



**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND CITY COUNCIL**  
**CITY OF GOLDSBORO**  
**COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET**  
**FEBRUARY 19, 2018**



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

- I. ADOPTION OF THE AGENDA**
- II. WORK SESSION–5:30 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
  - OLD BUSINESS**
    - a. Boards and Commissions Appointments
  - NEW BUSINESS**
- III. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
  - Invocation (Chaplain Colin Munroe, Wayne UNC Health Care)
  - Pledge to the Flag
- IV. ROLL CALL**
- V. APPROVAL OF MINUTES (\*Motion/Second)**
  - A. Minutes of the Work Session and Regular Meeting of December 18, 2017
- VI. PRESENTATIONS**
  - B. Golden STAR Award Recipients (Human Resources)
- VII. PUBLIC HEARINGS**
  - C. CU-1-18 SWR Properties, LLC - North side of Patetown Road between Industry Court and North William Street (Planning)

**PLANNING COMMISSION EXCUSED**
- VIII. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- IX. CONSENT AGENDA ITEMS (\*Motion/Second--Roll Call)**
  - D. Resolution of Support - Construction of the Atlantic Coast Pipeline (Planning)
  - E. Award the Stream Debris Removal Project Contract (Finance)
  - F. Sale of Surplus Real Property, Tax ID #3600-01-5022, 1007 N. Center Street, as recorded in the Wayne County Registry (Finance)
  - G. Authorization of an Installment Financing for the Hardware to enhance the City's Network (Finance)
  - H. Contract Award for Union Station Roof Replacement, Bid No. 2017-06 (Downtown Goldsboro)
  - I. Municipal Maintenance Agreement with NCDOT-Schedules C and D for Computerized Traffic Signal System (Engineering)
  - J. 40th Annual Greater Goldsboro Road Run—Temporary Street Closing (Police)
  - K. Fourth Annual Three Eagles Beer Festival – Street Closing Request (Police)
  - L. Departmental Monthly Reports
- X. ITEMS REQUIRING INDIVIDUAL ACTION (\*Motion/Second)**
  - M. Amending Chapter 32 Boards and Commissions of the Code of Ordinances of the City of Goldsboro (City Manager)
- XI. CITY MANAGER'S REPORT**
- XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS**
  - N. Resolution Expressing Appreciation for Services Rendered By Donald G. Collins Jr. as an Employee of the City of Goldsboro for More Than 29 Years
- XIII. CLOSED SESSION**
- XIV. ADJOURN**

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD  
DECEMBER 18, 2017

**WORK SESSION**

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on December 18, 2017 with attendance as follows:

Present:

- Mayor Chuck Allen, Presiding
- Mayor Pro Tem David Ham
- Councilmember Antonio Williams
- Councilmember Bill Broadaway
- Councilmember Mark Stevens
- Councilmember Bevan Foster
- Councilmember Gene Aycock
- Jim Womble, Attorney
- Scott Stevens, City Manager
- Melissa Corser, City Clerk
- Octavius Murphy, Assistant to the City Manager
- Jimmy Rowe, Planning Director
- Jennifer Collins, Assistant Planning Director
- Kaye Scott, Finance Director
- Rick Fletcher, Public Works Director
- Chad Edge, Public Works Deputy Director
- Mike West, Police Chief
- Mike Wagner, Deputy Public Works Director - Utilities
- Bernadette Carter-Dove, HR Director
- Ashlin Glatthar, Travel & Tourism Director
- Scott Williams, IT Director
- James Farfour, Interim Fire Chief
- Shycole Simpson-Carter, Community Relations Director
- Julie Metz, DGDC Director
- Felicia Brown, Assistant P&R Director
- Allen Anderson, Chief Building Inspector
- Keith Smith, Consultant
- Rochelle Moore, Goldsboro News-Argus
- Ken Conners, News Director-Curtis Media Group East
- Carl Martin, Citizen
- Lonnie Casey, Citizen
- Bobby Mathis, Citizen
- Della Mathis, Citizen
- Shirley Edwards, Citizen (arrived 5:09 p.m.)
- Yvonnia Moore, Citizen (arrived at 6:02 p.m.)
- Sylvia Barnes, Citizen (arrived at 6:23 p.m.)

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

**Invocation.** Councilmember Broadaway provided the invocation.

**Adoption of the Agenda.** Upon motion of Councilmember Broadaway, seconded by Councilmember Stevens and unanimously carried, Council adopted the agenda.

**Modify City Charter to Change Voting Structure.** Mr. Womble stated at the last meeting a question was asked regarding the Mayor voting on all issues or changing it so that the Mayor only votes to break a tie. It is outlined in the Charter that the Mayor votes on all items before the Council. There are two ways to amend a charter, one is by local legislation and the other is a process in G.S. 160A-102 where you vote to show intent to change it, also vote to have a public hearing, advertise the public hearing and then take a vote within 45 days after the public hearing is held.

Council discussed the options and debated the issue.

Councilmember Broadaway made a motion to keep the Mayor's voting rights as they are currently laid out in the Charter (to vote on all matters before the city council).

Councilmember Aycock seconded the motion. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Broadaway, Stevens, and Aycock voted in favor of the motion.

Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

**City Attorney Discussion.** Mr. Stevens shared a draft agreement from Mr. Ron Lawrence and hourly rates were provided to Council. The draft agreement does include a 90 day out clause should Council want to do something different. It would take 2 or 3 months to go through a selection process.

Mayor Allen stated at the end of the year, Attorney Womble is retiring as City Attorney and we need legal counsel beginning in January. I know I have personally looked at trying to have our own staff attorney and it is not cost effective. I would recommend we keep it like we have it and go with Ron Lawrence.

Councilmember Foster asked about Attorney Justin Minshew.

Mr. Womble stated you would have everyone within the law firm doing whatever is needed for the City.

Council discussed options.

Councilmember Williams expressed concerns regarding not having a contract in place for over 40 years with previous city attorneys and not letting other attorneys bid.

Councilmember Williams also expressed concerns regarding conflict of interests and friendships between councilmembers and Attorney Womble.

Council continued discussion.

Councilmember Stevens made a motion to move forward with the contract for Mr. Ron Lawrence as city attorney. Councilmember Broadaway seconded the motion. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Broadaway, Stevens and Aycock voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

**Stormwater Declining Block Fee Structure.** Mr. Rick Fletcher continued discussions with Council regarding the stormwater declining block fee structure. Mr. Fletcher provided a declining block comparison; Scenario 1 was based on \$4.50/\$3.00/\$2.00/\$1.00; Scenario 2 was based on \$4.50/\$3.75/\$3.00/\$2.50.

Councilmember Foster expressed concerns regarding fairness to residents.

Councilmember Broadaway stated we also have to think about recruitment of businesses.

Council discussed rates.

Councilmember Foster made a motion to hold off on until they get more information. Councilmember Williams seconded the motion. Councilmember Foster and Williams voted in favor of the motion. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Broadaway, Stevens and Aycock voted against the motion. Mayor Allen stated the motion failed 2:5.

Mayor Pro Tem Ham made a motion to accept the declining block schedule presented in Scenario 1. The motion was seconded by Councilmember Broadaway. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Broadaway, Stevens and Aycock voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

Councilmember Foster left at 6:03 p.m.

**2018 Summer Youth Employment Update.** Ms. Shycole Simpson-Carter provided an update on the 2018 Summer Youth Employment Initiative which included the following:

- Program Committee Recommendations:
  - 60 youth participants for Summer 2018
  - Continue to partner with Goldsboro Housing Authority, Wayne Community College and NC Works Career Center
  - City provide funding of \$45,400 for (47) slots; \$35,900 from General Funds and \$9,500 from CDBG. (13) additional slots are recommended to be funded from sponsor partners when cash support for the program is available.
  - Two tracks with no more than (30) youths for at least (20) hours a week.
- Eligibility Requirements including income guidelines
- 2018 Program Schedule

Ms. Simpson-Carter also provided a copy of the application, worksite agreement and worksite job description forms.

Mayor Allen stated I'm thinking of two or three employers that I believe would hire 5 or 10 kids and I believe they would pay for them, themselves. If that did work and we grow the program, do we need to hire a couple of people to help you administer the program? Ms. Simpson-Carter stated maybe as a part of the strategic plan, five years down.

Mr. Stevens stated we have talked about someone part-time to assist this summer. If you have companies interested in hiring and paying for kids to participate in the program, then I do think we bring someone on now, to work with employers. If you have two or three that we could talk to and we just need to vet two or three and we do not go with a large call, if they are going to pay for themselves, the logistics are, do they hire the kids directly and we just give them kids they can interview, if we are going to payroll them and the employer pays us that gets a little more logistically challenging. We do not want to open it too broad too fast.

Mayor Allen stated he would make contact with the three he has in mind and if he receives positive feedback he will let staff know.

Ms. Simpson-Carter reviewed the hiring process.

Councilmember Williams stated I am hearing a lot of round, and round talk and no solutions. The Mayor and I attended a session in Charlotte and saw what other cities were doing; 47 jobs are inadequate. I asked to be a part of these committees and I have not received any information. Who is on these committees and who is creating these jobs? Mr. Manager, was that your call; 47 jobs?

Mr. Stevens stated Councilmember Williams we have talked consistently, it is not a money thing; it is a managing of people. If the Council wants us to hire more kids, and you want us to dramatically hire more, we will bring back a proposal, it will take another person to do it and it will take coordinating with businesses. To put more on existing staff is not right. Councilmembers should not be involved in the hiring of these kids, no offense, that is a staff responsibility.

Council continued discussion. Council asked staff to bring back at the first meeting in January.

**Mayor's Quote.** Mayor Allen shared he recently saw a quote "Ecce quam bonum" which basically means, "Behold how good and pleasant it is when brothers and sisters live together in unity." He asked Council if they were ok with him placing posters around city hall with this phrase. Council agreed the Mayor could proceed.

**Consent Agenda Review.** Each item on the Consent Agenda was reviewed.



There being no further business, the meeting recessed until the 7:00 p.m. meeting.

### **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 18, 2017 with attendance as follows:

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

Absent: Councilmember Bevan Foster

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

Bishop Anthony Slater with Tehillah Church Ministries provided the invocation. The Pledge to the Flag followed.

**Approval of Minutes.** Upon motion of Councilmember Aycock, seconded by Councilmember Williams and unanimously carried, Council approved the Minutes of the Work Session and Regular Meeting of September 5, 2017 and the Minutes of the Work Session and Regular Meeting of October 16, 2017 as submitted.

Mayor Allen read the following Resolution.

**Resolution Expressing Appreciation for Services Rendered by James P. Rowe, Jr. as an Employee of the City of Goldsboro for More Than 37 Years.**  
**Resolution Adopted.** James (Jimmy) Rowe retires on January 1, 2018 as the Planning Director with the Planning Department of the City of Goldsboro with more than 37 years of service. Jimmy began his career on February 20, 1980 as a Planning Technician II with the Planning Department. On October 24, 1984, Jimmy was promoted to Planning Technician III with the Planning Department. On July 3, 1985, Jimmy was promoted to Zoning Administrator with the Planning Department. On April 8, 1998, Jimmy was promoted to Assistant Planning Director with the Planning Department. On September 4, 2013, Jimmy was promoted to Planning Director with the Planning Department where he has served until his retirement. Jimmy has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro. The Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Jimmy Rowe their deep appreciation and gratitude for the service rendered by him to the City over the years. We express to Jimmy Rowe our deep appreciation and gratitude for the dedicated service rendered during his tenure with the City of Goldsboro. We offer Jimmy our very best wishes for success, happiness, prosperity and good health in his future endeavors.

Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council adopted the following entitled Resolution.

RESOLUTION NO. 2017-85 “RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY JAMES P. ROWE JR. AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 37 YEARS”

Mayor Allen stated Jimmy knew the ordinances and would always do whatever he could to help. Mayor Allen stated he is the best dressed city employee we have ever had. We appreciate everything you have done and we are going to miss you.

Mr. Scott Stevens stated I have worked for Jimmy for 6 ½ years, much more closely these past 3 plus years. Jimmy is a quiet natured fellow, public recognition he does not appreciate but he is certainly deserving of it but he is one that doesn't really want to be in the limelight. He's dependable, he is here early, he is here late, someone has to close up the building, he is one of the one's taking care of us, and making sure things are taken care of here. He is good natured, he has a sense of humor and like the Mayor said, he knows the rules; part of being the enforcer is working with the development community and I know Jimmy has worked awfully hard to help the community understand and get through our rules. I just want to say thank you Jimmy on behalf of myself and other city employees, you are one of those shoes that will be hard to fill. We will have someone else as our Planning Director in the future but it will not be Jimmy Rowe, it will be someone who takes time to catchup, we can't replace the experience and years of service. Thank you, thank you. I wish you a long and happy retirement.

Mr. Jimmy Rowe stated first of all I want to thank Scott for giving me the opportunity to serve as the Planning Director. I want to thank the Lord for giving me the abilities that I have and for giving me the opportunity to work for the City of Goldsboro. I've enjoyed my career with the City of Goldsboro. I've worked with some good people. I've worked with a lot of city councilmen, 4 city managers and I have to say I've enjoyed every one of them. I have not had one problem with my managers or either one of the councilmen. I appreciate all you have done. I appreciate the hard work that you do for the City of Goldsboro and just continue to do what you do. Thank you. I appreciate the citizens who have supported me throughout the years. Thank you.

**Golden STAR Awards.** Ms. Bernadette Carter-Dove, Human Resources Director shared the STAR award is to recognize employees in a timely manner for their contributions to the organization and the community. These contributions go above and beyond the normal scope of responsibilities of the performance of their duties.

The award focuses on customer service/professionalism, problem solving/quality improvement, teamwork/community partnership or other professional/personal achievement in a way that relates to the City's values and beliefs of integrity, professionalism, collaboration and promoting the quality of life. Anyone having knowledge of such characteristics displayed by an employee or group of employees may submit a nomination. The monthly recipients will receive a monetary award, a certificate signed by the City Manager and Mayor, and a pin signifying their STAR status.

Mayor Allen and Ms. Carter-Dove, Human Resource Director presented an award to the following employees for going above and beyond:

- Columbus Taylor, Jr., Annie Williams-Kornegay, Demetrius Cogdell, Jimmy Williford, Mehujael Corbitt, Donald Stokes, Matthew Langley, Michael Best, Nelson Artis, Kelvin Ferebee, and Brandon Young – Public Works Department

**Presentation of Plaque to James Womble, City Attorney.** Mayor Allen presented a plaque to Mr. James Womble that stated "In recognition of 10 years of dedicated and valued contributions to the City of Goldsboro as City Attorney." Mayor Allen stated Jim we appreciate everything you've done, we are going to miss you.

Mr. Womble stated I appreciate the honor to have worked with Council and the City. You have some fine employees. I've worked with them, walked neighborhoods getting easements signed at night. You have some dedicated people. I appreciate the opportunity.

**Z-11-17 Caudill, Cooke, and Warrick Properties – East side of North Berkeley Boulevard between Fallin Boulevard and Northwood Drive. Public Hearing Held.** The applicant requests a zoning change from Office and Institutional-1 to Shopping Center Conditional District with site plan approval required prior to development.

Frontage: 581.02 ft.  
Depth: 420 ft. (average)

Area: 4.0 Acres

Surrounding Zoning: North: Office & Institutional-1  
South: R-9 and R-16 Residential  
East: R-9, R-12, R-16 Residential  
West: R-16 Residential

The property is currently vacant woodland.

A Conditional District designation has been requested which, if approved, would allow commercial uses subject to development plan approval by the Planning Commission and City Council.

The City's adopted Land Use Plan designates the front portion of the property for Office and Institutional uses. The rear of the property is designated for Medium-Density Residential development.

City water and sanitary sewer lines are available to serve the subject property.

The properties can be accessed through Warrick Circle and Caudill Avenue. It is doubtful that NCDOT would approve any curb cut or access from North Berkeley Boulevard.

Shopping Center zoning exists just south of Hill Drive Circle (Berkeley Commons) and on either side of Fallon Boulevard to the south which is currently not developed.

Mayor Allen opened the public hearing. The following person spoke:

David Rouse, 123 E. Walnut Street, stated I am an attorney in Goldsboro and I represent Mr. Jackie Warrick and Ms. Dottie Warrick, property owners of the above referenced property. Mr. Rouse spoke in favor of the rezoning and the benefit of the rezoning to surrounding properties.

No one else spoke and the public hearing was closed.

No action necessary. Planning Commission will have a recommendation for the Council's meeting on January 8, 2018.

#### **Planning Commission Excused.**

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

1. Margie Warrick, Gloucester Road, stated I was asked to be the spokesperson for my neighborhood Hanley Acres and Spring Valley. Ms. Warrick shared concerns regarding the greenway including safety, littering, unwanted gatherings, vandalism and parking.
2. Gerald McCall, Glen Oak Drive, also shared concerns regarding the greenway.
3. Ms. Gerald McCall, shared concerns regarding the greenway and flooding.

Mayor Allen shared information regarding the greenway plan and connectivity. Mayor Allen apologized for not communicating better with neighborhood residents. We will monitor and please if you see anything call and report it. You can also call any of us, if there are problems, we will work to resolve them.

Mayor Pro Tem Ham stated I have spoken with a number of residents and I understand and appreciate your concerns. We will try to address specific concerns.

4. Carl Martin shared concerns regarding the length of time the water bill is received and the time to pay before the \$5 late penalty is added. He also wished everyone a Merry Christmas and happy holidays.

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

**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 Broadaway moved the items on the Consent Agenda, Items D, E, F, G, H and I be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Stevens 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:

**Sale of Surplus Real Property, Tax ID #3600-00-4091, 826 N. Center Street, as recorded in the Wayne County Registry. Approved.** In November 2017, the City of Goldsboro received an offer from Mount Carmel Free Will Baptist Church for said property. Mount Carmel Free Will Baptist Church as the adjoining property owner has offered to pay the City the sum of \$1.00 to acquire this property.

The City of Goldsboro and the County of Wayne acquired this property in May 2017 through foreclosure. At the November 21, 2017 County Commissioners' meeting, the Commissioners declared the substandard property as surplus and authorized the sale. The property's tax value is listed as \$2,140.

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

Staff recommended Council accept the offer from Mount Carmel Free Will Baptist Church in the amount of \$1.00 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**Authorization of Public Information Officer Position. Approved.** When the FY 2017-18 budget was adopted in June, Council reaffirmed the full-time positions outlined in the budget document. There were 456 full-time positions authorized. At the October 2, 2017 meeting, Council authorized two (2) Stormwater Maintenance & Equipment Operator positions, which brings the total to 458 full-time positions.

At the December 4, 2017 meeting, Council discussed adding a full-time Public Information Officer position to focus on the City's social media presence. This position would be authorized within the City Manager's Division. So that the City's budget document lists all of the full-time positions with the appropriate pay grades, I am recommending that the following position be authorized in the FY 2017-18 budget.

<u>Position</u>	<u>Grade</u>	<u>Pay Range</u>
Public Information Officer	77	\$45,881-72,493

Current salary allocations should be sufficient funding for this position and benefits.

Staff recommended Council authorize the Public Information Officer position within the FY 2017-2018 budget. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**Establishing the Capital Projects Fund Ordinance and Budget Amendment – Phase 4 Sewer Collection Rehab Project. Ordinance Adopted.** The City of Goldsboro determined that it is necessary and in the best public interest to undertake a wastewater collection system rehabilitation project. The City Council was awarded a State Revolving Loan in the amount of \$6,268,382 for this rehabilitation project from the North Carolina Department of Environment and Natural Resources.

In June 2017, we received notification from the North Carolina Department of Environment and Natural Resources that financing was being offered to the City of Goldsboro in the amount of not to exceed \$6,268,382 with \$500,000 in principal forgiveness at a zero interest rate. The City has signed the offer and acceptance for this State Revolving Loan.

Since this project has been approved by the North Carolina Water Infrastructure Environmental Quality in the amount of \$6,268,382, the Capital Projects Ordinance should be adopted to represent the balances of expenditures and revenues for this project.

Staff recommended Council adopt the following entitled Capital Projects Fund Ordinance in the amount of \$6,268,382. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**ORDINANCE NO. 2017-63 “AN ORDINANCE ESTABLISHING THE PHASE 4 SEWER COLLECTION REHABILITATION CAPITAL PROJECTS FUNDS”**

**Resolution Authorizing AMI Change Order. Resolution Adopted.** The City of Goldsboro awarded its new Water Utility Advanced Metering Infrastructure project to Ferguson/Sensus. Ferguson started the commercial meter installation in September with plans to start residential installation the first part of January 2018.

When Ferguson started the commercial installation, several of the 1” and 1 ½” meters had been installed using the MX1 boxes, which is the size meter box that is usually installed for residential ¾” meters. Since Ferguson will dig up the existing boxes during their installation, it is feasible to replace the boxes at that time. In addition, we observed that the meter lids downtown need to have the antenna recessed so that it would maintain a flat surface on the sidewalks.

Ferguson has estimated the additional MX5 larger meter boxes required were 200 and 20 lids for Downtown. The total cost of this change order is \$41,200.

Contingency funding is sufficient for this change order with the City’s AMI loan proceeds.

Staff recommended the following entitled Resolution be adopted authorizing the City Manager and Finance Director to sign the change order to purchase the additional meter boxes and lids with Ferguson/Sensus for the Water Utility Advanced Metering Infrastructure Project. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**RESOLUTION NO. 2017-87 “RESOLUTION AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO SIGN CHANGE ORDER FOR WATER UTILITY ADVANCED METERING INFRASTRUCTURE PROJECT”**

**City Personnel Policy Revision. Approved.** The City Personnel Policy was last revised on April 4, 2016 to update several sections since the Policy was first approved July 12, 2007.

The Human Resources staff reviewed the Personnel Policy and identified Article VII, Section 2 – Holidays, which is being recommended for revision. After careful review, revisions were shared with the management team for comment and discussion. The recommended revisions will change the number of days observed at Christmas from two to three, resulting in an increase of observed holidays from a total of 11 to 12 days. In addition, the recommended revision will designate Friday as the day of the week to be observed when the holiday falls on a Saturday.

These revisions correspond to the holiday schedule of NC State Government and Wayne County Government.

The effected Article and Section is attached for your review. The recommended revisions will be made to the Personnel Policy upon approval of the attached document.

Staff recommended the City Council approve Article VII, Section 2 – Holidays, of the Personnel Policy as recommended. The revisions shall become effective December 18, 2017. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**Monthly Reports.** Accepted as Information. The various departmental reports for the month of November, 2017 were submitted for the Council's approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Broadaway/Stevens (7 Ayes)

**End of Consent Agenda.**

**City Manager's Report.** Mr. Stevens stated I would again like to thank Mr. Jimmy Rowe for his years of service and wish everyone a very merry and safe Christmas.

**City Attorney's Report.** Mr. Womble stated I would like to wish everyone a merry Christmas and a happy and prosperous New Year. Again, I enjoyed working with you all over the years, and I hope do to some more.

**Mayor and Councilmembers' Reports and Recommendations.** Mayor Allen read the following Resolution:

**Resolution Expressing Appreciation for Services Rendered by Russell E. Sweet as an Employee of the City of Goldsboro for More Than 16 Years.** Resolution Adopted. Russell Sweet retires on January 1, 2018 as a Utility Systems Operator with the Public Works Department of the City of Goldsboro with more than 16 years of service. Russell began his career on February 28, 2001 as a Laborer I with the Public Works Department. On September 13, 2003, Russell was promoted to Laborer II with the Public Works Department. On December 2, 2009, Russell was promoted to Utility System Operator with the Public Works Department where he has served until his retirement. Russell has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro. The Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Russell Sweet their deep appreciation and gratitude for the service rendered by him to the City over the years. We express to Russell Sweet our deep appreciation and gratitude for the dedicated service rendered during his tenure with the City of Goldsboro. We offer Russell our very best wishes for success, happiness, prosperity and good health in his future endeavors.

Upon motion of Councilmember Aycock, seconded by Councilmember Broadaway and unanimously carried, Council adopted the following entitled Resolution.

RESOLUTION NO. 2017-86 "RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY RUSSELL E. SWEET AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 16 YEARS"

Councilmember Williams stated I would like to wish everyone a Merry Christmas and a Happy New Year, especially to my family, friends and citizens.

Councilmember Broadaway stated I would like to thank Mr. Womble for his service. I would also like to wish everyone a Merry Christmas and a Happy New Year.

Councilmember Stevens stated I would like to wish Mr. Rowe and Mr. Womble a happy retirement. I would like to wish everyone a Merry, Merry Christmas.

Mayor Pro Tem Ham stated last week we held our annual employee appreciation day and we had a large turnout. What I got to see was a group of dedicated employees who take their jobs seriously. We see it every day and I hope the citizens see it too. We had one gentleman who had been with the city for 40 years. I would like to wish everyone a Merry Christmas and a Happy New Year, best wishes to your family as well.

Councilmember Aycock stated I would like to express my appreciation to Mr. Womble for being a friend as well as our city attorney. Over the last six years, I have come to really appreciate his wisdom. I can't say enough about Jimmy Rowe. Merry Christmas and a Happy New Year.

Mayor Allen stated I want to thank Jimmy for his many years of service. Mr. Womble, I want to thank you for your years of service, and all that you have done not only for the City of Goldsboro but for the City itself. You have been very involved and we appreciate that. It is Christmas time, please do everything you can to help those who are not as fortunate as we are. Please remember to shop local, help our community, merchants and small businesses. He also reminded everyone to help keep the community clean. I wish everyone a safe and happy holiday.

There being no further business, the meeting adjourned at 7:48 p.m.

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Chuck Allen  
Mayor

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Melissa Corser, MMC/NCCMC  
City Clerk

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2017 COUNCIL MEETING

**SUBJECT:** PUBLIC HEARING  
CU-1-18 SWR Properties, LLC - North side of Patetown Road  
between Industry Court and North William Street

**BACKGROUND:** Applicant requests a Conditional Use Permit to allow the  
construction and operation of a concrete business.

