



AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
MARCH 5, 2018

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

I. ADOPTION OF THE AGENDA

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

- a. TIGER VIII Grant Update (Downtown Goldsboro)
- b. Summer Youth Employment Update (Community Relations)
- c. City Council Retreat Topics-March 21-22, 2018 (City Manager)
 - Council Topics:
 - Environmental Service Salaries
 - Additional Mechanic Positions
 - Summer in the Zone
 - Paramount Theater Operations Cost
 - Gym in District 1
 - Internships
 - Staff Topics:
 - New Positions
 - Boards and Commissions
 - Street Resurfacing Phase II
 - Financial Forecasting
 - Herman Park Center
 - Strategic Plan
 - Downtown Sanitation Services
 - Annual Police Department Report

NEW BUSINESS

- d. John Street-Willowdale Clean Up Discussion (Public Works) **Attachment Included*
- e. Animal Control Discussion (Police Department)

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

Invocation (Pastor Mason Campbell, Fellowship Baptist Church)

Pledge to the Flag

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A.1 Minutes of the Work Session and Regular Meeting of January 8, 2018
- A.2 Minutes of the Joint Meeting of January 10, 2018
- A.3 Minutes of the Work Session and Regular Meeting of January 22, 2018

VI. PRESENTATIONS

- B. Parks and Recreation Recognition
- C. Brain Injury Awareness Month Proclamation
- D. Comprehensive Annual Financial Audit Presentation (Dean Horne of Carr, Riggs and Ingram)

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

- Request to Speak-Diana Hammond, World Without Hate

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

- E. Authorization of an Agreement with McKim & Creed Engineering for Professional Services on Equalization Basins #3, #4, & #5 Enhancement Study at the WRF (Public Works-Utilities)
- F. Ordinance Amending Section 97.31 Parks and Recreation Department (Parks and Recreation)
- G. Site and landscape Plan - Wave of Glory, Inc. (Addition of Day Care) (Planning)
- H. Site and Landscape Plans – Wayne County ABC Store (Planning)
- I. Site and Landscape Plans – E Park, LLC Property (Planning)
- J. Site and landscape Plan – Addition to Mt. Carmel Church (Planning)
- K. S-5-85 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Revision) (Planning)

- L. CU-1-18 SWR Properties, LLC - North side of Patetown Road between Industry Court and North William Street (Planning)

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

X. CITY MANAGER'S REPORT

XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XII. CLOSED SESSION

XIII. ADJOURN

Clean Up of John Street Properties

Talking Points

05 March 2018

- City owned properties along John Street, adjacent to Willowdale Cemetery, have grown up and become unsightly and are subject to illegal dumping of trash. See attached map of area highlighting properties.
- Propose to clean up trash and other man made materials from site and create a more presentable and naturalized stand of vegetation.
- Area "A" (highlighted in Orange) is approximately 4.3 acres and is proposed to be cleaned up of any woody debris, dead or damaged trees, undergrowth, and trash and then establish a turf grass around the remaining trees to be maintained (mowed) by the Cemetery. The portion of these properties along Elm Street are currently maintained by the Cemetery staff.
- Area "B" (highlighted in Blue) is approximately 5 acres and is proposed to be cleaned up of any woody debris, trash, old fence, and two large concrete pads and then stabilized with grass for erosion control until naturalized via planted trees (Tree Type TBD).
- Proposed work is to utilize Public Works Staff and equipment. It is anticipated that an additional piece of equipment, a bulldozer with root rake, will need to be rented.
- Estimated costs associated with the cleanup:

Landfill Tipping Fees	\$20,000
Bull Dozer rental	\$5,000
Erosion Control/ Seed	\$4,000
Trees for Area "B"	\$1,000
Total	\$30,000

- Currently Public Works is able to take concrete debris to the landfill free of charge. If this changes then additional costs will be incurred.
- Recommend that trees are planted in the fall or when appropriate for the species selected.



MINUTES OF MEETING OF THE MAYOR AND CITY COUNCIL HELD
JANUARY 8, 2018

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 January 8, 2018 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
- Jason Glazner, US Army Corps of Engineers
- 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.

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

US Army Corps of Engineers 1135 Project. Mr. Mike Wagner and Mr. Jason Glazner, US Army Corps of Engineers Representative shared the following information:

- History of Cutoff Channel
 - 1940's - 1.2 Mile Channel (12' deep and 20' across)
 - Help alleviate flooding along Neuse River
 - 1980's - USACE stopped maintenance due to funding
- Corps of Engineers Flood Control 2007 – Temporary repair made to weir.
- 2011 – Repairs lasted 4 years

- 2015 – New “Temporary” Weir
 - City of Goldsboro Project Cost - \$425,000
- 2016 – Study Investments
 - Neuse River Restoration Feasibility Study / Non-Federal Match \$250,000
 - \$51,000 From flood control structure
 - \$49,000 City In-Kind Match for Upstream Intake Feasibility Study
 - \$150,000 Budgeted from NC Funding's
 - Intake Feasibility Study
 - \$50,900
 - Cost to build / relocate the intake structure: \$5-million
- 2018 - Proposed 1135 Project
 - City of Goldsboro is Non-Federal Sponsor
 - Construct “New” Flood Control Structure
 - 25’ downstream of existing weir
 - 2’ higher than existing weir
 - Total Project Cost for implementation of the Recommended Plan would be approximately
 - 75% Federal (range \$1,481,000 - \$1,511,000)
 - 25% Goldsboro (range \$490,000 - \$505,000) + cost to remove temporary weir (lower cost now, eliminates multiple permits)

Mr. Glazner also shared information regarding the purpose of the project. The objective is to improve river functionality in the main stem of the Neuse River including the 7 mile stretch of the bypass at the cut-off channel and increasing low volume and river velocity in that stretch as well as increasing fish migration.

Council discussed removal costs for temporary weir and construction schedule. Mr. Glazner stated he would provide an estimated cost of removal at a later date. Mr. Wagner stated part of the process will include reusing some of the materials in the existing structure.

Councilmember Foster Discussion Item – The Crime Reports and Reporting Data for 2016. Councilmember Foster stated some reports came out we were one of the most dangerous cities and reports came out we were one of the safest cities. I have also heard our numbers have been reported wrong and I’ve heard they were reported right. I am trying to get to the bottom of what is going on.

Mr. Stevens stated on the reports, we did compare reports in the Mayor’s State of the City address that were just on line reports from some agency that put it out; I do not know if they were creditable. In past years, when I have looked at reports like that they have used our UCR data or a portion of it to make their report, statistically their information had been right in the past. I assumed whatever analysis they were doing this time, they could defend their analysis based on the data. But those two reports I think were based on the same numbers of 2016, one stated we were one of the most dangerous in the country and the other said we were one of the 25 safest in the state. So it was just really showing that the data could be used to make whatever point you wanted to make.

Councilmember Foster stated the information on www.safehomes.com states the numbers used were from the calendar year 2015; it said we were one of the safest 25 cities in 2017 but the 2017 numbers had not been reported yet. So that right there is misleading. The UCR for 2016 from neighborhoodscouts.com, they reported from 2016 as one of the most dangerous cities. There has been a lot of confusion with this alone and if the City is putting out information that we haven’t checked, that’s not good.

