,839.10
Dec-17 \$2,839.10	Dec-18 \$2,839.10	Dec-19 \$2,839.10	Dec-20 \$2,839.10	Dec-21 \$2,839.10

5. Interest Factor: 4.60 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 11/22/2016 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

This agreement includes 1 free-use loaner car.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF GOLDSBORO

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By : _____
Signature
Name: _____
Type or Print
Title: _____

By : _____
Name: Kim Ruiz
Title: President



City of Goldsboro

Initialed By: _____*

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: City of Goldsboro
EQUIPMENT SCHEDULE # 116064**

Yield: 4.600%

Mon #	Due Date	Payment	Interest
1	01/01/17	2,839.10	884.74
2	02/01/17	2,839.10	877.43
3	03/01/17	2,839.10	870.09
4	04/01/17	2,839.10	862.73
5	05/01/17	2,839.10	855.34
6	06/01/17	2,839.10	847.93
7	07/01/17	2,839.10	840.48
8	08/01/17	2,839.10	833.01
9	09/01/17	2,839.10	825.51
10	10/01/17	2,839.10	817.98
11	11/01/17	2,839.10	810.42
12	12/01/17	2,839.10	802.84
13	01/01/18	2,839.10	795.23
14	02/01/18	2,839.10	787.59
15	03/01/18	2,839.10	779.91
16	04/01/18	2,839.10	772.22
17	05/01/18	2,839.10	764.49
18	06/01/18	2,839.10	756.73
19	07/01/18	2,839.10	748.95
20	08/01/18	2,839.10	741.13
21	09/01/18	2,839.10	733.29
22	10/01/18	2,839.10	725.41
23	11/01/18	2,839.10	717.51
24	12/01/18	2,839.10	709.58
25	01/01/19	2,839.10	701.62
26	02/01/19	2,839.10	693.63
27	03/01/19	2,839.10	685.61
28	04/01/19	2,839.10	677.55
29	05/01/19	2,839.10	669.47
30	06/01/19	2,839.10	661.36
31	07/01/19	2,839.10	653.22
32	08/01/19	2,839.10	645.05
33	09/01/19	2,839.10	636.84
34	10/01/19	2,839.10	628.61
35	11/01/19	2,839.10	620.34
36	12/01/19	2,839.10	612.05
37	01/01/20	2,839.10	603.72
38	02/01/20	2,839.10	595.37
39	03/01/20	2,839.10	586.98
40	04/01/20	2,839.10	578.56
41	05/01/20	2,839.10	570.10
42	06/01/20	2,839.10	561.62
43	07/01/20	2,839.10	553.11
44	08/01/20	2,839.10	544.56
45	09/01/20	2,839.10	535.98
46	10/01/20	2,839.10	527.37
47	11/01/20	2,839.10	518.73
48	12/01/20	2,839.10	510.05
49	01/01/21	2,839.10	501.34
50	02/01/21	2,839.10	492.60
51	03/01/21	2,839.10	483.83
52	04/01/21	2,839.10	475.02
53	05/01/21	2,839.10	466.19
54	06/01/21	2,839.10	457.31
55	07/01/21	2,839.10	448.41
56	08/01/21	2,839.10	439.47
57	09/01/21	2,839.10	430.50
58	10/01/21	2,839.10	421.49
59	11/01/21	2,839.10	412.45
60	12/01/21	2,839.10	403.38
Totals:		170,346.00	39,164.04

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: Donna_Hennessy@yamaha-motor.co

NAME OF INSURANCE AGENT:

November 23, 2016

ADDRESS:

Please Reference our Quote# 116064

PHONE:

FAX:

RE: GOLDSBORO MUNICIPAL GOLF COURSE

(Customer) Account #

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated

Equipment Covered:

58 DR2A GOLF CARS

This agreement includes 1 free-use loaner car.

Equipment Location:

407 EDEN PLACE

GOLDSBORO, NC 27530

Very Truly Yours,

X

CITY OF GOLDSBORO

(Customer)

By:

(Signature of Authorized Officer)

Title:

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 116064
dated November 22, 2016 to the Master Lease Agreement dated
November 22, 2016 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and CITY OF GOLDSBORO
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the
above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
58 DR2A GOLF CARS		See Attachment	NEW	GOLDSBORO MUNICIPAL GOLF COURSE 407 EDEN PLACE GOLDSBORO, NC 27530

ADDITIONAL CONDITIONS/SPECIAL TERMS:

This agreement includes 1 free-use loaner car.

Please return this certificate as your acknowledgment of the above Commencement Date and
acceptability of the Equipment.

CITY OF GOLDSBORO

*

By: _____
as Lessee

Name: _____

Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 116064

Date Prepared: 11/22/2016

CITY OF GOLDSBORO
P.O. DRAWER A
GOLDSBORO, NC 27533

Due Date	Quote No	Description	Amount Due
	116064	58 DR2A GOLF CARS for Municipal Lease Cars located at: GOLDSBORO MUNICIPAL GOLF COURSE	
01/1/2017		Payment	\$2,839.10
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS -----

\$2,839.10

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 116064

Date Prepared: 11/22/2016

Payment for:

CITY OF GOLDSBORO
P.O. DRAWER A
GOLDSBORO, NC 27533

116064 1ber

Amount Paid

Date Paid

Check Number

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF GOLDSBORO

Customer Number 7397480

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- ☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363



Commercial Finance ACCOUNT UPDATE FORM

6555 Katella Ave
Cypress, CA 90630
Phone (800) 551-2994
Fax (714) 761-7363

Upon reviewing your file, we noticed that some of the information is possibly outdated. To be assured that we have the most current information on your business, please take a few minutes to complete this form and fax (or mail) it back. We appreciate your continued business and your assistance in keeping our files up to date.

Complete Legal Name of Applicant:		Course Name or DBA:		Date:
Billing Address:		Physical Address of Equipment:		
City, State, Zip:		City, County, State, Zip:		
Contact Person:		Phone Number:		
Email Address:		Email Address / Fax Number:		
Corporate Web Site Address:				
** <input type="checkbox"/> Corporation ** <input type="checkbox"/> LLC <input type="checkbox"/> S-Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop <input type="checkbox"/> Municipal <input type="checkbox"/> Public <input type="checkbox"/> Semi-Private <input type="checkbox"/> Private <input type="checkbox"/> Other				
** THE CORPORATION/LLC IS FORMED IN THE STATE OF _____ AND IS IN GOOD STANDING.				
FED ID#	Tax Exempt Cert.#	Age of Business	Years Under Current Ownership	
OFFICER/ CORPORATE MEMBER/ OWNER /PARTNER - INFORMATION				
Name of Principal		% Owned	Title	
Name of Principal		% Owned	Title	
Name of Principal		% Owned	Title	
REFERENCES Note: Please advise Banker to expect a call from Yamaha about this application.				
Is there a Mortgage on the Golf Course? <input type="checkbox"/> Yes <input type="checkbox"/> No		Mortgage Holder		
Mortgage Holder Contact Name		Mortgage Holder Contact Phone	Mortgage Holder Fax	
INSURANCE INFORMATION				
Carrier		Agent's Phone:		
Agent's Name:		Agent's Fax:		

I hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates to investigate the references herein listed or state or other data pertaining to Applicant's credit and financial responsibility, and to share the results with its Distributors related to my ac

Applicant's Name: _____ Distributor: _____

Signature: _____ Salesperson: _____

IMPORTANT: PLEASE INCLUDE YOUR MOST RECENT YEAR-END FINANCIAL STATEMENT

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Selecting a media plan to successfully market and promote the 2017 Wings Over Wayne Air Show.

BACKGROUND: The Travel and Tourism Department is seeking professional marketing services to execute the promotion of Wings Over Wayne Air Show on May 20th and 21st 2017. The marketing efforts outlined in the proposed media plans will utilize traditional advertising methods, such as radio, television, and billboards to supplement the digital, nontraditional marketing services provided by Blue Bike Communications. One of the three proposed plans will be executed by marketing professionals, but the success will be monitored and managed by the Travel and Tourism Department. For the 2015 Wings Over Wayne Air Show, the city shows an estimated \$44,000 was spent on advertising. The county records show no contribution to the marketing efforts for the 2015 Air Show.

Deliverables will include media plans by Igoe Creative with three different value propositions: Option 1 allows a net \$1,186 in the \$10,000 set aside from the T&T budget. Option 2 requires \$18,988.59. It includes radio, TV, and billboard options in various markets in NC. Option 3 requires \$29,880.59. All three advertising methods will be used to target NC, SC & VA markets.

RECOMMENDATION: Authorize the City Manager to enter into a contract with Igoe Creative for the amount of \$29,880.59 to fund the traditional marketing efforts required to represent the caliber of the 2017 Wings Over Wayne Air Show.

Date: _____

Director of Travel & Tourism

Date: _____

City Manager

Goldsboro Travel & Tourism
Wings Over Wayne
May 20-21, 2017

Total = \$8,814.00

RADIO **\$8,814.00**

WRNS 95.1 (:60s) Country - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston, Camp Lejeune

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00	*64,700 weekly listeners
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00	*71,100 weekly listeners
10a-7p Sat	\$50.00						4		\$200.00	*40,300 weekly listeners
10a-7p Sun	\$20.00							4	\$80.00	*31,300 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00
10a-7p Sat	\$50.00						4		\$200.00

Total Cost: \$3,120.00

Total Spots: 52

****The Wolf 92.3/101.1- BONUS a matching schedule****

WNCT 107.9 (:60s) Classic Hits - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00	*46,300 weekly listeners
6a-7p M-F	\$38.00	3	3	3	3	3			\$570.00	*80,900 weekly listeners
6a-7p Sat	\$33.00						4		\$132.00	*37,000 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00
6a-7p M-F	\$38.00	3	3	3	3	3			\$570.00
6a-7p Sat	\$33.00						4		\$132.00

Total Cost: \$2,204.00

Total Spots: 58

Goldsboro Travel & Tourism
Wings Over Wayne
May 20-21, 2017

Total = \$28,988.59

TELEVISION & ONLINE \$5,490.00

WITN (NBC Eastern NC Market)

Daypart	Cost/Spot	M(5/8)	T(5/9)	W(5/10)	TH(5/11)	F(5/12)	SA(5/13)	SU(5/14)	Total/wk
Sunrise 5a-6a	\$90.00			1	1	1			\$270.00
Sunrise 6a-7a	\$215.00			1	1	1			\$645.00
Daypart	Cost/Spot	M(5/15)	T(5/16)	W(5/17)	TH(5/18)	F(5/19)	SA(5/20)	SU(5/21)	Total/wk
Sunrise 5a-6a	\$90.00	1	1	1	1	1			\$450.00
Sunrise 6a-7a	\$215.00	1	1	1	1	1			\$1,075.00
Total Cost:	\$2,440.00								
Total Spots:	16								

*viewership 6,900

*viewership 19,200

WITN.com
6,000 impressions - ROS on desktop & mobile - 300x250, 320x50, 300x600, 728x90, 1024x90.