Frontage: 730.75 (Patetown Road)  
750.83 (Industry Court)

Area: 11.9 acres

Zone: I-2 General Industry

A concrete business is permitted within the I-2 zoning  
district after the issuance of a Conditional Use Permit  
approved by City Council.

The site was formerly occupied by Americal Corporation and  
was purchased by the applicant in 2004.

**DISCUSSION:** The site is occupied by a 52,000 sq. ft. masonry block, brick  
and metal commercial building divided into individual  
tenant spaces for lease. Uses within the building include a  
restaurant, nail spa, electrical supply and hardware  
company.

The applicant now proposes to locate a concrete plant  
directly behind the main commercial building.

Number of employees: 11

Hours of Operation: 7:30 a.m. - 5:30 p.m.  
(Monday-Saturday)

Access: While there is existing access to the site through two  
curb cuts on Patetown Road, the applicant proposes that the  
main access to the concrete business will be provided  
through a 20 ft. wide gated asphalt driveway to the site off  
Industry Court.

Parking: Parking is based on 1 space per 2 employees and 1  
space for each vehicle stored on site. Sufficient paved  
parking exists at the rear of the building for employees of the  
concrete business as well as the 3 vehicles that are  
anticipated to be stored on the site.



Site is subject to stormwater and drainage regulations as required by the City Engineering Department.

The submitted site plan shows a proposed 14 ft. by 14 ft. office building located adjacent to a 62.94 ft. tall concrete silo, belt conveyor and batch hopper for transporting aggregates for cement production.

According to the City's Unified Development Code, any structure exceeding 50 ft. in height in a non-residential district shall be setback from the adjoining property lines a minimum distance of 150% of the structure's height. Based on the height of the concrete silo (62.94 ft.) a minimum setback of 94.5 ft. from each property line is required. Applicant has indicated that the silo will be relocated in order to meet this requirement.

An existing 6 ft. tall chain-link fence with barbed wire encloses the site. City's UDO requires that fencing be screened from all adjacent developments and from public view. Applicant intends to install privacy slats within the existing fence to meet this requirement.

Street trees are shown along both Patetown Road and Industry Court. Additional shrubs will be required along Industry Court. Applicant has requested a modification of the City's landscaping requirements along the northern and western property lines since privacy fencing will screen adjacent developments.

The City's UDO requires that a concrete plant may not be located less than 1,000 ft. from residentially zoned or developed property. Residentially-zoned property exists immediately to the southeast across Patetown Road, as well as to the north and west. A modification of the 1,000 ft. requirement will be necessary.

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

Date: 02/14/18

  
Interim Planning Director

Date: \_\_\_\_\_

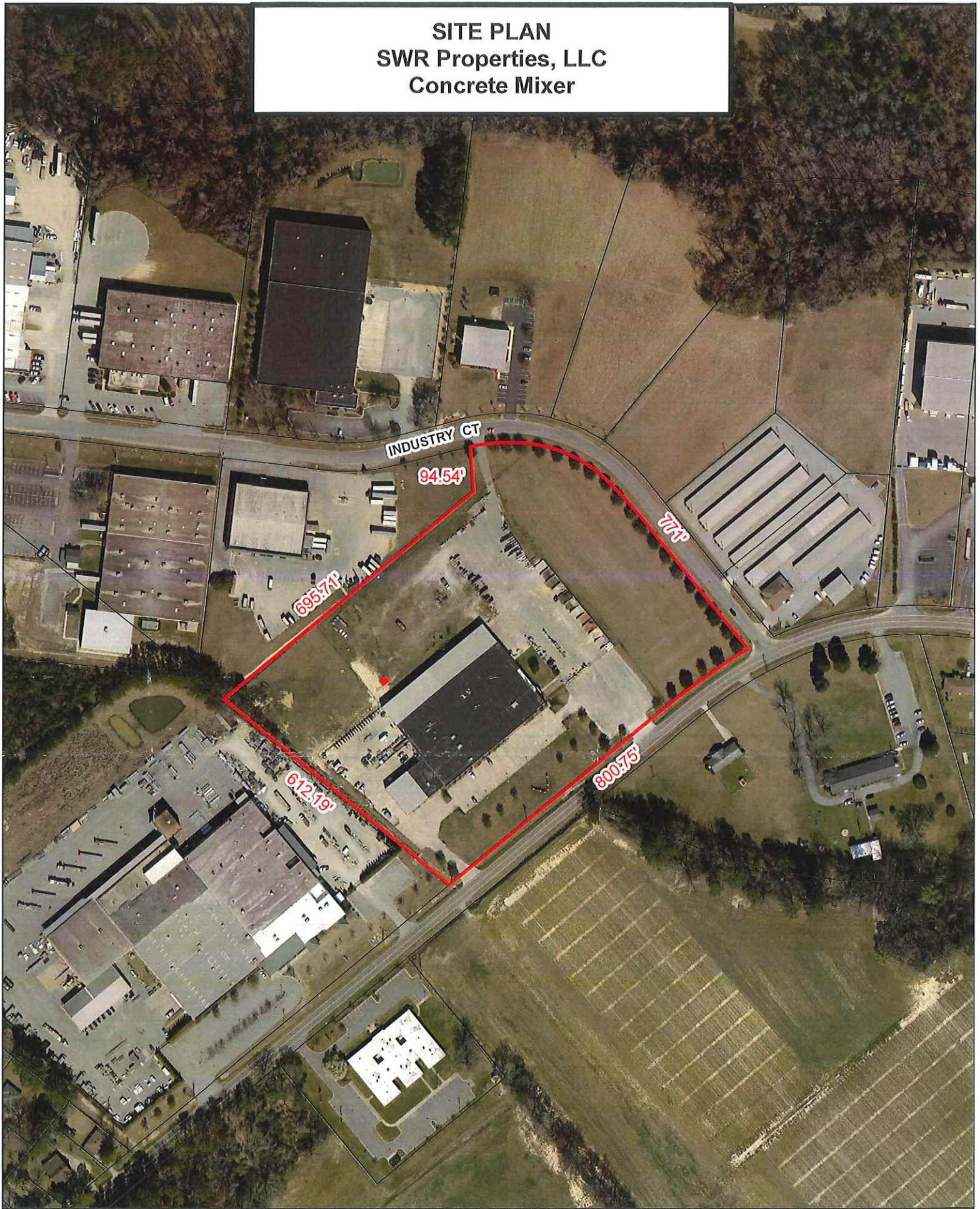
\_\_\_\_\_  
City Manager

**SITE PLAN**  
**SWR Properties, LLC**  
**Concrete Mixer**





**SITE PLAN**  
**SWR Properties, LLC**  
**Concrete Mixer**







CITY OF GOLDSBORO

AGENDA MEMORANDUM

FEBRUARY 19, 2018 COUNCIL MEETING

- SUBJECT:** Resolution of Support - Construction of the Atlantic Coast Pipeline
- BACKGROUND:** Dominion Energy, Duke Energy, Piedmont Natural Gas and Southern Company Gas have centuries of experience providing reliable electric and natural gas service to millions of customers in the Southeast. These four leading U. S. utility companies have partnered in the construction of the Atlantic Coast Pipeline. As the leading percentage owner of the project, Dominion Energy will be responsible for the actual construction and operation of the pipeline.
- DISCUSSION:** The Atlantic Coast Pipeline (ACP) is a critical infrastructure project that will strengthen the economic vitality, environmental health and energy security of the Mid-Atlantic region. Public utilities in Virginia and North Carolina need new, lower-cost supplies of natural gas to generate cleaner electricity, heat the home of a growing population and power new industries like manufacturing.
- The pipelines serving our region are fully tapped and unable to keep up with consumer demand. Businesses are having their service shut off on the coldest winter days and new industries are being turned away because the region's pipeline infrastructure is too constrained.
- This underground natural gas transmission pipeline will transport new supplies of natural gas from West Virginia to communities where it is urgently needed in Virginia and North Carolina. The pipeline will help the region lower emissions, improve air quality, grow local economies and create thousands of new jobs in manufacturing and other industries.

The infrastructure project is projected to generate \$377 million a year in energy cost savings, \$28 million a year in new local tax revenue, 17,240 new jobs in the construction industry and 2,200 new jobs in manufacturing and other new industries.

The 600-mile underground ACP will originate in West Virginia, travel through Virginia with a lateral extending to Chesapeake, VA, and then continue south into eastern North Carolina. The ACP route through North Carolina will begin in Northampton County and move southwest about 200 miles through eight counties (Northampton, Johnston, Cumberland, Nash, Robeson, Halifax, Wilson and Sampson) before ending in Robeson County in the southern end of the state.

\$1.2 billion in capital expenditures will be spent in North Carolina as a result of the development of the ACP. Annually from 2019-2038, the state will benefit from \$48 million in labor income and \$82 million in gross state product from the pipeline.

The ACP will boost the economy and generate new opportunities for people in Eastern North Carolina. It means more jobs, better economic stability and more affordable, reliable energy to power homes and businesses. In order for Eastern North Carolina to prosper and regain economic significance, natural gas infrastructure is a critical component to attract manufacturers and businesses.

RECOMMENDATION: By motion, adopt the attached Resolution supporting the construction of the Atlantic Coast Pipeline.

Date: 02/13/18

  
Interim Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

**RESOLUTION NO. 2018 –**

**A RESOLUTION SUPPORTING THE  
CONSTRUCTION OF THE ATLANTIC COAST PIPELINE**

**WHEREAS**, the Atlantic Coast Pipeline (ACP) construction proposes the installation of a natural gas pipeline that will run through eight North Carolina counties as it crosses the state from the Virginia border to just north of the South Carolina border; and

**WHEREAS**, the ACP is a vitally important infrastructure project that will ensure the economic vitality, environmental health, and energy security of the Mid-Atlantic region; and

**WHEREAS**, this 600-mile natural gas transmission line will run from Harrison County, West Virginia to Robeson County in our state; and

**WHEREAS**, a lack of natural gas pipeline capacity, especially in eastern North Carolina currently limits North Carolina's access to the economical and environmentally friendly form on energy; and

**WHEREAS**, the pipeline will help the region lower emissions, improve air quality, grow local economies, and create thousands of new jobs in manufacturing and other industries; and

**WHEREAS**, the route of the proposed 600-mile route of the ACP will pass through the eastern part of North Carolina; and

**WHEREAS**, North Carolina Partners in the project are Duke Energy and Piedmont Natural Gas, and the natural gas transported through the ACP will be used by these public utilities to generate cleaner electricity, heat homes and power local businesses; and

**WHEREAS**, this will be an economic tool for many in Eastern North Carolina, as many businesses have been turned away because the region's energy infrastructure is too constrained.

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

1. It offers full support of the construction and completion of the Atlantic Coast Pipeline as an economic tool to better enhance the lives of those living in Eastern North Carolina; and
2. This Resolution shall be in full force and effect from and after its adoption this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

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City Attorney

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City Manager

Item : E

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 – COUNCIL MEETING

SUBJECT: Award the Stream Debris Removal Project Contract

BACKGROUND: The City of Goldsboro applied for a grant with the North Carolina Department of Agriculture and Consumer Services for stream debris removal resulting from Hurricane Matthew. On May 15, 2017, Council authorized the City Manager to enter into an agreement on behalf of the City for \$105,355 under the Disaster Recovery Act of 2016 with the North Carolina Department of Agriculture and Consumer Services.

DISCUSSION: The City was approved for the vegetative debris and downed trees at the Big Ditch, Howell Creek, Mimosa Park Ditch, Stoney Creek and Little River Arbitrary. The City opened bids for this stream debris removal project on January 3, 2018. Of the five bidders, two of the bidders were disqualified for not including the required bid bond. The lowest responsive bidder was Three Deuces, Inc. that submitted a total bid amount of \$48,222. A bid tabulation is attached for Council's review.

There are adequate grant funds available to cover the cost of this contract.

RECOMMENDATION: It is recommended that Council adopted the attached resolution authorizing the City Manager and City Clerk to enter into a contract with Three Deuces, Inc. in the amount of \$48,222 for the Stream Debris Removal Project.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kaye Scott, Finance Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Stevens, City Manager



RESOLUTION NO. 2018-

RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO  
SIGN A CONTRACT WITH THREE DEUCES, INC.

WHEREAS, the City of Goldsboro wishes to enter into a contract with Three Deuces, Inc. for the Stream Debris Removal Project; and

WHEREAS, Three Deuces, Inc. cost for this project is \$48,222.

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

1. The City Manager and City Clerk are hereby authorized to sign a contract with Three Deuces, Inc.
2. This Resolution shall be in full force and effect from and after this the \_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

## IFB2017-21

### STREAM DEBRIS REMOVAL PROJECT

**Bid Opening Date: January 3, 2018 @ 2PM**

Bidder's Contact Information	Addendums	Bid Bond / Check	Minority Business	E-Verify	IRAN Divestment	Total Amount of Bid
Enterprises G. Inc. 2408 Jones Street Winterville, NC 28590 <a href="mailto:gedgar86@hotmail.com">gedgar86@hotmail.com</a>	√		√	√	√	\$28,000.00
Three Deuces Inc. 36115 Lock One Road Pearl River, LA 70452 <a href="mailto:briantorrans@yahoo.com">briantorrans@yahoo.com</a>	√	√	√	√	√	\$48,222.00
Santee Modular Homes, Inc. 233 Merri Oaks Court Santee, SC 29142 <a href="mailto:smh@santeedebris.com">smh@santeedebris.com</a>	√	√	√	√	√	\$49,799.00
Ultra Services, Inc. 3608 Seaford Road Seaford, Virginia 23696 <a href="mailto:aholmes@ultraservicesinc.biz">aholmes@ultraservicesinc.biz</a>	√	√	√	√	√	\$123,602.80
J & J Environmental LLC 1815-C Virginia Road Edenton, NC 27932 <a href="mailto:ldroze76@gmail.com">ldroze76@gmail.com</a>	√		√	√	√	\$124,498.00

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

SUBJECT: Sale of Surplus Real Property, Tax ID #3600-01-5022, 1007 N. Center Street, as recorded in the Wayne County Registry.

BACKGROUND: In February 2017, the City of Goldsboro received an offer from Teresa Woods for said property. Teresa Woods, as the adjoining property owner, has offered to pay the City the sum of \$1.00 to acquire this property.

The City of Goldsboro and the County of Wayne acquired this property in July 2016 through foreclosure. At the February 6, 2018 County Commissioners' meeting, the Commissioners declared the substandard property as surplus and authorized the sale. The property's tax value is listed as \$1,300.

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

RECOMMENDATION: By motion, accept the offer from Teresa Woods in the amount of \$1.00 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro.

Date: \_\_\_\_\_  
Kaye Scott, Finance Director

Date: \_\_\_\_\_  
Scott Stevens, City Manager



Wayne County / City of Goldsboro  
1007 N. Center St.  
PIN 3600015022

SEABOARD ST

A ST

N CENTER ST

SWAN ST

39'

96.77'

96.77'

39'



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

SUBJECT: Authorization of an Installment Financing for the Hardware to enhance the City's Network

BACKGROUND: The City has implemented a Technology Replacement Plan to regularly upgrade computers and equipment along with replacement of servers/storage in a timely manner to meet the City's growing technology needs.

In 2012, 2013, and 2016, the City of Goldsboro issued three (3) other IT equipment leases. The final payments on the 2012 and 2013 leases were paid in July 2016 and December 2017 respectfully.

DISCUSSION: At the February 5, 2018 Council Meeting, Council agreed that the IT equipment needs would be best if divided into two leases. One lease would be \$478,000 with a closing date of March 15, 2018 and the other in August 2018 for \$372,000.

The City needs to update the following equipment:

1.	90 MDT Laptops for the Police and Fire Vehicles	\$360,000
2.	Storage for City Network	60,000
3.	2 Servers to Host Virtual Environment	10,000
4.	Phone System Upgrade	30,000
5.	2 Large Format Plotters/Printers for Bldg. Maint.	<u>18,000</u>
	Total	\$478,000

The estimated cost for equipment and upgrades is approximately \$478,000. SunTrust Bank shall retain the interest rate of 3.04% for a fifty-nine (59) month term with closing fee of \$250. The first payment which is estimated to be \$102,600 will be due February 2019 and will be included as part of the FY 2018/2019 budget.

North Carolina General Statute 160A-20 allows cities to enter into installment contracts for the financing of personal property acquisitions.

RECOMMENDATION: Council, by motion, adopt the attached Resolution contracting with SunTrust Equipment Finance and Leasing Corporation for the installment financing of \$478,000.

Date: \_\_\_\_\_  
Kaye Scott, Finance Director

Date: \_\_\_\_\_  
Scott Stevens, City Manager

**RESOLUTION OF GOVERNING BODY #2018-**

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 19<sup>nd</sup> day of February 2018, the following resolution was introduced and adopted:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 05, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the governing body of **CITY OF GOLDSBORO, NC**, (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in Equipment Schedule No. 05 to the Master Lease Agreement (collectively, the “Lease”) between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, (“Lessor”) and Lessee the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and Lessee has determined that it may lawfully pledge its full faith and credit and taxing powers to its obligations under the Lease; and

WHEREAS, the funds made available under the Lease will be deposited with **SUNTRUST BANK** (the “Escrow Agent”) pursuant to an Escrow Agreement between Lessor, Lessee, and Escrow Agent (the “Escrow Agreement”) and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment; and the execution and delivery of the Lease and the Escrow Agreement; and

WHEREAS, Lessee proposes to enter into the Lease with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and the Escrow Agreement with Lessor and Escrow Agent substantially in the forms presented to this meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:**

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the “Financing Documents”) in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Finance Director of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: F e b . \_\_\_\_\_, 2018

**CITY OF GOLDSBORO, NC,**  
Lessee

By: \_\_\_\_\_  
Name: Kaye Scott  
Title: Finance Director

Attested By: \_\_\_\_\_  
Name: Melissa Corser  
Title: City Clerk



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

**SUBJECT:** Contract Award for Union Station Roof Replacement, Bid No. 2017-06.

**BACKGROUND:** The City of Goldsboro (City) and the North Carolina Department of Transportation (NCDOT) began discussing a partnership in 2005 to acquire and restore Union Station, a National Registered Historic Landmark located at 101 N. Carolina Street. The purpose was to secure the Station for future reuse as a passenger rail hub and develop a multi-modal transportation complex to create a seamless transportation hub including GWTA, our local transit provider.

NCDOT acquired the property in 2007 with the intent to transfer ownership to the City to enable grant and funding opportunities to secure its rehabilitation. The City accepted ownership in April 2009. This partnership led to two grants, one provided by NCDOT and another by the Federal Highway Administration, where the City provided matching funds to acquire and stabilize the building. Approximately \$2,200,000 has been invested to date, including: property acquisition, temporary structure stabilization construction, select demolition, and professional services that resulted in a historic finishes analysis, environmental studies and rehabilitation construction plans. The City's total investment in the Union Station building to date is \$220,000.

Since 2009, no Union Station building investments have been made other than the development of construction plans funded through one of the aforementioned grants. The building's roof is in need of immediate attention as weaknesses in the roof system are causing damage to the interior and structure threatening its future existence.

**DISCUSSION:** At the 2016 City Council Retreat, NCDOT offered a \$286,000 grant to replace the roof as specified in the construction plans of 2010-11 and as approved by the State Historic Preservation Office. This grant required a municipal agreement and a 50% match by the City equaling \$286,000 for a total budget of \$572,000.

At the August 1, 2016 City Council meeting, a municipal agreement was executed for Phase 1 of this project which included roof engineer services to reexamine the building and update the roof construction plans. Phase 1 allocated \$40,000 with the City participating at 50% (\$20,000) and NCDOT at 50% (\$20,000).

The plans are complete and the project was advertised for bid on December 10, 2017. A mandatory pre-bid meeting was held January 3, 2018 and three (3) sealed bids were opened January 16, 2018.

The Century Slate Company was the low bid with a base bid of \$378,516.00 and an Alternate #1 bid of \$56,276.00 for a total of \$434,792. A copy of the certified bid tabulation is attached. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
The Century Slate Co.	\$378,516, Alt. #1: \$56,276

Curtis Construction Co.	\$547,329, Alt. #1: \$75,500
Owens Roofing, Inc.	\$529,975, Alt. #1: \$95,700

The Phase II recommended budget consists of the following:

a) Construction Cost:	\$434,792.00
b) Contingency:	\$43,479.20 (10%)
c) Roof Engineer Construction Admin. <u>Services Not-To-Exceed Fee:</u>	<u>\$38,314</u>
Total:	\$516,585.20

Based on NCDOT's grant offer of \$286,000, the total budget was \$572,000. Forty thousand (\$40,000) was spent for Phase I construction plan services leaving a balance of \$532,000. The Phase II recommended budget outlined above is within the available grant funding parameters. The City's 50% required match will result in a cost of \$258,292.60 including a contingency of \$25,829.26. This expense is not currently in the City of Goldsboro 2017-18 budget.

Phase II requires a supplemental agreement between the City and NCDOT. NCDOT staff will present an agreement to the City for execution per your action to the recommendation below.

RECOMMENDATION: By motion,

- 1) Authorize the Mayor to enter into a supplemental agreement with NCDOT for Phase II that is consistent with Phase I for the use of NCDOT and City of Goldsboro funds to conduct roof replacement and structural repair construction for Union Station (draft copy attached), and
- 2) Adopt the attached Budget Ordinance amending the 2017-18 fiscal year budget by:
  - a. Decreasing the Unappropriated Fund Balance of the General Fund in the amount of \$258,293.
  - b. Increasing the line item in the City Manager's budget entitled "Union Station" (11-1012-4989) in the amount of \$258,293to permit the Union Station Roof Replacement.
- 3) Authorize the Mayor to accept the bid and execute a contract with The Century Slate Company for the roof replacement construction work in the amount of \$434,792, and
- 4) Authorize the Mayor to accept the professional services proposal by R. Tad Furrow, PE in the amount of \$38,314 for Phase II Engineering Services, Construction Administration (copy attached).

Date: \_\_\_\_\_  
Julie Metz, Downtown Development Director

Date: \_\_\_\_\_  
Scott Stevens, City Manager

ORDINANCE NO. 2018-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE  
CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR

WHEREAS, in 2007, the North Carolina Department of Transportation and City of Goldsboro began to secure and stabilize the Goldsboro Union Station structure and surrounding site; and

WHEREAS, North Carolina Department of Transportation is willing to provide a grant to replace the roof at Union Station, which is being addressed in phases; and

WHEREAS, the low bid to replace the Union Station Roof is \$434,792; and

WHEREAS, the agreement specifies that the City of Goldsboro and the NC Department of Transportation will share all related restoration expenses 50% State Grant Funds and 50% City of Goldsboro; and

WHEREAS, the City's share would be \$258,293; and

WHEREAS, since the funds were not appropriated in the operating budget for FY 2017-18, the City of Goldsboro needs to appropriate the \$258,293 matching funds in the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2017-18 be amended by:

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$258,293.
2. Establishing the line item in the City Manager's Division entitled "Union Station" (11-1012-4989) in the amount of \$258,293.
3. This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to form only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager



## **R. Tad Furrow, PE**

938 West Fifth Street Winston-Salem, North Carolina 27101  
Phone: 336-906-6733 Fax: 336-773-1298

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January 15, 2018

Julie Metz, Director  
City of Goldsboro Downtown Development  
Downtown Goldsboro Development Corporation  
219 N. John Street  
Goldsboro, NC 27530

RE: Goldsboro Union Station Roof Replacement  
Phase II Engineering Services  
Proposal for Construction Administration Services

Dear Julie:

I have prepared this proposal for professional engineering services for Phase II Engineering Services - Construction Administration for the roof replacement project at the Goldsboro Union Station in Goldsboro, North Carolina.

I typically bill construction administration services on an hourly basis with an estimated not to exceed number. This protects my client from unnecessary costs should there be less than average concealed conditions, fewer required inspections or should the contractor complete the project ahead of schedule; and it protects my firm from additional time expended responding to conditions or requests outside of my control.

R. Tad Furrow Consultants agrees, upon receipt of written authorization, to provide the following engineering services on an hourly basis for the estimated fees indicated below:

- Preconstruction meeting. Travel time, meeting, report/minutes. 10 hours @ \$95.00 per hour=\$950.00
- Review shop drawings and submittals. Twelve hours @ \$95.00/hour = \$1,140.00
- Visit site approximately weekly to inspect progress of work, confirm compliance with contract documents and confirm unit price quantities. Observe and analyze concealed conditions. Provide written report of observations documented with photographs. Travel time, inspection, report. Eight hours at \$95.00/hour = \$760.00 x 22 meetings = \$16,720.00
- Provide tracking reports of unit price quantities. Fifteen hours at \$95.00/hour = \$1,425.00

- Prepare change orders and obtain pricing from contractor. Review pricing and make recommendations to the Owner. Twenty-four hours at \$95.00/hour = \$2,280
- Structural inspections by structural engineer. Three on site inspections with reports. Eight hours each at \$120.00/hour = \$2,880.00
- Structural Change orders. Twelve hours at \$120.00/hour = \$1,440.00.
- Coordination of change orders, meetings between structural engineer, contractor and City of Goldsboro. Twenty -five hours at \$95.00/hour = \$2,375.00
- Review and approval of contractor's pay applications based on inspections and tracking of unit prices. One per month, two hours each = six hours at \$95.00/hour = \$570.00
- Visit site for punchlist inspection coordinated with the City of Goldsboro and the contractor. Compile punchlist items for project completion. Ten hours @ \$95.00/hour = \$950.00
- Visit site for final inspection coordinated with City to confirm punchlist items have been completed. Ten hours at \$95.00/hour = \$950.00
- Assemble final warranties and other closeout documentation to finalize project. Twelve hours at \$95.00/hour = \$1,140.00
- Reimbursable expenses for mileage, meals and other travel expenses. Twenty-eight total trips, including structural engineer, at 360 miles per round trip =  $10,080 \times \$0.545/\text{mile} = \$5,493.60$ .
- Any additional services outside of the construction administration services outlined in this proposal will be billed at current hourly rates. (This Item is not included in the total estimated amount)
- Engineer will not supervise, direct or otherwise impose any conditions not contained in the specifications and contract drawings. Engineer will not be responsible for contractor compliance with required safety practices.