Mr. Stevens stated it was not our attempt to put it out as the Mayor’s State of the City, we were not putting it out, we were saying the data that’s out there, if you get those reports, it does get the community concerned when people say we are one of the dangerous cities; people can take data, put reports out, which they do, all the time, that was the point. When you talk about the UCR numbers, I believe we have been reporting correctly, what we have found is the software that we share with the County, the record management

software we were using before December, if we had someone shoot into a home and there were ten people in the home that was 10 incidents under the old software. As software has moved forward in time, it is now one incident with 10 victims. In talking with other agencies who have made that shift and now our numbers will be better just by not over-reporting the incidents. So we have been doing that but it was right based on the software we had, we have corrected that in the upgrade to Spillman in December.

Councilmember Foster expressed concerns regarding the way things are reported and misleading information.

Mayor Allen stated the only point was people can take data and make anything out of data that they want; we were not saying the data was right or wrong.

Councilmember Foster stated we need to do a better job; we should not be putting out bad information.

Mr. Stevens stated we are doing what the software is allowing us to do, we are not trying to do anything underhanded; we are trying to be very upright about what is going on. I have shared that with Council, we have said that publically. We want to be consistent with neighboring communities. Mr. Stevens stated we will reconfirm with the SBI we are reporting the UCR information correctly.

Councilmember Foster Discussion Item –Water Safety Report for 2016 and 2017. Councilmember Foster stated he would just like to get the numbers on the water safety reports for 2016 and 2017. Councilmember Foster asked how many samples are we taking on a given day.

Mr. Wagner stated on any given day we are running over 30 samples. We are continuously running samples at the plant. We go out and collect distribution samples, water monitoring samples, water contaminate monitoring schedules, lead/copper samples, etc. Any given year, 1000's of samples.

Councilmember Foster asked if we used chloramines and Mr. Wagner shared we do. Councilmember Foster asked what type of notification we provide to residents who may be on dialysis.

Mr. Wagner stated when they switched to chloramines in 2000, everyone should have been made aware. Every year we make sure every dialysis center is reminded we use chloramines, we do share that information. We also have information on our website.

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

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

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 January 8, 2018 with attendance as follows:

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

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

Pastor John A. Howard with The First PH Church provided the invocation. The Pledge to the Flag followed.

Organization Actions. Oath of Office to City Attorney. Ms. Melissa Corser, City Clerk administered the Oath of Office to Mr. Ron Lawrence, City Attorney.

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

1. Shirley Edwards spoke on behalf of the sanitation workers and expressed concerns regarding decent wages. She also spoke about qualifications for positions, lack of diversity on boards and commissions, community policing and the importance of the City Council working together with one another.
2. Sylvia Barnes shared information regarding the NAACP including their mission statement. Ms. Barnes also reminded Council 2019 is an election year. She encouraged Council to get out into their communities and help those who need help.
3. A lady (who did not provide her name) stated she supported Ms. Edwards. She shared when she retired from Cherry Hospital, she went to Raleigh and spoke with representatives on behalf of employees and raises.
4. Billy Crocker shared he watched the earlier meeting at 5:00 on Facebook Live and requested additional information regarding the appropriation to REACT. He shared statistical information regarding crime. Mr. Crocker shared concerns regarding the amount of money spent on policing versus community development.
5. John Barnes shared concerns regarding the carwash on the agenda. It is next door to Grace Village, a senior living facility.

Mayor Allen stated there was no zoning change and asked if they were notified in any way. Mr. Barnes stated no.

6. Carl Martin stated he came to Council requesting the removal of a couple of members from the Recreation Advisory Commission. At that time, I was advised there were some amendments being made to the ordinance and would need to wait until those amendments were made. He provided information regarding vacancies and asked that Council consider making appointments.
7. Sherman Johnson provided information on The Neighborhood Computer Network Center. He stated the program is in need of partners, staffing and funding.

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. Upon motion of Councilmember Foster, seconded by Councilmember Stevens and unanimously carried, Council deferred Item D. Site and Landscape Plan – Car Wash (J.L. Gurley). Councilmember Stevens moved the items on the Consent Agenda, Items B, C, E, F and G be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Broadway 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:

Budget Amendment – Patrolling Funding. Ordinance Adopted. The City of Goldsboro and Wayne County has joined forces and created the Regional Enforcement and Crime Targeting Team (REACT). The REACT Team has been focusing on areas within Goldsboro that have seen increased levels of violence and drug crimes.

The City of Goldsboro has had ongoing assistance from the Wayne County Sheriff's Department on areas within Goldsboro that are the concerned "hotspot" areas. The Sheriff's Department has been providing extra assistance and is expected to continue until the end of the fiscal year. Thus far, the City has paid the County approximately \$10,000 for these services from July – November 2017.

Since it is anticipated that these REACT services will continue and cost approximately \$20,000 for the remainder of this fiscal year, it is necessary to appropriate the additional funding.

Staff recommended Council adopt the following entitled budget ordinance decreasing the unassigned fund balance of the General Fund by \$20,000 for Police REACT Team services for FY 17-18. Consent Agenda Approval. Stevens/Broadaway (7 Ayes)

ORDINANCE NO. 2018-1 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR"

Sale of Real Property, Tax ID #3508-08-8394, South Weaver Drive and Tax ID#3508-18-1575 Lot Highland Place as recorded in the Wayne County Registry. Approved. On December 6, 2017, Community Technical Assistance, Inc. offered to pay the City of Goldsboro the sum of \$36,565 for South Weaver Drive and \$12,125 for Lot Highland Place properties and made a bid deposit of \$2,434.50.

The City of Goldsboro and County of Wayne acquired this property in October 2016. At the December 19, 2017 meeting, the County Commissioners agreed to convey their share of this property to the City of Goldsboro with the stipulation that the City and County share equally the expenses.

Standard property will be offered for sale in accordance with the provisions of the G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property's tax value. The property's tax value for both properties is \$97,380. An advertisement appeared in the Goldsboro News-Argus on December 14, 2017. The ten (10) day upset bid period expired on December 24, 2017, with no counter-offers received after this bid.

The buyer will pay the attorney fees associated with transferring the deed. The City and County's portion from the sale of these properties would be \$24,345 each minus expenses.

Staff recommended Council accept the offer from Community Technical Assistance Inc. in the amount of \$48,690 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro and County of Wayne. Consent Agenda Approval. Stevens/Broadaway (7 Ayes)

S-6-11 Tiffany Gardens – Revision of Section Five (Preliminary Plat). **Approved.** The property is located on the east side of Waters Circle between National Drive and Thoroughfare Road. It abuts the city limits line and is within the City's Extraterritorial Jurisdiction.

The subject property is located directly adjacent to Tiffany Gardens Subdivision and is owned by Earnest Waters.

On September 6, 2011, Council approved a 15-lot preliminary plat for this property which included two new streets. At that time, modifications were granted as follows:

1. Modification of the paved width requirement for residential streets located within the City’s one-mile extraterritorial jurisdiction from 31 ft. to 27 ft.; and
2. Modification of the curb and gutter requirement.

Council required the developer to pay a fee in lieu of sidewalk installation.

At this time, the owner proposes dividing the property into only two tracts.

Total Area:	490,659.84 sq. ft. or 11.264 Acres
Average Lot Size:	5.63 Acres
Lot No. 1:	5.0 Acres
Lot No. 2:	6.624 Acres
Zoning:	R-12 Residential

Access to the subject property is provided through Lot No. 66 of Tiffany Gardens Subdivision Section Four.