*10 million monthly page views

Total Cost: \$350.00

WRAL (NBC Triangle, Fayetteville Markets)

Daypart	Cost/Spot	M(5/8)	T(5/9)	W(5/10)	TH(5/11)	F(5/12)	SA(5/13)	SU(5/14)	Total/wk
:10 Morning Traffic Billboard 6a-9a	\$150.00			1	1	1			\$450.00
Daypart	Cost/Spot	M(5/15)	T(5/16)	W(5/17)	TH(5/18)	F(5/19)	SA(5/20)	SU(5/21)	Total/wk
:10 Morning Traffic Billboard 6a-9a	\$150.00	2	2	2	2	2			\$1,500.00
Total Cost:	\$1,950.00								
Total Spots:	13								

*62,289 households per airing

WRAL.com
150,000 impressions (300x600, 728x90, 320x50) to run in Home, Weather & Entertainment the weeks of 5/8-5/21.
Total Cost: \$750.00

*57.3 million monthly page views

RADIO**\$12,828.00****WRNS 95.1 (:60s) Country - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston, Camp Lejeune**

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00
10a-7p Sat	\$50.00						3		\$150.00
10a-7p Sun	\$20.00							3	\$60.00

64,700 weekly listeners*71,100 weekly listeners***40,300 weekly listeners***31,300 weekly listeners*

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00
10a-7p Sat	\$50.00						3		\$150.00

Total Cost: \$3,000.00**Total Spots: 49******The Wolf 92.3/101.1- BONUS a matching schedule******WNCT 107.9 (:60s) Classic Hits - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston**

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00
6a-7p M-F	\$38.00	2	2	2	2	2			\$380.00
6a-7p Sat	\$33.00						3		\$99.00

46,300 weekly listeners*80,900 weekly listeners***37,000 weekly listeners*

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00
6a-7p M-F	\$38.00	2	2	2	2	2			\$380.00
6a-7p Sat	\$33.00						3		\$99.00

Total Cost: \$1,758.00**Total Spots: 46****WRDU 100.7 (:60's)- Classic Rock - Markets include Raleigh, Wilson, Goldsboro, Rocky Mount, Roanoke Rapids, Fayetteville**

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a-10a M-F	\$125.00			1	1	1			\$375.00
3p-7p M-F	\$155.00			1	1	1			\$465.00
7p-12mid M-F	\$30.00			2	2	2			\$180.00
10a-3p Sat	\$45.00						3		\$135.00

46,700 weekly listeners*56,700 weekly listeners***28,500 weekly listeners***19,700 weekly listeners*

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$125.00	1	1	1	1	1			\$625.00
3p-7p M-F	\$155.00	1	1	1	1	1			\$775.00
7p-12mid M-F	\$30.00	3	3	3	3	3			\$450.00
10a-3p Sat	\$45.00						3		\$135.00

Total Cost: \$3,140.00**Total Spots: 43**

WKRR Rock 92 (:60's) Rock - Markets include Greensboro, Winston-Salem, High Point, Sanford, Fayetteville

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$70.00	2	2	2	2	2			\$700.00
3p-7p M-F	\$60.00	2	2	2	2	2			\$600.00
10a-3p Sat	\$35.00						4		\$140.00

Total Cost: \$1,440.00

Total Spots: 24

*99,706 weekly listeners

*66,251 weekly listeners

*41,763 weekly listeners

*43,918 weekly listeners

WRAL FM Mix 101.5 (:60's) Adult Contemporary - Markets include Raleigh, Durham, Fayetteville, Goldsboro, Henderson, Wilson

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a-10a M-F	\$235.00								\$0.00
3p-7p M-F	\$220.00								\$0.00
7p-12mid M-F	\$45.00								\$0.00
6a 7pm Sat/Sun	\$85.00						3	3	\$510.00

*139,400 weekly listeners

*202,600 weekly listeners

*108,300 weekly listeners

*177,200 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$235.00	1	1	1	1	1			\$1,175.00
3p-7p M-F	\$220.00	1	1	1	1	1			\$1,100.00
7p-12mid M-F	\$45.00	2	2	2	2	2			\$450.00
6a 7pm Sat/Sun	\$85.00						3		\$255.00

Total Cost: \$3,490.00

Total Spots: 29

DIGITAL \$1,170.59

Our State Magazine

Travel & Events Email Newsletter - Coastal Edition

Emailed on the 3rd Friday of each month to list of 58,000+

6 listings available per month - each listing includes: 300 x 250 image, five word header & 40 word description

April newsletter emailed on April 21, 2017

(materials due March 1st)

BILLBOARDS \$9,500.00

Cost above includes a combination of poster and digital boards in the following markets: Fayetteville, Greenville, Goldsboro, Havelock, Jacksonville, Duplin County, Wilson and New Bern. Most boards would be 4 weeks with a couple possibly being 8 weeks.

Goldsboro Travel & Tourism
Wings Over Wayne
May 20-21, 2017

Total = \$39,880.59

<u>TELEVISION & ONLINE</u>	\$9,820.00									
<i>WITN (NBC Eastern NC Market)</i>										
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
Sunrise 5a-6a	\$90.00			1	1	1			\$270.00	*viewership 6,900
Sunrise 6a-7a	\$215.00			1	1	1			\$645.00	*viewership 19,200
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>	
Sunrise 5a-6a	\$90.00	1	1	1	1	1			\$450.00	
Sunrise 6a-7a	\$215.00	1	1	1	1	1			\$1,075.00	
Total Cost:	\$2,440.00									
Total Spots:	16									

Daily Reach based on this schedule: approx 36,216 people per day with overall total of 289,728

WITN.com
 6,000 impressions - ROS on desktop & mobile - 300x250, 320x50, 300x600, 728x90, 1024x90.

*10 million monthly page views

Total Cost:

\$350.00

<i>WECT (NBC Wilmington Market)</i>										
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
Sunrise 5a-6a	\$75.00			1	1	1			\$225.00	*viewership 7,000
Sunrise 6a-7a	\$210.00			1	1	1			\$630.00	*viewership 16,100
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>	
Sunrise 5a-6a	\$75.00	1	1	1	1	1			\$375.00	
Sunrise 6a-7a	\$210.00	1	1	1	1	1			\$1,050.00	
Total Cost:	\$2,280.00									
Total Spots:	16									

Daily Reach based on this schedule: approx 8,232 people per day (5a-6a) with overall total 65,856
 approx 16,260 people per day (6a-7a) with overall total 130,080

WECT.com
 35,000 impressions ROS

*2.8 million monthly page views

Total Cost:

\$350.00

WRAL (NBC Triangle, Fayetteville Markets)

Daypart	Cost/Spot	M(5/8)	T(5/9)	W(5/10)	TH(5/11)	F(5/12)	SA(5/13)	SU(5/14)	Total/wk
:10 Morning Traffic Billboard 6a-9a	\$150.00			1	1	1			\$450.00

*62,289 households per airing

Daypart	Cost/Spot	M(5/15)	T(5/16)	W(5/17)	TH(5/18)	F(5/19)	SA(5/20)	SU(5/21)	Total/wk
:10 Morning Traffic Billboard 6a-9a	\$150.00	2	2	2	2	2			\$1,500.00

Total Cost: \$1,950.00

Total Spots: 13

Daily Reach based on this schedule: approx 62,289 per airing with overall total 809,757

WRAL.com

150,000 impressions (300x600, 728x90, 320x50) to run in Home, Weather & Entertainment the weeks of 5/8-5/21.

Total Cost: \$750.00

*57.3 million monthly page views

WRAL News App - 50,000 impressions (300x250, 320x50) to run ROS the weeks of 5/8-5/21

Total Cost: \$250.00

*15.6 million monthly page views

WRAL.com Section Front Takeovers

own a section front for a day, ads appear across all devices (300x600, 728x90, 468x60, 320x50)

Out & About Section M-F (500 imp) \$100 per day

Sports Section M-F(13,500 imp) \$200 per day

Weather Section M-F (100,00 imp) \$1000 per day

Weather Section Sat/Sun (60,000 imp) \$500 per day

*recommend running Section Takeovers the week of event May15-20 as follows:

Wed, May 17 - Sports

Thurs, May 18 & Fri, May 19 - Out & About

Sat, May 20 - Weather

Total Cost: \$900.00

WRAL Out & About - local 30 min TV show - airs 1st Wed of each month, 75,000 viewers each month

(Out & About TV is also rebroadcast on WRAL & FOX 50 - 3 airings)

Show is shot "out and about", not in-studio

Wed, May 3rd @ 7:30pm

(1) :30 bumper (example emailed)

Total Cost: \$500.00

*75,000 monthly viewers

Daily Reach based on this schedule: approx 67,326 people per airing with overall total of 67,326

RADIO **\$21,390.00**

WRNS 95.1 (:60s) Country - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston, Camp Lejeune

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00	*64,700 weekly listeners
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00	*71,100 weekly listeners
10a-7p Sat	\$50.00						3		\$150.00	*40,300 weekly listeners
10a-7p Sun	\$20.00							3	\$60.00	*31,300 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$65.00	2	2	2	2	2			\$650.00
3p-6p M-F	\$67.00	2	2	2	2	2			\$670.00
10a-7p Sat	\$50.00						3		\$150.00

Total Cost: \$3,000.00
Total Spots: 49

****The Wolf 92.3/101.1- BONUS a matching schedule****

*Daily Reach based on this schedule: approx 8,400 people per day (6a-10a) with overall total of 84,000
approx 7,800 people per day (3p-6p) with overall total of 78,000
approx 9,900 people per day (10a-7p Sat) with overall total of 19,800
approx 9,900 people per day (10a-7p Sun) with overall total of 9,900*

WNCT 107.9 (:60s) Classic Hits - Markets include Greenville, Goldsboro, New Bern, Havelock, Kinston

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00	*46,300 weekly listeners
6a-7p M-F	\$38.00	2	2	2	2	2			\$380.00	*80,900 weekly listeners
6a-7p Sat	\$33.00						3		\$99.00	*37,000 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00
6a-7p M-F	\$38.00	2	2	2	2	2			\$380.00
6a-7p Sat	\$33.00						3		\$99.00

Total Cost: \$1,758.00
Total Spots: 46

Daily Reach based on this schedule: approx 7,342 people per day. Overall total of 88,100 people. Each person to hear spot average of 4 times

WRDU 100.7 (:60's)- Classic Rock - Markets include Raleigh, Wilson, Goldsboro, Rocky Mount, Roanoke Rapids, Fayetteville

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$125.00			1	1	1			\$375.00	*46,700 weekly listeners
3p-7p M-F	\$155.00			1	1	1			\$465.00	*56,700 weekly listeners
7p-12mid M-F	\$30.00			2	2	2			\$180.00	*28,500 weekly listeners
10a-3p Sat	\$45.00						3		\$135.00	*19,700 weekly listeners
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>	
6a-10a M-F	\$125.00	1	1	1	1	1			\$625.00	
3p-7p M-F	\$155.00	1	1	1	1	1			\$775.00	
7p-12mid M-F	\$30.00	3	3	3	3	3			\$450.00	
10a-3p Sat	\$45.00						3		\$135.00	
Total Cost:	\$3,140.00									
Total Spots:	43									