Estimated project completion time is 180 days from notice to proceed.

Notice to proceed with these professional services can be accomplished by signing and returning this authorization.

Julie, I appreciate this opportunity and please call if you have any questions or need additional information.

Sincerely yours,

**R. Tad Furrow, PE**

A handwritten signature in black ink, appearing to read 'R. Tad Furrow', is written over a light gray rectangular background.

R. Tad Furrow, PE

#### A U T H O R I Z A T I O N

R. Tad Furrow, PE is authorized to proceed with the engineering services outlined above on an hourly basis at the rates indicated for item for a total estimated fee of \$32,820.00 and estimated reimbursable expenses of \$5494.00. These not to exceed amounts will not be exceeded without prior written approval. The City of Goldsboro agrees to pay monthly invoices within 30 days of receipt for completed services.

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Authorized Representative

Date

NORTH CAROLINA  
WAYNE COUNTY

1/31/2018

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

MUNICIPAL CONSTRUCTION  
AGREEMENT

AND

TIP: P-5100  
WBS:

CITY OF GOLDSBORO

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below ("Effective Date") by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the CITY OF GOLDSBORO, a municipal corporation, hereinafter referred to as the "Municipality". The Department and the Municipality shall be hereinafter referred to individually as a "Party" and collectively as "Parties".

#### WITNESSETH:

**WHEREAS**, the Municipality has proposed to make certain improvements to the historic 1909 Goldsboro Union Station, hereinafter referred to as the "**Project**", in Wayne County, North Carolina; and,

**WHEREAS**, the Department has approved the construction of said Project and has agreed to participate in the cost of the Project; and,

**WHEREAS**, the Department has programmed State Rail Funds for said improvements under Project P-5100, Wayne County; and,

**WHEREAS**, the Department and the Municipality have agreed to assume certain duties and responsibilities for said improvements as hereinafter set out; and,

**WHEREAS**, the Municipality fully understands that the Department's funding for this Project is contingent upon and subject to the receipt and availability of the appropriate State funds for the purpose set forth in this Agreement, and this Agreement shall automatically terminate if funds cease to be available.

**NOW, THEREFORE**, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of the Project it is agreed as follows:

### 1. SCOPE OF THE PROJECT

The Project shall consist of the repair and replacement of the roof at the historic Goldsboro Union Station, and any other improvements necessary to secure the integrity of the roof system. All work shall comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and with plans approved by the State Historic Preservation Officer.

## **2. ENVIRONMENTAL/PLANNING DOCUMENTATION**

The Department has prepared the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the State Environmental Policy Act (SEPA) and all other appropriate environmental laws and regulations.

## **3. DESIGN**

As agreed to by the Department and the Municipality in the Preliminary Engineering Reimbursement Agreement executed on August 22, 2016, the Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package) needed to construct the Project. All work shall be done in accordance with applicable State standards, specifications, policies and procedures. Said plans shall meet or exceed the Secretary of Interior's Standards for Historic Buildings. Project plans shall be submitted to the Department for review and comment.

## **4. RIGHT OF WAY AND UTILITIES**

### **A. RIGHT-OF-WAY**

It is understood by all Parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. All right of way (ROW) activities, including acquisition of easement/property and relocation shall be accomplished in accordance with North Carolina General Statutes, N.C.G.S. §136-44.36; Chapter 133, Article 2, Sections 133-5 through 133-18 (Relocation Assistance); and the North Carolina Department of Transportation Right of Way Manual.

### **B. UTILITIES**

It is understood by all Parties that there are no encumbrances (including, but not limited to, utilities, parking lots, building) in conflict with the Project. However, should it become necessary, the Municipality shall, without cost or liability to the Department, relocate and adjust all utilities and encumbrances in conflict with the Project.

### **C. RIGHT OF ENTRY FROM THE MUNICIPALITY TO DEPARTMENT**

The Municipality hereby grants the Department a Right of Entry for access to any necessary property in order to perform inspections.



## **5. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required final construction plans, and an estimate of Project costs (final PS&E package) to the Department for review and approval. Upon receipt of written authorization from the Department, the Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. Any work performed prior to written authorization to proceed from the Department will not be eligible for reimbursement.

## **6. CONSTRUCTION PROCEDURES**

The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said project and the procedures set out herein below shall be followed:

### **A. CONTRACTOR PROCUREMENT**

i. Force Account: The Municipality may use its own forces or an existing continuing contract to perform the construction work. If the Municipality elects to use force account or an existing service contract, the Municipality shall notify the Department and provide the Department with requested justification documentation.

ii. Advertising for Bids: If the Municipality advertises for construction bids, the Municipality shall follow applicable State procedures according to N.C.G.S. §143, Article 8.

iii. Construction Contractor Requirement: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Business Enterprises (MBE/WBE), or as required and defined in G.S. 136-28.4 and the North Carolina Administrative Code (N.C.A.C.) Title 19A Chapter 2, Subchapter D. These provisions are incorporated into this Agreement by reference

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **B. CONTRACTOR COMPLIANCE**

The Municipality, and/or its agents, shall be responsible for ensuring that its contractor complies with all of the terms of the contract and any instructions issued by the Department as a result of any review or inspection made by said representatives.

### **C. RIGHT TO INSPECT**

The Department may inspect any portion of the work being performed by Municipality and/or their contractors to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with approved plans and specifications found during an inspection must be

corrected. The Department shall make a final inspection of the complete work prior to final payment.

#### **D. CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

#### **E. E-VERIFY COMPLIANCE**

E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Parties warrant that they and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by any Party shall be considered a breach of this Agreement, which entitles the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

### **7. TIME FRAME**

The Municipality shall complete said work within twelve (12) months of execution of this Agreement. If the Municipality has not completed its responsibilities, or in the opinion of the Department, satisfactory progress has not been made, the unexpended balance of funds may be recalled by the Department and assigned to other projects by the Board of Transportation. A thirty (30) day notice will be given prior to recall date. The Municipality may petition the Department at least sixty (60) days in advance of the expiration of this Agreement for an extension of a three (3) month period due to extenuating circumstances.

### **8. FUNDING**

Subject to compliance by the Municipality with the provisions set forth in this Agreement, the Department shall participate in FIFTY PERCENT (50%) of the actual construction cost of the Project up to TWO HUNDRED EIGHTY SIX THOUSAND DOLLARS (\$286,000). Costs which exceed this amount shall be borne by the Municipality.

### **9. INVOICING THE DEPARTMENT**

The Municipality may bill the Department on a monthly basis for actual eligible construction costs as herein stated by submitting an itemized invoice to the Department's Rail Division. Proper supporting documentation, as required by the Department, shall accompany each invoice. By submittal of the invoice to the Department, the Municipality certifies that it have adhered to all applicable State laws, policies, rules, regulations and statutes as set forth in this Agreement.

#### **A. REIMBURSEMENT TERMS**

Reimbursement to the Municipality shall be made upon review and approval of the invoice by the Department's Rail Division, Office of Inspector General, and the Department's Financial Management Division.

## **B. REIMBURSEMENT GUIDANCE**

The Municipality shall be responsible for adhering to applicable administrative requirements of 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements". If the work is performed by Municipal force account, said invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying cost in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If the work is performed by a contractor, said invoices shall show the contract cost.

## **C. FINAL INVOICE**

The final invoice must be submitted within three (3) months of completion and acceptance of the project by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

## **D. UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

## **E. FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **F. AUDIT**

In accordance with 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements", Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal years end, to include the years in which the Municipality expends funds and the years in which the Department pays funds to the Municipality.

## **8. RECORD RETENTION**

The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Financial Management Division.

## **9. MAINTENANCE**

Upon completion of the Project, the Municipality shall, at no expense or liability to the Department, assume all maintenance responsibilities for the roof repairs and replacement.

## **10. OTHER PROVISIONS**

### **A. CONFLICT OF INTEREST**

No member, officer or employee of the Department or Municipality shall have any interest, direct or indirect, in this Agreement or the proceeds there from.

### **B. COMPLIANCE**

The Municipality, and/or their agents, shall comply with the following Federal policies: (a) Conflict of Interest; (b) Equal Employment Opportunity; and (c) Title VI – Civil Rights Act of 1964, as amended.

### **C. AGREEMENT MODIFICATIONS**

Any modification to this Agreement will be agreed upon in writing by all Parties prior to being implemented.

### **D. TRANSFER OF RESPONSIBILITIES**

The Department must approve any assignment or transfer of responsibilities of the Municipality set forth in this Agreement to other entities.

### **E. INDEMNIFICATION**

To the extent authorized by State and Federal claims statutes, the Parties shall be responsible for its respective actions under the terms of this Agreement, and indemnify and save harmless the other Party(s) for any claims for payment, damages, and/or liabilities arising as a result of such action.

### **F. DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). By execution of this Agreement, the Municipality certifies that to its knowledge neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency and that it will not knowingly enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

### **G. AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of departmental funding and fiscal constraints and the Agreement shall automatically terminate if funds cease to be available.

### **H. TERMINATION OF PROJECT**

The Department shall have the right to abandon the Project at any time it sees fit prior to the time the Municipality has been called upon to perform any part of this Agreement. If the Municipality decides to terminate the Project without the concurrence of the Department, the

Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

#### **I. FAILURE TO COMPLY**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of all cost expended by the Department.

### **11. ETHICS PROVISION**

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Municipal Construction Agreement has been executed, in duplicate originals, the day and year heretofore set out below, on the part of the Department, and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

CITY OF GOLDSBORO

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by City Council of the City of Goldsboro as attested to by the signature of \_\_\_\_\_, Clerk of the City Council, on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

MUNICIPAL SEAL

Federal Tax Identification Number

56-6000228  
\_\_\_\_\_  
City of Goldsboro

MAILING ADDRESS

City of Goldsboro  
Post Office Drawer A  
Goldsboro, NC 27533  
ATTN: \_\_\_\_\_

IN WITNESS WHEREOF, this Municipal Construction Agreement has been executed, in duplicate originals, the day and year heretofore set out below, on the part of the Department, and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

ATTEST

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Tereca Batts

NAME: Julie White

TITLE: Processing Assistant

TITLE: Deputy Secretary of Multi-Modal  
Transportation

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS

North Carolina Department of Transportation  
Rail Division, Operations & Facilities Branch  
1553 Mail Service Center  
Raleigh, NC 27699-1553  
ATTN: Andy Miller

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8/4/2016  
(Date)

**CERTIFIED BID TABULATION**  
**GOLDSBORO UNION STATION ROOF REPLACEMENT**  
**CITY OF GOLDSBORO**  
**JANUARY 16, 2018 - 2:00 PM**

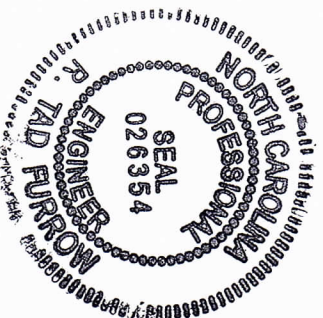
CONTRACTOR	LICENSE NUMBER	BID BOND	EVERIFY	DBE INFO	ADD. #1	ADD. #2	BASE BID	ALT. #1
CENTURY SLATE COMPANY	48536	X	X	X	X	X	378,516.00	56,276.00
CURTIS CONSTRUCTION CO.	3529	X	X		X	X	547,329.00	75,500.00
OWENS ROOFING, INC.	24442	X	X	X	X	X	529,975.00	95,700.00

**UNIT PRICES**

	UNIT PRICE #1	UNIT PRICE #2	UNIT PRICE #3	UNIT PRICE #4	UNIT PRICE #5	UNIT PRICE #6
CENTURY SLATE COMPANY	75.00/EA	75.00/EA	10.00/SF	12.00/LF	10.00/SF	75.00/EA
CURTIS CONSTRUCTION CO.	300.00/EA	150.00/EA	3.90/SF	20.00/LF	3.90/SF	400.00/EA
OWENS ROOFING, INC.	500.00/EA	350.00/EA	9.00/SF	41.00/LF	8.00/SF	250.00/EA

I, R. Tad Furrow certify that this bid tabulation is correct and accurate.

Signed:  R. Tad Furrow, PE





CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

SUBJECT: Municipal Maintenance Agreement with NCDOT -  
Schedules C and D for Computerized Traffic Signal System

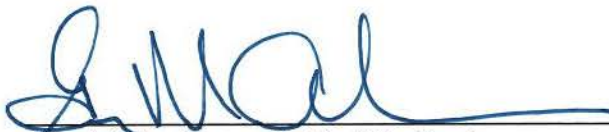
BACKGROUND: The North Carolina Department of Transportation provides  
funds for a computerized signal system for the City of  
Goldsboro.

NCDOT has submitted agreements to the City of Goldsboro  
for maintenance of the traffic control devices and system  
equipment operations. These agreements basically set forth  
responsibilities for maintenance of all items relative to the  
system as well as overall operation of the system.

DISCUSSION: The agreements further set forth the basis for reimbursement  
of expenses incurred in conjunction with the operation of the  
system, including the pro-rated salary of the City's Traffic  
Engineer.

RECOMMENDATION: By motion, authorize the Mayor to enter into Municipal  
Maintenance Agreements with the North Carolina Department  
of Transportation as they relate to the City's Computerized  
Traffic Signal System.

Date: 12 FEB 18



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

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott A. Stevens, City Manager

NORTH CAROLINA  
WAYNE COUNTY

**MUNICIPAL OPERATIONS - TRAFFIC CONTROL  
DEVICES  
TRAFFIC SIGNALS AGREEMENT  
SCHEDULE C  
DATE: 11/15/2017**

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 4.1096SM

CITY OF GOLDSBORO

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Goldsboro, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the provisions of the North Carolina General Statutes (NCGS) §136-66.1 and §136-18 authorize the Municipality to contract with the Department for the installation, repair, operations, and maintenance of highway signs and markings, electric traffic signals and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to operate traffic signals at certain intersections that are on the State's Highway System within or near the Municipality; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred when the Municipality operates traffic signals at certain intersections that are on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

## **1. GENERAL PROVISIONS**

### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients, shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF THE PROJECT**

The Municipality shall operate the traffic signals as defined in the Appendices and as indicated hereinafter:

- A. The operation of intersections on the State Highway System, both at the hardware and software levels, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipal System.
- B. In the event the Department and the Municipality cannot agree on issues affecting the operation of these intersections, the decision of the Department will be final.
- C. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The audit is to be performed by the Department and the Municipality.
- D. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.
- E. The Municipality shall operate the traffic signals in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not operate the traffic signals in accordance with the specified criteria, the Department shall have the right to cancel this Agreement.

F. The Department shall review and concur with any contract entered into by the Municipality for the operation of any traffic signal(s).

- Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business Enterprise/Women Business Enterprise (MBE/WBE), or as required and defined in NCGS 143-128.2 – 143-128.4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **3. TIME FRAME**

This agreement shall be for the current state fiscal year, beginning July 1, 2017 and ending June 30, 2018. At the end of the fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the increase of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, with the end of the final fiscal year of service being June 30, 2023. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

### **4. FUNDING**

The eligible costs of this Project will be reimbursed from State funding.

### **5. REIMBURSEMENT**

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the traffic signals, as included below:

- A. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, operational performance reviews, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.
- B. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.
- C. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- D. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work may not be eligible for reimbursement.
- E. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Department's Division Engineer will provide the necessary forms for documentation.

#### **PROCESS**

- F. The Municipality shall submit a quarterly itemized invoice to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will include the appropriate documentation and reflect the amount due for services performed by the Municipality during the quarter. Department will reimburse the Municipality each quarter for work performed up to a total approved annual amount, unless additional reimbursements are approved by the Department.. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates shown in the Appendices of this Agreement up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality.
- G. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.



## **6. FORCE ACCOUNT**

### **GENERAL**

Work performed by the Municipality's own forces is considered Force Account work. Force account work that is not a part of the operational work included under this Agreement is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Department's Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)). Reimbursement shall be based on the Appendices as included herein.

### **EMERGENCY WORK**

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety, additional information shall be submitted, with each quarterly invoice, to document the emergency situation, actions taken during the occurrence and the resolution. Approval must be obtained from the Department's Division Engineer before reimbursement will be made.

## **7. RECORDS AND REPORTS**

- A. In accordance with NCGS §159-34, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- B. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Division Engineer and Financial Management Division.

## 8. ADDITIONAL PROVISIONS

- A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
- B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this work. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the work except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total approved funding at any time.
- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the work performed pursuant to this Agreement. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.

- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. By Executive Order 24, issued by Governor Perdue, and NCGS §133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
- I. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- J. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.



IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, in triplicate, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF GOLDSBORO  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

NCGS §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by \_\_\_\_\_ of the local governing body of the CITY OF GOLDSBORO,

as attested to by the signature of Clerk \_\_\_\_\_ of said governing body on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

CITY OF GOLDSBORO  
\_\_\_\_\_  
\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

## MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C

### *Traffic Signal Operations Program CITY OF GOLDSBORO*

**NOTE:** The Department requires the Municipality to maintain a Level of Service “C”, or “good”, in order to provide reimbursement. If the operation falls below a Level of Service “C”, or “good”, then the Department may withhold reimbursement under this Agreement. The Department will not reimburse the Municipality for any associated additional costs if the Municipality elects to operate the signals at a higher level of service.

#### **Key Components of a “Good” Level of Service:**

1. Maximum Emergency Response Times
  - Trouble calls – 4 hours
  - Repair Knockdowns – 8 hours
  - Absence of a signal indication – Next working day
  - Repair/replace inoperative loops – 15 calendar days
2. Operational Performance Reviews
  - Perform the required minimum tasks at 6-month, 12-month and two-year intervals
  - Replace LED modules after 5 years of service
3. System Component Repairs
  - Repair equipment in a timely manner to support emergency and operational needs
  - Upgrade equipment firmware as appropriate to address items affecting operational efficiency and safety
  - Certify the proper operation of conflict monitors/malfunction management units on an annual basis

# APPENDIX I

Rev. 2/2016

## MUNCIPAL OPERATIONS AGREEMENT – SCHEDULE C

### Operational Performance Review (OPR) Checklist – Traffic Signals CITY OF GOLDSBORO

		Interval		
		6 MO	12 MO	2 YEARS
Cabinet	Lubricate hinges and lock	x		
	Replace Filters	x		
	Check Door Gasket	x		
	Check Anchor Bolts / Extension Bolts	x		
	Check for water seepage, dust accumulation; reseal base if needed	x		
	Check Grounding Resistance and Bonding Connections and Conductors	x		
	Check for current wiring schematics, Signal plans, and Maintenance Records	x		
	Check condition and operation of fan and thermostat	x		
	Check ground fault receptacle and insure no control equipment plugged into receptacle	x		
	Measure service voltage	x		
	Check interior lamps; replace as required	x		
	Check physical condition of meter / service disconnect	x		
	Clean and vacuum Cabinet	x		
	Visually check Line Filter and surge arrester	x		
	Inspect Foundation and exterior for damage, vandalism, and the presence and condition of signal inventory number	x		
	Test police panel switches		x	
	Place insect and/or rodent poison in cabinet if infestation is present	x		
Conflict Monitor	Verify conflict monitor certification date is within 12 months	x		
	Perform field check of operation. Remove load switch to create red fail and observe response of monitor. Ensure stop timing is implemented.		x	
Load Switches / Flashers	Check load switches and flashers for tight and secure fit into the socket	x		
	Check operation of all indicator lights	x		
Auxiliary Logic	Check for operation as per signal plans	x		

# APPENDIX I

Rev. 2/2016

## MUNCIPAL OPERATIONS AGREEMENT – SCHEDULE C

### Operational Performance Review Checklist – Traffic Signals

		Interval		
		6 MO	12 MO	2 YEARS
Relays	Visually inspect condition of all relays and replace if necessary	x		
Terminal Connections	Check for discoloration and corrosion	x		
	Tighten all terminal connections	x		
	Check labels and replace as needed	x		
	Check programming of red monitor jumpers if present	x		
	Check condition of all loading resistors	x		
Controllers	Verify date and time, correct any discrepancies (if applicable)	x		
	Verify programming parameters	x		
	Verify proper software version	x		
	Verify operation per signal plan (phasing operation, timings, signal head display, pavement markings, etc.)	x		
	Check all harnesses and connections	x		
	Verify proper operation of any preemption circuits	x		
	Check operation of display and backlight	x		
	Check time clock settings	x		
	Check that Posted Speed Limit matches signal plan	x		
Detection Sensors	Inspect condition of all inductive loops and lead ins; Repair/replace as needed	x		
	Verify proper operation of detection sensors, meg; replace or repair as needed	x		
	Verify loop lead in cable is twisted in cabinet	x		
	Check loop lead-ins for correct labeling and phase assignments	x		
	Check alignment and proper operation of all out of street detection	x		
Detector Units	Check detector for proper operation and sensitivity	x		
	Verify stretch and delay programming and operation	x		

**APPENDIX I**  
Rev. 2/2016

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**

***Operational Performance Review Checklist – Traffic Signals***

		Interval		
		6 MO	12 MO	2 YEARS
Pedestrian Push Buttons	Check and actuate push buttons on all approaches of actuated crosswalks and visually verify pedestrian signal operation (Verify operation of all push buttons)	x		
	Check push button lamp (if applicable) for operation	x		
	Check push button alignment and accessibility	x		
	Check audio operation and direction	x		
	Check push button signs; clean or replace if necessary	x		
Pedestrian Heads	Re-lamp incandescent bulbs or replace LEDs if needed		x	
	Check condition, alignment and operation	x		
	Clean lenses and reflectors			x
Signal Heads and Blank Out Signs	Check for proper alignment, operation, and condition	x		
	Check condition of back plates (if used)	x		
	Check for proper height	x		
	Clean lenses, signs and LED modules; replace as needed			x
	Check for wear on the span wire and signal mounting hardware			x
Metal Poles and Mast Arms	Inspect for rust and spot paint as required		x	
	Inspect joints for rust and cracks at arm/upright location and at base plate		x	
	Visually inspect anchor bolts and mast arm bolts for condition and tightness		x	
	Check pole grounding and connections		x	
	Inspect for damage; document and report any damage found.		x	
	Check and secure pole caps and hand hole covers		x	
	Inspect all wiring and conduit in pole		x	
	Visually inspect condition of foundation		x	

**APPENDIX I**  
Rev. 2/2016

**MUNCIPAL OPERATIONS AGREEMENT – SCHEDULE C**

***Operational Performance Review Checklist – Traffic Signals***

		Interval		
		6 MO	12 MO	2 YEARS
Wood Poles and Span Wire	Check pole for splitting	x		
	Check pole below grade for rot	x		
	Check clamps and all hardware	x		
	Check guy wire, anchors, and guards; repair if needed	x		
	Verify all spans are bonded to pole ground	x		
	Check pole grounding and connections	x		
Pull Boxes	Check the ground rod, clamp connection, and bonding of conduits if applicable		x	
	Check all cables in pull box for pinching by lid, including level of pull box		x	
	Check for abnormal amount of water; verify proper drainage		x	
	Check lid for abnormal condition and fit		x	
Systems Equipment	Ensure the controller operates in mode selected by master		x	
	Check any special equipment (transceivers, etc.) for proper operation		x	
	Disconnect controller from master and check for free or backup operation		x	
Conduit	Visually inspect all conduits; repair as needed		x	
Pavement Markings	Verify that pavement markings match intersection plans	x		
	Inspect condition of pavement markings	x		



MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C

*Traffic Signals Reimbursement Schedule CITY OF GOLDSBORO*

The Department will reimburse the Municipality for operation of traffic signals on the following schedule. Place a check beside the value for each function(s) the Municipality agrees to perform under any line item if all functions are not selected. Place a check beside the value under "Total" if the Municipality is to perform all functions for any line item.