In order to subdivide the property as requested, the developer will be required by Code to construct a street built to City standards in order to provide access to Lots No. 1 and No. 2. In addition, a temporary cul-de-sac will have to be installed to prevent this new street section from being a dead-end street until Lot No. 2 is developed.

The developer has requested a modification of the City’s requirement that all lots have frontage on an improved public street. Staff contends that in order to develop this subdivision to City standards, an improved public street needs to be constructed to serve both lots.

The Planning Commission, at their meeting held on December 18, 2017, recommended approval of the preliminary plat subject to dedication and improvement of a street built to City standards to serve the lots as well as the inclusion of a temporary cul-de-sac at the end of the new street section.

Staff recommended Council accept the recommendation of the Planning Commission and approve the preliminary plat subject to the dedication and improvement of a street built to City standards to serve the lots as well as the inclusion of a temporary cul-de-sac at the end of the new street section. Consent Agenda Approval. Stevens/Broadaway (7 Ayes)

S-6-17 CE2, LLC (3-Lot Preliminary Subdivision Plat). Approved. The property is located on the north side of Fedelon Trail between Seaboard Coast Line Railroad and Granville Drive.

Total Area:	72.51 acres
Total Lots:	3

Lot No. 1:	14.46 acres
Lot No. 2:	52.84 acres
Lot No. 3:	5.20 acres

Zoning:	I-2 CD General Industry Conditional District
	General Business

On March 4, 2013, the Goldsboro City Council approved a zoning change for the property from General Business and I-2 General Industry to I-2 General Industry Conditional District to allow the development of a solar farm. In addition to the zoning change, site and landscape plans for the proposed solar farm were approved with the following modifications:

- 1) Modification to eliminate the large tree requirement along the western property line and utilize large shrubs in lieu;

- 2) Modification to allow a Class C (20 ft. wide) buffer in lieu of a Class D (50 ft. wide) buffer along the drive aisle portion of the eastern property line.
- 3) Modification of the 10 ft. wide aesthetic buffer along a portion of the eastern property line adjacent to the railroad; and
- 4) Modification of the 10 ft. wide aesthetic buffer along the western drive aisle which is in the same ownership and which is zoned General Business.

The subject property has now been proposed for division into three lots to allow for the sale and future development of two new lots and one existing lot currently occupied by an existing solar facility.

The majority of the subject property lies outside of the City limits. A small portion (approximately 4.6 acres) along Fedelon Trail is located within the City limits.

An access easement is shown between proposed lots no. 2 and 3 extending from Carolina Commerce Drive and running westerly 1,120 ft. and northerly approximately 535 ft. The owner has requested a modification of the City's requirement that all lots have frontage on an improved, dedicated public street for lot no. 3.

The subject property is not located within a 100-year flood hazard area. City water and sewer are available within 1000 ft. of the property. Connection to City services will require the property to be annexed into the City limits.

Site and landscape plans will need to be approved by City Council if property is to be developed in the future.

The Planning Commission, at their meeting held on December 18, 2017 recommended approval of the preliminary subdivision plat with the requested frontage modification.

Staff recommended Council accept the recommendation of the Planning Commission and approve the three-lot preliminary subdivision plat with the additional modification of the City's requirement that all lots have frontage on an improved, dedicated public street for lot no. 3. Consent Agenda Approval. Stevens/Broadaway (7 Ayes)

Z-11-17 Caudill, Cooke and Warrick Properties – East side of North Berkeley Boulevard between Fallin Boulevard and Northwood Drive. Ordinance Adopted. 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.

At the public hearing held on December 18, 2017, the attorney for the applicants spoke in favor of the request. No one appeared in opposition.

At their meeting held after the public hearing, the Planning Commission recommended approval of the zoning change.

Staff recommended Council accept the recommendation of the Planning Commission and adopt the following entitled Ordinance changing the zoning for the property from Office and Institutional-1 to Shopping Center Conditional District with site plan approval required prior to development.

Although not entirely compliant with the City's Land Use Plan, the Conditional District zoning would afford protection to adjoining properties and would extend commercial zoning along Berkeley Boulevard which has recently been upgraded to five lanes. Consent Agenda Approval. Stevens/Broadaway (7 Ayes)

ORDINANCE NO. 2018 -2 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

End of Consent Agenda.

City Manager's Report. Mr. Scott Stevens stated Mayor Allen mentioned earlier the meeting was not broadcasting live on Channel 10, we believe that has been corrected. I appreciate our staff working on that. I do want to say thank you to our city crews who worked the snow event. We've had city crews working through that in many departments; probably some of those who have had some of the toughest jobs were those repairing waterlines. We have had 21 main breaks since last Thursday and we have had crews working not quite 24 hours a day but pretty close to that making the repairs. Our city crews are to be commended. Along with snow removal, we did get a lot of complaints regarding Ash Street; again many of our main streets such as Ash and Berkeley are NCDOT streets and they have historically cleared those. NCDOT has added 26 miles to their system with the new highway with no additional personnel. I think DOT has done a commendable job making those higher volume, higher speed streets accessible to all of us. I apologize for the delay, we are working with DOT to maintain Ash Street and be reimbursed. We continue to have a lot of leaks, if anyone sees water, please call and report. A joint event with the City and County is scheduled for January 10th at noon. Our Dr. Martin Luther King event is scheduled for January 15th at The First PH Church, please contact Community Relations for tickets.

City Attorney's Report. No report.

Mayor and Councilmembers' Reports and Recommendations.

Councilmember Aycock stated he would like to commend our city employees for the work they did during Hurricane Matthew and this past snow storm. We need to rethink the salary and discuss at the work session or retreat.

Councilmember Foster thanked Ms. Shirley Edwards for coming up and speaking on a lot of the issues that were discussed in 2017. I hope the Council will make some better decisions in the future and I hope the citizens stand up as well and come speak on the issues.

Councilmember Ham echoed the comments made on the super job Public Works, Streets, Police Department and Fire Department did during this cold weather. I am aware they put out an outstanding effort. I also want to thank not only our city but commercial HVAC and plumbers, they were out and about all hours of the day and night. I saw that first hand, I commend them as well.

Councilmember Stevens stated he hoped everyone had a happy New Year and Christmas and hopes it carries over into the New Year.

Councilmember Broadway also commended city staff on repairing 21 main water breaks and 9 services. We had Police on shift all hours, sanitation was out last Wednesday before I could even get my trash can out, I want to say thank you!

Councilmember Williams stated he would like to thank Ms. Shirley Edwards as well. I too have been talking about the sanitation department, they have a hazardous job and should be compensated for the hazardous job. We really need to compensate them. In full honesty, I was not one of them who voted for the 1% increase for our employees. I understand how hard they work for the city. Councilmember Williams thanked the gentleman who came out and spoke, he has compassion for the areas that don't have. Like Councilmember Foster said, if you see something, let us know, voice your opinion.

Mayor Allen thanked everyone for coming out. I hope everyone has a great 2018. I too want to thank our employees, I saw them working day and night through the storm, doing great work. I want to thank Ms. Edwards for her comments and the other presenters too. I do believe we are doing some great things in the city, can we improve on some things absolutely.

There being no further business, the meeting adjourned at 7:45 p.m.