Daily Reach based on this schedule: approx 3,900 people per day (6a-10a) with overall total of 31,200
approx 4,900 people per day (3p-7p) with overall total of 39,200
approx 2,800 people per day (7p-12mid 1st week) with overall total of 8,400
approx 3,900 people per day (7p-12mid 2nd week) with overall total of 19,500
approx 13,800 people per day (10a-3p Sat) with overall total of 27,600

WKRR Rock 92 (:60's) Rock - Markets include Greensboro, Winston-Salem, High Point, Sanford, Fayetteville

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$70.00	2	2	2	2	2			\$700.00	*99,706 weekly listeners
3p-7p M-F	\$60.00	2	2	2	2	2			\$600.00	*66,251 weekly listeners
10a-3p Sat	\$35.00						3		\$105.00	*41,763 weekly listeners
10a-3p Sun	\$30.00							3	\$90.00	*43,918 weekly listeners
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>	
6a-10a M-F	\$70.00	2	2	2	2	2			\$700.00	
3p-7p M-F	\$60.00	2	2	2	2	2			\$600.00	
10a-3p Sat	\$35.00						3		\$105.00	
Total Cost:	\$2,900.00									
Total Spots:	49									

Daily Reach based on this schedule: approx 20,990 people per day (6a-10a) with overall total of 209,900
approx 7,934 people per day (3p-7p) with overall total of 79,340
approx 19,275 people per day (10a-3p Sat)with overall total of 38,550
approx 12,948 people per day (10a-3p Sun) with overall total of 12,948

WRAL FM Mix 101.5 (:60's) Adult Contemporary - Markets include Raleigh, Durham, Fayetteville, Goldsboro, Henderson, Wilson

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a 7pm Sat/Sun	\$85.00						3	3	\$510.00
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$235.00	1	1	1	1	1			\$1,175.00
3p-7p M-F	\$220.00	1	1	1	1	1			\$1,100.00
7p-12mid M-F	\$45.00	2	2	2	2	2			\$450.00
6a 7pm Sat/Sun	\$85.00						3		\$255.00
Total Cost:	\$3,490.00								
Total Spots:	29								

Daily Reach based on this schedule: approx 14,100 people per day (6a-7p Sat) with overall total of 28,200
approx 11,400 people per day (6a-7p Sun) with overall total of 11,400
approx 6,800 people per day (6a-10a) with overall total of 34,000
approx 8,800 people per day (3p-7p) with overall total of 44,00
approx 4,960 people per day (7p-12mid) with overall total of 24,800

WNOR FM 99 (:60's) Rock - Markets include Hampton Roads, Norfolk, Suffolk, Newport News and into Tideland areas of NC

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>
6a-10a M-F	\$110.00			1	1	1			\$330.00
3p-7p M-F	\$100.00			1	1	1			\$300.00
7p-12mid M-F	\$45.00			2	2	2			\$270.00
6a 7pm Sat/Sun	\$75.00						3	3	\$550.00
<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$110.00	1	1	1	1	1			\$550.00
3p-7p M-F	\$100.00	1	1	1	1	1			\$500.00
7p-12mid M-F	\$45.00	2	2	2	2	2			\$450.00
6a 7pm Sat/Sun	\$75.00						3		\$225.00
Total Cost:	\$3,175.00								
Total Spots:	41								

Daily Reach based on this schedule: approx 7,000 people per day (6a-10a) with overall total of 56,000
approx 6,413 people per day (3p-7p) with overall total of 51,300
approx 2,556 people per day (7p-12mid) with overall total of 40,900
approx 4,112 people per day (6a-7p Sat/Sun) with overall total of 37,000

*139,400 weekly listeners
*202,600 weekly listeners
*108,300 weekly listeners
*177,200 weekly listeners

*94,100 weekly listeners
*126,100 weekly listeners
*70,700 weekly listeners
*8,700 weekly listeners

WYAV, Wave 104.1 (:60's) Rock (Classic) - Markets include Myrtle Beach and surrounding areas in SC

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00	*13,600 weekly listeners
3p-7p M-F	\$40.00	2	2	2	2	2			\$400.00	*15,700 weekly listeners
7p-10p M-F	\$20.00	1	1	1	1	1			\$100.00	*6,100 weekly listeners
6a 7pm Sat	\$30.00						3		\$90.00	*10,400 weekly listeners
6a 7pm Sun	\$15.00							3	\$45.00	*7,300 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$40.00	2	2	2	2	2			\$400.00
3p-7p M-F	\$40.00	2	2	2	2	2			\$400.00
7p-10p M-F	\$20.00	1	1	1	1	1			\$200.00
6a 7pm Sat	\$30.00						3		\$90.00

Total Cost: \$2,025.00

Total Spots: 59

Daily Reach based on this schedule:

WRFQ 104.5 (:60's) Classic Rock - Markets include Charleston, Mt. Pleasant, Summerville and surrounding areas of SC

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/8)</u>	<u>T(5/9)</u>	<u>W(5/10)</u>	<u>TH(5/11)</u>	<u>F(5/12)</u>	<u>SA(5/13)</u>	<u>SU(5/14)</u>	<u>Total/wk</u>	
6a-10a M-F	\$46.00	2	2	2	2	2			\$460.00	*26,600 weekly listeners
3p-7p M-F	\$41.00	2	2	2	2	2			\$410.00	*27,800 weekly listeners
6a 7pm Sat/Sun	\$18.00						3	3	\$108.00	*24,200 weekly listeners

<u>Daypart</u>	<u>Cost/Spot</u>	<u>M(5/15)</u>	<u>T(5/16)</u>	<u>W(5/17)</u>	<u>TH(5/18)</u>	<u>F(5/19)</u>	<u>SA(5/20)</u>	<u>SU(5/21)</u>	<u>Total/wk</u>
6a-10a M-F	\$46.00	2	2	2	2	2			\$460.00
3p-7p M-F	\$41.00	2	2	2	2	2			\$410.00
6a 7pm Sat/Sun	\$18.00						3		\$54.00

Total Cost: \$1,902.00

Total Spots: 49

Daily Reach based on this schedule:

DIGITAL \$1,170.59

Our State Magazine

Travel & Events Email Newsletter - Coastal Edition

Emailed on the 3rd Friday of each month to list of **58,000+** (*so this is the reach/impressions*)

6 listings available per month - each listing includes: 300 x 250 image, five word header & 40 word description

April newsletter emailed on April 21, 2017

(materials due March 1st)

BILLBOARDS \$7,500.00

Cost above includes a combination of poster and digital boards in the following markets: Fayetteville, Greenville, Goldsboro, Havelock, Jacksonville, Duplin County, Wilson and New Bern. Most boards would be 4 weeks with a couple possibly being 8 weeks.

Approximate weekly views/ impressions for 8 billboards would be 450,000+ (we cannot get accurate impressions until boards are selected)

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: Carolina Games Summit Use of Property

BACKGROUND: Carolina Games Summit 2017 will be held February 4th 10 AM – 8:30 PM and 5th 10 AM – 6:00 PM in downtown Goldsboro, NC. This year's hybrid festival will again deliver industry speakers, video game tournaments, exhibition booths, live bands, and educational sessions. More information can be found on the events website: www.carolinagamessummit.com

DISCUSSION: The Carolina Games Summit will utilize several venues downtown, including the Paramount Theatre, ACME Theatre, Top Hat Ballroom, The Terrace Room and more. Due to the size and span of this event, the organizers are requesting the use of the vacant lot on the 200 block of South Center Street, at the intersection of Center & Chestnut. This space will be used for event parking.

The Police Department and DGDC have been notified, and clear entrance and exits points will be marked by traffic cones.

All activities, change in plans, etc., will be coordinated with the Police Department.

RECOMMENDATION: By motion, grant the requested temporary closing of:

The vacant lot on the 200 block of South Center Street, at the intersection of Center & Chestnut on Saturday & Sunday, February 4-5, 2017 from 8:00 am Saturday to 8:00 p.m. Sunday. The space will be used for parking, subject to the above conditions.

Date: _____
Erin Fonseca, Promotions Coordinator

Date: _____
City Manager



APPLICATION FOR THE USE OF CITY-OWNED PROPERTY FOR SPECIAL EVENTS

This application is a requirement for consideration as established by
the **Use of City-Owned Property for Special Events Policy** (attached).

Procedure: Applicant should allow at least 30 days for review of application prior to event date.
Follow steps below in chronological order and indicate completion by checking corresponding box.

- 1) Meet with representative from City Planning Department to discuss request and get preliminary approval. ☐

Signature of Planning Department Representative

- 2) Complete Application and Include All Necessary Information. ☐

Applicant Signature

- 3) Submit Application and Supplemental Information to Chief of Police at City of Goldsboro Police Department. ☐

Police Chief/Operational Major Signature

- 4) If event is downtown, Application has been forward to DGDC office. DGDC has reviewed and forwarded comments to City Manager's office. ☐

DGDC Director Signature

DGDC office will scan final application with supporting attachments and email to Police and Planning departments to verify consistency of application content. If verified, DGDC will forward application to City Manager's office for action.

- 5) City Manager's office will contact applicant notifying of approval, denial or conditional approval. **Action Taken:** _____

Applicant: Non-city entities for non-city sanctioned events requesting the use of City-owned property other than the Paramount Theatre or Parks & Recreation facilities for special events must complete the following:

Name:

ITSS

Address:

2822 Cashwell Dr PMB 232 Goldsboro NC 27534

Home Phone #:

919-759-1903

Mobile Phone #:

919-906-0424

Driver's License #:

State of Issuance:

Detailed Description of Event:

Continued on page 2

Hours of Operations:

Saturday Feb 4th 10am-8pm, Sunday Feb 5th 10am-8pm

Security Needs & Plan:

Types of Food/Beverages (specify if alcohol is to be used and container – no glass permitted):

Food and beverage consumption will take place away from Open lot, i.e: Restaurant downtown, etc.