If ALL functions will be selected, please check here: \_\_\_\_\_

Item		Emergency Response	Operational Performance Reviews	System Component Repairs	Total
A.	Vehicular Signal Section (average of 10 head/int. or 30 section/int.)	<input type="checkbox"/> \$1.26 <input type="checkbox"/>	<input type="checkbox"/> \$10.22	<input checked="" type="checkbox"/>	\$11.48
B.	Pedestrian Signal Head (Average of 4 heads/int.)	<input type="checkbox"/> \$3.15 <input type="checkbox"/>	<input type="checkbox"/> \$20.99	<input checked="" type="checkbox"/>	\$24.14
C.	Fiber-Optic or LED Blank-out Sign	<input type="checkbox"/> \$12.60 <input type="checkbox"/>	<input type="checkbox"/> \$12.60	<input checked="" type="checkbox"/>	\$25.20
D.	Pretimed Electronic Controller/Cabinet	<input checked="" type="checkbox"/> \$75.58 <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> \$138.56 <input type="checkbox"/>	<input type="checkbox"/> \$228.90	\$443.04
E.	2-8 Assigned Phase Actuated Controller/Cabinet	<input checked="" type="checkbox"/> \$75.58 <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> \$503.84 <input type="checkbox"/>	<input type="checkbox"/> \$272.50	\$851.92
F.	2-8 Assigned Phase Actuated Controller/Cabinet with Machine-vision Detection	<input checked="" type="checkbox"/> \$75.58 <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> \$503.84 <input type="checkbox"/>	<input type="checkbox"/> \$817.50	\$1,396.92
G.	Flashing Beacon Controller/Cabinet	<input type="checkbox"/> \$12.60 <input type="checkbox"/>	<input type="checkbox"/> \$125.96	<input checked="" type="checkbox"/>	\$138.56
H.	Travel Costs for Operational Performance Reviews at Signalized Intersection (no Flashers)	<input type="checkbox"/>	<input type="checkbox"/> \$62.98	<input checked="" type="checkbox"/>	\$62.98

Item

Lump Sum Payment

CA.	Replace loop (includes labor, materials, and other cost for sawcutting and sealing) <sup>1</sup>	<input checked="" type="checkbox"/>	\$7.58	per foot of sawcut
CB.	Furnish and install Lead-in Cable	<input checked="" type="checkbox"/>	\$2.02	per foot installed
CC.	Furnish and install Conduit	<input checked="" type="checkbox"/>	\$7.03	per foot installed
CD.	Furnish and install 3/8-inch messenger cable and incidental hardware	<input checked="" type="checkbox"/>	\$3.19	per foot installed
CE.	Furnish and install 4 or 7-conductor signal cable	<input checked="" type="checkbox"/>	\$3.07	per foot installed

# **APPENDIX II** Rev. 2/2016

<u>Item</u>	<u>Lump Sum Payment</u>
CF. Furnish and install Standard size Junction Box	<input checked="" type="checkbox"/> \$369.32
CG. Furnish and install cover for Standard size Junction Box	<input checked="" type="checkbox"/> \$59.95
CH. Furnish and install Oversized Junction Box	<input checked="" type="checkbox"/> \$515.00
CI. Furnish and install cover for Oversized Junction Box	<input checked="" type="checkbox"/> \$133.90
CJ. Furnish and install Riser	<input checked="" type="checkbox"/> \$544.87
CK. Furnish and install 40-foot Class 3 Wood Pole <sup>2</sup>	<input checked="" type="checkbox"/> \$962.02
CL. Remove and dispose of Wood Pole.	<input checked="" type="checkbox"/> \$201.00
CM. Furnish and install Guy/Anchor Assembly	<input checked="" type="checkbox"/> \$353.29
CN. Furnish and install Grounding System	<input checked="" type="checkbox"/> \$245.25
CO. Furnish 12-inch 3-Section Vehicular Signal Head <sup>2</sup>	<input checked="" type="checkbox"/> \$149.50
CP. Furnish 12-inch 4-Section Vehicular Signal Head <sup>2</sup>	<input checked="" type="checkbox"/> \$199.50
CQ. Furnish 12-inch 5-Section Vehicular Signal Head <sup>2</sup>	<input checked="" type="checkbox"/> \$339.50
CR. Furnish 8-inch 3-Section Vehicular Signal Head <sup>2</sup>	<input checked="" type="checkbox"/> \$102.20
CS. Furnish Pedestrian Signal Head <sup>2</sup>	<input checked="" type="checkbox"/> \$104.04
CT. Furnish LED indication – 12-inch RED ball <sup>2</sup>	<input checked="" type="checkbox"/> \$22.05
CU. Furnish LED indication – 12-inch YELLOW ball <sup>2</sup>	<input checked="" type="checkbox"/> \$23.16
CV. Furnish LED indication – 12-inch GREEN ball <sup>2</sup>	<input checked="" type="checkbox"/> \$22.50
CW. Furnish LED indication – 12-inch RED Arrow <sup>2</sup>	<input checked="" type="checkbox"/> \$23.00



## APPENDIX II

<u>Item</u>	<u>Lump Sum Payment</u>
CX. Furnish LED indication – 12-inch YELLOW Arrow <sup>2</sup>	<input checked="" type="checkbox"/> \$24.00
CY. Furnish LED indication – 12-inch GREEN Arrow <sup>2</sup>	<input checked="" type="checkbox"/> \$24.00
CZ. Furnish LED indication – 8-inch RED ball <sup>2</sup>	<input checked="" type="checkbox"/> \$23.00
DA. Furnish LED indication – 8-inch YELLOW ball <sup>2</sup>	<input checked="" type="checkbox"/> \$23.00
DB. Furnish LED indication – 8-inch GREEN ball <sup>2</sup>	<input checked="" type="checkbox"/> \$21.50
DC. Furnish LED Indication – 12-inch Hand	<input checked="" type="checkbox"/> \$46.25
DD. Furnish LED indication – 12-inch Man	<input checked="" type="checkbox"/> \$85.00
DE. Furnish LED indication – 12-inch Hand/Man Overlay	<input checked="" type="checkbox"/> \$70.00
DF. Furnish LED indication – 12-inch Hand/Man Overlay with Countdown Module	<input checked="" type="checkbox"/> \$95.00
DG. Furnish Pretimed/Actuated Controller <sup>2</sup>	<input checked="" type="checkbox"/> \$1,389.00
DH. Furnish Pole-Mounted Cabinet <sup>2</sup>	<input checked="" type="checkbox"/> \$3,850.00
DI. Furnish Base-Mounted Cabinet with auxiliary file <sup>2</sup>	<input checked="" type="checkbox"/> \$4,675.00
DJ. Furnish Base-Mounted Cabinet without auxiliary file <sup>2</sup>	<input checked="" type="checkbox"/> \$4,375.00
DK. Furnish LED Blank-Out Sign <sup>2</sup>	<input checked="" type="checkbox"/> \$2,188.00
DL. Furnish 3-channel NEMA-Plus Conflict Monitor <sup>2</sup>	<input checked="" type="checkbox"/> \$230.00
DM. Furnish 6-channel NEMA-Plus Conflict Monitor <sup>2</sup>	<input checked="" type="checkbox"/> \$437.80
DN. Furnish 12-channel NEMA-Plus Conflict Monitor <sup>2</sup>	<input checked="" type="checkbox"/> \$537.40
DO. Furnish NEMA TS-2 Malfunction Management Unit <sup>2</sup>	<input checked="" type="checkbox"/> \$649.80

## APPENDIX II

<u>Item</u>	<u>Lump Sum Payment</u>
DP. Furnish Type 2010 or Type 2018 Conflict Monitor with Absence of Red Monitoring <sup>2</sup>	<input checked="" type="checkbox"/> \$466.00
DQ. Furnish Detection Camera/Sensor with Enclosure <sup>2</sup>	<input checked="" type="checkbox"/> \$1,590.00
DR. Furnish Single Channel NEMA TS-1 Loop Detector Unit <sup>2</sup>	<input checked="" type="checkbox"/> \$90.00
DS. Furnish Two-Channel NEMA TS-1 Loop Detector Unit <sup>2</sup>	<input checked="" type="checkbox"/> \$160.00
DT. Furnish Two-Channel NEMA TS-2 Loop Detector Unit <sup>2</sup>	<input checked="" type="checkbox"/> \$78.00
DU. Furnish Two-Channel TYPE 222 Loop Detector Unit <sup>2</sup>	<input checked="" type="checkbox"/> \$48.75
DV. Furnish and replace Audible Pedestrian Signal <sup>2</sup>	<input checked="" type="checkbox"/> \$436.00
DW. Perform Annual Inspection on Railroad-Interconnected Intersections	<input checked="" type="checkbox"/> \$197.30

<sup>1</sup> Replacement of defective loop with loop of identical or upgraded design requires no prior approval.  
Upgrading of functional rectangular loops to Quadrapole design requires prior approval from Division Traffic Engineer.

<sup>2</sup> Requires prior approval from Division Traffic Engineer for reimbursement of non-emergency replacements. If item is covered under warranty, Municipality will not be reimbursed without prior approval of Division Traffic Engineer.

**Emergency Response:** This function includes all labor and incidental items to bring the operation of the intersection into reasonable conformance with the existing plan of record. Reimbursements for items CA through DT will be given for items utilized in the completion of this work. Sufficient spare equipment must be purchased at the expense of the maintaining agency to insure all intersections are continuously operating according to the plan of record.

**Operational Performance Reviews:** This function includes the labor and materials as outlined in the attached Operational Performance Checklist. *Reimbursements for items CA through DT will be given for items utilized in the completion of this work only upon prior approval by the Division Traffic Engineer.* Where specialty equipment is not addressed specifically in the attached schedule, manufacturer's recommendations should be followed to insure continued optimum operation. Sufficient spare equipment must be purchased at the expense of the maintaining agency to allow the completion of this work.

**System Component Repairs:** This function includes labor, parts and materials to repair electronic traffic signal control components. This work typically involves in-house repair of electronic assemblies by troubleshooting and replacing specific integrated circuit chips, repairing damaged printed circuit traces, and making circuit modifications. This work includes making hardware, firmware and software upgrades to equipment to insure optimum operation. This work must be completed in a timely manner to support the emergency response and operational performance review functions.

**APPENDIX II**  
**Rev. 2/2016**

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**  
**TRAFFIC CONTROL DEVICES – LEVEL C**

Items included on this schedule may be added or deleted to those checked above by a request in letter form signed by the Mayor, Clerk (or Manager). The letter should be sent in quadruplicate to the Division Engineer accompanied by four (4) copies of the SCHEDULE with all appropriate items checked. If the Division Engineer approves the new SCHEDULE he should sign, as approved, all four (4) copies of the Municipality's letter of request. The Division Engineer then forwards one copy of the letter and SCHEDULE to the DOT Controller and Local Programs Management Office, returns a copy of each to the Municipality, and retains a copy for his file. The new SCHEDULE will then become effective at the beginning of the next quarter for reimbursement.

The Department reserves the right of verification that all selected functions are being properly performed. If it is determined that any authorized function is not being performed, then the reimbursement will be reduced accordingly.

\_\_\_\_\_  
CITY OR TOWN

CLERK	DATE	MAYOR OR MANAGER	DATE
-------	------	------------------	------

DEPARTMENT OF TRANSPORTATION

DIVISION ENGINEER	DATE
-------------------	------

## MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C

*SIGNALS LIST CITY OF GOLDSBORO***SIGNAL LOCATION****STATE ID**

<u>SIGNAL LOCATION</u>	<u>STATE ID</u>
US 117/13 Bypass NB and Arrington Bridge Road	04-0219
Grantham Street and George Street	04-0233
Ash Street and George Street	04-0234
Chestnut Street and George Street	04-0237
Elm Street and George Street	04-0239
Ash Street and James Street	04-0241
Ash Street and John Street	04-0242
Ash Street and William Street	04-0243
Ash Street and Slocumb Street	04-0244
Ash Street and Herman Street	04-0245
Ash Street and Jackson Street	04-0246
Ash Street and Audubon Street	04-0247
Ash Street and Jefferson Street	04-0248
Ash Street and Madison Street	04-0249
Ash Street and Best Street	04-0250
Ash Street and Berkeley Boulevard	04-0251
Mulberry Street and John Street	04-0252
Walnut Street and John Street	04-0253
Chestnut Street and John Street	04-0254
Elm Street and John Street	04-0255
Vine Street / Park Avenue and William Street	04-0256
Beech Street and William Street	04-0257
Holly Street and William Street	04-0258
Beech Street and Herman Street	04-0264
Royall Avenue and Jefferson Street	04-0265
Ash Street / Stevens Mill Road and Old Smithfield Road	04-0270
Stronach Avenue and William Street	04-0271
Ash Street and Greenwood School Entrance	04-0272
US 70 and Millers Chapel Road	04-0275
Royall Avenue and Wayne Memorial Drive	04-0277
US 70 and NC 581	04-0279
Patetown Road and William Street	04-0280
Elm Street and Berkeley Boulevard	04-0281
US 117/13 Bypass and George Street / Vann Street	04-0290

Ash Street and Spence Avenue	04-0359
Genoa Road and US 117 Bypass	04-0360
New Hope Road and Berkeley Boulevard	04-0367
US 70 WB Ramp and William Street	04-0371
US 70 EB Ramp and William Street	04-0372
Cashwell Drive and Berkeley Boulevard	04-0373
US 70 WB Ramp and Wayne Memorial Drive	04-0395
Old Mount Olive Highway / Bryan Boulevard and US 117 Bypass	04-0403
Memorial Commons Shopping Center and Wayne Memorial Drive	04-0405
Eleventh Street and William Street	04-0414
US 117/13 Bypass SB and Arrington Bridge Road	04-0417
US 70 EB Ramp and Wayne Memorial Drive	04-0422
New Hope Road and Central Heights Road	04-0423
Lockhaven Drive and Wayne Memorial Drive	04-0446
Royall Avenue / Central Heights Road and Berkeley Boulevard	04-0556
US 117 and Elm Street / Canal Street	04-0557
Sheridan Forest Road and Millers Chapel Road	04-0588
US 117 Bypass and Neuse River Shopping Center	04-0597
Royall Avenue and Spence Avenue	04-0598
Dollard Town Road and Millers Chapel Road	04-0603
Ash Street and Oak Forest Road	04-0605
Country Day Road and Wayne Memorial Drive	04-0606
US 70 Bypass and Oak Forest Road	04-0628
Cashwell Drive and Spence Avenue	04-0645
Langston Drive and Berkeley Boulevard	04-0647
Berkeley Boulevard and Graves Drive	04-0658
US 70 EB Ramp and Berkeley Boulevard	04-0659
New Hope Road and Wayne Memorial Drive	04-0663
US 70 and Little River Shopping Center	04-0743
US 70 / Grantham Street and US 117 Bypass	04-0756
New Hope Road and Patetown Road	04-0758
Patetown Road and Tommy's Road	04-0760
US 70 WB Ramp and Berkeley Boulevard	04-0761
US 70 and Perkins Mill Road	04-0764
NC 581 and Rosewood Road	04-0768
Royall Avenue and Sunburst Road	04-0769
North Plaza Shopping Center and Spence Avenue	04-0771
Mall Road and Spence Avenue	04-0777
US 70 and Elizabeth Street	04-0845
Ash Street and US 117 Bypass SB Ramp	04-0850
William Street and Royall Avenue	04-0871
Ash Street and US 117 Bypass NB Ramp	04-0889

Mark Edwards Road and New Hope Road	04-0907
Berkeley Boulevard and Tommy's Road	04-0911
Hospital Road and Wayne Memorial Drive	04-0967
Wayne Community College and Wayne Memorial Drive	04-0968
Berkeley Boulevard and Hood Swamp Road	04-0991
Holly Street and Herman Street	04-1013
NC 111 and NC 581 / Bill Lane	04-1054
North Park Road and Spence Avenue	04-1058
US 70 WB Ramp and Spence Avenue / Cuyler Best Road	04-1068
US 70 EB Ramp and Spence Avenue	04-1069
Ninth Street and Wayne Memorial Drive	04-1081
Wayne Memorial Drive and Tommy's Road	04-1097
US 70 and Clairidge Nursery Road	04-1103
Cuyler Best Road and New Hope Road	04-1170
Berkeley Boulevard and Lowe's Shopping Center	04-1173
US 117 Bypass and Downeast Travel Center	04-1255
Millers Chapel Road and Southeast Drive	04-1264
US 117 and US 117 Bypass	04-1278
Ash Street and US 117 Bypass / I-795	04-1279
I-795 SB Ramp and US 70	04-1280
US 70 and I-795 NB Ramp	04-1281
Old Mount Olive Highway and Genoa Road	04-1303
US 70 and Grantham Street	04-1308
NC 581 and Wal-Mart Entrance	04-1336
Arrington Bridge Road and Westbrook Road	04-1347
Country Day Road and Patetown Road	04-1353
US 117 and US 70 Bypass WB Ramp	04-1354
US 117 and US 70 Bypass EB Ramp	04-1355
Wayne Memorial Drive and US 70 EB Ramp	04-1356
New Hope Road and Hare Road	04-1370
TOTAL NUMBER OF SIGNALS	106



COPY

NORTH CAROLINA  
WAYNE COUNTY

**MUNICIPAL OPERATIONS – COMPUTER,  
COMMUNICATIONS, EQUIPMENT, AND SYSTEM  
OPERATIONS FOR COMPUTERIZED TRAFFIC SIGNAL  
SYSTEM AGREEMENT  
SCHEDULE D**

DATE: 2/2/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Element: 4.1096SM

CITY OF GOLDSBORO

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Goldsboro hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the provisions of the North Carolina General Statute (NCGS) §136-18 and §136-66.1 authorize the Municipality to contract with the Department for the installation, repair, operations and maintenance of highway signs and markings, electric traffic signals, and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to enter into an Agreement with the Department to operate the computerized traffic signal system; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred, when the Municipality operates that portion of the computerized traffic signal system that is on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

**1. GENERAL PROVISIONS**

## **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

## **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF THE PROJECT**

The Municipality shall operate the computerized traffic signal system as defined in the Appendices and as indicated hereinafter.

### **TIMING PLANS**

- A. The Municipality shall be responsible for the evaluation and preparation of timing plans at all intersections in the traffic signal system. All traffic data needed for the evaluation and development of timing plans will be obtained by the Municipality whenever possible. The Municipality will notify the Department of any additional data that is required to evaluate and prepare the necessary timing plans. The Department shall, upon request, make available to the Municipality all current traffic count data for the existing signals.
- B. The timing plans affecting intersections on the State Highway System, utilized in system operation, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipality's System. In the event the Department and the Municipality cannot agree on the selection of a given timing plan, the decision of the Department will be final.

### **ONGOING OPERATION OF THE SIGNAL SYSTEM**

- C. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.
- D. The Municipality shall operate the signal system in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not

operate the signal system in accordance with the specified criteria, the Department shall have the right to enter into a separate operational agreement with a private contractor and deduct these costs from the Department's pro-rata share under this Agreement, or from the funds allocated under NCGS §136-41.1.

- E. The Department shall review and concur with any contract entered into by the Municipality for the operation of any item(s).
- Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE), or as required and defined in NCGS 143-128.2 – 128-4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
  - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
  - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.
- F. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The audit is to be performed by the Department and the Municipality.

### **3. TIME FRAME**

This agreement shall be for the current state fiscal year, beginning July 1, 2017 and ending June 30, 2018. At the end of the state fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the availability of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, up to a total of five (5) years with the end of the final fiscal year of service being June 30, 2023. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

- A. Upon termination of each year of service, and in connection with each extension of this Agreement, the Municipality may request an adjustment of the annual rates based on actual cost records for the prior years. This request must indicate the new rate for each Schedule D

item. Each rate must be verifiable by time sheets, salary rates, materials, equipment, and other qualifying costs in conformance with the standards of allowable of costs set forth in the Office of Management and Budget (OMB) Circular A-87. This shall be actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for the rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed.

- B. The cost records may be audited by the Department to determine any adjustments or revisions in the new rates.

#### **4. FUNDING**

The eligible costs of this Project will be reimbursed from State funding.

#### **5. REIMBURSEMENT**

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the computerized traffic signal system as included below:

##### **ELIGIBLE COSTS**

- A. The reimbursement rates in this Agreement represent the Department's pro-rata share of the operational cost, which is based on the ratio of the number of State System intersections to the total number of intersections in the computerized traffic signal system. The Municipality shall maintain a current inventory list of all traffic signals within the system, and classify as city- or state-owned. The current inventory list, as included in the Appendices of this Agreement, will be used to determine the Department's pro-rata share.
- B. The Department shall reimburse the Municipality based on the annual operational amount of the computerized traffic signal system as included in the Appendices of this Agreement. This total amount includes the Department's pro-rata share of cost, as included in Provision 5A, for the salary, payroll additives of a System Operations Manager(s), Systems Operations Engineer(s) Traffic Signals System Specialist(s), or equivalent. These positions, at a minimum, shall exhibit the qualifications and perform the duties as included in the Appendices. The cost of the System Operations Manager(s), Systems Operations Engineer(s) Traffic Signals System Specialist(s), or equivalent, shall be based on the pro-rata share of time dedicated to the operation of the system.
- C. The Department shall reimburse the Municipality for operation of the Central Computer and Associated Hardware, CCTV Camera System, Communications Infrastructure, system

detectors and other associated central and system field equipment. The Municipality shall be responsible for providing all needed replacement parts and equipment. Under this Agreement, the Department will reimburse the Municipality for its pro-rata share of the replacement or repair costs necessary for maintaining operability and any equipment included herein.

- D. The Municipality will not receive an annual reimbursement for fiber optic communications cable and CCTV cameras. The Department will reimburse the Municipality its pro-rata share of the actual costs for the emergency restoration of fiber optic communications and CCTV cameras. This cost shall include: fiber optic cable, interconnect centers, splice trays, fusion splicing, transceivers, Ethernet switches, labor, etc.
- E. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.
- F. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.
- G. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- H. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- I. The Department will reimburse the Municipality for its pro-rata share, as specified in the Appendices, for any Signal Systems operational contract in which it concurs. The Department shall have access to the contractor's records and documentation for audit, which pertains to any rates billed to the Municipality for the operation of those items for a period of five (5) years from the date of the final payment made under this agreement.
- J. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Department's Division Engineer will provide the necessary documentation for non-participating items.



## **PROCESS**

- K. The Municipality shall submit a quarterly itemized invoice including the certified status report to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will reflect the balance between the quarterly payments issued by the Department and the total amount not to exceed \$88,191.17, unless additional reimbursements are approved by the Department. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality
- L. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.

## **6. FORCE ACCOUNT**

Work performed by the Municipality's own forces is considered force account work. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp). Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (<http://www.whitehouse.gov/omb/circulars/a087/2004/>). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed, nor the maximum amount included in Appendix VI.

## **EMERGENCY WORK**

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety, additional information shall be submitted to document the emergency situation, actions taken during the occurrence and the resolution with each quarterly invoice. Approval must be obtained from the Department Division Engineer before reimbursement is made.

## **7. RECORDS AND REPORTS**

- A. The Municipality shall furnish the Department's Division Engineer a certified quarterly status report that details the operation of the signal system. The status report shall be certified in writing by the Systems Operations Engineer and shall indicate intersection failures, local and system detector failures, the percentage of time the computer system was off-line, the repairs that were made and the dates of said repairs/replacements. The quarterly report shall also identify any new/deleted intersections in the traffic signal system and all traffic signal timing optimization performed. The Department's Division Engineer will provide detailed guidance and reporting forms for the Municipality.
- B. In accordance with NCGS §159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality fiscal year ends.
- C. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Division Engineer and Financial Management Division and FHWA.

## **8. ADDITIONAL PROVISIONS**

- A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons including, but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
- B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.



- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total funding at any time.
- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. §133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
- I. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

J. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF GOLDSBORO

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by \_\_\_\_\_ of the local governing body of the City of Goldsboro as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of Goldsboro

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D GOLDSBORO

Traffic Signal System Operations

**NOTE:** The Department requires the Municipality to maintain a Level of Service “C”, or “good”, in order to provide reimbursement. If the operation falls below a Level of Service “C”, or “good”, then the Department may withhold reimbursement under this Agreement. If the Municipality operates at a higher level of service, the Department will not reimburse these costs.

Levels of Service

Level-of-service “A”

1. All of the signalized intersections in the Municipality’s jurisdiction are monitored by the system. All of the signalized intersections are actively controlled for at least some periods of the day (e.g. timing plans are developed and implemented).
2. All timing plans and day plans are evaluated on intervals of no greater than **six months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. Required new plans are developed and implemented within **three months** of identification.
3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at a **minimum of every two years**. This data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 90% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours, and during other times of high traffic volumes (e.g. special events).
8. The Municipality uses traffic responsive timing plans where appropriate and continually monitors and updates the thresholds.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “B”

1. Essentially all (+90%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. Practically all (+95%) of the monitored signalized intersections are actively controlled.
2. All timing plans and day plans are evaluated on intervals of no greater than **12 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified annually. Required new plans are developed and implemented **within three months** of identification.
3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at a **minimum of every two years**. This data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 85% of all system detectors is operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.
8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “C”

1. The vast majority (+80%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. The only traffic signals not monitored are those whose lack of proximity does not lend them to cost-effective communication. The vast majority (+80%) of monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals of no greater than **18 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. On average, required new plans are developed and implemented within **six months** of identification.
3. The Municipality obtains the data that is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented within **30 calendar days** of the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 80% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **60 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.
8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “D”

1. Most (+60%) of the signalized intersections in the Municipality’s jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile) are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals of no greater than 24 months. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. New plans are developed and implemented within **12 months** of identification.
3. The Municipality obtains the data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented within **60 calendar days** of the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than one time per year**.
6. A minimum of 60% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **90 calendar days**.
7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.
8. The Municipality has not evaluated the use of traffic responsive timing plans.



MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “F”

1. Less than half (<50%) of the signalized intersections in the Municipalities' jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile), are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals greater than **30 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. On average, new plans are developed and implemented on intervals **not to exceed 18 months** after identification.
3. The Municipality does not collect data to evaluate system performance and retime signals. All data used is provided by others.
4. Timing plans for newly installed intersections are implemented **more than 90 calendar days** after installation of the traffic signal.
5. The Municipality does not have an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated. The Municipality provides emergency restoration only for system communication and hardware components.
6. A minimum of 50% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **120 calendar days**.
7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.
8. The Municipality has not evaluated the use of traffic responsive timing plans.