Chuck Allen
Mayor

Melissa Corser, MMC/NCCMC
City Clerk

MINUTES OF THE JOINT MEETING OF THE GOLDSBORO CITY
COUNCIL AND WAYNE COUNTY COMMISSIONERS
JANUARY 10, 2018

The Goldsboro City Council met with the Wayne County Commissioners to have lunch and discuss municipal issues on January 10, 2018 at 12:00 p.m. at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro North Carolina, after proper notice had been provided.

Attendance

Members of the Goldsboro City Council present were as follows: Mayor Chuck Allen; Mayor Pro Tem David Ham; Councilmembers Antonio Williams and Bill Broadaway.

Absent: Councilmembers Mark Stevens, Bevan Foster and Gene Aycock.

Members of the Wayne County Commissioners present were as follows: Chairman William H. Pate; A. Joe Gurley, III, Vice-Chairman; Commissioners George Wayne Aycock, Jr., John M. Bell, Edward E. Cromartie, Joe Daughtery and E. Ray Mayo.

Mayor Allen called the meeting to order.

Councilmember Broadaway provided an invocation.

Staff members from Wayne County and the City of Goldsboro shared information on the following topics:

- The Maxwell Center
- Hotel Site
- Multi-Sports Complex
- Bryan Property and Shell Building at Park East
- Downtown Economic Development Project
- Summer Youth Employment Program

There being no further business, Mayor Chuck Allen adjourned the meeting of the Goldsboro City Council at 1:19 p.m.

Chuck Allen, Mayor

Melissa Corser, MMC
City Clerk

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
JANUARY 22, 2018

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 5:30 p.m. on January 22, 2018 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
- Ron Lawrence, City Attorney
- Scott Stevens, City Manager
- Melissa Corser, City Clerk
- Randy Guthrie, Assistant City Manager
- Octavius Murphy, Assistant to the City Manager
- Jennifer Collins, Interim Planning Director
- Kaye Scott, Finance Director
- Rick Fletcher, Public Works Director
- 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
- Sherry Archibald, Paramount Theatre and GEC Director
- Scott Barnard, P&R Director
- Felicia Brown, Assistant P&R Director
- 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.)
- Sylvia Barnes, Citizen (arrived at 6:30 p.m.)

Call to Order. The meeting was called to order by Mayor Allen at 5:30 p.m.

Adoption of the Agenda. Mayor Allen asked Council to add Boards and Commissions to the agenda. Upon motion of Councilmember Aycock, seconded by Councilmember Stevens and unanimously carried, Council adopted the agenda and added Boards and Commissions to the Work Session agenda.

SJAFB Commercial Refuse IGSA. Mr. Rick Fletcher shared the following information:

- Engaged with SJAFB civil engineers to discuss the potential for the city to assume commercial refuse collections on base.
- New community partnership program – Intergovernmental Support Agreement (IGSA)
 - 5 to 10 year agreement with intent to continue in perpetuity – starting in October 2018
 - Will include protection clause for the City in lieu of early termination to cover start-up costs
- Personnel - will need to hire one new Front Loader operator

- All other labor requirements can be accomplished with current personnel
- Equipment – initial investment will be approximately \$800K
 - Front Loader, Rear Loader, Roll-Off Truck, 126 Dumpsters, 200 (96-Gallon) Containers & Roll-Offs
 - Potential to purchase dumpsters from current contractor and reduce start-up costs
 - Cost and revenue projections below are all inclusive – account for loan interest, operational costs, fuel costs, administration costs and overhead costs
- Loan will be amortized over the first five years of the agreement
- Must provide a non-binding Letter of Intent to move forward with discussions

Projected Annual Cost & Revenue Breakdown

<i>Years 1 thru 5 -- Includes ALL Equipment Loans</i>		
Line Item	Cost	
Labor	\$52,161.30	
Equipment	\$141,447.20	5-Year Pay-off
Dumpsters	\$26,469.80	5-Year Pay-off
Fuel	\$12,702.00	
Total Annual Cost	\$232,780.30	
Annual Revenue	\$246,994.17	
Revenue Source Over Expenditures	\$14,213.87	Plus Equipment
<i>Years 6 thru 10 -- All Equipment Loans Paid in Full</i>		
Labor	\$52,161.30	
Equipment	\$13,702.00	Loan Paid Off/Operational Costs Only
Dumpsters	\$0.00	Loan Paid Off
Fuel	\$12,702.00	
Total Annual Cost	\$78,565.30	
Annual Revenue	\$246,994.17	
Revenue Source Over Expenditures	\$168,428.87	

Average Annual Revenue Source over Expenditures for 10 Yr Period		
	\$91,321.37	
10 Year Total	\$913,213.71	Plus Equipment

Mayor Allen asked about landfill costs. Mr. Fletcher shared the base would be reimbursing the city monthly for tipping fees.

Councilmember Foster asked questions regarding the cost of the trucks and maintenance. He asked Council to consider tabling the item until the next meeting.

Mayor Allen stated anything we can do to strengthen our relationship with the base we should do. Councilmember Ham agreed.

Councilmember Stevens made a motion to provide a non-binding Letter of Intent to move forward with the discussions. The motion was seconded by Councilmember Aycock. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Williams, Broadaway, Stevens, and Aycock voted in favor of the motion. Councilmember Foster voted against the motion. Mayor Allen stated the motion passed.

Hardware to Enhance the City’s Network. Ms. Kaye Scott provided information on the previous equipment lease. 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. Mr. Scott Williams provided the following information on equipment needs:

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. 40 Network Upgrades for all City Facilities	350,000
5. Phone System Upgrade	30,000
6. 20 UPS unites for all wiring closets within City	6,000
7. 2 Large Format Plotters/Printers for Bldg. Maint.	18,000
8. Upgrade Security Systems for City Facilities	<u>16,000</u>
Total	\$850,000

Discussion included operating systems, server upgrades, enterprise software packages and implementation.

Councilmember Williams asked if grants were available and had staff applied for any and if not why.

Mr. Williams stated we have applied for grants in the past and had not been successful.

Councilmember Foster asked staff to provide a better breakdown; per laptop and on the network upgrades.

Boards and Commissions. Mayor Allen stated at the first meeting in February he would like for Council to consider adopting the draft ordinance amending the boards and commissions and discuss appointments at the Retreat. The draft ordinance includes deleting the Appearance Commission, combining the Community Affairs Commission and the Advisory Committee on Community Development. If you have comments or suggested changes please provide those to the city clerk.

Councilmember Foster stated we have boards and commissions now that are not following the rules; such as low-moderate income members and they have no diversity. Before changing the ordinance, we should do something now. The Historic District Commission has no diversity.

Council discussed. Council also agreed they would like to see all applications submitted for boards and commissions.

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

Additional items discussed included the following:

- Councilmember Foster stated Ms. Dove was going to compare job descriptions to other local governments and to date Council has not received a follow-up.
- Councilmember Williams expressed concerns regarding the application period for the Summer Youth Employment program.
- Councilmember Foster stated he would like to see a report from ShotSpotter. He also expressed concerns regarding expenses and loss the Paramount Theatre has; he would like to look at ways to close the gap. Mr. Stevens stated that would be a good retreat topic.

Recreation Advisory Commission. Councilmember Foster made a motion to appoint Mr. Gregory Hawkins and Ms. Sandra Mueller to the Recreation Advisory Commission. The motion was seconded by Councilmember Williams. Mayor Allen, Mayor Pro Tem Ham and Councilmembers Williams, Broadaway, Stevens and Foster voted in favor of the motion. Councilmember Aycock voted against the motion. Mayor Allen stated the motion passed 6:1.