Other Products to be Sold:

Parking & Traffic Plans (*if event will block access via alley, street, or sidewalk to residences or businesses, applicant is required to notify affected parties and provide signatures of parties stating they have been notified. An acceptable signature form is attached for use, if necessary. Form should be attached to application upon submittal.*):

Trash Collection & Recycling Plans:

The following items need to be included as attachments to the application. Application will not be considered until all of this information is provided:

1. Please provide a drawing or site plan showing the city property to be used and indicate location of tables, barricades, portable bathroom facilities, parking, or any other structures to be used on site. ☐
2. A copy general liability insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event. ☐
3. A signed copy of the provided Indemnity Statement attached. An acceptable template is attached for use. ☐
4. A copy of all permits and licenses issued by the State/City or County including health and ABC permits; if applicable. ☐

The following requirements must be met; please indicate you are aware of these requirements and have provided evidence of such if necessary by checking the corresponding box:

1. The event/use is allowed by the underlying zoning district. ☒
Call Planning & Development for verification (919) 580-4333.
2. Hours of the event shall be no earlier than 10:00 am and end no later than 10:00 pm. ☐

3. Security in the form of providing off-duty police officers has been arranged and approved by the City of Goldsboro Police Chief. ☐
4. A deposit of \$50 to ensure a clean site post-event is included with application and applicant understands the property is to be in the same condition post event as prior to and is the responsibility of the applicant. *Please make check payable to: City of Goldsboro* ☐
5. No political or campaign promotions are permitted during the special event. ☐
6. Applicant understands that excessive noise in violation of the City's Noise Ordinance will not be permitted and penalties may be invoked as addressed in the Policy. ☐
7. Tents and other appurtenances meet all North Carolina Fire & Building Code requirements. Call the Inspections Department for verification at (919) 580-4346. ☐
8. All properties within 100 feet of the event property that may be impacted from traffic, noise, parking or other effects have been notified by the applicant by certified or hand-delivered mail detailing the time, place and description of event. A copy of those notified are attached. ☐
9. Applicant has read, in it's entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. ☐

Alcoholic Beverages:

If consumption of alcohol is planned on property for event, the following additional requirements must be met; please indicate you are aware of these requirements and have provided evidence of such if necessary by checking the corresponding box:

10. Applicant/event coordinator must be a non-profit entity. Proof of this in the form of a federal tax exemption status is provided with application. ☐
11. All necessary ABC permits have been issued by the State and copies are provided with application. ☐
12. Signs shall be posted, visited at all exit points from the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises. Areas where alcohol will be consumed, served or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means. ☐
13. A background check of the applicant for the special event and the applicant for the ABC permit, if not the same, has been conducted and a copy is included with application. ☐

CITY OF GOLDSBORO

POLICY REGARDING THE USE OF CITY-OWNED PROPERTY FOR SPECIAL EVENTS

The City Manager or his or her designee may issue permits for the usage of City-owned property for special events provided such uses comply with the provisions of this Policy. The use of City-owned Recreation and Parks property and the Paramount Theatre is not regulated by this Policy.

1. Filing of Application for Use of City-Owned Property

Any person, firm or organization that proposes to utilize City-owned property for a special event shall prepare and file an application with the City Manager or his or her designee which shall contain the following information.

- a. The name, address and telephone number of the entity desiring to utilize the City-owned property.
- b. A detailed description of the event to be held including hours of operation, security needs and plans to address security issues, types of food, beverages, alcohol or other products to be served or sold, parking and traffic plans and trash collection and recycling plans.
- c. A drawing or site plan showing the City-owned property to be utilized depicting the proposed placement of tables, barricades, portable bathroom facilities, parking or any other structures or uses proposed to be conducted on the property.
- d. Evidence of adequate insurance or other form of security to hold the City and its taxpayers harmless from claims arising out of the operation of the special event as determined by the City Manager in consultation with the City Attorney and insurance carrier.
- e. An indemnity statement, approved by the City Attorney, whereby the event operator agrees to indemnify and hold harmless the city and its officers, agents and employees from any claim arising from the operation of the special event.
- f. A copy of all permits and licenses issued by the State or the City including health and ABC permits, licenses necessary for the conducting of the special event or a copy of the application for the permit if no permit has been issued.
- g. A fee as provided in the City fee schedule to cover the cost of processing and investigating the application and issuing the permit.

2. Issuance of Permit

No permit for the usage of a City-owned property for a special event may be issued unless the application is complete and unless the following requirements are met.

- a. The special event must be allowable by the underlying zoning district.
- b. Hours for the special event shall be no earlier than 10:00 a.m. and end no later than 10:00 p.m.
- c. Security plans, including the provision of providing off-duty police officers must be provided as approved by the City of Goldsboro Police Chief.
- d. Solid waste plans must be provided and approved by the Public Works Department. Solid waste plans shall include provisions for both trash and recyclables. A deposit must be provided and will be forfeited if property is not cleaned to its prior condition.
- e. No political or campaign promotions are permitted during the special event.

- f. No firearms are permitted on City-owned property.
- g. Excessive noise in violation of the City's Noise Ordinance will not be permitted and penalties may be invoked as follows:

1 st Offense:	Warning (Verbal or Written)
2 nd Offense:	Termination of Special Event
- h. Applicant must provide proof of general liability insurance coverage of at least \$1 million.
- i. All tents and other appurtenances to be utilized in conjunction with the special event shall meet all North Carolina Fire and Building Code requirements and obtain necessary permits. Events as required by the North Carolina Fire Code may require the provision of fire watch personnel.
- j. When the usage of City-owned property for a special event could impact adjoining properties from a traffic, noise, parking or other perspective, then it shall be the responsibility of the applicant to notify all affected parties. All properties within 100 ft. of the special event shall be notified by certified or hand-delivered mail in the form of a notice detailing the time, place and description of the event. The applicant shall certify that all parties have been notified on forms provided by the City.
- k. The City Manager may require additional provisions if he or she feels it is in the best interest of the City and its citizens.

3. Alcoholic Beverages on City-Owned Property for Special Events

The City Manager or his or her designee may approve the consumption of alcoholic beverages on public property in accordance with Section 130.03 of the Goldsboro City Code if the all of the following requirements have been satisfactorily addressed and that the granting of a permit is in the City of Goldsboro or the public's best interest.

- a. The event is for a non-profit organization and proof of such has been submitted.
- b. All necessary ABC permits have been issued by the State.
- c. Signs shall be posted, visible at all exit points from the special event that it is unlawful to remove alcoholic beverages in open or unsealed containers from the premises. Areas where alcohol will be consumed, served or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
- d. The applicant or operator of the special event shall not have violated any law, regulation or ordinance relating to the possession, sale, transportation or consumption of intoxicating beverages or controlled substances for the three years preceding the commencement of the special event.

A satisfactory background check of the applicant for the special event shall be performed by the City Police Department prior to issuance of any approvals.

4. Denial of Request for Use of City-Owned Property for Special Events

An application may be denied if it is found that the granting would not be in the City of Goldsboro's or the public's interest. If the City Manager or his or her designee feels that the use of the City-owned property for a special event has been so utilized on an excessive or too frequent basis, the application may be denied. Any applicant denied a permit to utilize City-owned property for a special event shall receive a written statement outlining the grounds on which the denial is based. The applicant may appeal the denial of the application to the City Council within fifteen working days of the written denial and the City Council may take such corrective action as it shall find necessary. The findings and the determination of the City Council shall be final.

5. Permit Revocation

The City Manager or his or her designee may revoke a permit issued pursuant to this section if he or she finds that the applicant or operator of the special event has:

- a. Deliberately misrepresented or provided false information in the permit application;
- b. Violated any provision or City or County Health Department regulation;
- c. Violated any law, regulation or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances;
- d. Operates the special event in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety or welfare, specifically including failure to keep the City-owned property clean and free of refuse.



NORTH CAROLINA

INDEMNIFICATION AGREEMENT

WAYNE COUNTY

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

This the 11th day of January, 2017,

_____(SEAL)

Applicant & Authorized Representative of Event

Departmental Monthly Reports
December 2016

Item N

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works
8. Finance
9. Planning
10. Engineering
11. Fire
12. Police
13. Parks and Recreation
14. Public Utilities
15. Travel and Tourism

Human Resources Management Department MONTHLY REPORT – DECEMBER 2016

Prepared by: Pamela C. Leake

The Human Resources Department advertised 11 positions this month and processed 212 applications. 11 notices were sent to applicants interviewed but not selected for hire, and 164 notices were sent to applicants who were not selected for an interview. Five new hires came on board this month: three full-time (**Charles Chase – Fire Fighter, Travis Sauls – Fire Fighter, and Dylan Corbett – Police Officer**) and two part-time (**Rayvon Black – Sanitation Technician and Yvette Williams – Recreation Aide**). There were five retirements: Cary Faulcon - Animal Control Officer (Police); Karen Keen-Demello - Police Captain; Charles Hawley- Fleet Maintenance Supervisor (Public Works); John Parks – Fire Captain, and James Roach - Distribution Supervisor (Public Works). There were four resignations: Alexander Alves - Fire Fighter; JaeVonn Flanagan – Recreation Aide (PT); Adam Knight – Marketing and Special Events Assistant, and Ryly Patterson – Pavements Maintenance and Equipment Operator. Total employment for the month was **478**: 401 full-time employees and 77 part-time employees. Turnover rate is .83%. New hire orientation was held December 7. Ten employees attended the session. The City has partnered with NC Works to secure employees for the Disaster Relief Employment Grant. We currently have two employees working at Parks and Recreation and one at Public Works (Solid Waste).

This year's Employee Appreciation Program was held December 8 at the Paramount Theatre. 58 employees were recognized for 5, 10, 15, 20, 25, 30, 35, and 40 years of service. They received a certificate and their choice of a gift card, plaque or service pin. Several door prizes were donated by various vendors and departments. John Formica, training consultant and "ex-Disney guy," donated the Grand Prize, which was a free two-night stay at the Disney World Resort Hotel and two park admission tickets. The winner was Felicia Brown from Parks and Recreation. Employees who contributed \$26 more than last year to this year's United Way campaign were eligible for 12 hours off with pay. The winners were from Finance, Fire, Human Resources, Police, and Public Works. The City Manager's annual coin toss was also held, and Jay Holland, Police Department, was the winner of \$100. Students from Mount Olive Middle School provided entertainment and Mr. Bruce Stevenson, caricature artist, drew portraits upon request.

There was no safety training this month. The Safety Coordinator is still working with the Cemetery Division and state representatives with recovery efforts. The Personal Injury and Vehicle Accident Committees have been combined, and they now review all accident and injury cases. Daily monitoring of worksites and facilities continues across the City. This month's health beat was **Lung Cancer**. 159 employees attended the sessions. There were 112 clinic visits. The city-wide Step Challenge ended November 21. Chris Walker, Fire Department, was the grand prize winner of a \$100 gift card from Bicycle World. Second and third-place winners were Rama Chittilla, Engineering (\$60 gift card) and Stasia Fields, Parks and Recreation (\$40 gift card). We appreciate all of the participants who "Stepped Up" in this year's challenge. We will kick off the new year with the "Biggest Winner" challenge the first week of January. The challenge will end April 28 with a male and female winner.