## APPENDIX II

### MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

#### GOLDSBORO PRO-RATA SHARE SIGNALS LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
US 117/13 Bypass NB and Arrington Bridge Road		04-0219
Grantham Street and George Street		04-0233
Ash Street and George Street		04-0234
Chestnut Street and George Street		04-0237
Elm Street and George Street		04-0239
Ash Street and James Street		04-0241
Ash Street and John Street		04-0242
Ash Street and William Street		04-0243
Ash Street and Slocumb Street		04-0244
Ash Street and Herman Street		04-0245
Ash Street and Jackson Street		04-0246
Ash Street and Audubon Street		04-0247
Ash Street and Jefferson Street		04-0248
Ash Street and Madison Street		04-0249
Ash Street and Best Street		04-0250
Ash Street and Berkeley Boulevard		04-0251
Mulberry Street and John Street		04-0252
Walnut Street and John Street		04-0253
Chestnut Street and John Street		04-0254
Elm Street and John Street		04-0255
Vine Street / Park Avenue and William Street		04-0256
Beech Street and William Street		04-0257
Holly Street and William Street		04-0258
Beech Street and Herman Street		04-0264
Royall Avenue and Jefferson Street		04-0265
Ash Street / Stevens Mill Road and Old Smithfield Road		04-0270
Stronach Avenue and William Street		04-0271
Ash Street and Greenwood School Entrance		04-0272
US 70 and Millers Chapel Road		04-0275
Royall Avenue and Wayne Memorial Drive		04-0277
US 70 and NC 581		04-0279
Patetown Road and William Street		04-0280
Elm Street and Berkeley Boulevard		04-0281
US 117/13 Bypass and George Street /Vann Street		04-0290

Ash Street and Spence Avenue		04-0359
Genoa Road and US 117 Bypass		04-0360
New Hope Road and Berkeley Boulevard		04-0367
US 70 WB Ramp and William Street		04-0371
US 70 EB Ramp and William Street		04-0372
Cashwell Drive and Berkeley Boulevard		04-0373
US 70 WB Ramp and Wayne Memorial Drive		04-0395
Old Mount Olive Highway / Bryan Boulevard and US 117 Bypass		04-0403
Memorial Commons Shopping Center and Wayne Memorial Drive		04-0405
Eleventh Street and William Street		04-0414
US 117/13 Bypass SB and Arrington Bridge Road		04-0417
US 70 EB Ramp and Wayne Memorial Drive		04-0422
New Hope Road and Central Heights Road		04-0423
Lockhaven Drive and Wayne Memorial Drive		04-0446
Royall Avenue / Central Heights Road and Berkeley Boulevard		04-0556
US 117 and Elm Street / Canal Street		04-0557
Sheridan Forest Road and Millers Chapel Road		04-0588
US 117 Bypass and Neuse River Shopping Center		04-0597
Royall Avenue and Spence Avenue		04-0598
Dollard Town Road and Millers Chapel Road		04-0603
Ash Street and Oak Forest Road		04-0605
Country Day Road and Wayne Memorial Drive		04-0606
US 70 Bypass and Oak Forest Road		04-0628
Cashwell Drive and Spence Avenue		04-0645
Langston Drive and Berkeley Boulevard		04-0647
Berkeley Boulevard and Graves Drive		04-0658
US 70 EB Ramp and Berkeley Boulevard		04-0659
New Hope Road and Wayne Memorial Drive		04-0663
US 70 and Little River Shopping Center		04-0743
US 70 / Grantham Street and US 117 Bypass		04-0756
New Hope Road and Patetown Road		04-0758
Patetown Road and Tommy's Road		04-0760
US 70 WB Ramp and Berkeley Boulevard		04-0761
US 70 and Perkins Mill Road		04-0764
NC 581 and Rosewood Road		04-0768
Royall Avenue and Sunburst Road		04-0769
North Plaza Shopping Center and Spence Avenue		04-0771
Mall Road and Spence Avenue		04-0777
US 70 and Elizabeth Street		04-0845
Ash Street and US 117 Bypass SB Ramp		04-0850
William Street and Royall Avenue		04-0871

Ash Street and US 117 Bypass NB Ramp		04-0889
Mark Edwards Road and New Hope Road		04-0907
Berkeley Boulevard and Tommy's Road		04-0911
Hospital Road and Wayne Memorial Drive		04-0967
Wayne Community College and Wayne Memorial Drive		04-0968
Berkeley Boulevard and Hood Swamp Road		04-0991
Holly Street and Herman Street		04-1013
NC 111 and NC 581 / Bill Lane		04-1054
North Park Road and Spence Avenue		04-1058
US 70 WB Ramp and Spence Avenue / Cuyler Best Road		04-1068
US 70 EB Ramp and Spence Avenue		04-1069
Ninth Street and Wayne Memorial Drive		04-1081
Wayne Memorial Drive and Tommy's Road		04-1097
US 70 and Clairidge Nursery Road		04-1103
Cuyler Best Road and New Hope Road		04-1170
Berkeley Boulevard and Lowe's Shopping Center		04-1173
US 117 Bypass and Downeast Travel Center		04-1255
Millers Chapel Road and Southeast Drive		04-1264
US 117 and US 117 Bypass		04-1278
Ash Street and US 117 Bypass / I-795		04-1279
I-795 SB Ramp and US 70		04-1280
US 70 and I-795 NB Ramp		04-1281
Old Mount Olive Highway and Genoa Road		04-1303
US 70 and Grantham Street		04-1308
NC 581 and Wal-Mart Entrance		04-1336
Arrington Bridge Road and Westbrook Road		04-1347
Country Day Road and Patetown Road		04-1353
US 117 and US 70 Bypass WB Ramp		04-1354
US 117 and US 70 Bypass EB Ramp		04-1355
Wayne Memorial Drive and US 70 EB Ramp		04-1356
US 70 Bypass WB Ramp and Berkeley Boulevard		04-1368
US 70 Bypass EB Ramp and Berkeley Boulevard		04-1369
New Hope Road and Hare Road		04-1370
Ash Street and Cherry Hospital		04-1377
Walnut Street and James Street	CITY-04	
Mulberry Street and James Street	CITY-05	
Elm Street and Slocumb Street	CITY-07	
Elm Street and Audubon Street	CITY-08	
Elm Street and Andrews Avenue	CITY-09	
Elm Street and Best Street	CITY-10	
Olivia Lane and Slocumb Street	CITY-11	

Harris Street / Bunche Drive and Slocumb Street	CITY-12	
Slocumb Street and Mulberry Street	CITY-13	
Walnut Street and Herman Street	CITY-14	
Mulberry Street and Herman Street	CITY-15	
Chestnut Street and William Street	CITY-16	
Mulberry Street and William Street	CITY-17	
Walnut Street and William Street	CITY-18	
Walnut Street and Slocumb Street	CITY-19	
Beech Street and Jefferson Street	CITY-21	
TOTAL NUMBER OF CITY SIGNALS	16	
TOTAL NUMBER OF STATE SIGNALS		109
TOTAL NUMBER OF ALL SIGNALS		125
<b><u>PRO-RATA SHARE</u></b> <b>SCHEDULE D</b>	<b>DIVIDE NUMBER OF STATE SIGNALS BY THE TOTAL NUMBER OF ALL SIGNALS</b>	<b>87%</b>

## APPENDIX III

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

## GOLDSBORO CCTV CAMERA LIST

<u>CCTV LOCATION</u>	<u>CCTV ID #</u>
US 70 at Berkeley Blvd	1
US 70 at NC 111	2
Ash St at Berkeley Blvd	3
US 70 at William St	4
US 70 at Wayne Memorial Dr	5
Ash St at Spence Ave	6
US 70 at Spence Ave	7
US 70 at I-795	8
Hospital Rd at Wayne Memorial Dr	9
Elm St at US 117	10
Ash Street at Herman St	11
Berkeley Blvd at Central Heights/Royall Ave	12
TOTAL NUMBER OF CCTV CAMERAS:	12

**APPENDIX IV****MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D****GOLDSBORO DETECTOR LIST**

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<b><u>DETECTOR LOCATION</u></b>	<b><u>DET. ID #</u></b>
US 70 @ Perkins Mill Road	04-0764 S02
US 70 @ Perkins Mill Road	04-0764 S01
US 70 @ Clairidge Nursery Road	04-1103 S01
US 70 @ Clairidge Nursery Road	04-1103 S02
US 70 @ Clairidge Nursery Road	04-1103 S04
US 70 @ Clairidge Nursery Road	04-1103 S03
US 70 @ Little River Shopping Center	04-0743 S01
US 70 @ Little River Shopping Center	04-0743 S02
I-795 SB Ramp @ US 70	04-1280 S03
I-795 SB Ramp @ US 70	04-1280 S04
I-795 SB Ramp @ US 70	04-1280 S05
I-795 SB Ramp @ US 70	04-1280 S02
I-795 SB Ramp @ US 70	04-1280 S01
US 70 @ Elizabeth Street	04-0845 S01
US 70 @ Elizabeth Street	04-0845 S02
US 70 @ Elizabeth Street	04-0845 S03
Grantham Street @ George Street	04-0233 S01
Ash Street @ US 117 Bypass / I-795	04-1279 S04



Ash Street @ US 117 Bypass / I-795	04-1279 S05
Ash Street @ US 117 Bypass SB Ramp	04-0850 S02
Ash Street @ US 117 Bypass SB Ramp	04-0850 S03
Ash Street @ US 117 Bypass SB Ramp	04-0850 S01
Ash Street @ US 117 Bypass NB Ramp	04-0889 S01
US 117 @ US 117 Bypass	04-1278 S03
US 117 @ US 117 Bypass	04-1278 S04
US 117 @ US 117 Bypass	04-1278 S05
US 117 @ Elm Street / Canal Street	04-0557 S01
US 117 @ Elm Street / Canal Street	04-0557 S02
US 117 @ Elm Street / Canal Street	04-0557 S03
US 117 @ Elm Street / Canal Street	04-0557 S04
Elm Street @ George Street	04-0239 S01
Ash Street @ Herman Street	04-0245 S03
Ash Street @ Herman Street	04-0245 S04
Ash Street @ Herman Street	04-0245 S02
Ash Street @ Herman Street	04-0245 S01
Ash Street @ Herman Street	04-0245 S05
Royall Avenue @ Wayne Memorial Drive	04-0277 S01
Royall Avenue @ Wayne Memorial Drive	04-0277 S02
William Street @ Royall Avenue	04-0871 S01
William Street @ Royall Avenue	04-0871 S02

US 70 EB Ramp @ William Street	04-0372 S01
US 70 EB Ramp @ William Street	04-0372 S02
US 70 WB Ramp @ William Street	04-0371 S01
US 70 WB Ramp @ William Street	04-0371 S02
Patetown Road @ William Street	04-0280 S01
Patetown Road @ William Street	04-0280 S02
Ninth Street @ Wayne Memorial Drive	04-1081 S01
Ninth Street @ Wayne Memorial Drive	04-1081 S02
US 70 WB Ramp @ Wayne Memorial Drive	04-0395 S01
US 70 WB Ramp @ Wayne Memorial Drive	04-0395 S02
Lockhaven Drive @ Wayne Memorial Drive	04-0446 S02
Lockhaven Drive @ Wayne Memorial Drive	04-0446 S01
Royall Avenue @ Spence Avenue	04-0598 S01
Royall Avenue @ Spence Avenue	04-0598 S02
US 70 WB Ramp @ Spence Avenue / Cuyler Best Road	04-1068 S01
US 70 WB Ramp @ Spence Avenue / Cuyler Best Road	04-1068 S02
Cuyler Best Road @ New Hope Road	04-1170 S01
New Hope Road @ Hare Road	04-1370 S01
New Hope Road @ Berkeley Boulevard	04-0367 S01
US 70 WB Ramp @ Berkeley Boulevard	04-0761 S01
US 70 WB Ramp @ Berkeley Boulevard	04-0761 S02
US 70 EB Ramp @ Berkeley Boulevard	04-0659 S02

US 70 EB Ramp @ Berkeley Boulevard	04-0659 S01
Berkeley Boulevard @ Lowe's Driveway	04-1173 S01
Berkeley Boulevard @ Lowe's Driveway	04-1173 S02
Cashwell Drive @ Berkeley Boulevard	04-0373 S01
Cashwell Drive @ Berkeley Boulevard	04-0373 S02
Cashwell Drive @ Berkeley Boulevard	04-0373 S03
Cashwell Drive @ Berkeley Boulevard	04-0373 S04
Cashwell Drive @ Berkeley Boulevard	04-0373 S05
Mall Road @ Spence Avenue	04-0777 S01
Mall Road @ Spence Avenue	04-0777 S02
Ash Street @ Berkeley Boulevard	04-0251 S01
Ash Street @ Berkeley Boulevard	04-0251 S02
Ash Street @ Berkeley Boulevard	04-0251 S03
Ash Street @ Berkeley Boulevard	04-0251 S04
Ash Street @ Jefferson Street	04-0248 S03
Ash Street @ Jefferson Street	04-0248 S04
Ash Street @ Jefferson Street	04-0248 S02
Ash Street @ Jefferson Street	04-0248 S01
US 70 Bypass WB Ramp at US 117	04-1354 S5
US 70 Bypass WB Ramp at US 117	04-1354 S6
US 70 Bypass WB Ramp at US 117	04-1354 S7
US 70 Bypass WB Ramp at US 117	04-1354 S8

US 70 Bypass EB Ramp at US 117	04-1355 S1
US 70 Bypass EB Ramp at US 117	04-1355 S2
US 70 Bypass EB Ramp at US 117	04-1355 S3
US 70 Bypass EB Ramp at US 117	04-1355 S4
US 70 Bypass EB Ramp at Wayne Memorial Drive	04-1356 S3
US 70 Bypass EB Ramp at Wayne Memorial Drive	04-1356 S4
Berkeley Boulevard at US 70 Bypass WB Ramp	04-1368 S5
Berkeley Boulevard at US 70 Bypass WB Ramp	04-1368 S6
Berkeley Boulevard at US 70 Bypass WB Ramp	04-1368 S7
Berkeley Boulevard at US 70 Bypass WB Ramp	04-1368 S8
Berkeley Boulevard at US 70 Bypass EB Ramp	04-1369 S1
Berkeley Boulevard at US 70 Bypass EB Ramp	04-1369 S2
Berkeley Boulevard at US 70 Bypass EB Ramp	04-1369 S3
Berkeley Boulevard at US 70 Bypass EB Ramp	04-1369 S4
<b>TOTAL NUMBER OF DETECTORS:</b>	<b>98</b>

**APPENDIX V**

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**  
**POSITION QUALIFICATIONS CITY OF GOLDSBORO**

**TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT**  
**EDUCATION AND EXPERIENCE**

- Graduation from a four-year college or university with a major in Civil Engineering or equivalent or a minimum of 6 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Excellent planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

**ESSENTIAL DUTIES**

- Oversees the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Directly manages employees in a Transportation Management Center. Is responsible for the overall direction, coordination, and evaluation of the unit.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Supervises staff in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Works with supervisor to manage staffing and work assignments. Supervises traffic signal staff by assigning tasks and reviewing work on a routine basis and provides ongoing guidance and feedback.
- Provides oversight for field investigations, collection and analysis of traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Ensures new signal timing plans created by changes in traffic flow patterns, land-use and population are implemented.
- Responds to the complaints and concerns of the community regarding traffic signal design and intersection safety and efficiency.
- Reviews traffic signal designs for impact on general traffic flow and provides recommendations.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT**

##### **EDUCATION AND EXPERIENCE**

- Graduation from a four-year college or university with a major in Civil Engineering and a minimum of 3 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Outstanding planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

##### **ESSENTIAL DUTIES**

- Plans, organizes, and directs the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Performs field investigations, collects and analyzes traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Develops and implements new signal timing plans created by changes in traffic flow patterns, land-use and population.



## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Prepares and installs timing plans (traffic responsive and time-of-day/day-of-week) for all corridors; prepares and implements special event timing plans; and prepares temporary timing plans for failed detector locations.
- Maintains system databases and modifies as necessary to allow for expansion; reviews and evaluates all signalized intersections for phasing optimization; provides system data for and assists with various traffic studies and analysis projects regarding the computerized traffic signal system.
- Provides assistance to the transportation operations staff in diagnostic and operational activities.
- Interacts with and uses the features of the signal system control software to develop and modify timing plans using PC-based timing plan software.
- Manages the traffic signal system operational functions including: operation of the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored.
- Coordinates with the Department on roadway construction projects, which affect the traffic operations in the computerized traffic signal system. Develops and implements temporary timing plan strategies for construction work zones, alternate routes, and incident diversion routes.
- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

##### **TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT**

###### **EDUCATION AND EXPERIENCE:**

- Graduation from a two-year college or university and a minimum of 1 year of experience in traffic signal operations; or an equivalent combination of education and experience directly related to traffic signal operations.
- Knowledge of traffic signal system operations, Intelligent Transportation Systems (ITS) devices, data communications and computerized traffic signal systems equipment.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., MIST software system).
- Thorough knowledge of; ability to pay attention to detail and respond to changes in conditions; ability to coordinate work with others.
- Excellent planning and organizational skills. Excellent oral and written communications skills. Ability to maintain records.
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including MS Office (Word, Excel, Access, PowerPoint); GIS and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

###### **ESSENTIAL DUTIES:**

- Monitors the operations of the computerized traffic signal system operation on a daily basis to ensure that all required functions are performed in an effective, efficient and timely manner.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Installs new or revised timing plans (traffic responsive and time-of-day/day-of-week) for corridors; implements special event timing plans and prepares temporary timing plans for failed detector locations through the use of Traffic System software.
- Monitors real time traffic operations through video sources to report incidents and special event information to the appropriate agencies (NCDOT, NC State Highway Patrol, Emergency Management, etc.) and the local Police and Fire departments.
- Performs traffic signal system operational functions including: maintaining the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored. Coordinates signal repair work with operations staff.
- Coordinates with local TV stations and webmasters assuring periodic image and graphic are displayed and provided.
- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

# APPENDIX VI

## MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

### GOLDSBORO COMPENSATION

LEVEL OF SERVICE "C"  
GOLDSBORO COMPUTERIZED TRAFFIC SIGNAL CONTROL SYSTEM  
MUNICIPAL OPERATIONS COMPENSATION ITEMIZATION

ITEM	UNIT	ANNUAL RATE	PERCENT (%) UTILIZATION	QUANTITY	PRO-RATA PERCENT (Appendix II)	PRO-RATED COST
<b>FIXED ANNUAL COSTS REIMBURSEMENT SCHEDULE</b>						
System Operations Engineer (Salary + Additives)	LS	\$107,429.88	Up to 90%	1	87%	\$84,117.59
DSL / Phone	LS	\$4,682.28	100%	1	87%	\$4,073.58
		\$				\$
<b><u>TOTAL ANNUAL COST</u></b>						<b>\$88,191.17</b>
<b>PER INCIDENT REIMBURSEMENT SCHEDULE</b>						
Per Incident Reimbursements shall consist of all costs associated with repairs and/or replacement of any equipment, software and supplies used to maintain operation of Goldsboro Computerized Traffic Signal System at a pro rata share of 87%. This includes equipment or software such as, but not limited to: Central Computer Hardware & Software (KVM switch, servers, workstations, laptops, printers, UPSs, traffic management and communication software, etc.); Maintenance Equipment (test equipment, display boards and monitors, laptop, etc.); Communications cable and equipment (core switch, routing switches, media converters, GPS clock sync equipment, fiber modems, phone lines, dialup modems, serial multiport equipment, fiber interconnect centers, fiber patch panels, hub cabinets, ethernet cables, fiber materials and equipment, network management software, etc.); CCTV Equipment (camera assemblies and cabinets, encoders, decoders, master distribution amplifier, matrix bays, multiplexor, CCTV intelligent keyboards, DVR, switches, monitors, etc.); Office supplies (fax machine, printer repair and supplies, paper, pens, pencils and miscellaneous supplies).						\$ TBD As Needed
Note: Items included on this Schedule may be added or deleted to those above by written request signed by a Municipal Representative. The letter should be sent in quadruplicate to the Division Engineer accompanied by four copies of the revised Schedule. If the Division Engineer approves the new schedule, he will sign all copies as APPROVED; then forwards one copy of the letter and Schedule to the DOT Controller, the State Traffic Engineer, the Municipality, and retains one for Division file. The new Schedule will then become effective at the beginning of the next half for reimbursement. The Board of Transportation reserves the right of verification that all listed operations functions are being properly performed. If it is determined that any authorized operations function is not being performed, the reimbursement will be reduced accordingly.						

L.S. ATTEST

CITY OF GOLDSBORO, NC

CLERK

MUNICIPAL REPRESENTATIVE

DEPARTMENT OF TRANSPORTATION  
DIVISION ENGINEER

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

SUBJECT: 40<sup>th</sup> Annual Greater Goldsboro Road Run—Temporary Street Closing

BACKGROUND: A letter was received from the Scott Edwards, requesting permission for the Sunrise Kiwanis Club to hold their 40<sup>th</sup> Annual Greater Goldsboro Road Run on April 14, 2018 from 7:00 a.m. to 11:03 a.m.

DISCUSSION: The race is scheduled to begin and end on Center Street and runs through the downtown area of Spruce, Walnut, Jefferson, Pine, Chestnut and Mulberry Streets. The Police, Fire, Public Works and Downtown Goldsboro offices have been notified of this request.

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

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

RECOMMENDATION: It is recommended that the City Council by motion, grant street closings on Center, Spruce, Walnut, Pine, Jefferson, Chestnut and Mulberry Streets on April 14, 2018 from 7:00 a.m. to 11:30 a.m. in order that the 40<sup>th</sup> Annual Greater Goldsboro Road Run event may take place, subject to the above conditions.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Police Department Representative

DATE: \_\_\_\_\_

\_\_\_\_\_  
Scott A. Stevens, City Manager

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

**\*\*In the event of a street closing, an application should be submitted at least 30 days prior to your parade or special event.**

**I. General Information**

Type of Event: (please check all that apply)

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

Event Name: 40<sup>th</sup> Annual Greater Goldsboro Road Run- Run For a Child

Event Date(s): April 14, 2018 Event Website: www.runthearost.com  
www.goldsborosunrise.portal  
buzz.com

Inclement Weather/Rain Date(s): none

Description of Event (Please briefly describe the event.)

The event consists of a One mile Fun Run/Walk, a 5K Run/Walk, and a 10K Run.

Requested Event Location: Cornerstone Commons

Event Start Time/End Time: 9:00 AM - 11:00 AM

Set-Up: Date & Time (start/end): 4/14/2018 - 7:00 AM

Dismantle (Completion): Date & Time (start/end): 4/14/2018 - 11:30 AM

Estimated Daily Attendance: 300

Will this event require street closures? ☒ Yes ☐ No Closure Times 1. a. 9:00 - 9:30 AM  
b. 9:30 - 10:30 AM  
2. 7:00 - 11:00 AM

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

1. Center St. - a. Southbound (Pine St. to Ash St.), b. Northbound (Spruce St. to Mulberry St.) 2. Chestnut St. - Center St. to John St.

**II. Applicant and Sponsoring Organization Information**

Sponsoring Organization Name: Sunrise Kiwanis of Goldsboro

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

Applicant Name: Scott Edwards Title: Race Director

Address: 1205 Parkway Drive

City: Goldsboro State: NC Zip: 27534 Phone: 919-751-5100

Cell Phone: 919-580-6498 Email: scott@cox-edwards.com

Day of Event Contact:

Name: Scott Edwards Phone: 919-580-6498

### III. Event Map

For Run/Walk/Parades - FORMATION AREA LOCATION: Cornerstone Commons  
1-mile - S. Center / Pine Sts Int. ; 5K - Center /

For Run/Walk/Parades - STARTING POINT: Walnut Sts Int. ; 10K - same as finish

For Run/Walk/Parades - ENDING POINT: GFD driveway on S. Center St. between  
Chestnut and Spruce Streets (ALL EVENTS)

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

(see attachments)

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

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

How do you plan to handle restroom services? ☒ Portable Toilets ☐ Other  
If portable toilets will be provided, please list the name/contact of the company:

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

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

Tyler Ham, Sunrise Kiwanis member and Rec. Leader of Goldsboro  
Parks and Recreation, will coordinate with Public Works to  
drop off trash can barrels.



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

- ☐ Yes ☒ No Does the event involve the sale of food?
- ☐ Yes ☒ No Does the event involve the sale of alcohol?
- If "YES" has the health department been notified?
- For events with food, a letter from the health department must be submitted 30 days prior to the event.
    - Health Department: (919) 731-1000
  - The ABC Permit, issued by the NC ABC Commission, must be submitted to the Goldsboro Police Department prior to the event. The event permit will not be issued until the ABC Permit is submitted.
    - NC ABC Commission: (919) 779-0700
- ☒ Yes ☐ No Will there be musical entertainment at your event? *\* Only pre-recorded music through sound system*
- If "YES", please provide the following information:
- Amplification? ☒ Yes ☐ No
- Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.**
- ☒ Yes ☐ No Will there be any tents or canopies in the proposed event site? If "YES", please provide the following information:
- Approximate Number of tents: 1
  - Approximate Sizes: 10' x 10'
  - Will any tent exceed 400 sq. feet in area? ☐ Yes ☒ No
- Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent.**
- City of Goldsboro Inspections Department (919) 580-4385
- ☒ Yes ☐ No Will you require electrical hook-ups for this event? (Please note that electrical availability is limited.)
- ☐ Yes ☒ No Will admission fees be charged to attend this event?
- If "YES", provide the cost(s) of all tickets: \_\_\_\_\_
- ☐ Yes ☒ No Will fees be charged to vendors to participate in this event?
- If "YES", please provide the schedule of fees: \_\_\_\_\_
- ☒ Yes ☐ No Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at <http://www.goldsboronc.gov/special-events/>.

*\*The temporary closing of a NC Department of Transportation street would be at the discretion of the NC Department of Transportation.*

VI. **Miscellaneous:**

**Parking:**

- How will overall patron parking be accommodated for this event? Downtown City of Goldsboro along Center Street and side streets to the West of Center St.

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

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

**\*\*For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.**

### Agreement

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

Authorized Signature: Scott Edwards Date: 2/12/2018

Organization: Sunrise Kiwanis of Goldsboro

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

Goldsboro Police Department

Community Police Services

Attn: Sgt. Jason Adams

204 S. Center Street

Goldsboro, NC 27530

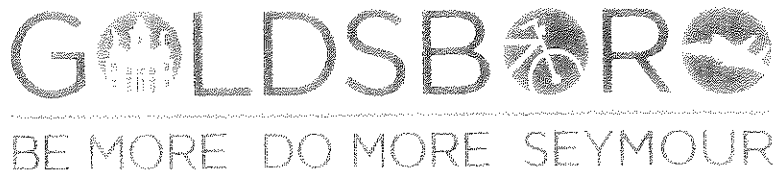
[jadams@goldsboronc.gov](mailto:jadams@goldsboronc.gov)

**CANCELLATION POLICY:** Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Jason Adams at [jadams@goldsboronc.gov](mailto:jadams@goldsboronc.gov).