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 January 22, 2018 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

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

Pastor DJ Coles with Seymour Johnson AFB Chapel provided the invocation. The Pledge to the Flag followed.

Approval of the Minutes. Councilmember Aycock made a motion to approve the Minutes of the Work Session and Regular Meeting of November 6, 2017 and the Minutes of the Work Session and Regular Meeting of November 20, 2017 as submitted. The motion was seconded by Councilmember Stevens. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Williams, Broadaway, Stevens and Aycock voted in favor of the motion. Councilmember Foster voted against the motion. Mayor Allen stated the motion passed 6:1.

Wayne County Museum – Jennifer Kuykendell, Executive Director. Ms. Jennifer Kuykendell shared she is the new executive director for the museum. She provided an update on the Wayne County Museum. The museum is closing for a couple of weeks to allow time to revamp the galleries, doing reinstallations of the permanent exhibitions and reopening on February 6th with a new Black History exhibition that will be running for two months. Ms. Kuykendell invited everyone to come out on February 6th, museum opens at 4:00 p.m. and a program begins at 7:00 p.m.

Golden STAR Award. 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 presented an award to the following employees for going above and beyond:

- Hezekiah Jones, Alex Rikard and Tyler Lamm (Fire Department)
- Chris Walker, Clay Gardner, Hunter Bass, Tim Coyler, Davis Hodges and Blake Plummer (Fire Department)

Z-1-18 Timothy Haithcock – West die of Glenwood Trail between East Ash Street and Elm Street. Public Hearing Held. The applicant requests a zoning change from Office-Residence to R-6 Residential Conditional District to allow the development

of two duplex apartment buildings. Development plans (site and landscape plans) are submitted for approval separately.

Frontage: 209 ft.
Depth: 102.95 ft. (approx.)
Area: 0.47 acres

Surrounding Zoning: North: Neighborhood and General Business
South: R-9 Residential
East: R-9 Residential and Neighborhood Bus.
West: General Business and R-9 Residential

The property is currently vacant.

The applicant proposes construction of two duplex apartment units. Development plans have been submitted for approval with the zoning change to R-6 Conditional District.

The adopted Land Use Plan designates this property for Multi-Use which would permit a mix of light commercial, office and residential uses to serve a localized area.

City water and sanitary sewer is available to the subject property.

Zoning for the property was changed from R-6 Residential to Office-Residence in 1980.

Submitted site and landscape plans detail the development to include two one-story structures containing 1,949 sq. ft. each. Each structure would contain two 2-bedroom units containing 956 sq. ft. and 993 sq. ft.

A parking lot between the two buildings will contain a total of eight parking spaces (2 per unit) with concrete walkways leading from the parking area to the individual units. Concrete wheel stops will be placed within each space.

Six Fantasy Maple trees are proposed along the Glenwood Trail frontage. Additional plant material will be installed as 5-ft. wide buffers along the northern, southern and western property lines. These buffers will contain Flowering Cherry trees and combinations of Arborvitae, Loropetalum and Carissa Holly shrubs.

With the use of the six ft. tall privacy fence, planted buffers may be reduced by half. The applicant has requested modifications of the buffer widths in several areas which abut either residential or commercial properties from 15 or 20 ft. to the 5 ft. wide Type A buffer shown within the fenced area.

The height of the proposed fence within the front yard setback will have to be reduced to 3 ft., 6 in. in order to allow for sight distance.

Five-ft. wide concrete sidewalks are shown along the Glenwood Trail frontage.

Submitted elevation plans indicate brick front walls with the remaining sides containing horizontal siding.

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

No action necessary. Planning Commission will have a recommendation for the Council's meeting on February 5, 2018.

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

1. Martha Bryan invited Council to attend a presentation by Special Agent Jennings Gray Fullwood on the opioid epidemic on Wednesday, January 24th at 10:30 a.m. at the Peggy Seegars Senior Center.

2. Shirley Edwards shared the history of Black History Month.
3. Ravonda “Pinky” Jacobs spoke on humanities, poverty and the essence of love and peace.
4. A gentleman who did not provide his name, spoke on the laptops for police vehicles. He stated before putting \$4,000 in each laptop, we need to invest in the people in the community. He also shared he has applied for the Community Affairs Commission.

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 Aycock moved the items on the Consent Agenda, Items E, F, and G be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Broadaway and a roll call vote resulted in all members voting in the affirmative. Mayor Allen declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

Sale of Real Property, Tax ID #3509-67-6318, 1501 Edgerton Street as recorded in the Wayne County Registry. Approved. On November 11, 2017, Carlous R. Dawson offered to pay the City of Goldsboro the sum of \$24,420 for 1501 Edgerton Street and made a bid deposit of \$1,221.00.

The City of Goldsboro and County of Wayne acquired this property in July 2015. At the January 16, 2018 meeting, the County Commissioners agreed to convey their share of this property to the City of Goldsboro with the stipulation that the City and County share equally the expenses.

Standard property will be offered for sale in accordance with the provisions of the G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property’s tax value. The property’s tax value for both properties is \$48,840. An advertisement appeared in the Goldsboro News-Argus on December 28, 2017. The ten (10) day upset bid period expired on January 8, 2018, with no counter-offers received after this bid.

The buyer will pay the attorney fees associated with transferring the deed. The City and County’s portion from the sale of these properties would be \$12,210 each minus expenses.

Staff recommended Council accept the offer from Carlous R. Dawson in the amount of \$24,420 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro and County of Wayne. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

NCDOT Acquisition of Right-of-Way-Patetown-Station 3. Approved. NCDOT’s William Street Widening Project has identified right-of-way, permanent drainage easement and drainage utility easement necessary for the construction of the William Street Widening. NCDOT needs to acquire .049 acres of right-of-way, .015 acres of permanent drainage easement and .079 acres of drainage utility easement from Fire Station 3 located at 100 E. Patetown Road. As part of the right-of-way acquisition, NCDOT plans to acquire 385 sf. of asphalt paving, 660 sf. of concrete paving and 180 linear foot of split rail fencing along the frontage of the fire station property. The required acquisitions should not have an impact on operations at the fire station.

NCDOT has obtained an appraisal from a Certified Land Appraiser demonstrating the fair market value of these right-of-way, easements, and associated improvements. The appraiser has valued these acquisitions at \$33,350 and NCDOT requests the City of Goldsboro accept the appraised value as compensation for the acquisition of the right-of-way and easements.

Staff recommended Council authorize the Mayor and City Clerk to sign and execute an agreement with NCDOT to convey the right-of-way and easements at Fire Station 3 for the amount of \$33,350. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

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

End of Consent Agenda.

Amendment to Goldsboro's Code of Ordinances Title V- Public Utilities, Chapter 54: Stormwater Management Utility. Ordinance Adopted. Faced with ever-increasing stormwater related expenses driven by aging infrastructure and additional regulatory requirements under the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit program the City of Goldsboro (City) established a Stormwater Management Utility program in July 2017. The program was partially implemented with the understanding various sections, mostly pertaining to non-single family residential properties, needed more research prior to full implementation.

The City has since contracted with an experienced stormwater management consultant to address and work through those areas of interest over the past six months. As a result, concerns regarding fees, credits, exemptions and appeals have been addressed in the proposed amendment.