Random Drug Screens	Post-Accident Drug Screens
Non-DOT: 6 tested; 2 breathalyzer (All negative)	Non-DOT: None tested
DOT: None tested this month.	DOT: None tested

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	337	235	534	291	184	186	475	302	253	236	180	212	285
New Hires*	2	5	3	2	5	3	0	5	4	5	2	3	4
Separations*	3	3	9	2	3	2	1	5	9	4	2	8	5
Vehicle Accidents	5	1	8	5	4	3	2	1	1	2	1	2	3
Workers Compensation	8	3	1	6	5	3	6	8	8	1	4	3	5

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	176	84	92	56	140	89	215	201	245	219	86	113	143
New Hires*	6	5	2	3	0	1	4	2	2	5	1	1	3
Separations*	1	3	2	3	4	5	3	5	1	4	1	3	3
Vehicle Accidents	1	3	2	0	3	5	3	2	1	4	4	5	3
Workers Compensation	2	1	2	1	2	1	4	3	3	3	2	6	3

**Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.*

Community Relations Department

Monthly Report – December 2016

Prepared By: *Shycole Simpson-Carter*

- The Community Affairs Commission meeting for Tuesday, December 13, 2016 was canceled. The next scheduled meeting is Tuesday, January 10, 2017 at 7:00 p.m.
- There were 8 housing complaints submitted for the month of December. All complaints were submitted through the 311/GIS system or to the designated community resource.
 - The housing complaints were pertaining to substandard housing conditions of rental properties (i.e., structural hazards, mold, the presence of insects and vermin, and inadequate sanitation).
- The Department continue to assist and/or coordinate Hurricane Matthew Relief Efforts throughout the City's impacted areas. The concerns were referred to the appropriate City departments and external (volunteer, local, state, and/or federal agencies). Due to the fact these concerns were raised from an unforeseen natural occurrence, the Department has not input a tally for October and November in the table below.
- Goldsboro Youth Council (GYC) met on Wednesday, December 7, 2016. GYC participated in the Christmas Parade, December 3, 2016 with a Float created by the youth members. Several GYC members volunteered for O'Berry Center Christmas Party, Angel Tree for Carver Heights, and Jingle in the Park. The next scheduled meeting is January 18, 2017 at 7:00 pm.
- City departments and Council members provided toys and clothes for 14 needy students selected by the Carver Heights staff.
- The Mayor's Committee for Persons with Disabilities did not have a regular meeting scheduled for the month of December. Instead, the Committee held its annual MCPD committee members Christmas Social. The next scheduled meeting is January 19, 2017 at 12:00 pm.
- The next schedule Community Fun Day to be held within Fairview Park will be March 18, 2017. This will be Job & Career Development Fair as well, with Vendors from NC Wesleyan, WCC, Case Farm, & NC Commerce Mobile Career Bus to name a few. Members of the Our Community Cares participated in the Christmas Parade, December 3, 2016.
- The Community Relations Director attended the following meetings, workshops, or trainings:
 - Our Community Cares Committee Meeting, Job Plus Advisory Board Meeting, HUD's Mayor's Challenge to End Homelessness Meeting, Governor Pat McCrory's Hurricane Matthew Recovery Committee Meeting, Large Staff Meeting, Wayne County Long Term Recovery Committee, WAGES Senior Companion Advisory Board Meeting, WA Foster Community Meeting, GWTA Tab Board Meeting, West Haven Apts. and Fairview Homes Resident Council Meetings, and other meetings with citizens and community leaders/stakeholders

2016 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	3	1	2	6	2	5	1	3	1				3
Consumer	1	3	1	1	1	0	2	0	1				1
2015 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	4	5	4	1	0	8	12	9	3	8	1	1	5
Consumer	9	4	2	6	3	5	8	8	9	9	9	3	6



Monthly Report-December 2016

Prepared by: Sherry Archibald, Director

- The Paramount was booked the first 20 days of the month of December. The performances included: Goldsboro Ballet's Nutcracker, Center Stage Theatre's Christmas Carol, Child of the Promise and the Goldsboro News Argus sponsored event, Christmas with the Embers.
- Goldsboro Ballet & Center Stage Theatre provided school shows allowing approximately 2,000 students to participate. Students came from Wayne, Lenoir & Johnston counties.
- The Paramount's Classic and Holiday Movie series presented two showings of *It's a Wonderful Life*. The first performance was a sell-out.
- The Paramount was happy to host the City of Goldsboro's annual Employee Appreciation and Recognition event.
- Paramount staff and Foundation were approached by producers and artist agents to spearhead a project for Malpass Brothers titled *Heading Home*. *Heading Home*, is a documentary featuring the Malpass Brothers, City of Goldsboro and Downtown. The focus is on preservation to our city and traditional music. The Foundation is raising funds to support the project. It kicks off in January with their performance at the Paramount.
- Paramount staff participated in the following meetings, presentations or training: Arts Council of Wayne County Jazz Showcase, Junior Leadership, United Way Relief Fund Committee, DGDC Promotions Committee, Chamber Ribbon Cutting, Conference call through Southarts required by grant, WGTV interviews,
- Expenses – December **\$28,811.46** Details: Labor - \$21,934.40 /Operational – \$ 6,877.06
Revenue - December **\$37,579.27**Details: Rentals -\$16,005.60/Tickets \$13,225.47/Concessions-\$348.20/Grant-\$8,000.00

	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016
Exp	\$34,171	\$37,659	\$41,473	\$34,905	\$38,813	\$25,365	\$29,583	\$80,132	\$36,103	\$40,743	\$50,158	\$28,811	\$39,826
Rev	\$31,903	\$18,707	\$18,782	\$12,978	\$17,857	\$10,878	\$56,041	\$4,698	\$6,407	\$11,466	\$3,878	\$37,579	\$19,264
	Jan-15	Feb-15	Mar15	April15	May15	June15	July15	Aug15	Sept15	Oct15	Nov15	Dec15	Average 2015
Exp	\$37,576	\$27,538	\$28,845	\$33,676	\$36,042	\$19,185	\$47,527	\$23,912	\$30,854	\$39,446	\$33,360	\$34,687	\$32,720
Rev	\$8,629	\$23,770	\$8,113	\$14,308	\$16,500	\$9,806	\$15,877	\$5,253	\$6,037	\$10,049	\$3,867	\$30,467	\$12,723



- The Goldsboro Event Center was rented or used in December for four wedding/receptions, two rentals for holiday parties, a surprise birthday party, and two business meeting.
- The GEC was used to host the City's Large Staff Meeting and was also the location for several departmental Christmas parties.
- Staff is seeking an additional part-time Building Attendant to assist with break-down and set-up needs as well as support to the manager. Director interviewed applicants in December.
- Expenses –December - **\$10,653.86** Details: Labor - \$3,233.34 /Operational – \$7,420.52
Receipts - December - **\$12,073.00** Details: Rentals -\$7,145.00/Concessions \$4,928.00

	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016
Exp	\$	\$	\$	\$12,819	\$13,453	\$5,715	\$15,565	\$7,442	\$14,575	\$5,024	\$9,160	\$10,653	\$10,489
Rev	\$	\$	\$	\$ 8,690	\$10,589	\$5,352	\$6,876	\$9,417	\$6,513	\$7,868	\$7,005	\$12,073	\$8,264

Goldsboro Inspections Department
Monthly Report – Dec 2016
Prepared By: Allen Anderson

The valuation of all building permits issued during the month of December totaled \$6,546,109. Three (3) of these permits were new residential single family dwellings at a valuation of \$439,700.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$2,287,748.

All permit fees collected for the month totaled \$26,483. Of the permit fees collected for the month \$2,685 was collected in technology fees. Plan review fees collected during the month totaled \$650. Business Registration fees collected \$1,240.

The Inspectors did a total of 908 inspections for the month. During the month of December five (5) business inspections were completed. A total of 493 permits were issued for the month. Forty (40) plan reviews were completed for December. We now have a total of 255 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$3	\$7	\$7	\$3	\$2	\$3	\$4	\$6	\$2	\$25	\$3	\$7	\$6
Residential (thousands)	\$740	\$380	\$430	\$240	\$748	\$558	\$1m	\$1m	\$260	\$79	\$191	\$440	\$506
Miscellaneous**(millions)	\$2	\$3	\$3	\$3	\$3	\$1	\$3	\$2	\$1	\$3	\$4	\$2	\$3
Permit Fees (thousands)	\$38	\$54	\$61	\$38	\$50	\$30	\$43	\$46	\$36	\$33	\$48	\$26	\$42
Inspections (total)	544	519	550	463	551	614	509	621	593	565	1107	908	629
Permits Issued (total)	268	266	293	237	327	329	332	351	252	1241	644	493	419
Plan Reviews Completed	50	44	83	52	93	47	58	74	54	43	54	40	58
Minimum Housing in Process	242	214	212	220	251	251	249	251	255	255	255	255	243

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$2	\$1	\$8	\$4	\$8	\$3	\$5	\$12	\$4	\$10	\$2	\$5	\$5
Residential (thousands)	\$432	\$256	\$468	\$742	\$1,230	\$1,273	\$444	\$199	\$612	\$400	\$600	\$240	\$575
Miscellaneous**(millions)	\$2	\$2	\$2	\$2	\$1	\$2	\$2	\$4	\$1	\$1	\$1	\$2	\$2
Permit Fees (thousands)	\$35	\$36	\$40	\$41	\$49	\$31	\$68	\$51	\$27	\$49	\$35	\$39	\$42
Inspections (total)	456	427	698	569	570	547	552	595	556	503	500	531	542
Permits Issued (total)	267	213	300	305	315	333	334	264	279	265	198	239	276
Plan Reviews Completed	66	57	65	65	64	58	70	58	64	50	78	62	63
Minimum Housing in Process	215	225	228	230	240	244	250	228	232	232	232	240	233

December 2016

Prepared By: Julie Metz, Director

Current Projects Staff Worked On Over the Month Include:

- Staff coordinated with contractors to start work on their building due to the damage they received during the hurricane. The staff temporarily moved their offices to Historic City Hall until their building can be utilized.
- Staff worked through the NEPA, STIP/TIP, Section 106, Schedule, Budget and Scope documents as well as preparing the Paper Grant Agreement relating to TIGER VIII.
- Staff worked to prepare the Goldsboro's Main Street accreditation package to submit January 6, 2017 to retain our national accreditation.
- Staff met with Margaret Baddour about coordinating Father of the Bride, a play/fundraiser for DGDC to be held at the Paramount January 20 and 21. Tickets: Available at the Paramount, \$20 each. Show times: 7:30pm.
- DGDC/Downtown Annual Sponsorship Campaign: To Begin January 2017. An effort to raise \$70,000 to fund Center Street Jams and other DGDC Board downtown events and activities for the year.