**For Inner Office Use Only:**

[Signature] Sgt Adams  
Goldsboro Police Department Representative

\_\_\_\_\_  
Downtown Goldsboro Representative



## Special Event Release of Liability Waiver

The undersigned person is applying for Use of City-Owned Property for Special Event on behalf of

Sunrise Kiwanis 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 12<sup>th</sup> day of February, 2018.


Scott Edwards

(SEAL)

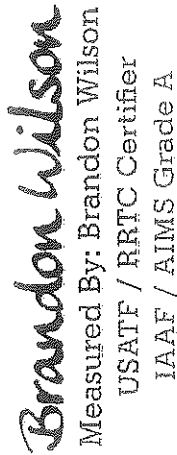
Scott Edwards, Race Director  
(Applicant & Authorized Representative of Event)

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

USATF Certificate #NC18001BW  
Effective Jan 22, 2018 to Dec 31, 2028



USATF  
CERTIFIED COURSE



Measured On: Jan 22, 2018  
Course = 5 km

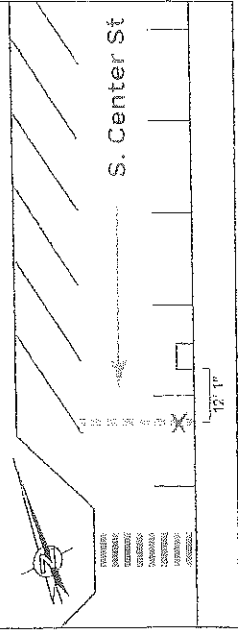
The Start is an imaginary line on Walnut St perpendicular to the roadway intersecting a mag nail & washer "X" next to the curb. The nail is 4' 6" west of UPole# PEC 183P92

Start -on- E Walnut  
Left -on- Jefferson  
Left -on- E Mulberry  
Left -on- S Center  
Finish -on- S Center

1 Mile - At 1108 B E Walnut  
2 Mile - At 1000 E Mulberry  
3 Mile - At 116 S Center

# WISCONSIN STATE

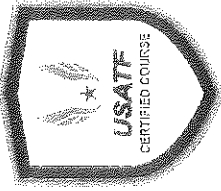
The Finish is an imaginary line on S Center St perpendicular to the roadway intersecting a mag nail & washer "X" next to the curb. It is located between Chestnut and Spruce The nail is 12" q" south of the southernmost edge of the rectangular iron storn drain



# Greater Goldsboro 2-Loop 10k

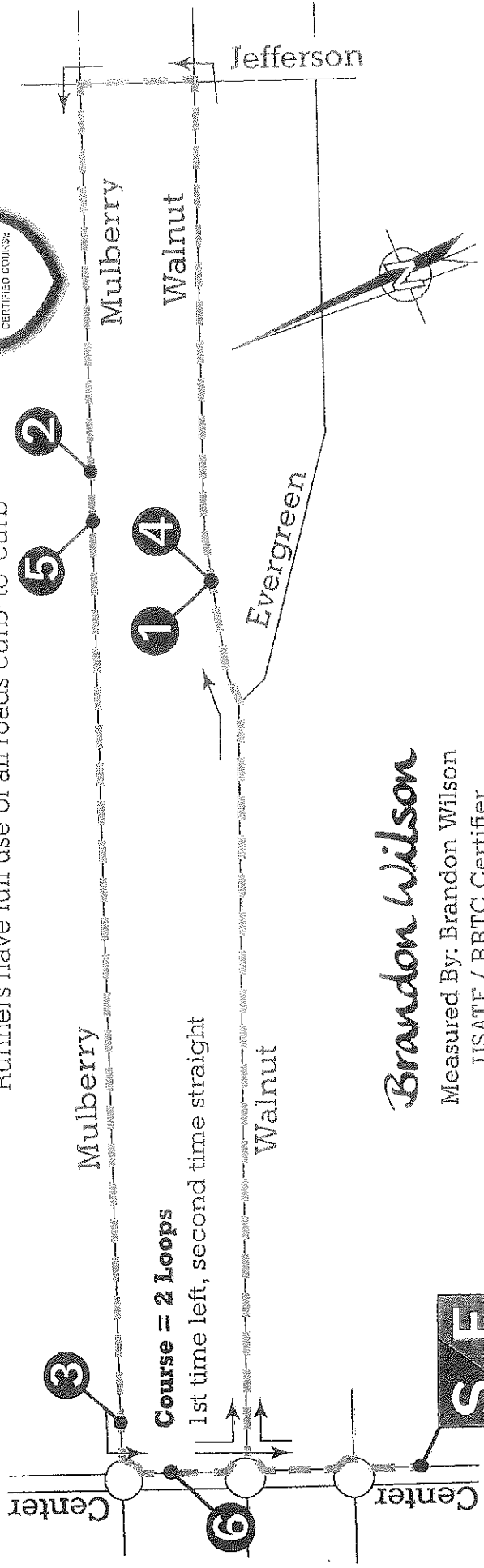
Goldsboro, NC

USATF Certificate #NC18002BW  
Effective Jan 22, 2018 to Dec 31, 2028



**Route is 100% unrestricted**

Runners have full use of all roads curb-to-curb



*Brandon Wilson*

Measured By: Brandon Wilson  
USATF / RRTC Certifier  
IAAF / AIMS Grade A

Measured On: Jan 22, 2018  
Course = 10 km

## Route

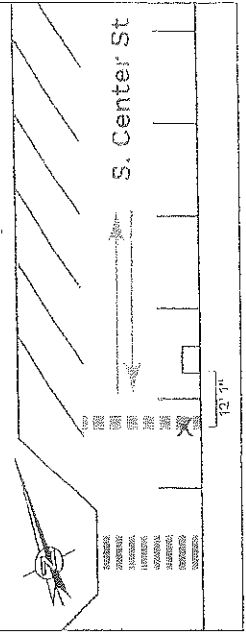
- Start -on- S Center
- Right -on- E Walnut
- Begin Loop 1 --
- Left -on- Jefferson
- Left -on- E Mulberry
- Left -on- S Center
- Left -on- E Walnut
- Begin Loop 2 --
- Left -on- Jefferson
- Left -on- E Mulberry
- Left -on- S Center
- Finish -on- S Center

## Splits

- 1 Mile - At 1006 E Walnut
- 2 Mile - At 1108 E Mulberry
- 3 Mile - At 100 E Mulberry
- 4 Mile - At 1006 E Walnut
- 5 Mile - At 1104 E Mulberry
- 6 Mile - At 136 N Center

## START / FINISH DETAIL

The Start and Finish are collocated. They form an imaginary line on S Center St perpendicular to the roadway intersecting a mag nail & washer "X" next to the curb. It is located between Chestnut and Spruce. The nail is 12" 1" south of the southernmost edge of the rectangular iron storm drain



MULBERRY ST.

N. CENTER ST.

S. CENTER ST.

JEFFERSON ST.

JOHN ST.

WILLIAM ST.

PATRICK ST.  
DAISY ST.

KORNEGAY ST.

SLOCUMB ST.

LESLIE ST.

LIONEL ST.

HERMAN ST.

LEE ST.

JACKSON ST.

PINEVIEW AVE.

AUDUBON AVE.

OLEANDER AVE.

ANDREWS AVE.

5K START

JOHN ST.

WILLIAM ST.

KORNEGAY ST.

SLOCUMB ST.

LESLIE ST.

HERMAN ST.

WALNUT ST.

JACKSON ST.

PINEVIEW AVE.

AUDUBON AVE.

OLEANDER AVE.

ANDREWS AVE.

CHESTNUT ST.

P

CORNERSTONE  
COMMONS

ALL EVENTS FINISH

SPRUCE ST.

JOHN ST.

WILLIAM ST.

PINE ST.

# GREATER GOLDSBORO ROAD RUN

1-MILE FUN RUN/WALK ROUTE

5K ROUTE

10K ROUTE

PARKING

P

1-MILE START



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2017

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson	
	PHONE (A/C, No, Ext): 317-817-5172	FAX (A/C, No): 317-817-5151
	E-MAIL ADDRESS: kiwaniscert@hylant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance Company	NAIC # 19437
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
KIWAN03  
Kiwanis International, All Clubs and Their Members  
3636 Woodview Trace  
Indianapolis IN 46268

## COVERAGES

CERTIFICATE NUMBER: 627512914

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2017	11/1/2018	All Claims \$75,000

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

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included):  
April 14, 2018 or any future date in the policy term.  
Kiwanis sponsored Greater Goldsboro Road Run  
Held at Cornerstone Commons and various streets in the City of Goldsboro, NC  
Sunrise Kiwanis Club of Goldsboro

## CERTIFICATE HOLDER

## CANCELLATION

City of Goldsboro, NC  
North Center Street  
P.O. Drawer A  
Goldsboro NC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018 COUNCIL MEETING

SUBJECT: Fourth Annual Three Eagles Beer Festival – Street Closing Request

BACKGROUND: A request was received from Three Eagles Rotary Club on January 23, 2018 (see attached form). The Three Eagles Rotary Club is requesting permission to close a portion of certain City streets on May 5, 2018 from 12:00 p.m. to 6:00 p.m. in order to hold the Fourth Annual Three Eagles Beer Festival.

DISCUSSION: The street closing request is as follows:

The Festival is to be held at Cornerstone Commons. The Three Eagles Rotary Club has requested the closing of South Center Street between East Chestnut and East Spruce Street.

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

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

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

RECOMMENDATION: It is recommended that the City Council by motion, grant a street closing at South Center Street between East Chestnut and East Spruce Street on May 5, 2018 from 12:00 p.m. to 6:00 p.m. in order that the Fourth Annual Three Eagles Beer Festival may take place, subject to the above conditions.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Police Department Representative

DATE: \_\_\_\_\_

\_\_\_\_\_  
Scott A. Stevens, City Manager

# CITY OF GOLDSBORO

## SPECIAL EVENTS/PARADE/STREET CLOSING

### PERMIT APPLICATION

**\*\*An application for this permit MUST be submitted at least 60 days prior to your special event.**

#### I. General Information

Type of Event: (please check all that apply)

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

Event Name: Three Eagles Beer Festival

Event Date(s): May 5, 2018 Event Website: www.ThreeEaglesBeer.com

Inclement Weather/Rain Date(s): none

Description of Event (Please briefly describe the event.)

4<sup>th</sup> annual beer festival fund-raiser for Three Eagles Rotary Club. Event includes brewery representatives, beer samples, entertainment, food trucks, and vendors.

Requested Event Location: Cornerstone Commons

Event Start Time/End Time: 1:00 - 6:00 pm

Set-Up: Date & Time (start/end): May 4, 2018 12:00p - 5:00p

Dismantle (Completion): Date & Time (start/end): May 7, 2018 8:00a - 12:00p.

Estimated Daily Attendance: 500

Will this event require street closures? ☒ Yes ☐ No Closure Times 10:00a - 6:00p

If yes, please list the streets that you are requesting to be closed: East side S. Center Street, between E. Chestnut and E. Spruce (leave Fire Dept. opening/access)

#### II. Applicant and Sponsoring Organization Information

Sponsoring Organization Name: Three Eagles Rotary Club - Goldsboro

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

Applicant Name: Thomas A. Bradshaw Title: Chairman

Address: 2506 Bradford Place

City: Goldsboro State: NC Zip: 27530 Phone: 919-734-9801

Cell Phone: 919-440-7488 Email: tbradshaw@nc.rr.com

Day of Event Contact:

Name: Tom Bradshaw Phone: 919-440-7488

### III. Event Map

For Run/Walk/Parades - FORMATION AREA LOCATION: N/A

For Run/Walk/Parades - STARTING POINT: N/A

For Run/Walk/Parades - ENDING POINT: N/A

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

Map attached.

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

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

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

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

Parks Portable Toilets 919-735-9402

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

N/A

How do you plan to remove garbage and/or recycling? (City receptacles must be requested separately no less than 30 days prior to the event.)

Rotary members will collect and dispose of trash. Very minor trash involved in this event.

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

- ☒ Yes ☐ No Does the event involve the sale of food and/or alcohol? Alcohol only  
If "YES" has the health department been notified? N/A Brew Masters Food Truck
- For events with food, a letter from the health department must be submitted 30 days prior to the event.
    - Health Department: (919) 731-1000
  - The ABC Permit, issued by the NC ABC Commission, must be submitted to the Downtown Goldsboro office prior to the event. The event permit will not be issued until the ABC Permit is submitted.
    - NC ABC Commission: (919) 779-0700

- ☒ Yes ☐ No Will there be musical entertainment at your event?

If "YES", please provide the following information:

- Amplification? ☒ Yes ☐ No

**Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.**

- ☒ Yes ☐ No Will there be any tents or canopies in the proposed event site? If "YES", please provide the following information:

- Approximate Number of tents: 12
- Approximate Sizes: 1-20x20, 1-40x60, 10-10x10
- Will any tent exceed 400 sq. feet in area? ☒ Yes ☐ No

**Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent.**

▪ City of Goldsboro Inspections Department (919) 580-4385

- ☒ Yes ☐ No Will you require electrical hook-ups for this event? (Please note that electrical availability is limited.)

- ☒ Yes ☐ No Will admission fees be charged to attend this event?

If "YES", provide the cost(s) of all tickets: \$35

- ☒ Yes ☐ No Will fees be charged to vendors to participate in this event?

If "YES", please provide the schedule of fees: \$50/vendor

- ☒ Yes ☐ No If your event requires the closing of a street(s), have all property/business owners within 100 feet of the event space been notified via hand-delivered flyer or letter by applicant, stating time, place and description of event? **Please complete page 7 and submit with the application.**

*\*The temporary closing of a NC Department of Transportation street would be at the discretion of the NC Dept. of Transportation.*

- ☒ Yes ☐ No Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at <http://www.goldsboronc.gov/special-events/>.

**VI. Miscellaneous:**

**Parking:**

- How will overall patron parking be accommodated for this event? use of existing downtown parking

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

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

\*\* For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.

### Agreement

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Goldsboro Police Department

Community Police Services

Attn: Sgt. Jason Adams

204 S. Center Street

Goldsboro, NC 27530

jadams@goldsborongov

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Jason Adams at [jadams@goldsborongov](mailto:jadams@goldsborongov).

For Inner Office Use Only:

\_\_\_\_\_  
Goldsboro Police Department Representative

\_\_\_\_\_  
Downtown Goldsboro Representative




## Special Event Release of Liability Waiver

The undersigned person is applying for Use of City-Owned Property for Special Event on behalf of

Three Eagles Rotary Club - Goldsboro 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 16 day of JANUARY, 2018.

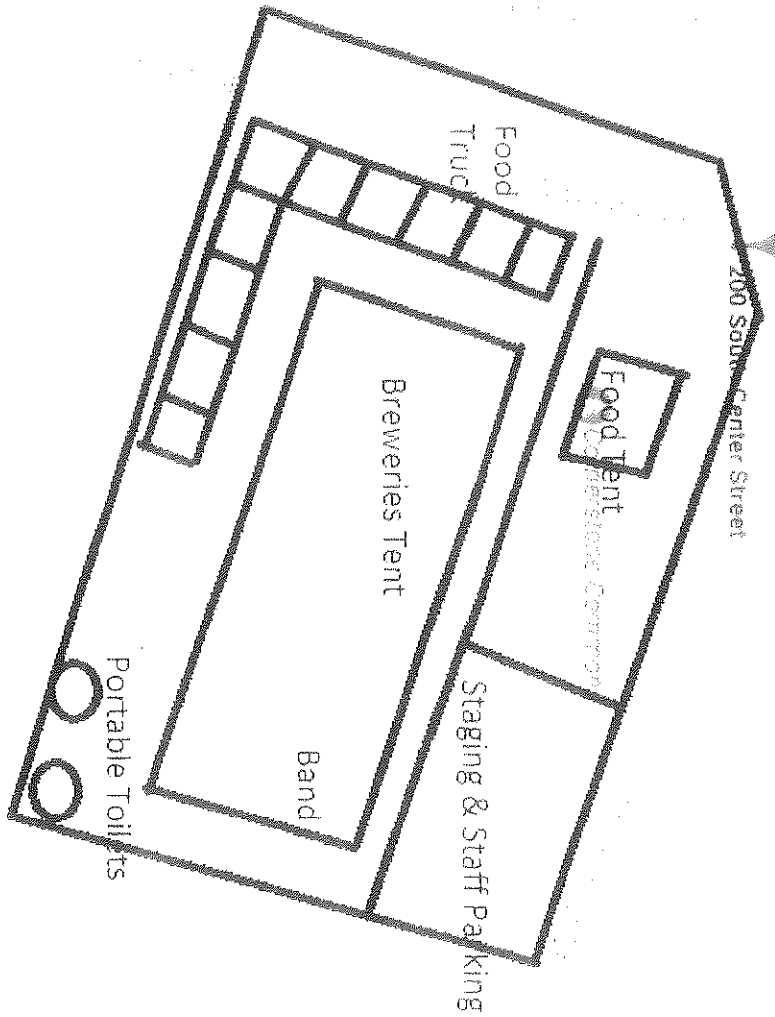
  
\_\_\_\_\_  
(SEAL)

(Applicant & Authorized Representative of Event)

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







Three Eagles Beer Festival - May 5, 2018 - 1:00pm - 6:00pm

4/20/18

8/6/18

4/24/18

5/1/18

5/20/18



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2018

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita	
	PHONE (A/C, No, Ext): 1-833-3ROTARY FAX (A/C, No): E-MAIL: rotary@ajg.com ADDRESS:	
INSURED All Active US Rotary Clubs & Districts Three Eagles Rotary Club - Goldsboro ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Goldsboro, North Carolina  
Three Eagles Rotary Club - Goldsboro  
Three Eagles Beer Festival  
May 5, 2018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Departmental Monthly Reports January 2018

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

# Human Resources Management Department MONTHLY REPORT – JANUARY 2018

Prepared by: Pamela C. Leake

The Human Resources Department posted 20 job vacancies and processed 321 applications. 163 notices were sent to applicants not selected for an interview and 16 notices were sent to applicants interviewed but not selected for hire. We welcomed 10 new hires in January: nine full-time employees – **Cyrenna Bell (Compost Plant Operator, Compost Plant); Derek Bergeron (Firefighter); Thomas Chambers (Police Officer); Ben Farlow (Goldsboro Event Center Manager); Hunter Graham (Police Officer); Austin Minor (Firefighter); Gregory Pippin (Senior Fleet Mechanic, Public Works – Garage); Eric Scott (Firefighter), and Tanner Smith (Police Officer)** and one part-time employee – **Donta Lewis (Recreation Aide, Parks and Recreation)**. There was one resignation: **Taj Polack (Firefighter)**, one assignment ended (**Mary Lou Rose, Community Affairs Specialist**), and two terminations: **David Braswell (Utility Maintenance Mechanic, Public Works)** and **Andrew Seaman (Police Officer)**. **Total employment: 550** (459 full time and 91 part-time).

The Wellness Committee solicited new members for 2018. Five new employees will come onboard in February. Their names, as well as departments represented, are as follows: Bobby Croom (Engineering); Brian Davis (Fire); Ashlin Glatthar (Travel & Tourism); LeAnn Rabun (Police), and Gerald Stickle (Public Works – Solid Waste). The 2018 benefits booklet is currently under revision. Plans are underway to recognize the administrative assistants for Administrative Professionals' Day on April 25, 2018.

Active Shooter training was conducted on January 22 at City Hall and January 25 at Public Works. Corporals Andrew Nail and Dillon Fleming with Goldsboro PD conducted the training. Security camera signs were purchased. The Personal Injury form was revised and is currently in use. An electronic version will be uploaded and placed on line to replace the current forms. The Vehicle Accident form will also be revised. Chainsaw safety training has been confirmed for March 1. Trainer is Gary Causby with Mid Atlantic Stihl. The safety coordinator attended the monthly board meeting with Eastern Carolina Safety and Health School on January 10 in Raleigh. Monthly fire extinguisher inspections were conducted. Feedback is being requested regarding a bicycle policy. A draft was sent via email on November 17 and the safety committee is reviewing it to provide feedback. Suggestions are also being solicited on procedures to update the safety manual. The existing manual is outdated and not in compliance with current regulations. Department applications were completed for this year's NC Department of Labor annual safety awards. Five cases were presented before the Safety Committee (three vehicle accidents and two personal injuries). Recommendations will be sent to the City Manager for final review.

This month's health beat was **Hearing Conservation**. 35 employees participated. There were 56 clinic visits this month. The Biggest Winner contest is underway with 19 participants.

Random Drug Screens	Post-Accident Drug Screens
Non-DOT: 8 tested; 2 breathalyzers – All negative	Non-DOT: 2 tested; Negative results
DOT: None tested	DOT: None tested

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	264												
New Hires*	9												
Separations*	3												
Vehicle Accidents	3												
Workers Compensation	2												

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	391	182	269	321	241	316	384	237	206	203	135	104	241
New Hires*	12	6	1	7	2	3	3	10	3	3	1	6	5
Separations*	3	0	2	2	3	5	2	2	3	3	2	3	2
Vehicle Accidents	2	0	3	2	5	4	2	0	1	0	1	3	2
Workers Compensation	1	0	1	0	1	0	0	0	1	1	2	2	1

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

- Due to lack of a quorum, the scheduled Community Affairs Commission meeting for Tuesday, January 9, 2018 was canceled. The next scheduled meeting is Tuesday, March 13, 2018 at 6:00 p.m.
- Community Relations received five (5) housing complaints and one (1) consumer complaint. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: three (3) rental and utility assistance, two (2) complaints against landlords for inadequate/decent housing conditions of rental properties, and one (1) consumer complaint related to education. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Department along with the Sponsoring Partners of the City Summer Youth Employment Initiative program facilitated three (3) Mandatory Information Sessions on January 9<sup>th</sup>, 11<sup>th</sup>, and 31<sup>st</sup>. The number of youth that attended one of the three Sessions was 130. The program official start date for accepting applications from youth and recruiting of Worksites was January 9<sup>th</sup> and will run until February 9<sup>th</sup>.
- The Department through the Urgent Repair Program URP16 completed ten (10) very-low and low-income housing units to address housing conditions. Housing conditions that posed imminent threats to their life and/or safety and/or provided accessibility modification and other repairs necessary to prevent displacement. The total hard cost of URP16 provided was \$75,400.

Street address of completed unit	City/town of completed unit	County of completed unit	Zip code	Sq. ft. size of unit	URP Hard Costs	Other hard costs identified by source		URP Program Support	Total URP \$ HC + PS
						Amount	Source		
401 Linwood Ave	Goldsboro	Wayne	27530	1,789	\$8,000				\$8,000
1208 Beech St	Goldsboro	Wayne	27530	1,857	\$5,000				\$5,000
307 N. Carolin St	Goldsboro	Wayne	27530	1,709	\$8,000				\$8,000
415 Murray St	Goldsboro	Wayne	27530	1,216	\$8,000				\$8,000
903 Pitman St	Goldsboro	Wayne	27530	1,350	\$8,000				\$8,000
407 S. Johnson St	Mount Olive	Wayne	28365	840	\$8,000				\$8,000
400 S. Andrew	Applicant withdrew from the program after bid opening/award of projects								
700 Luther Dr	Goldsboro	Wayne	27534	1,416	\$8,000				\$8,000
707 Luther Dr	Goldsboro	Wayne	27534	1,558	\$8,000				\$8,000
3910 Central Heights Rd	Goldsboro	Wayne	27534	1,404	\$7,900				\$7,900
128 County Rd	Mount Olive	Wayne	28365	1,704	\$6,500				\$6,500

- The Goldsboro Mayor's Youth Council (GYC) did not meet on Tuesday, January 3<sup>rd</sup> due to inclement weather; however, they did meet on Tuesday, January 24<sup>th</sup> at 7:00 pm. On Saturday, January 27, 2018, GYC members volunteered at First Christian Church for the Last Saturday Supper. They made sandwiches and distributed supper to the homeless. Goldsboro Mayor's Youth Council has been selected to host the NC Youth Council's 2018 State Youth Council Spring Convention May 18<sup>th</sup> – 20<sup>th</sup>, more information to be provided closer to the date.

2018 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5												5
Consumer	1												1
2017 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5	0	5	2	3	1	7	5	1	3	5	7	4
Consumer	2	0	3	1	0	0	0	0	1	0	0	0	1



## Monthly Report- January 2018

Prepared by: Sherry Archibald, Director

- Tippy Toes Showcase and the AKA Debutante Ball took place on the Paramount stage in January.
- The Paramount Theatre Foundation hosted a Wine Tasting Benefit and premiered the Malpass Brothers documentary. These two events brought patrons from as far away as Oklahoma, Texas and New York. Paramount staff continues to work with the producers and Malpass Brothers agents to premiere the documentary on public television.
- The Holiday & Classic film series featured Casablanca.
- Director, Sherry Archibald, interviewed candidates for Event Center Manager, Custodian and Patron Administrative Services positions.
- Stephanie Slusser, Service Coordinator, attended Arts Accessibility Session.
- Director attended the NC Presenters Consortium Booking Meeting in Spindale NC.
- Paramount & GEC staff met for the quarterly staff meeting.
- Paramount staff participated in the following meetings, presentations or training: Downtown Merchant Association; Dance Touring Initiative Conference Call; Chamber's Junior Leadership Council, DGDC Promotions, NC Poverty Report.
- Expenses -January \$32,968.90 Labor -\$15,462.65/Operational - \$17,506.27  
Revenue -January \$16,549.47 Rentals -\$13,686.00/Tickets \$2,414.75/Concession\$448.72

	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$32,968												\$32,968	\$32,968
Rev	\$16,549												\$16,549	\$16,549
	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$35,209	\$28,009	\$42,454	\$25,801	\$31,732	\$18,825	\$39,124	\$23,925	\$31,356	\$44,428	\$54,422	\$32,621	\$33,992	\$407,906
Rev	\$12,929	\$13,197	\$21,544	\$3,845	\$22,670	\$5,648	\$6,097	\$18,040	\$3,454	\$21,841	\$17,422	\$24,984	\$14,305	\$171,671



- The Goldsboro Event Center was utilized for two uses in January including the City/County Annual Luncheon and the Chamber of Commerce annual banquet.
- With the support of Public Works, GEC staff addressed facility maintenance issues including roof and plumbing.
- Ben Farlow was hired and began working as the new GEC manager on January 24.
- Expenses-January \$ 5,379.90 Labor - \$2,533.58 /Operational - \$2,846.32  
Revenues-January \$ 2,890.90 Rentals -\$1,638.00/Concessions - \$1,252.90

	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$5,379												\$5,379	\$5,379
Rev	\$2,890												\$2,890	\$2,890
	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$7,619	\$6,442	\$50,093	\$8,627	\$14,882	\$9,201	\$12,472	\$8,056	\$9,183	\$17,808	\$9,840	\$14,042	\$14,022	\$168,265
Rev	\$2,100	\$7,096	\$8,792	\$6,826	\$15,356	\$5,077	\$9,924	\$8,073	\$6,221	\$5,052	\$13,174	\$7,788	\$7,956	\$95,479

\*March 2017 expenses reflect improvements to HVAC system \*October 2017 expense reflects utility bill paid twice

# Goldsboro Inspections Department

## Monthly Report – Jan 2018

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of January totaled \$10,175,306. Six (6) of these permits were new residential single family dwellings at a valuation of \$848,325.