The amendment includes establishing a declining block fee schedule based on total Equivalent Residential Units (ERUs) for non-single family residential properties. The rates presented were approved by City Council in December 2017. There are also options for billing various non-single family residential properties. Where there are multiple individual utility accounts and the allocated impervious area is comparable to single-family residential properties, each account will be billed the same rate as a single-family residential property.

Additionally, credits will be given for functioning Best Management Practices (BMPs) that treat 100% or more of the runoff from a non-single family resident parcel. The credit can range from 10% to 20%.

An appeal process has also been included. Appeals of administrative decisions made by the Public Works Director will be heard by the City Manager. Appeals to the City Manager's determination constitute a quasi-judicial process and will be heard by the Board of Adjustment.

Councilmember Broadaway made a motion to adopt the following entitled Ordinance amending Title V, Chapter 54-Stormwater Management Utility of the City of Goldsboro's Code of Ordinances. The motion was seconded by Councilmember Williams. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Williams Broadaway, Stevens and Aycock voted in favor of the motion. Councilmember Foster voted against the motion. Mayor Allen stated the motion passed 6:1.

ORDINANCE NO. 2018-3 "AN ORDINANCE AMENDING TITLE V PUBLIC UTILITIES, CHAPTER 54 STORMWATER MANAGEMENT UTILTIY, TO REFLECT NEW RATE AND FEE SCHEDULES, ESTABLISH CREDITS AND PROVIDE AN APPEAL PROCESS"

Site and Landscape Plan – Car Wash (J. L. Gurley). Approved. The property is located on the west side of North William Street between Orange Street and Eleventh Street.

Frontage: 128.5 ft.
Depth: 200 ft. (average)
Area: 0.59 Acres
Zoning: General Business

The applicant proposes the development of a two-bay automated car wash. Only one bay will be developed initially.

The site is located between Greenleaf Grace Village and a children’s entertainment venue.

A mechanical room is proposed between the two car wash bays. Access to the site was proposed initially through two curb cuts with the northernmost curb cut for entrance only traffic and the southernmost curb cut for exiting only.

Hours of Operation: 24 Hours, 7 days per week;

The developer has indicated that there will be no vacuums at the site.

NCDOT has reviewed the plans and recommends that the developer provide only one curb cut for both right-in, right-out access. With the upgrading of North William Street, a median will be installed which will prevent left turn movements into and out of the site.

A concrete driveway with curb and gutter would extend in a semi-circular configuration for entering the car wash area after paying at a designated pay station. A grassed area would be maintained between the drive aisles.

The property will be served by City water and sanitary sewer. The development will include a 1,000-gallon oil/water interceptor which will filter water before entering the City’s storm sewer system.

Because less than one-half acre of land is being disturbed, stormwater calculations will not be required.

The submitted landscape plan indicates Two Autumn Fantasy Maples to serve as street trees. Additionally Type A (5 ft. wide) buffers are shown to the north and south which will contain a combination of Maples, Arborvitae, Loropetalum and Carissa Hollies. There is an existing wooded area at the rear which will remain along with Carissa Hollies and one Arborvitae to serve at the Type A buffer.

Within the grassed area, Dwarf Hollies and Snow Goose Flowering Cherry trees will serve as the vehicular surface area buffer.

The Planning Commission, at their meeting held on December 18, 2017, recommended approval of the revised site and landscape plans which show only one curb cut to serve the property.

After concerns were expressed by the adjoining owner (Greenleaf Church), the Council, on January 8, 2018, deferred action on this request. Staff has discussed the matter with both the adjoining owner and the applicant and both are satisfied with the proposed development as revised.

Mayor Pro Tem Ham made a motion to accept the recommendation of the Planning Commission and approve the site and landscape plans subject to revision to show one curb cut providing right-in, right-out access from North William Street. Councilmember Stevens seconded the motion. Mayor Allen, Mayor Pro Tem Ham, Councilmembers Williams Broadaway, Stevens and Aycock voted in favor of the motion. Councilmember Foster voted against the motion. Mayor Allen stated the motion passed 6:1.

City Manager's Report. Mr. Stevens shared for those watching at home, we did have some equipment failure, we did replace that and the rebroadcast should include the whole meeting. He reminded the community that they can also submit recommendations for STAR Awards.

City Attorney's Report. No report.

Mayor and Councilmembers' Reports and Recommendations. Mayor Allen read the following Proclamation.

Proclamation – Black History Month. Mayor Allen proclaimed the month of February 2018 as “Black History Month” in the City of Goldsboro and encouraged all citizens to observe this month by participating in and supporting all festivities celebrating the proud heritage of African Americans.

Councilmember Williams stated if the parents have not brought their children out for the Summer Youth Employment Program, please come out on January 31st for the orientation. I also questioned the laptops and asked if staff had applied for grants for the police laptops.

Councilmember Broadway stated I had two people call me regarding our sanitation workers who went around to the back of their homes during the snow to collect their trash cans. They don't get enough praise.

Councilmember Stevens also encouraged parents to bring their kids out for the orientation for the Summer Youth Employment Program. I would also like to encourage citizens to participate on one of the boards and commissions.

Mayor Pro Tem Ham stated I spoke at the last meeting about the outstanding service our employees provided. I want to once again commend our employees for their professionalism and their compassion. I am proud to be a part of this city.

Councilmember Foster read an email regarding two recent shooting incidents. He shared concerns regarding a store located on Slocumb near where one of the incidents occurred and he had asked Council not to extend the hours of operation. I have driven by and seen people standing outside and trash. I wanted people to know this is why I voted against extending the hours and I feel we need to re-address this soon.

Councilmember Aycock stated he would like to reiterate some of the comments made regarding our city employees. He received a call from a local business owner regarding the clearing of the streets following the snow, who said the streets were cleared except for Ash and I explained the City was not responsible for Ash. Our guys do a great job all the time.

Mayor Allen shared the Interfaith Breakfast will be held on February 15th and the Human Relations Banquet will be held on February 26th. I encourage everyone to come out, contact Community Relations for tickets. Mayor Allen stated I am impressed by the Blessing Boxes Ms. Brandi Matthews has installed on Fussell Street and Slocumb Street.

Mayor Pro Tem Ham shared Ms. Matthews is also installing a Blessing Box on Wayne Memorial.

There being no further business, the meeting adjourned at 7:54 p.m.

Chuck Allen
Mayor

Melissa Corser, MMC/NCCMC
City Clerk



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

BRAIN INJURY AWARENESS MONTH PROCLAMATION

WHEREAS, traumatic brain injury, which is one form of an acquired brain injury is a serious, national public health epidemic resulting in not only death, but also long-term or permanent disability; and

WHEREAS, acquired brain injury is overlooked, underfunded, and affects thousands of North Carolina citizens each year; and

WHEREAS, a traumatic brain injury is caused by a bump, blow, or jolt to, or penetration of, the head that disrupts the normal function of the brain; and

WHEREAS, more than 201,000 North Carolina citizens are currently living with the long term effects of a brain injury, with brain injury affecting six times more people annually than breast cancer, HIV/AIDS, spinal cord injury, and MS combined; and

WHEREAS, falls are a leading cause of brain-related injuries in North Carolina; they can also be the result of motor vehicle crashes, assaults, sporting related injuries, or occupational related injuries; and

WHEREAS, North Carolina has approximately 112,951 active military personnel and 731,241 veterans residing in the state, and has the third largest military population in the United States; and