Downtown Events or Activities that Staff Administered or Assisted During the Month:

- Staff held a conference call with Downtown Shelby to share information on the Main Street Conference because they are hosting it in March 2017.
- Staff facilitated and attended the following monthly meetings; DGDC Board (12/21), DGDC Executive Committee (12/14), DGDC Promotions Committee (12/13), DGDC Design Committee (12/13) and DGDC EV Committee (12/13).
- Staff worked with the Small Business Center to revise the applications for Small Business of the Year and Small Business Start-up of the Year. Staff has made the application available to all of the downtown merchants and encouraged them to submit applications. Applications are due on January 5 and winners will be announced at the Chamber's Annual Awards Dinner on January 26, 2017.
- Staff participated with the DGDC Board in the Christmas Parade on December 3rd.
- Staff assisted Gretchen in hosting the DGDC Christmas Party on December 10th.
- Staff attended a Large Staff Meeting on December 6th and Employee Appreciation Event on December 8th.
- Staff created ads for Go, Buzz, News-Argus and billboards on Wayne Memorial for upcoming events.
- DGDC Downtown Limited Edition Christmas Ornament Sales: An annual fundraising effort of the DGDC that featured the F-86H and the water tower this year. We have sold over 300 of the 2016 ornaments.
- Staff filmed WGTV segments to promote downtown.
- Staff held a conference call with Downtown Greensboro about the TIGER Grant and application.
- Santa Stumble: A restaurant/bar promotion held December 9th from 8 to 12 pm. Over 100 people participated.
- Selfie with the Elfie: A retail promotion event held December 1 to December 23 with participating merchants.
- Shop the Block: A retail/restaurant promotional event held December 2nd and 3rd.
- Trolley Rides: Staff and DGDC administered 3 of the 4 planned trolley rides downtown held on Tuesdays from 6 to 8pm. One was canceled due to rain. All were well attended.

Upcoming Events/Activities Staff are Preparing For:

- Father of the Bride: January 20-21 at the Paramount

Businesses Opened Over the Month or Are Planning to Open Soon:

- Manifest Home, 107 N. Center Street
- All About Taxes, 107 N. John Street, 103 N. John Street
- Goldsboro Brew Works, 207 N. John Street, December 2nd Ribbon Cutting
- Off Center Pizza, 115 E. Walnut Street, December 14th Ribbon Cutting

Other Activities or Projects that Occurred:

- Erin presented on behalf of DGDC at the December 20th SJAFB Newcomer's Briefing.
- Staff met with 5 potential new property owners and/or new business interests.
- Staff met with and visited 27 current business owners during the month.
- During the month, staff received 91 visitors, 467 phone calls in, 132 phone calls out, 2,975 emails in, 1,647 emails out, 120 hours (approximately) of visits/meetings with businesses/property owners.

Information Technology

Monthly Report – December, 2016

Prepared by: Jamie Metz

- Continued deployment of new computers. Completed all primary machine installs and configurations.
 - Configured machines and deployed by department.
 - Installed new computers, keyboards, and mice at for each station scheduled to receive new equipment. Removed all old equipment after installation.
 - Provided each user with detailed instructions at first log on in the form of a letter and/or verbal instructions.
 - Provided post deployment education to Employees on new computer use, as needed.
 - Provided assistance with new hardware/software functionality.
 - Restored file folders and documents from old machines as needed.
- Replaced US Cellular flip phones with iPhones for Public Works to expedite the use of Cityworks and Cityworks Mobile. Phone numbers did not change during this process.
- Installed a portable camera system at Goldsboro Event Center – Golf Pro Shop area to cover golf cart/bag building areas.
- Completed the install of a Brocade switch at the Disaster Recovery Site to provide increased bandwidth for the site replication.
- Installed cables and televisions for all Fire Stations to allow the MobileCAD to be viewed in the stations making staff aware of the calls coming in to the 911 center more rapidly.
- Performed numerous software installs/updates, website updates and email archive file repairs.
- Created a new App Server.
- Updated Garage RTA Software

2016	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	296	383	306	355	351	444	419	455	406	470	497	457	403
Tickets Closed	319	354	266	375	322	437	432	458	374	456	403	475	389

2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	305	291	359	311	271	303	319	310	387	416	255	216	312
Tickets Closed	350	276	343	290	261	281	317	284	322	431	249	187	300

Monthly Highlights

- ✓ **Bldg. Maintenance:** 70+ misc items--helped finance remove old records, cleaned flooded city hall basement, etc.
- ✓ **Solid Waste:** Continue to oversee collection and removal of debris associated with hurricane Matthew.
- ✓ **D&C:** Completed 52 sewer repairs--majority are in direct support of engineering's I & I project.
- ✓ **Streets & Storms:** Removed asphalt parking lot at old clubhouse location.
- ✓ **Streets & Storms:** Completed upgrade/final repairs at 103 Jessica Place--new pipe installed and area graded.

Departments		2016												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	6.0	16.3	5.8	14.2	4.0	7.4	27.7	39.3	29.2	11.1	28.1	16.1
	Lines Camera'd (1000-ft)	4.2	16.7	5.6	3.2	3.4	2.5	0.0	1.0	4.6	7.3	10.7	7.6	5.6
	Water Repairs	28	19	26	21	21	44	21	30	16	10	43	27	25.5
	Sewer Repairs	5	4	10	4	4	3	5	6	5	4	34	52	11.3
	Hydrants Replaced/Fixed	22	8	18	37	8	42	29	23	15	4	12	18	19.7
	Meter Install/Changed	66	67	71	43	52	33	51	58	25	20	34	38	46.5
Bldg Maint.	Radio, Electrical, Bldg	149	142	52	100	183	119	138	213	206	103	115	138	138.2
	Sign Repairs	39	56	74	74	61	67	72	70	61	53	65	66	63.2
Garage	Total Work Orders	337	273	288	301	371	304	353	362	296	368	227	307	315.6
	Total Fuel Cost (x1000)	\$ 58	\$ 49	\$ 53	\$ 51	\$ 55	\$ 48	\$ 57	\$ 62	\$ 45	\$ 66	\$ 38	\$ 48	52.5
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.0	0.8	0.9	0.8	0.9	0.9	0.8	1	1.1	0.9
	Recyclables (tons)	101	96	99	77	104	104	95	89	93	80	109	95	95.2
	Leaf-n-Limbs (x1000 tons)	0.6	0.5	1.6	0.8	1.0	1.0	0.9	0.8	0.8	0.7	1	1.2	0.9
Cemetery Funerals		7	6	6	8	6	10	7	7	6	3	4	10	6.7
Streets & Stormwater	Utility Cut Repairs	0	8	16	0	21	25	6	19	2	9	11	1	9.8
	Pot Hole Repairs	100	111	52	151	58	97	30	37	19	31	36	74	66.3
	Streets Swept (miles)	93.3	125	129	83.4	174	193	126	193	93	143	139	102	132.9
	ROW Mowing (ac)	0	0	9	27.0	44.0	63.0	55.0	38.5	24.0	8.0	0	0	22.4
	City-Owned Lots Mowing	0	0	2	160	122	124	166	156	274	65	95	0	97.0
2015														
Distribution & Collections	Utility Line Maint (1000-ft)	5.3	4.7	7.3	5.7	21.8	11.8	9.2	11.9	8.9	6.7	12.1	5.9	9.3
	Lines Camera'd (1000-ft)	2.0	0.6	4.7	15.2	6.3	1.5	4.2	5.3	7.1	9.7	4.5	7.0	5.7
	Water Repairs	16	25	13	13	19	21	16	12	20	14	7	12	15.7
	Sewer Repairs	2	8	2	2	2	4	4	4	17	10	8	5	5.7
	Hydrants Replaced/Fixed	0	1	7	28	7	1	3	75	59	48	22	11	21.8
	Meter Install/Changed	70	90	105	102	112	96	45	36	81	97	62	61	79.8
Bldg Maint.	Radio, Electrical, Bldg	71	127	142	162	121	134	113	118	96	119	94	98	116.3
	Sign Repairs	113	59	82	45	96	76	82	70	62	58	17	41	66.8
Garage	Total Work Orders	252	234	195	236	221	294	310	298	252	286	229	256	255.3
	Total Fuel Cost (x1000)	\$ 63	\$ 45	\$ 45	\$ 46	\$ 85	\$ 55	\$ 64	\$ 57	\$ 53	\$ 59	\$ 46	\$ 48	55.5
Solid Waste	Refuse (x1000 tons)	0.9	0.6	0.9	0.9	1.0	0.8	1.0	0.9	0.9	1.0	1	0.87	0.90
	Recyclables (tons)	89	89	125	105	113	88	108	105	51	52	74	112	92.6
	Leaf-n-Limbs (x1000 tons)	0.6	0.5	0.9	1.0	0.9	0.8	0.9	0.8	0.7	0.9	0.6	0.87	0.79
Cemetery Funerals		4	5	3	4	3	3	4	5	10	4	6	5	4.7
Streets & Stormwater	Utility Cut Repairs	1	0	16	9	2	15	12	11	25	20	3	3	9.8
	Pot Hole Repairs	98	7	84	54	74	48	30	16	36	34	101	49	52.6
	Streets Swept (miles)							159	210	105	205	74.9	87.1	140.1
	ROW Mowing (ac)	0	0	0	22.8	45.0	19.0	42.0	40.5	42.0	0.0	0	0	17.6
	City-Owned Lots Mowing	0	0	0	62	131	127	97	127	66	102	38	0	62.5



Finance Department **Monthly Report - December 2016**

F. [Name], Finance Director

FY 2016-17

GENERAL FUND

		Actual	Adjusted Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Revenues					
Tax Revenues		\$ 7,771,061	\$ 16,403,300	\$ 7,652,440	46.65%
License & Permits		190,771	401,200	166,557	41.51%
Revenue Other Agencies		8,049,109	18,098,989	8,092,799	44.71%
Charges for Services		2,241,285	4,550,543	2,545,331	55.93%
Capital Returns		3,644,290	337,200	216,460	64.19%
Miscellaneous Revenues		408,444	1,100,000	160,217	14.57%
FB Withdrawal/PO Appropriation			3,344,074		
Total		\$22,304,960	\$ 44,235,306	\$ 18,833,804	42.58%
		Actual	Adjusted Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Departmental Expenditures					
Mayor/Council		\$ 186,911	\$ 375,799	\$ 151,892	40.42%
City Manager		567,254	1,259,989	329,831	26.18%
Human Resources Management		303,920	582,355	308,000	52.89%
Community Relations		93,838	133,365	62,803	47.09%
Paramount Theater		209,789	445,060	265,538	59.66%
Goldsboro Event Center			212,118	61,522	29.00%
Inspections		348,504	874,579	369,084	42.20%
Downtown Development		170,762	432,005	219,478	50.80%
Information Technology		465,119	1,406,220	846,420	60.19%
Public Works - Adm.		197,717	458,016	246,871	53.90%
Garage		1,032,282	1,965,758	1,050,565	53.44%
Garage Credits		(658,773)	(1,550,000)	(636,727)	41.08%
Building & Traffic Maint.		276,046	550,537	299,348	54.37%
Cemetery		193,373	302,963	173,215	57.17%
Finance		570,174	1,236,989	588,031	47.54%
Office Supplies Credits		(4,198)	(9,000)	(3,505)	38.94%
Planning & Redevelopment		431,105	2,108,795	832,321	39.47%
Postage Credits		(10,855)	(30,000)	(8,707)	29.02%
Streets & Storms - General		798,767	1,637,684	902,943	55.14%
Streets & Storms - Utilities		350,996	771,324	333,530	43.24%
Street Paving		110,457	987,125	217,125	22.00%
Solid Waste		1,705,305	2,742,551	1,467,392	53.50%
Engineering		410,568	1,053,000	434,456	41.26%
Fire Department		3,035,282	7,059,239	3,013,946	42.70%
Police Department		3,948,426	9,625,185	4,440,330	46.13%
Special Expense Fees		5,737,531	5,357,519	2,662,236	49.69%
Parks & Recreation		1,334,028	3,646,283	1,685,489	46.22%
Golf Course		363,236	599,848	354,269	59.06%
Total		\$22,167,563	\$ 44,235,306	\$ 20,667,696	46.72%