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 \$2,354,655.

All permit fees collected for the month totaled \$30,952. Of the permit fees collected for the month \$3,105 was collected in technology fees. Plan review fees collected during the month totaled \$2,125. Business Registration fees collected \$810.

The Inspectors did a total of 524 inspections for the month. During the month of January eight (8) business inspections were completed. A total of 258 permits were issued for the month. Seventy-five (75) plan reviews were completed for January. We now have a total of 163 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.

<b>2018</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$10												
Residential (thousands)	\$848												
Miscellaneous**(millions)	\$2												
Permit Fees (thousands)	\$31												
Inspections (total)	524												
Permits Issued (total)	258												
Plan Reviews Completed	75												
Minimum Housing in Process	163												

<b>2017</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$11	\$2	\$5	\$33	\$9	\$3	\$3	\$7	\$23	\$3	\$2	\$2	\$9
Residential (thousands)	\$473	\$442	\$1m	\$1m	\$2m	\$1m	\$451	\$0	\$1m	\$2m	\$0	\$39	\$784
Miscellaneous**(millions)	\$5	\$1	\$6	\$9	\$2	\$2	\$1	\$8	\$10	\$4	\$1	\$1	\$4
Permit Fees (thousands)	\$31	\$29	\$31	\$46	\$35	\$46	\$42	\$50	\$51	\$43	\$25	\$23	\$38
Inspections (total)	836	747	775	539	623	610	560	674	621	623	568	431	634
Permits Issued (total)	384	350	353	297	383	339	303	353	263	307	246	197	315
Plan Reviews Completed	43	57	59	57	79	64	53	51	56	70	52	44	57
Minimum Housing in Process	194	190	197	195	198	182	177	178	182	172	155	155	181



January 2018

Prepared By: Julie Metz, Director

**Current Downtown Development Office Projects Staff Worked On Over the Month Include:**

- Staff launched the website for Say I Do to Downtown ([www.sayidotodowntown.com](http://www.sayidotodowntown.com)), a campaign to market downtown as a wedding destination.
- Staff continued to work through TIGER VIII developments. During the month, we were given notice to proceed; developed and began advertising an RFQ for design-build services for Center Street Streetscape, Phase III and began working on development of an RFP for the Wayfinding Signage Fabrication & Installation project expected to be released by early March.
- Staff met with representatives of NCDOT Rail Division to discuss close out of the Enhancement Grant.
- Staff attended Strategic Planning meetings with City representatives and prepared various projects related to this effort.
- Staff worked with Public Works to get Cornerstone Award plaque installed.
- Staff worked with the National Main Street Center and the One Main Financial Company to discuss ideas and logistics for implementation of the grant they are providing downtown Goldsboro. An RFQ to solicit artists for varying murals will occur during the month of February prepared by the Downtown office in partnership with the Arts Council and Travel & Tourism Department.

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

- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming city and DGDC events and filmed WGTN and WRAL segments.
- Staff attended the Merchants Association Meeting on January 2<sup>nd</sup>.
- Staff attend the Joint City/County Council Meeting on January 10<sup>th</sup>.
- Staff attended a Social Media Committee meeting on January 11<sup>th</sup> and 24<sup>th</sup>.
- Staff attended a ribbon cutting for The Ice Storm on January 16<sup>th</sup>.
- Staff attended the Chamber's Annual Banquet on January 25<sup>th</sup> where one downtown business won an award. Goldsboro Brew Works won Small Business Start-Up of the Year.
- Staff attended a Beak Week Meeting on January 24<sup>th</sup>.
- Staff attended ShowFest in Charlotte, NC on January 27-29<sup>th</sup>.

**DGDC Events or Activities that Staff Administered or Assisted During the Month:**

- Staff facilitated and attended the following monthly meetings; DGDC Board (1/17), DGDC Executive Committee (1/10), DGDC Promotions Committee (1/9), DGDC EV Committee (1/9), DGDC Design Committee (1/9).
- DGDC/Downtown Annual Sponsorship Campaign: To Begin January 2018. An effort to raise \$80,000 to fund Center Street Jams and other DGDC Board downtown events and activities for the year.

**Upcoming Events/Activities:**

- Shop the Block: February 2-3

**Businesses Opening/Properties Purchased:**

- Artistic Dance Academy – 228 N. Center Street – Coming soon
- Bread of Heaven – 120 E. Mulberry Street – Opened in January
- Downtown Pharmacy – 151 N. Center Street – Coming Soon
- CrossFit Bohica – 109 E. Ash Street – Coming Soon

**Other Activities or Projects that Occurred:**

- Erin presented on behalf of DGDC at the January 16<sup>th</sup> SJAFB Newcomer's Briefing.
- Staff met with the Arts Council, Travel and Tourism, Paramount and the Museum to discuss ideas.
- Staff met with 9 potential new property owners and/or new business interests.
- Staff met with and visited 32 current business owners during the month.
- During the month, staff received 115 visitors, 496 phone calls in, 147 phone calls out, 2,987 emails in, 1,576 emails out, 113 hours (approximately) of visits/meetings with businesses/property owners.



# Information Technology

## Monthly Report – January 2018

Prepared by: Tyler Mooring

- Installed and spliced fiber optic cable connections required to do Facebook Live and Live Television for the City Council Work Sessions.
- Successfully implemented fiber connections and equipment to broadcast Facebook Live and City Council Work Sessions. Worked with the County to update equipment used for live television broadcasting and began live television broadcasting of City Council Work Sessions. Continued to broadcast regular City Council meetings on Facebook Live.
- Created and launched the brand new Parks and Recreation website and Say I Do Downtown Goldsboro website.
- Prepared and configured the new GWTA equipment for installation to take place in February.
- Recorded a tour of the Inspections Department on Facebook Live to give the public an insight on the daily functions and activities that take place in the department.
- Deployed demo units for mobile data terminals in the Goldsboro Police Department and Goldsboro Fire Department in preparation for replacement.
- Deployed in-car camera system demo for Goldsboro Police Department.
- Deployed body-camera system demo for Goldsboro Police Department.

2018	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	578												
Tickets Closed	504												

2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	492	427	530	357	349	410	367	538	403	520	461	401	439
Tickets Closed	483	448	492	344	326	401	356	543	409	470	427	380	427

## Monthly Highlights

**D&C:** Responded to 77 after hours calls for a total of 117.5 hours. Tested 1 external backflow device. Water Repairs consisted of 44 service lines and meter repairs and 43 water mains (20- 6 inch lines, 22- 2 inch lines, 1- 8 inch line).

**Streets & Storms:** Provided assistance to D & C division in order to help expedite repairing over 75 water line breaks in just three weeks; hauled 12 loads of rock for Park and Rec...Stoney creek park , Skate park and Berkley Park; started Hwy 70 fence removal project; successfully responded to two snow events.

**Bldg. Maint.:** Responded to over 200 building maintenance items plus 95 misc. items assisting other departments to include removing all Christmas decorations downtown: cleaned up and painted front of Paramount in preparation for the 10 year anniversary.

Departments		2018												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	7.4												7.4
	Lines Camera'd (1000-ft)	5.1												5.1
	Water Repairs	87												87.0
	Sewer Repairs	4												4.0
	Hydrants Replaced/Fixed	3												3.0
	Meter Install/Changed	25												25.0
Bldg Maint.	Radio, Electrical, Bldg	225												225.0
	Sign Repairs	43												43.0
Garage	Total Work Orders	360												360.0
	Total Fuel Cost (x1000)	\$ 55												55.0
Solid Waste	Refuse (x1000 tons)	0.9												0.9
	Recyclables (tons)	102												101.6
	Leaf-n-Limbs (x1000 tons)	0.5												0.5
Cemetery Funerals		8												8.0
Streets & Stormwater	Utility Cut Repairs	0												0.0
	Pot Hole Repairs	45												45.0
	Streets Swept (miles)	82.5												82.5
	ROW Mowing (ac)	0												0.0
	City-Owned Lots Mowing	0												0.0
2017														
Distribution & Collections	Utility Line Maint (1000-ft)	33.5	28.0	35.9	21.4	21.3	7.6	6.1	32.7	19.2	13.4	11.1	12.8	20.3
	Lines Camera'd (1000-ft)	4.5	17.5	6.3	10.7	15.2	8.1	12.5	11.1	12.3	12.3	13.3	6.5	10.9
	Water Repairs	42	20	27	35	28	28	20	30	22	23	39	29	28.6
	Sewer Repairs	55	48	105	100	90	19	14	26	39	12	9	5	43.5
	Hydrants Replaced/Fixed	24	18	64	53	38	24	45	32	58	38	40	8	36.8
	Meter Install/Changed	48	37	43	19	55	41	18	34	20	42	34	18	34.1
Bldg Maint.	Radio, Electrical, Bldg	164	108	136	137	156	155	126	174	176	128	183	117	146.7
	Sign Repairs	65	96	61	46	70	75	72	33	53	91	25	28	59.6
Garage	Total Work Orders	334	320	387	304	277	299	292	415	280	370	290	260	319.0
	Total Fuel Cost (x1000)	\$ 57	\$ 51	\$ 56	\$ 49	\$ 55	\$ 58	\$ 50	\$ 68	\$ 58	\$ 60	\$ 54	\$ 41	54.8
Solid Waste	Refuse (x1000 tons)	0.9	0.7	0.9	0.8	0.9	0.9	0.9	0.9	0.81	0.9	0.8	0.8	0.9
	Recyclables (tons)	70	86	83	107	116	88	81	117	110	106	88.5	111	97.0
	Leaf-n-Limbs (x1000 tons)	0.7	0.8	0.9	0.8	1.0	0.8	0.8	0.9	0.87	0.81	1.04	1.16	0.9
Cemetery Funerals		3	6	3	5	6	2	8	5	6	3	5	5	4.8
Streets & Stormwater	Utility Cut Repairs	15	25	11	13	5	17	24	17	13	6	13	15	14.5
	Pot Hole Repairs	57	42	52	48	57	24	72	64	46	95	41	10	50.7
	Streets Swept (miles)	144	113	110	60.5	246	128	142	65	93.6	155	160	132	129.1
	ROW Mowing (ac)	0	0	0	16.0	28.0	8.0	23.5	12.0	5.0	26.0	36	0	12.9
	City-Owned Lots Mowing	0	0	0	101	123	211	266	182	190	175	72	0	110.0

## Public Utilities Department Monthly Report- January 2018

Report prepared by: Michael Wagner

### Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for January were 7.66 MGD. Westbrook Pump Station lost the Variable Frequency Drive on the # 3 pump and still has ongoing repairs due to Hurricane Matthew. The cities other 25 pump stations are operating well.

### Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. New Hope Water Tank came offline the week of February 12, 2018 to repair the overflow tube.

### Compost Facility

Three hundred and ninety five cubic yards of compost/mulch was sold in January 2018. The Compost Facility trommel screen is out of service due to motor failure.



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

2018 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.625												6.625
Sewer**	7.66												7.66
CY Compost	395												395

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

2017 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.092	4.974	4.509	4.836	5.080	5.088	5.731	5.403	5.312	5.261	5.024	5.500	5.151
Sewer**	10.44	8.47	8.21	10.25	12.35	9.06	6.97	6.85	8.41	7.16	6.49	7.24	8.49
CY Compost	54	546	845	1484	923	836	496	394	538	564	86	104	572

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

		<b>Finance Department</b>			
		<b>Monthly Report - January 2018</b>			
<b>Finance Director</b>					
<b>FY 2017-18</b>					
<b>GENERAL FUND</b>					
			<b>Actual to Date</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>
			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>
					<b>YTD %</b>
<b>Revenues</b>					<b>Collected</b>
	Tax Revenues		\$ 14,100,063	\$ 16,338,000	\$ 13,756,356
	License & Permits		194,655	365,400	215,399
	Revenue Other Agencies		9,905,375	18,196,342	14,709,492
	Charges for Services		2,897,297	4,629,630	2,625,909
	Capital Returns		250,322	304,200	109,861
	Miscellaneous Revenues		460,647	1,148,000	190,554
	FB Withdrawal/PO Appropriation			6,516,214	
	Total		\$ 27,808,359	\$ 47,497,786	\$ 31,607,571
			<b>Actual to Date</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>
			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>
					<b>YTD %</b>
<b>Departmental Expenditures</b>					<b>Collected</b>
	Mayor/Council		\$ 166,322	\$ 400,856	\$ 238,278
	City Manager		406,421	1,104,555	463,321
	Human Resources Management		348,299	598,519	353,585
	Community Relations		70,263	137,539	106,983
	Paramount Theater		300,752	464,980	258,848
	Goldsboro Event Center		69,141	146,961	76,783
	Inspections		412,364	926,411	563,612
	Downtown Development		242,355	375,304	194,074
	Information Technology		910,319	1,191,485	681,788
	Public Works - Adm.		274,911	444,715	228,087
	Garage		1,286,591	2,161,402	1,225,807
	Garage Credits		(738,655)	(1,650,000)	(638,081)
	Building & Traffic Maint.		336,812	539,164	321,285
	Cemetery		189,920	336,786	181,757
	Finance		687,700	1,313,583	688,996
	Office Supplies Credits		(3,505)	(9,000)	(3,880)
	Planning & Redevelopment		965,668	1,376,216	643,863
	Postage Credits		(11,885)	(30,000)	(11,221)
	Streets & Storms - General		1,027,698	1,916,144	981,348
	Streets & Storms - Utilities		375,546	529,200	328,189
	Street Paving		217,125	75,000	0
	Solid Waste		1,680,630	2,886,473	1,734,693
	Engineering		526,535	974,627	549,008
	Fire Department		3,512,144	7,602,315	5,044,046
	Police Department		5,137,428	9,998,337	5,445,484
	Special Expense Fees		3,004,781	8,959,600	6,115,685
	Parks & Recreation		1,876,986	4,025,165	1,958,218
	Golf Course		405,276	701,449	400,420
	Total		\$ 23,677,942	\$ 47,497,786	\$ 28,130,974

UTILITY FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Revenues</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
	Charges for Services		\$ 8,745,768	\$ 15,640,500	\$ 8,977,959	57.40%
	Capital Returns		18,125	21,193	19,290	91.02%
	Miscellaneous Revenues		120,232	913,000	1,670,705	182.99%
	FB Withdrawal/PO Appropriation			\$ 7,814,638	\$ -	0.00%
	Total		\$ 8,884,125	\$ 24,389,331	\$ 10,667,954	43.74%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Departmental Expenditures</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
	Distribution & Collections		\$ 1,689,363	\$ 3,548,176	\$ 1,619,582	45.65%
	Water Treatment Plant		2,690,720	4,771,976	2,458,288	51.52%
	Water Reclamation Plant		3,120,415	7,521,742	2,906,354	38.64%
	UF - Capital		333,777	7,588,119	2,613,637	34.44%
	Compost Facility		291,535	959,318	511,681	53.34%
	Total		\$ 8,125,810	\$ 24,389,331	\$ 10,109,542	41.45%
DOWNTOWN DISTRICT FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Revenues</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
	Tax Revenues		\$ 56,218	\$ 71,236	\$ 56,802	79.74%
	Capital Revenue		99	90	236	262.22%
	FB Withdrawal/PO Appropriation			11,323		
	Total		56,317	82,649	57,038	69.01%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Departmental Expenditures</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Spent</b>
	Downtown District		\$ 43,637	\$ 82,649	\$ 16,230	19.64%
	Total		\$ 43,637	\$ 82,649	\$ 16,230	19.64%
OCCUPANCY TAX FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Revenues</b>			<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Collected</b>
	Occupancy Tax/Civic Center		\$ 403,925	\$ 675,000	\$ 372,503	55.19%
	Occupancy Tax/Travel & Tourism		100,981	165,000	93,126	56.44%
	County of Wayne Occupancy Tax		37,993	165,000	118,564	
	Capital Returns/Misc./Property Sale		\$ 3,237	\$ 42,052	\$ 6,063	0.00%
	FB Withdrawal/PO Appropriation		\$ -	\$ 745,691		
	Total		\$ 546,136	\$ 1,792,743	\$ 590,256	32.92%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Departmental Expenditures</b>			<b>FY '15-16</b>	<b>FY '16-17</b>	<b>FY '16-17</b>	<b>Collected</b>
	Civic Center		\$ 569,098	\$ 1,462,643	\$ 908,093	62.09%
	Travel & Tourism		138,492	330,100	214,748	65.06%
	Total		\$ 707,590	\$ 1,792,743	\$ 1,122,841	62.63%

STORMWATER FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Revenues</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
	Stormwater Fee		\$ -	\$ 1,073,672	\$ 302,661	28.19%
	FB Withdrawal/PO Appropriation					
	Total		-	1,073,672	302,661	28.19%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Departmental Expenditures</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Spent</b>
	Stormwater Division		\$ -	\$ 1,073,672	\$ 192,266	17.91%
	Total		\$ -	\$ 1,073,672	\$ 192,266	17.91%

Prepared by: Sally Johnson

During the month of January, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. Work has continued on having case files scanned into the City's system. The City received 26 hours of Community Service work. Code Enforcement is now issuing \$25.00 **parking violation tickets** within the downtown area or upon notification elsewhere in the City. During the month of January, 11 tickets were issued. Four tickets were paid in January. Staff, along with IT, will be working towards having unpaid tickets linked to DMV in order to require payment prior to issuance of a yearly license.

Parked in Wrong Direction	7
Parked in Proximity to Fire Hydrant	
Parked in a Prohibited Area (No Parking Zone)	4
Other (Bus Loading Zone, Crosswalk, Sidewalk)	

[illegible][illegible]



**ENGINEERING DEPARTMENT  
MONTHLY REPORT – JANUARY 2018**

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

**Stoney Creek Sanitary Sewer Outfall Rehabilitation Project**

- Project is complete;
- CWSRF provided final reimbursement on January 5, 2018.

**Stoney Creek Stream Enhancement – Phase II**

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

**Stoney Creek Greenway**

- Staff is currently working through the Preliminary Engineering portion of this project;
- Construction is anticipated to be complete at the end of 2018.

**Phase IV Sewer Collection Rehabilitation**

- Start of construction anticipated Summer 2018.

**Center/Holly Street Water Tank Painting**

- Start of construction has been updated to early Spring of next year due to Christmas lighting;
- Staff completed plans and specifications with a scheduled bid opening for February 9, 2018.

**2017-2018 Bituminous Concrete Street Resurfacing Project**

- Construction is approximately 90% complete.

**SJAFB Sewer Outfall Improvements**

- Staff is preparing design plans and bid documents to replace the sewer line from SJAFB to the Stoney Creek Sewer Outfall;
- Staff is monitoring the SJAFB flow meter to estimate amount of bypass pumping required;
- Anticipated bid advertisement is February/March 2018.

**Glenwood Trail Storm Drain Replacement Project**

- Field survey work is underway for this project for the ditch extending along the rear of 108 South Glenwood Trail to 220 South Glenwood Trail;
- Funding is provided by a \$285,000 Golden Leaf Foundation Grant.

**2018 Street Improvement Project**

- Field survey work is underway for this paving project pertaining to Oak Hill Drive from North Berkeley Boulevard to Green Drive and East Chestnut Street from South Slocumb Street to South Leslie Street.

**Best Management Practices (BMPs) Inspections**

- Approximately 300 BMPs have been approved and 254 BMPs have been constructed to date;
- All BMP inspections have been completed through the month January 2018.



# Goldsboro Fire Department

## Monthly Report – January 2018

Report Prepared By: James Farfour JF/CL

### Fire Prevention and Outreach

- January 8<sup>th</sup> – March 5<sup>th</sup>: EMT Recertification Class. All personnel are required to obtain 28 hours a year.
- January 29<sup>th</sup> – Station Tour – Station 5 – New Hope Methodist Pack 8 Cub Scouts

### Working Structure Fires

- 1/9 – 205 Pearson St.
- 1/17 – 1718 Maple St.
- 1/28 – 407 Mercer St.

### Working Vehicle Fires

- None

<b>2018</b>	<b><u>Jan.</u></b>	<b><u>Feb.</u></b>	<b><u>Mar.</u></b>	<b><u>Apr.</u></b>	<b><u>May</u></b>	<b><u>Jun.</u></b>	<b><u>July</u></b>	<b><u>Aug.</u></b>	<b><u>Sept.</u></b>	<b><u>Oct.</u></b>	<b><u>Nov.</u></b>	<b><u>Dec.</u></b>	<b><u>Avg.</u></b>
<b>Total Incidents:</b>	234												234
<b>Structure Fires:</b>	3												3
<b>EMS Calls:</b>	63												63
<b>Vehicle Accidents:</b>	49												49
<b>Fire Alarms:</b>	49												49
<b>Other:</b>	70												70
<b>Training Hours:</b>	2683												2683
<b>Safety Car Seat Checks:</b>	2												2
<b>Inspections:</b>	52												52
<b>2017</b>	<b><u>Jan.</u></b>	<b><u>Feb.</u></b>	<b><u>Mar.</u></b>	<b><u>Apr.</u></b>	<b><u>May</u></b>	<b><u>Jun.</u></b>	<b><u>Jul.</u></b>	<b><u>Aug.</u></b>	<b><u>Sept.</u></b>	<b><u>Oct.</u></b>	<b><u>Nov.</u></b>	<b><u>Dec.</u></b>	<b><u>Avg.</u></b>
<b>Total Incidents:</b>	268	227	226	206	212	194	204	177	210	218	192	204	212
<b>Structure Fires:</b>	3	4	6	2	2	3	4	4	0	4	4	7	4
<b>EMS Calls:</b>	112	100	99	84	71	69	70	65	86	88	52	79	81
<b>Vehicle Accidents:</b>	33	35	40	35	38	37	29	27	34	43	38	40	36
<b>Fire Alarms:</b>	53	35	38	36	43	43	55	42	43	36	36	32	41
<b>Other:</b>	67	53	43	49	58	42	46	39	47	47	62	46	50
<b>Training Hours:</b>	3209	2870	3457	2153	2001	2020	1532	1686	1587	2496	1939	1286	2186
<b>Safety Car Seat Checks:</b>	6	16	10	8	12	11	5	13	53	6	2	6	12
<b>Inspections:</b>	31	57	53	56	113	120	99	113	70	51	63	37	72

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 -January 2018

Report Prepared by: Michael D. West MDW/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for January 2018 were 265 compare to 238 for December 2017.

Property with an estimated value of \$126,083 was reported stolen while property with an estimated value of \$65,104 was recovered.

Officers arrested 173 people and 292 citations were issued during the month. There were 20 drug -related charges.