WHEREAS, traumatic brain injury has been the signature injury of the wars in Iraq and Afghanistan and treatment is also often complicated by high rates of PTSD and suicide, presenting new challenges for members of the military and their families in the state; and

WHEREAS, sports related brain injuries were the cause for 2.4 million emergency department visits among youth 5-18 years of age, and because the signs of brain injury are not always well recognized, youth may put themselves at risk for another injury and potentially fatal second-impact syndrome; and

WHEREAS, it is estimated that as many as 3.8 million concussions occur in the US per year during competitive sports and recreational activities; however, as many as 50% of concussions may go unreported because a concussion, or mild brain injury does not necessarily result in loss of consciousness and often goes undetected; and

WHEREAS, an injury that happens in an instant can bring a lifetime of physical, cognitive and behavioral challenges; and

WHEREAS, early, and adequate access to care will greatly increase overall quality of life, and will enable individuals to return to home, school, work and their community; and

WHEREAS, March has been designated as National Brain Injury Awareness Month to promote public awareness on the extent, causes, consequences, treatment and prevention of traumatic brain injury; and

WHEREAS, in partnership, the North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services as state lead agency, the Brain Injury Advisory Council and the Brain Injury Association of North Carolina strive to make prevention and safety measures part of the culture in North Carolina.

NOW THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim March 2018 as BRAIN INJURY AWARENESS MONTH in Goldsboro, North Carolina, and call upon our citizens and interested groups to observe the month with appropriate ceremonies and activities that promote awareness and prevention of brain injuries.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 5th day of March, 2018.

Chuck Allen, Mayor

CITY OF GOLDSBORO
AGENDA MEMORANDUM
March 5, 2018

- SUBJECT:** Authorization of an Agreement with McKim & Creed Engineering for Professional Services on Equalization Basins #3, #4, & #5 Enhancement Study at the WRF.
- BACKGROUND:** WRF Equalization Basin #5 at the near the end of Seymour Johnson Air Force Base's runway is designated as a Clear Zone and Basins #3 and #4 are designated as Accident Potential Zone I. It is the City's intention to drain the water, remove the sludge from EQ Basins #3, #4, & #5, and mitigate the basins, reducing the attraction to waterfowl and enhancing the WRF process. The City would also continue its bird harassment program with USDA Wildlife Services.
- DISCUSSION:** The City of Goldsboro advertised for Requests for Qualifications from engineering firms and received two responsive RFQs on August 2, 2017. Both companies were invited to present on the project on August 30, 2017.
- The City is interested to get an estimated cost to implement the Equalization Basins #3, #4, #5 Enhancement Project. A proposal has been received from McKim & Creed Engineering for these services in an amount not to exceed \$158,000.
- The City allocated \$50,000 in its current FY 17-18 for these services. The additional amount of \$108,000 will need to be appropriated from the unassigned fund balance of the Utility Fund.
- RECOMMENDATION:** It is recommended that Council adopt:
1. The attached resolution authorizing the City Manager to execute a contract with McKim & Creed not to exceed \$158,000 to provide engineering services for the feasibility and cost estimate for the Equalization Basins #3, #4, & #5 Enhancement Study.
 2. The attached budget ordinance allocating the additional \$108,000 from the unassigned fund balance from the Utility Fund for this professional services contract.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: _____

Scott A. Stevens, City Manager

RESOLUTION NO. 2018-

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF
A CONTRACT WITH McKIM & CREED
FOR PROFESSIONAL SERVICES ON THE
EQUALIZATION BASINS #3, #4, & #5 ENHANCEMENT STUDY

WHEREAS, the City of Goldsboro in conjunction with the USDA Wildlife Services has a waterfowl reduction program in conjunction with the USDA Wildlife Services at the WRF to minimize the risk of bird strikes with aircraft; and

WHEREAS, Seymour Johnson Air Force Base has designated WRF Equalization Basin #5 as a clear zone and Basins #3 and #4 as Accident Potential Zone I; and

WHEREAS, the City has received a proposal for \$158,000 from McKim & Creed Engineering to develop a plan and probable costs to implement operational enhancements to the equalization system which will allow Equalization Basin #3, #4, and #5 to be dewatered and mitigated; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro and Seymour Johnson Air Force Base to authorize a contract for engineering services to McKim & Creed in an amount not to exceed \$158,000.

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

1. The City Manager is hereby authorized and directed to execute a contract with McKim & Creed in an amount not to exceed \$158,000 for engineering services relating to the Equalization Basins #3, #4, & #5 Enhancement Study.
2. This resolution shall be in full force and effect from and after this 5th day of March, 2018.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

ORDINANCE NO. 2018-

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

WHEREAS, the City of Goldsboro requested proposals for professional services to complete a study for closure/enhancements to existing EQ Basins #3, #4, and #5 at the Water Reclamation Facility; and

WHEREAS, the City has recommended McKim and Creed Engineering for these services for an amount not to exceed \$158,000; and

WHEREAS, the City has allocated \$50,000 in its current FY 17-18 budget for these services; and

WHEREAS, since the additional funding needed for these services were not appropriated in the operating budget for FY 2017-18, the City of Goldsboro needs to appropriate the additional funding in the amount of \$108,000 from the Utility Fund.

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

1. Decreasing the Unassigned Fund Balance of the Utility Fund in the amount of \$108,000.
2. Increasing the expenditure line item entitled "Consultant Fees" (61-4177-1991) in the Water Reclamation Facility's Budget in the amount of \$108,000.
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



ENGINEERS

SURVEYORS

PLANNERS

February 22, 2018

171526

Mr. Michael Wagner
Deputy Public Works Director – Utilities
200 North Center Street
PO Drawer A
City of Goldsboro, NC 27530

RE: Engineering Services Proposal
Closure Evaluation of WWTP EQ Basins 3, 4, and 5

Dear Mr. Wagner:

McKim & Creed, Inc. is pleased to provide this proposal for Professional Engineering Services to complete a study for closure and/or enhancements to existing EQ Basins #3, #4, and #5 at the City of Goldsboro WWTP. The goal of this project is to provide for control of avian activity in the vicinity of Seymour Johnson Airforce Base. The City of Goldsboro, NC wastewater treatment plant (WWTP) is located in close proximity to and across the Neuse River from Seymour Johnson Airforce Base.

Scope of Work

The proposed study for closure and/or enhancements to existing EQ Basins #3, #4, and #5 includes the following scope of work:

1. McKim & Creed, Inc. will meet with the City staff to further discuss the project and obtain additional comments and input to insure that the goals of the City are fully considered in the evaluation.
2. The City is currently working on sanitary sewer system improvements to mitigate stormwater infiltration/inflow (I&I) in the sanitary sewer system. Historic and current flow data will be evaluated to better quantify I&I. Using this data, the equalization (EQ) storage requirements for the WWTP will be evaluated at current plant operating flow and at the plant design capacity.
3. By taking EQ Basins #3, #4, and #5 offline, the available EQ capacity for the WWTP will be limited to the available capacity in EQ Basins #1 and