UTILITY FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Charges for Services		\$ 7,766,350	\$ 15,651,688	\$ 7,446,495	47.58%
	Capital Returns		5,553	9,000	11,662	129.58%
	Miscellaneous Revenues		119,900	728,000	115,943	15.93%
	FB Withdrawal/PO Appropriation			\$ 2,078,586		0.00%
	Total		\$ 7,891,803	\$ 18,467,274	\$ 7,574,100	41.01%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
	Distribution & Collections		\$ 1,432,573	\$ 2,906,887	\$ 1,480,786	50.94%
	Water Treatment Plant		2,327,300	5,480,978	2,068,622	37.74%
	Water Reclamation Plant		2,504,871	8,093,839	2,576,004	31.83%
	UF - Capital		475,655	1,037,690	307,792	29.66%
	Compost Facility		305,899	947,880	257,875	27.21%
	Total		\$ 7,046,298	\$ 18,467,274	\$ 6,691,079	36.23%
DOWNTOWN DISTRICT FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Tax Revenues		\$ 25,193	\$ 73,833	\$ 24,832	33.63%
	Capital Revenue		71	65	87	133.85%
	FB Withdrawal/PO Appropriation			33,945		
	Total		25,264	107,843	24,919	23.11%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Spent
	Downtown District		\$ 69,880	\$ 107,843	\$ 39,729	36.84%
	Total		\$ 69,880	\$ 107,843	\$ 39,729	36.84%
OCCUPANCY TAX FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Occupancy Tax/Civic Center		\$ 180,611	\$ 529,600	\$ 352,802	66.62%
	Occupancy Tax/Travel & Tourism		180,611	132,400	88,201	66.62%
	County of Wayne Occupancy Tax			132,400	22,586	
	Capital Returns/Misc./Property Sale		\$ 9,807	\$ 600	\$ 1,856	0.00%
	FB Withdrawal/PO Appropriation		\$ -	\$ 637,401		
	Total		\$ 371,029	\$ 1,432,401	\$ 465,445	32.49%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
	Civic Center		\$ 289,906	\$ 1,163,692	\$ 207,524	17.83%
	Travel & Tourism		174,869	268,709	110,170	41.00%
	Total		\$ 464,775	\$ 1,432,401	\$ 317,694	22.18%

PLANNING DEPARTMENT

MONTHLY REPORT - DECEMBER, 2016

Prepared by: Sally Johnson

General Tasks

During the month of December, the Planning staff served as liaison with Technical Coordinating Committee and Transportation Advisory Commission. In addition to reviewing and signing off on all commercial and residential building and sign permits, the staff has continued to prepare for upcoming meetings and has overseen contracted projects for the MTP Update and a turning movement count inventory. On-going projects include tree and stump removal, preparation of transportation-related documents, leases of farm property and preparation of case reports. Work has continued on having case files scanned into the City's system. Code enforcement staff mailed out 20 violation notices and scheduled 57 hours for Community Service workers during the month of December.

2016

Planning Commission	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Rezoning, CUP, Site Plans, Bd. of Adj. and Subdivisions	5	2	6	6	5	4	9	6	4	0	4	4	55	5.0
Historic District Commission														
Certificates of Appropriateness (In-House/Major)	0/1	1/1	2/0	1/0	2/0	0/0	0/0	1/2	0/1	0	3/0	0/1	10/6	.8/.5
Code Enforcement														
Grass Cutting and Illegal Dumping/Cases/ Cost	8/ \$375	0/ \$0	0/\$0	26/ \$1,320	72/ \$3,830	97/ \$5,135	63/ \$3,750	102/ \$5,750	62/ \$3505	24/ \$1,135	13/ \$685	0/\$0	467/ \$25,485	39/ \$2,124
Repeat Offenders	6	0	0	11	50	71	41	91	52	21	12	0	355	30
Junk Vehicles Tagged/Towed	0/6	8/0	18/2	35/4	24/6	20/0	8/0	18/3	28/6	20/6	30/1	0	209/ 34	17/3
Illegal Signs Removed	48	124	60	14	40	60	42	6	8	22	130	39	593	50

2015

Planning Commission	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Rezoning, CUP, Site Plans, Bd. Of Adj., Annexations and Subdivisions	4	4	4	9	0	1	4	6	3	10	6	5	56	5.0
Historic District Commission														
Certificates of Appropriateness	1	1 4 In-House	1 In-House	4 In-House	5 In-House	8 In-House	4 In-House	2/5 In-House	1/3 In-House	0/1 In-House	0	1/2 In-House	6/37	.5/3
Code Enforcement														
Grass Cutting	0	0	0	9/\$600	83/\$4,715	42/\$2,235	83/\$4,585	49/ \$2,840	62/ \$4,125	67/ \$3,635	47/ \$3,080	0/0	442/ \$25,815	37/ \$2151
Repeat Offenders	0	0	0	8	38	34	79	47	58	46	43	0	353	32
Junk Vehicles Tagged/Towed	2/0	4/0	2/0	0/0	0/0	0/0	0/0	0/0	2/0	20/4	9/2	15/4	54/10	4.5/.8
Illegal Signs Removed	150	150	75	30	150	20	5	5	40	50	82	50	767	64

**ENGINEERING DEPARTMENT
MONTHLY REPORT - DECEMBER 2016**

Prepared by: Guy M. Anderson, P. E.

Stoney Creek Sanitary Sewer Outfall Rehabilitation Project

- Construction is approximately 67% complete;
- Projected completion date is February 6, 2017;
- Change Order #2 is being prepared for adding three additional sewer segments for cured in place pipe lining.

Stoney Creek Stream Enhancement – Phase II

- City Engineer is preparing CWMTF cost report, payment request, and required documentation for project reimbursement.

New Hope Road Multi-Use Path

- Through the end of December, the project is approximately 73% complete;
- Projected completion date is April 25, 2017;
- Timber pilings are installed and the boardwalk section will be completed in January.

2015 Priority Sewer Rehabilitation Project – Phase 2

- Phase II construction is approximately 98% complete;
- Waiting on contractor to CCTV sewer lines on Change Order No. 1 to determine additional rehabilitation work.

2015 Priority Sewer Rehabilitation Project – Phase 3

- Additional flow monitoring is complete;
- Final report delivered;
- Construction plans being developed.

Center/Holly Street Water Tank

- Engineering is soliciting informal bids to remove the spire to determine complete repairs needed;
- Engineering is coordinating with TNEMAC to provide a coating recommendation.

Humphrey Street Paving

- The surveying phase for sections of Humphrey Street has been completed;
- Staff has completed approximately 30% of the design phase of this project.

Hurricane Matthew Storm Damage Repair

- Advertisement for bids was published on December 18th and bid opening is scheduled for January 30th;
- This project contains pavement and storm drainage repairs in the following areas:
301 S. Virginia Street, 304 W. Walnut Street, 901 W. Mulberry Street, 907 W. Mulberry Street, 1201 E. Walnut Street, 1014 Evergreen Avenue, 301 S. Virginia Street, 207 N. Carolina Street, Mulberry Street at Virginia Street, 208 E. Pine Street, Daisy Street at Walnut Street, Spruce Street, Mulberry Street at Georgia Avenue, and Georgia Avenue at Mulberry Street.

Best Management Practices (BMPs) Inspections

- Approximately 220 BMPs have been approved and 162 BMPS have been constructed to date;
- All BMP inspections have been completed through the month December 2016.

TIGER Grant Projects

Police Station Evidence/Storage Facility Project

- The building project is currently under evaluation by an architect;
- Staff is awaiting the preliminary report from architect.

Gateway Bus Parking at Public Works Complex Project

- Engineering staff provided design layout;
- Staff is reviewing options for the final design of the project.

Goldsboro Fire Department Monthly Report – December 2016

Report Prepared By: *Gary Whaley* GW/CL

Fire Prevention and Outreach

- December 3rd – Honor Guard, Explorers and Eng. 1 participated in the Goldsboro Christmas Parade
- December 9th – Station 1 Tour – Edgewood Developmental School
- December 9th – Public Education – Jingle in the Park
- December 10th – Public Education – Jingle in the Park
- December 10th – Public Education – S Andrews St.
- December 15th – Station 2 Tour – North Drive Elementary School

Working Structure Fires

- 12/11 – 809 Prince Ave.
- 12/14 – 1104 Lemon St.
- 12/16 – 1100 Edgerton St.
- 12/17 – 103 S Alabama Ave.
- 12/27 – 608 Mulberry St.
- 12/27 – 907 S Madison Ave.

Working Vehicle Fires

- 12/05 – 505 N Berkeley Blvd.
- 12/06 – 2120 Wayne Memorial Dr.
- 12/11 – 1805 Wayne Memorial Dr.
- 12/19 – 202 Brazil St.

<u>2016</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	192	218	216	230	243	229	238	242	247	317	231	219	235
Structure Fires:	5	5	3	8	9	6	3	5	3	2	4	6	5
EMS Calls:	74	68	94	90	81	88	87	80	71	92	87	73	82
Vehicle Accidents:	24	55	45	41	39	36	39	35	51	46	42	44	41
Fire Alarms:	37	30	33	46	60	37	49	52	57	72	35	36	45
Other:	52	60	41	45	54	62	60	70	65	105	61	60	61
Training Hours:	2148	2077	2210	2081	1688	1798	1535	1498	1829	971.5	1426	941.5	1683
Safety Car Seat Checks:	4	1	5	8	3	11	2	16	28	0	11	3	8
Inspections:	45	90	89	87	100	106	96	84	82	37	59	37	76
<u>2015</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	202	210	196	179	187	224	207	181	227	199	207	215	203
Structure Fires:	8	5	6	9	6	6	5	7	1	7	12	7	7
EMS Calls:	67	70	91	73	68	75	85	70	91	76	70	82	77
Vehicle Accidents:	40	33	28	31	25	48	28	28	40	35	44	43	35
Fire Alarms:	39	46	29	34	40	52	50	31	53	36	39	49	42
Other:	48	56	42	32	48	43	39	45	42	45	42	34	43
Training Hours:	2018	2029	2257	1820	1586	1839	1787	2266	2093	2018	1397	995	1842
Safety Car Seat Checks:	13	9	12	13	11	4	3	9	12	15	4	3	9
Inspections:	41	56	154	115	123	84	124	74	62	57	52	37	82

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

Goldsboro Police Department Monthly Report -December 2016

Report Prepared by: Michael D. West MDW/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for December 2016 were 239 compared to 237 for November 2016.