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

Revenue collected for January , 2018 included:

Police Reports	\$72.00
Fingerprints	\$90.00

UCR COMPARISON & TREND															
	2018	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		0												0	0.0
Rape(&attempts)		2												2	0.2
Robbery		1												1	0.1
Aggravated Assault		6												6	0.5
Simple Assault		34												34	2.8
Breaking & Entering		40												40	3.3
Larceny		129												129	10.8
Motor Vehicle Theft		7												7	0.6
Arson		0												0	0.0
Fraud		46												46	3.8
TOTALS		265												265	22.1
	2017	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		1	0	0	0	4	0	0	0	0	2	3	1	11	0.9
Rape(&attempts)		0	0	0	0	0	1	0	0	0	0	0	0	1	0.1
Robbery		8	6	9	2	3	10	5	10	2	7	7	12	81	6.8
Aggravated Assault		17	23	25	12	18	13	9	20	21	21	20	14	213	17.8
Simple Assault		24	29	35	38	31	29	48	46	42	24	23	18	387	32.3
Breaking & Entering		24	25	29	45	35	23	34	18	34	23	42	43	375	31.3
Larceny		145	104	126	105	135	122	140	142	122	131	113	141	1526	127.2
Motor Vehicle Theft		7	1	9	3	4	9	7	8	0	2	8	7	65	5.4
Arson		0	0	0	0	0	0	0	0	0	0	1	2	3	0.3
Fraud		36													
TOTALS		262	188	233	205	230	207	243	244	221	210	217	238	2698	221.8

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



**Travel & Tourism Department**  
**Monthly Report – January 2018**  
*Prepared by: Ashlin Glatthar*

- ♣ 86 inquiries were fulfilled for the month of January by the TTO, 102 incoming phone calls, and 26 visitors to the office.
- ♣ Total hotel revenue generated in December was \$1,199,449, which is down -35.7% over last year's earnings due to the exceptional hotel needs generated from Hurricane Matthew. January's earnings report not released at this time.
- ♣ For the month, TTO Facebook page has had 28 new page likes. Posts have reached over 23,000 people with an audience that is 65% non-local and 35% local. Instagram page has 15 new followers. Twitter page has gained 1 new follower. Radio advertisements' impressions exceeded 5,500 for regional listeners.
- ♣ The TTO has sold 41 "I Heart Jet Noise" T-shirts to date.
- ♣ In response to the submitted proposal to host the 2019-2020 MST Gathering of Friends Conference, Goldsboro was selected as a finalist. Although the site visit was successful, and the MST office was torn in their decision making, the host city was awarded to Surf City, NC. The fact that Goldsboro gave the beach a good run for their money speaks volumes to the city's appeal and ability to attract new events and meetings.
- ♣ TTO attended the social media committee meeting on January 8<sup>th</sup>, and Ashlin continues to work with the Strategic Planning Committee to develop the objectives and initiatives of the plan.
- ♣ On January 10<sup>th</sup>, Ashlin presented at the joint city-county meeting summarizing the city's efforts to attract a hotel next to the Maxwell Center, as well as the city-county's current hotel market conditions. Secondary meetings between the city and county occurred to discuss incentive packages for a developer.
- ♣ TTO debuted their Brews & 'Cue Part 2 video on Facebook via likes campaign on Jan. 10<sup>th</sup> leading to 3,000 views and 18,100 people reached.
- ♣ Ashlin held two conference calls with a content sourcing company called Crowd Riff, which uses innovative software to source and store pictures from hashtags and geolocation technology embedded in social media platforms. It provides a way to see how people are experiencing Goldsboro-Wayne County's finest dining, attractions, and amenities, and then link those photos to our website, use them to project onto walls at events or visitor's centers, and all city departments can use it to source content for their postings and printed promotional materials. It's an expensive subscription, but if departments who benefit from this service split the fee, it becomes manageable.
- ♣ Ashlin has worked with the IT department to capture B-Roll for a sports tourism video, and she will contract the editing work soon to begin crafting the final product.
- ♣ Ashlin held a phone conference with a lead generation company called Cvent that provides RFP's and leads to CVB's and destinations to fill their venues with events. It will be a good tool to use to promote and book the Maxwell Center, as well as other public-private venues, to generate economic impact. Our office will target the Raleigh and Greenville markets.
- ♣ Ashlin worked with IT to tabulate and interpret the NC Pickle Fest data to show where out of town visitors are coming from when attending the festival, so marketing efforts can strategically target the areas from which they come producing more overnight stays.
- ♣ On January 26<sup>th</sup>, TTO hosted a hotelier meeting and took the group on a guided tour of the Goldsboro Bridge Battleground, a local Civil War site, in order to give first-hand experience to hotel staff of what visitors can experience when visiting Goldsboro.

- ♣ Ashlin attended the NC Association of Festivals & Events' annual conference called Showfest. It was held in Charlotte on January 27<sup>th</sup>-29<sup>th</sup>. Each year, the association has an awards ceremony recognizing the tremendous festivals and events in the state that have demonstrated positive impacts on communities. Wayne County took home 4 awards for NC Pickle Festival, Beak Week Poultry Festival, and the top award for Event of the Year went to Wings Over Wayne Air Show.
- ♣ Ashlin met with Scott Barnard with Parks & Rec to hold a conference call with the president of the American Cornhole Organization to discuss the possible return of the NC State Championships this year. Because of the lack of economic impact and decreased number of participants, Ashlin is advising that the tournament discontinue or be approached in a creative way that attracts more participants to the sporting event if held in 2018. Plans for the tournament are TBD.
- ♣ Julie Metz with the Downtown Development Office has received news of a \$25,000 grant from One Main Financial being awarded to Goldsboro to enhance the Goldsboro downtown district. After hearing the focus of the DGDC's work plan for the 2018 year, Ashlin suggested that the grant money be used for a mural that speaks to the theme of African American Music Trail that runs through Goldsboro. Kinston has a music park dedicated to the trail, and Goldsboro could use a fixed space that honors the African American heritage and musical talent that came out of our city. Ashlin, Wendy Walker, and Julie are the creative team leading this grant project.
- ♣ TTO hosted the NCYSA and ODP soccer Tournament and Facility Directors on Jan. 31<sup>st</sup> for a site tour of the new Multi-Sports Complex. Parks & Rec Director and staff members also attended the tour. Our departments gave a window tour of our downtown, took them the lunch at the famous Wilber's BBQ restaurant, and walked the property of the complex. It was a successful meeting that produced more leads and opportunities for events at the complex and Maxwell Center.

#### **Occupancy Tax Collections YTD**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
<b>2017-18</b>	\$81,794	\$70,849	\$71,323	\$66,920	\$68,268	60,726	\$43,748						<b>\$463,736</b>	<b>\$66,248</b>
<b>2016-17</b>	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	75,368	68,577	64,312	64,218	<b>\$844,303</b>	<b>\$70,359</b>
<b>2015-16</b>	\$61,028	\$63,983	\$60,865	\$59,833	\$38,804	\$76,708	\$51,604	\$40,667	\$53,901	74,014	64,909	66,722	<b>\$712,498</b>	<b>\$59,375</b>

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
FEBRUARY 19, 2018

- SUBJECT:** Amending Chapter 32 Boards and Commissions of the Code of Ordinances of the City of Goldsboro
- BACKGROUND:** The City of Goldsboro recognizes and values the importance of citizen participation in local government. The City utilizes boards and commissions as a mechanism to engage citizens in the democratic process. Many of the descriptions of these boards and commissions are located in Chapter 32 of the City of Goldsboro's Code of Ordinances, however, the Recreation Advisory Commission and the Goldsboro Municipal Golf Course Committee is located in Chapter 97. Boards and commissions terms vary from two years to five years.
- DISCUSSION:** At the work session on November 20, 2017, Council discussed the lengths of terms, eliminating the Appearance Commission, combining the Community Affairs Commissions and Advisory Commission on Community Development and the importance of having a diverse representation on all boards. In an effort to make the various boards and commissions more centralized in the Code of Ordinances and have similar structure, staff recommended creating a new section in Chapter 32 that includes a reference to a General Rules of Order Policy for Boards and Commissions and a Conflict of Interest Policy Statement to replace the following:
- 32.060 – 32.064 Advisory Commission for Community Development
  - 32.105 – 32.110 Appearance Commission
  - 32.125 – 32.127 Historic Commission
  - 32.155 – 32.167 Community Affairs Commission
  - 32.180 – 32.193 Youth Council
  - 32.200 – 32.211 Mayors Committee for Persons with Disabilities
  - 97.30 Parks and Recreation Advisory Committee
  - 97.32 Municipal Golf Course Committee
- RECOMMENDATION:** Staff recommends Council adopt the following entitled Ordinance amending Chapter 32 of the Code of Ordinances and approve the Conflict of Interest Policy Statement and General Rules of Order for Boards and Commissions.

DATE: \_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_  
City Manager

ORDINANCE NO. 2018 - \_\_\_\_

AN ORDINANCE AMENDING CHAPTER 32 BOARDS, COMMISSIONS AND DEPARTMENTS  
OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, the City of Goldsboro recognizes and values the importance of citizen participation in local government; and

WHEREAS, the City of Goldsboro utilizes volunteer boards and commissions as a mechanism to engage citizens in the democratic process; and

WHEREAS, In an effort to make the various boards and commissions more centralized and have similar structure, staff recommended creating a new section in Chapter 32 that includes a reference to a General Rules of Order Policy for Boards and Commissions and a Conflict of Interest Policy Statement to replace the following:

- 32.060 – 32.064 Advisory Commission for Community Development
- 32.105 – 32.110 Appearance Commission
- 32.125 – 32.127 Historic Commission
- 32.155 – 32.167 Community Affairs Commission
- 32.180 – 32.193 Youth Council
- 32.200 – 32.211 Mayors Committee for Persons with Disabilities
- 97.30 Parks and Recreation Advisory Committee
- 97.32 Municipal Golf Course Committee

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, Chapter 32 be amended as mentioned above and as follows:

Chapter 32

Section 32:300

**32.300 Boards and Commissions Purpose Statement.** The City Council of the City of Goldsboro recognizes and values the importance of citizen participation in local government and strives to select citizens from the entire community to serve on boards and commissions taking into consideration gender, race and residence on a geographical basis. The City of Goldsboro utilizes volunteer boards as a mechanism to engage citizens in the democratic process. The primary responsibility of these boards is to provide advice to the city council from a citizen perspective.

**32.301 General provisions.**

(A) Definitions.

1. Board. For the purposes of this article, the word "board" shall mean and include any board, commission, committee, agency or similar group made up in whole or in part of nonelected appointees



of the city council, whether established by general statute, charter, ordinance, resolution, motion or otherwise. Notwithstanding the preceding, for special committees, task forces and the like, this Article shall apply only as appropriate, and the mayor shall have appointment responsibility as provided in the City of Goldsboro's Code of Ordinances Chapter 30 Section 30.01.

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

### **32.302 Membership, general.**

(A) Membership eligibility and appointment process. In order to be eligible for appointment to a board, a person must be 18 years of age or older and a City of Goldsboro resident for the duration of the appointment term, unless otherwise provided by law or ordinance, and must file an application on a form provided by the city clerk. Unless otherwise directed, or unless otherwise explicitly provided for elsewhere in this Code, all appointments to all boards, shall be made by the council as a whole. Unless otherwise directed, no person shall serve on more than one board at the same time.

(B) Unexpired terms. The council intends to make appointments to fill unexpired portions of terms created by vacancies, as expeditiously as possible. Further, the council recognizes that the urgency of filling such vacancies may vary depending upon the circumstances of the vacancy.

(C) Removal. All members of all boards shall serve at the pleasure of the city council, regardless of the terms for which appointed, and the city council may in its discretion, at any time, remove any members of any board for any reason, including inefficiency, neglect of duty, or malfeasance in office.

(D) Resignations. If a member concludes that he or she will have difficulty fulfilling the volunteer commitment, the member may voluntarily resign from the board. Notice should be communicated in writing to the city clerk's office. Members who have been removed from a board or who have resigned prior to completion of their term shall disclose such fact in any subsequent application for board appointment.

**32.303 Election of Officers.** The Board shall elect a chairperson and vice chairperson and such other officers as it may deem proper. The term of the chairperson shall be one year, with eligibility for reelection.

**32.304 Terms of office.** The terms of office of members of all boards appointed by the city council shall be three years unless otherwise provided by law or ordinance or unless a vacancy is being filled, in which case a term may be one, two, or three years, depending on the remainder of the term. Terms on all boards shall be staggered, with the terms of approximately one-third of the membership expiring each year to ensure there is always one or more members with experience on each board. All terms shall begin on January 1 following appointment. A person shall normally serve no more than two consecutive full terms on the same board. A member may continue to serve until his successor is duly named and qualified or unless he resigns.

**32.305 Conflicts of interest.** All board members shall read and be familiar with such laws, policies and guidelines as may be in effect from time to time concerning ethics and conflicts of interest for city advisory boards and commissions and shall sign such policies and guidelines of the city as required by their terms. Refer to state law and Conflict of Interest Policy Statement as revised from time to time in

accordance with council practices and procedures, for the conflict of interest guidelines that apply to boards.

**32.306 Attendance at board meetings.** Although recognizing and appreciating the fact that members of the boards are generally citizen volunteers, the city council deems it essential that members of all city boards attend meetings regularly for the prompt and efficient transaction of city affairs. The staff liaison of each board shall maintain attendance records, including attendance at regular meetings, work sessions and all special called meetings. (Attendance addressed in General Rules of Procedure Policy.)

**32.307 Meetings.** All boards shall meet as often as necessary to conduct the business before it. All meetings and hearings of all boards shall be subject to the open meetings law.

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

**32.309 Rules and records.** All Boards should adhere to General Rules of Order Policy, as amended from time to time in accordance with council practices and procedures. Each board shall keep minutes of its proceedings and discussions, showing the vote of each member upon every question, or a member's absence or failure to vote, and shall keep records of its resolutions, findings, recommendations, and other official actions.

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

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

**32.312-32.319 Reserved**

### **32.320 Commission on Community Relations and Development**

(A) Purpose and duties. The purpose and duties of the Commission on Community Relations and Development shall be to act as an advisory body to the Director and City Council to enhance community harmony and promote awareness of Goldsboro's growing multiculturalism by facilitating community dialogue and meetings, and coordinating resident and organizational coalitions to address community issues and concerns. The Commission on Community Relations and Development will also serve as a citizen input mechanism for the community and in an advisory capacity to the City for community development administered programs funded through Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grant funds.

(B) Membership and Qualifications. The Commission on Community Relations and Development shall consist of eleven (11) members who shall be citizens and residents of the City of Goldsboro or within the one-mile jurisdiction of the city. Where possible, appointments shall be made in a manner as to maintain on the Commission at all times at least one third of members be low-to-moderate-income persons. The goal is that these eleven (11) members for which at least one third of the membership are

low-to-moderate income persons will represent the diverse social, economic, gender, sexual orientation, ability, religious affiliations, racial and ethnic composition of the City.

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

### **32.321 Mayor's Committee for Persons with Disabilities**

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

1. Plan, conduct, and publicize activities designed to promote employment and well-being of people with disabilities.
2. Cooperate with community agencies and organizations in securing employment acceptance of people with disabilities.
3. Stimulate community interest in furthering employment of people with disabilities by securing active cooperation and support from employers, employees, community groups, and the general public.
4. Conduct specific activities of the Governor's Advocacy Council for Persons with Disabilities, the President's Committee on Employment of People with Disabilities and promote special events such as the Annual National Employ the Handicapped Week and Disability Awareness Week.
5. Promote the establishment and improvement of rehabilitation and recreational facilities and programs.
6. Identify barriers that hinder the mobility of the disabled.
7. Support and promote appropriate legislation advocating issues of interest for people with disabilities.
8. Advise the City Council about the goals, recommendations, and activities of the Committee.

(B) Membership; appointment. The Mayor's Committee for Persons with Disabilities shall be composed of 30 members. Members of the committee shall be recommended by local government, private/community organizations, by other committee members, or by personal request.

(C) Staff services. The Community Relations Department shall supply staff and technical services for the Mayor's Committee for Persons with Disabilities.

### **32.322 Mayor's Youth Council**

(A) Purpose and duties. The purpose of the Youth Council shall be to:

1. Offer an organization through which the youth of our community may benefit both themselves and their community.
2. Provide equal opportunity for each young person to assume responsibility with the adults of the community.

3. Serve as a means for young people to practice democracy in order to better prepare themselves for later responsibilities as citizens and serve as a line of communication between the youth and the adults of our community.

4. Initiate programs and projects that are of benefit to the youth and to our community.

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

(B) Membership; Appointment; Term. The Goldsboro Youth Council shall be composed of 30 high school students, to be drawn from the public and private high schools in Wayne County. The principal of each school shall determine the method for nominating his or her school's student representatives. The final selection of representatives shall be the responsibility of the Advisor, based upon established criteria. The term of office shall be for a period of one year, and each Youth Council member will continue to serve until his successor has been selected.

(C) Coordinator. The Coordinator for the Goldsboro Youth Council shall be an employee of the city appointed by the City Manager. The Coordinator for the Youth Council shall serve as an ex-officio member of the Youth Council acting as a liaison between the City Manager, City Council and the Youth Council. The Coordinator shall submit to the Youth Council such plans, programs and recommendations that fall within the purpose and duties of the Council.

(D) General Assembly Membership. The general assembly will consist of representatives from community youth groups. The number will be based on the sizes of the groups. Its purpose is to serve as a line of communication between the youth organizations and to discuss, investigate and vote on proposals as they affect the youth population.

(E) Staff services. The Community Relations Department shall supply staff and technical services for the Mayor's Youth Council.

### **32.323 Goldsboro Municipal Golf Course**

(A) Purpose and duties. The Municipal Golf Course Committee shall:

1. Recommend ways to improve and enhance the quality of customer service and overall appearance of the golf course;

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

(B) Membership; appointment. The Municipal Golf Course Committee shall be composed of seven members. Any resident living within the city, within the one-mile jurisdiction of the city or outside the city and the one-mile, but within Wayne County, is eligible to serve as a member of the Committee.

(C) Staff services. The Parks and Recreation Department shall supply staff and technical services for the Goldsboro Municipal Golf Course.

### **32.324 Parks and Recreation Advisory Commission**

(A) Purpose and duties. The Commission shall serve as a citizen advisory commission to the City Council, City Manager and Parks and Recreation Department. The advisory commission may recommend and propose to the City Council, City Manager and Parks and Recreation Department any matter relating to recreational policies, programs, operational procedures, park development, facility planning,

maintenance, budget preparation, the need for additional personnel, the acquisition and disposition of lands, and properties related to such recreation programs, and such other matters as the Parks and Recreation Director shall find advisable or essential to receive consideration by the Commission and such other matters as may be requested by any Council member..

(B) Membership; appointment. The Goldsboro Parks and Recreation Advisory Commission shall be composed of 11 members. One member shall be a high school student with a term of one year. Any resident of the city is eligible to serve as a member of the Commission.

(C) Staff services. The Director of the Parks and Recreation Department or his designee shall serve as Secretary to this body.

### **32.325 Planning Commission**

(A) Purpose and duties. As the body charged with Comprehensive Planning, the Planning Commission may:

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

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

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

(B) Membership. A Planning Commission for the City of Goldsboro is hereby created. The Goldsboro Planning Commission shall consist of seven members. Five members appointed by the City Council shall reside within the City and two members appointed by the Wayne County Commissioners shall reside within the extraterritorial planning area of the City. If the Wayne County Commissioners fail to make this

appointment within ninety days after receiving a resolution notifying them of a vacancy from the City Council, the City Council may make the appointments. The extraterritorial members shall have the same rights, privileges and duties as City members of the Commission. Extraterritorial members are required to vote on each question, regardless of whether the matter at issue arises from within the City or within the extraterritorial planning area. If an in-City member moves outside of the City limits or if an extraterritorial area member moves outside of that jurisdiction, that shall constitute a resignation from the Planning Commission, effective upon the date a replacement is appointed.

(C) Statutory Powers. The Planning Commission may exercise any and all powers prescribed by state law and shall perform duties directed by the City Council that are consistent with said law.

(D) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

### **32.326 Board of Adjustment**

(A) Purpose and duties. The Board of Adjustment shall have the following powers and duties:

1. Appeal of administrative decisions. – To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Zoning Administrator, any Enforcement Officer or Watershed Administrator in the interpretation of the requirements of this Ordinance.

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

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

4. Interpretation -To interpret the location of lines on the official Zoning Map or Zoning Ordinance text requirements where the map or text appears to be unclear.

5. Conditions of approval – In granting any special use permit or variance the Board may prescribe additional requirements and safeguards to insure the purpose of this Ordinance.

6. To approve alternate landscaping plans when a strict application of the Ordinance requirements would result in an unreasonable or impractical solution or situation. Approval shall be consistent with the intent and purpose of the landscaping requirements of this Ordinance. This provision shall not apply to landscape plans that require City Council approval.

(B) Membership. A Board of Adjustment for the City of Goldsboro is hereby created. The Goldsboro Board of Adjustment shall consist of seven regular members and two alternate members. Five members appointed by the City Council shall reside within the City and two members appointed by the County Commissioners shall reside within the extraterritorial planning area of the City. The Planning Commission shall serve as the Board of Adjustment. The Planning Commission shall follow the rules of procedure established by the Board of Adjustment when operating in this capacity.

(C) Meetings. The Board of Adjustment shall establish a regular meeting schedule. All meetings shall be conducted in accordance with the quasi-judicial procedures set forth in Section 3.2. All meetings of the Board shall be open to the public and whenever feasible the agenda for each Board meeting shall be made available in advance of the meeting.

(D) Voting. The concurring vote of four-fifths of the regular Board membership shall be necessary to reverse any order, requirement, decision or determination of the Administrator, to find in favor of the applicant on the issuance of special use permits, to interpret imprecise Ordinance text or zoning district boundaries and to grant a variance or any matter upon which the Board is required to pass under this Ordinance. However, the four-fifths majority vote means four-fifths of the entire Board, not just four-fifths of those present. For example, in the case of Goldsboro's seven member Board, if one member is absent and there are no alternate members to take the place of the absent member, a unanimous six votes would be required to obtain the necessary four-fifths majority. (Six being the first whole number to exceed four-fifths (0.80) of the entire Board). If alternate members are present, they may vote in place of any absent member.

All other actions of the Board shall be taken by majority vote, a quorum being present.

(E) Records. The Board of Adjustment shall keep a public record of its resolutions, transactions, findings and determinations. Final disposition of all cases considered by the Board shall be by written order with the findings of fact stated and the reasons therefore, all of which shall be a matter of public record.

(F) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

### **32.327 – (Reserved)**

### **32.328 Goldsboro Historic District Commission**

(A) Purpose and duties. The purpose and duties of the Commission include:

1. Project approvals – To review and act upon the appropriateness of proposals for alterations, demolitions or new construction within historic districts or to historic landmarks;
2. Historic resources inventory – To undertake an inventory of properties of historical, prehistorical, architectural and/or cultural significance;
3. Historic district and landmark designation – To recommend to the City Council areas to be designated by ordinance as "Historic Districts"; and individual structures, buildings, sites, area or objects to be designated by ordinance as "Landmarks;"
4. Historic property acquisition – To acquire by any lawful means the fee or any lesser included interest, including the option to purchase properties within an established district or any property designated as a landmark;
5. Negotiation – To negotiate at any time with the owner of a building, site, area or object for its acquisition or preservation;
6. Historic property protection – To restore, preserve and operate historic properties;

7. Revocation of designation – To recommend to the City Council that the designation of any area as a historic district or part thereof, or designation of any building, structure, site, area or object as a landmark, be revoked or removed for cause;

8. Public outreach – To conduct an educational program with respect to historic properties and districts within its jurisdiction;

9. Intergovernmental partnerships - To cooperate with state, federal and local governments in pursuance of purposes of this part. The City Council may authorize the Commission to contract with state and federal governments or any agency of either, or with any other organization provided the terms are not inconsistent with state and federal law;

10. Comprehensive Planning – To prepare and recommend the official adoption of a preservation element of the City’s Comprehensive Plan.

B) Membership. A Historic Preservation Commission, known in this Section as the “Commission,” for the City of Goldsboro is hereby created. The Commission shall consist of seven regular members, two alternate members and two ex-officio members. The members at the time of appointment shall reside within the planning and zoning jurisdiction of the City. The members of the Commission shall be qualified by special interest, knowledge or training in such fields as architecture, construction or historic preservation. Alternate members, when acting on the commission, shall have all the same powers and duties as the member for which they substitute.

Two ex-officio members shall serve as follows:

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

(C) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager



## Conflict of Interest Policy Statement

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

### Guidelines

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

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

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

READ AND AGREED TO: \_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Board Member Printed Name

DATE: \_\_\_\_\_

## **General Rules of Order for Boards and Commissions:**

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

### **1. Meetings**

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

Special meetings of a board or commission created and established by ordinance of the city council may be called by the chairman, or two members of the board, by notice given either verbally or in writing and delivered personally to each member or left at his residence not less than forty-eight hours prior to the time for such meetings. In addition, the board or commission will notify the city clerk and staff designee at least 72 hours in advance in order for a written notice of the special meeting to be prepared including the reason of the special meeting. Such notices shall be posted at least forty-eight hours before the time of the special meeting.

The chairman or in his absence vice-chairman working with city staff may cancel a meeting. In addition, the board or commission will notify the city clerk and each member in writing.

### **2. Attendance**

For members to be eligible for reappointment, attendance records must show that they have participated in seventy (70) percent of all scheduled meetings in a calendar year unless absence was due to personal injury or sickness. If a member has missed three (3) meetings, notification will be given of their possible replacement. At any time during a term, the city council may be petitioned to terminate the appointment of those members who have failed to meet the above requirement.

### **3. Agenda**

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

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

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

- Roll Call: For the benefit of any member or member of the public participating, the presider will conduct roll call to determine the members present and absent;

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

#### **4. Open Meetings Requirement**

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

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

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

The chairs shall have the following authority:

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

The chairs may also

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

Annually at the organizational meeting each board will elect from its membership a vice chair to serve in the chair's absence or in case of sickness of the chair or other causes which would prevent the chair from attending to his or her duties. The vice chair shall be entitled to vote on all matters and shall be

considered a board member for all purposes, including the determination of whether a quorum is present. When called upon to preside over meetings in the absence of the chair, the vice chair will have all authorities as the chair.

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

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

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

## **6. Action by boards**

Actions of the boards shall proceed by motion, unless agreed to proceed by unanimous consensus. Seconds are required to all motions. Only one motion at a time shall be allowed. Motions may be

withdrawn at any time prior to a vote. Motions shall be adopted by a majority of the votes cast unless otherwise required by these rules or by the laws of North Carolina. A majority is defined as more than half of the board members present for the vote.

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

## **7. Public Hearings (if required)**

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

The following rules apply to public hearings:

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

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

## **8. Debate/Discussion by Board Members**

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

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

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

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

## **9. Minutes**

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

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

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

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

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

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

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

## **10. Parliamentary Procedure Resources**

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

## **11. Coverage (Effective Date and Application)**



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

DRAFT

**RESOLUTION NO. 2018-****RESOLUTION EXPRESSING APPRECIATION  
FOR SERVICES RENDERED BY DONALD G. COLLINS JR.  
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO  
FOR MORE THAN 29 YEARS**

**WHEREAS**, Donald Collins retires on March 1, 2018 as a Fire Captain with the Goldsboro Fire Department of the City of Goldsboro with more than 29 years of service; and

**WHEREAS**, Don began his career on May 31, 1989 as a Firefighter with the Goldsboro Fire Department in the City of Goldsboro; and

**WHEREAS**, on August 17, 1994, Don was promoted to Fire Engineer with the Goldsboro Fire Department; and

**WHEREAS**, on March 25, 1998, Don was promoted to Fire Captain with the Goldsboro Fire Department where he has served until his retirement; and

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

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

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

1. We express our deep appreciation and gratitude for the dedicated service rendered during Don's tenure with the City of Goldsboro.
2. We offer Don our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 19<sup>th</sup> day of February, 2018.

Approved as to form only:

Reviewed by:

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City Attorney

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City Manager