Property with an estimated value of \$147,707 was reported stolen while property with an estimated value of \$60,850 was recovered.

Officers arrested 203 people and 232 citations were issued during the month. There were 62 drug -related charges.

There were 0 report(s) of assault on an officer.

Revenue collected for December 2016 included:

Police Reports	\$158.00
Fingerprints	\$110.00

UCR COMPARISON & TREND													
2016	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG
OFFENSE													
Homicide	1	1	0	0	1	1	4	0	0	1	2	0	0.9
Rape(&attempts)	0	0	1	1	0	0	1	0	0	0	0	0	0.3
Robbery	11	5	4	8	7	9	4	8	5	7	5	11	7.0
Aggravated Assault	19	20	33	22	16	40	15	22	15	54	17	34	25.6
Simple Assault	48	32	32	41	25	40	43	21	38	36	28	27	34.3
Breaking & Entering	63	38	56	36	41	29	36	29	24	47	47	37	40.3
Larceny	132	111	89	127	126	111	143	124	80	141	132	117	119.4
Motor Vehicle Theft	8	8	7	3	11	11	10	11	6	10	6	12	8.6
Arson	0	0	1	1	0	1	0	1	0	0	0	1	0.4
TOTALS	282	215	223	239	227	242	256	216	168	296	237	239	236.7
2015	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG
OFFENSE													
Homicide	0	0	0	1	0	1	0	3	1	2	1	0	0.8
Rape(&attempts)	0	0	2	0	0	0	0	0	0	0	0	0	0.2
Robbery	7	3	4	5	2	7	6	4	4	12	21	16	7.6
Aggravated Assault	21	10	26	13	23	45	31	55	21	40	40	38	30.3
Simple Assault	36	20	38	31	43	47	46	41	35	32	27	40	36.3
Breaking & Entering	34	22	27	49	49	57	43	35	51	60	65	49	45.1
Larceny	127	91	124	120	159	134	173	147	159	135	123	150	136.8
Motor Vehicle Theft	5	7	0	8	6	6	15	11	5	7	8	5	6.9
Arson	0	0	0	0	0	0	0	0	0	1	0	1	0.2
TOTALS	230	153	221	227	282	297	314	296	276	289	285	299	264.2

Prepared By: *W. Scott Barnard* SB/FLB/PM[illegible][illegible]

Public Utilities Department Monthly Report- December 2016

Report prepared by: Michael Wagner

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for December were 8.34 MGD. All of the city's 26 pump stations are operating well with ongoing repairs due to Hurricane Matthew.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly.

Compost Facility

One hundred and fifty four cubic yards of compost/mulch was sold in December 2016. The Compost Facility is running smoothly.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2016 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	4.491	4.592	4.682	4.712	4.933	5.174	5.067	5.155	5.135	5.104	4.845	4.535	4.869
Sewer**	12.99	16.24	10.37	8.01	9.07	6.98	7.32	6.62	8.34	14.81	8.80	8.34	9.82
CY Compost	482	88	610	496	1,234	510	626	572	404	134	308	154	468.2

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2015 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	4.315	4.659	4.280	4.367	5.579	5.401	5.276	5.106	4.909	4.676	4.460	4.535	4.797
Sewer**	11.94	10.39	13.13	12.08	11.79	8.41	7.63	6.79	7.23	9.21	13.20	12.44	10.35
CY Compost	159	64	469	1032	665	429	286	498	400	184	134	185	375

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD



Travel & Tourism Department Monthly Report – December 2016

Prepared by: Ashlin Glatthar

- 54 inquiries were fulfilled for the month of December by the TTO (Travel & Tourism Office).
- The TTO prepared 70 promotional items for the hotels for overnight guests.
- Total hotel revenue generated in November was \$1,564,592. The YOY increase is 35%.
- TTO awarded the digital marketing piece for WOW 2017 to Holly Harper with Blue Bike Communications.
- On December 1st, Ashlin Glatthar submitted the proposal to host the 2018 College Table Tennis Championships at the Ag Center.
- Ashlin met with Michael Everett several times through the month to strategize marketing efforts for Carolina Games Summit. On December 22, Ashlin and Michael finalized a social media schedule for Facebook and Twitter campaigns.
- Travel & Tourism launched their second Facebook video of the new series “The Adventures of Amber & Ashlin” to demonstrate all the fun things to do on a “rainy day.”
- Ashlin held a conference call with Meeting Max to explore how this company’s software can help track economic impact for tourism related events in Goldsboro.
- On December 22nd, Travel & Tourism hosted a Hotelier meeting at the Hampton Inn to discuss upcoming events and opportunities to promote local events to hotel guests.
- On December 5th, Ashlin met with the USTA planning committee to finalize tournament details. She also met with Scott B., Scott S., and Randy Guthrie that day to discuss Air Show marketing.
- Ashlin attended her New Hire Orientation on December 7th.
- Ashlin and Amber attended the all staff meeting and staff awards banquet on December 6th and 8th.
- Goldsboro hosted the rescheduled USTA Singles Championship December 9th-11th. Despite the cold weather, the tournament was a success with positive feedback on all aspects. USTA named Goldsboro their favorite tournament site in NC. \$1,700 in forfeited registration fees from teams unable to make it to the new tournament date was donated to the local chapter of the Salvation Army. That was in addition to the donations from the toy and food drive held at Herman Park all weekend.
- On December 13th, Ashlin attended the NC Sports Association meeting in Wilson. She networked with fellow sports commissions, CVB’s, and Parks & Rec departments, and she learned about current legislation affecting the NC sports market.
- On December 15th, Ashlin met with WGTV to promote the upcoming Praxis and Carolina Games Summit events this winter.
- On December 16th, Ashlin and George Wood scheduled a phone call to discuss county’s financial contribution to the 2015 Air Show.
- Ashlin met with two radio stations the week of December 19th (Alpha Media and Curtis Media) to learn about advertising reach and options in eastern NC. She is looking to build direct relationships with additional radio stations outside of the immediate Goldsboro market to bring visitors to our area.

Occupancy Tax Collections YTD

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Average
2016	\$53,901	\$74,014	\$64,909	\$66,722	\$69,073	\$77,434	\$67,869	58,613	86,744	87,662			\$336,980	\$57,836
2015	\$45,481	\$55,400	\$55,811	\$61,412	\$61,028	\$63,983	\$60,865	\$59,833	\$38,804	\$76,708	\$51,604	\$40,667	\$671,696	\$55,966
2014	\$55,941	\$49,095	\$42,148	\$49,886	\$54,001	\$37,148	\$77,739	\$55,459	\$53,322	\$43,632	\$41,980	\$33,130	\$593,481	\$49,457
2013	\$44,097	\$53,434	\$37,271	\$55,984	\$59,385	\$55,999	\$50,239	\$49,618	\$45,554	\$63,415	\$37,729	\$20,824	\$573,549	\$47,796

CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 17, 2017 COUNCIL MEETING

SUBJECT: CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb Street and Harrell Street

BACKGROUND: The applicant requests a Conditional Use Permit to allow the operation of a convenience store within the Neighborhood Business zoning district.

Frontage: 146 ft.
Depth: 225 ft.
Area: 32,850 sq. ft., or 0.75 acres
Zoning: Neighborhood Business

The property was formerly operated as Bob's Supermarket but has been vacant for some time.

DISCUSSION: The applicant previously operated a convenience store at Brookside Market at the corner of South Slocumb Street and Seymour Street. He intends to relocate his business to the subject property.

The existing building, which was constructed in 1965, contains 9,019 sq. ft. Based on one parking space per 200 sq. ft. of gross floor area in the structure, a total of 45 parking spaces would be required.

The site contains approximately 20 paved parking spaces, none of which would comply with the City's off-street parking design standards relative to backing movements and circulation space. There is additional space at the rear of the property which could be paved and striped. However, the applicant has requested a modification to allow the existing parking on the site to remain. He contends that the majority of his business will be pedestrian-oriented and that relocating and paving would be cost prohibitive. The City would, however, require that the existing spaces be restriped due to fading and, if necessary, that bumper guards be installed.

Curb and gutter does not exist along either Slocumb Street or Harrell Street and access to the parking area is predominantly open along both frontages.

Fifteen (15) ft. wide Class B buffer yards are required along the northern and western property lines. In addition, street trees and interior plantings are required in order to meet UDO landscaping requirements. The applicant is requesting a modification of the buffer, street tree and interior planting requirements.

At the public hearing held on December 19, 2016, the applicant spoke in favor of the request and one person appeared and spoke in opposition.

The Planning Commission, at their meeting on December 19, 2016, recommended denial of the Conditional Use Permit based of the request not meeting the City's UDO requirements as to parking, paving, buffers and landscaping.

On January 3, 2017, Council deferred action on this request.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and adopt an Order denying the request for a Conditional Use Permit to allow the operation of a convenience store within the Neighborhood Business zoning district.

Date: 1-11-2017



Planning Director

Date: _____

City Manager

ssj

CITY OF GOLDSBORO

STATE OF NORTH CAROLINA

ORDER DENYING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on December 19, 2017 to consider Conditional Use Permit application number:

CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb
Street and Harrell Street

to allow the operation of a convenience store within the Neighborhood Business zoning district, having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **denial** from the Goldsboro Planning Commission pertaining to said application, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
 - a. Will materially endanger the public health or welfare; or
 - b. Will substantially injure the beneficial use of adjoining or abutting property; or
 - c. Will not be in harmony with existing development and uses within the area in which it is located; or
 - d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.

The Goldsboro City Council finds that development of a convenience store within the Neighborhood Business zoning district at this location, if developed according to plans submitted:

- **may endanger the public health or welfare;**
- **may substantially injure the beneficial use of adjoining or abutting property; and**
- **may not be in harmony with existing development and uses within the area in which it is located.**

Further, the City's Unified Development Ordinance sets forth regulations as they pertain to parking, paving, buffers and landscaping. If the site is developed according to submitted plans, modifications of those requirements would be necessary as follow:

- 1. Class B (15 ft. wide) buffer yards along the northern and western property lines;**
- 2. Street tree plantings;**
- 3. Interior landscaping;**
- 4. Off-street parking design standards; and**
- 5. Number of required off-street parking spaces from 45 to 20.**

Based upon the foregoing FINDINGS OF FACT, the City Council makes the CONCLUSION that the proposed use **does not** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Zoning Ordinance.

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council accepted the recommendation of the Planning Commission and denied the applicant's request for a Conditional Use Permit to allow the development of a convenience store within the Neighborhood Business zoning district.

Therefore, because the City Council concludes that the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT **HAVE NOT BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT to allow the development of a convenience store within the Neighborhood Business zoning district be **DENIED**.

Thus ordered this _____ day of _____, 2017.

Chuck Allen, Mayor

James D. Womble, City Attorney

CU-17-16
ISHMAIL QANDEEL



CU-17-16
ISHMAIL QANDEEL