1730 Varsity Drive

Suite 500

Raleigh, NC 27606

919.233.8091

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- #2. It is our understanding that waste sludge has been discharged to these basins for stabilization; therefore, evaluation of available EQ capacity for the plant could become an important consideration. Control of EQ capacity either by alternative sludge treatment and disposal means or potential EQ basin enhancements including additional EQ basin storage capacity or increased recirculation pump capacity will be evaluated.
4. Existing biosolids handling and management practices and procedures will be evaluated including quantifying current biosolids and projected biosolids requirements at the design capacity of the WWTP. Potential modifications to optimize existing biosolids handling procedures will be investigated and evaluated.
 5. Alternative biosolids handling processes and procedures will be evaluated in an effort to optimize biosolids management at the plant in a cost-effective manner. The following three alternatives will be evaluated:
 - a. Provide dedicated waste sludge holding tanks with sufficient mixing and aeration to meet the oxygen uptake rates with onsite sludge dewatering and transport to a composting facility.
 - b. Construct an aerobic digester system that can provide approximately 50% volatile solids reduction, and sludge thickening or dewatering for transport to offsite disposal.
 - c. Investigate sludge handling and disposal via private contractors such as Synagro, Nuterra, or other approved contractors.
 6. The closure process for permitted EQ Basins #3, #4, and #5 must be in compliance with NCDEQ guidelines which generally includes the following tasks:
 - a. The lagoon closure process includes notification to the permitting authority of intent to close the permitted basins, preparation of a closure plan and submittal to the permitting authority for review and approval. After approval of the closure plan, additional scope items as approved by the City would provide for the implementation of the approved closure plan, and final certification.

- b. Closure considerations include an evaluation of the current type and use of the lagoons, evaluation of closure or repurposing alternatives and the impact on the operation and performance of the WWTP, wastewater and sludge sampling and testing in accordance with NCDEQ guidelines, proposed structural modifications to the basins, and a recommended site reclamation plan.
- c. Wastewater testing includes collection of five (5) composite samples, one for each basin, above the sludge blanket and testing for fecal coliform, ammonia, total nitrogen, total phosphorus, BOD, TSS, and pH.
- d. Sludge sampling and testing includes collection of five (5) composite sludge samples, one for each basin, and testing for pathogen and vector attraction reductions (fecal density), arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, TKN, ammonia nitrogen, phosphorus, sodium, calcium, magnesium, percent total solids, and pH.
- e. Repurposing/closure alternatives for these basins could include filling the basins, demolishing the downstream and separation dikes and re-grading the site to the contiguous property, or restoring the site to the original natural hydric wooded wetland.
- f. Quantify the liquid and sludge volumes in all five basins. McKim & Creed, Inc. will utilize sludge jug sampling to determine the approximate depth of the sludge within each basin. A 300ft x 300 ft grid will be utilized with samples taken at each grid point. The sludge volume will be estimated based on the average sludge depth in the basin.
- g. Evaluate wastewater and sludge disposal alternatives, and prepare a recommended plan for treatment and disposal.

Additional Scope Items

The following scope items may be required depending on alternatives selected by the City and may be added to the scope of work by an amendment to this contract.

1. If the City determines that an increase in storage capacity of EQ Basins #1 and #2 is desirable thus requiring for increased capacity and structural modifications to the existing basin berms than a geotechnical evaluation including the following: embankment borings for soil identification, grain size distribution analysis, and split spoon analysis can be provided to determine the structural capacity of raising the existing berm structure. In addition, subsurface SUE would be required to locate underground utilities along Arrington Bridge Road for potential boring locations.
2. If existing record drawings do not appear to be correct for the height and elevations of the existing basin berms, a conventional topographic survey can be provided to determine actual height and width of the existing basin berms above the basin water level surface in conjunction with the hydrographic survey being provided for the subaqueous surface profile in the scope of work detailed above.
3. If the City elects to evaluate the possibility of restoring the basins as wetlands, M&C can assist with the evaluation and development of the concepts for repurposing existing Basins #3, #4, and #5. Services would also include assistance with navigation through the wetlands regulatory process. Proposed guiding principles and project scope include the following:
 - a. Involve stakeholders in the development and objectives of the wetland restoration project. This would entail meetings with adjacent property owners which we have identified as Wayne County and the United States Government.
 - b. Restoration is proposed to re-establish the ecological integrity of the aquatic ecosystem including the structure, composition and natural processes of its biotic communities and physical environment.
 - c. Restoring the original site physical attributes provides for improved water quality and restoration of the native biota.
 - d. Evaluation of the existing conditions in the surrounding natural wetlands will provide the standards of design for the wetland restoration project.

- e. Develop a preliminary monitoring plan for the restoration project, and a long-term monitoring plan.
- f. Develop a preliminary wetland restoration concept and Engineer's opinion of probable construction cost for the project.
- g. Evaluate the potential economic advantages of banking restored wetlands in a wetlands mitigation banking system. A mitigation bank is a wetland or other aquatic resource area that has been restored, enhanced, or preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources permitted under Section 404 or similar state or local wetland regulation

Compensation

Compensation for the professional engineering services as describe above shall be lump sum fees itemized as follows and subject to terms of the McKim & Creed Engineering Division General Conditions (attached). Services will be billed monthly based on the percent completion of the project.

Fee for Basic Scope

• Items 1-6	\$158,000
Total Fee Amount	\$158,000 Lump Sum

Schedule

McKim & Creed, Inc. proposes to begin the initial phases of the project within two (2) weeks after authorization to proceed. The time to complete the project and submit the Engineers Report is approximately four (4) months.

General Conditions

McKim & Creed Engineering Division General Conditions, 07/2016-1, shall be made a part of this agreement.

Additional Services

The following additional services are excluded from this agreement, but may be included as part of this agreement upon approval and authorization by the City of Goldsboro, NC.

1. Design, bidding and construction related services.
2. Boundary or topographic surveys.
3. Subsurface utility engineering (SUE) services.
4. Construction staking.
5. Expert witness testimony or appearance in courts as a representative of the Client.
6. Permit application fees.
7. Providing for monitoring wells for groundwater sampling.

McKim & Creed, Inc. appreciates the opportunity to provide professional engineering services for the City of Goldsboro, NC in connection with this project. Please review this proposal and if you find the proposal in order and acceptable, please execute and return one original. If you have any suggested changes or revisions to the proposal, please let us know. Please feel free to call if you have any questions or need additional information.

Sincerely,

McKim & Creed, Inc.



Chuck Riley, Jr. PE
Senior Project Engineer



Bryan Blake, PE
Vice President

Enclosures: McKim & Creed Engineering Division General Conditions 07/2016-1

Mr. Wagner
February 22, 2017
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Accepted by City of Goldsboro, NC

Name: _____

Title: _____

Date: _____

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Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents,

sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client releases and shall indemnify and hold the Engineer harmless from all claims,

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damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Liability. The Engineer is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Engineer's fee for this project, whichever is greater. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Engineer's fee for this project is a specifically bargained-for provision of this agreement, reflected in Engineer's fee. The Engineer shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of or related to construction staking shall be limited to \$_____, which amount shall be less than \$50,000, or the amount of the Engineer's fee for this project, whichever is

greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Engineer's fee.

Client initials

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to the defense of such litigation by the Engineer's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

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Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Engineer to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other

entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the

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same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Engineer from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as

hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Engineer to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Engineer.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

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Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreement with the Engineer to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the

location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

Water Market 2018 Schedule of Hourly Rates

Employee Classification (Rate/Hour)

Engineering

Principal	\$290.00
Engineering Manager	\$254.00
Project Manager III.....	\$216.00
Project Manager II.....	\$195.00
Project Manager I.....	\$182.00
Technical Specialist.....	\$265.00
Project Engineer IV	\$211.00
Project Engineer III	\$195.00
Project Engineer II.....	\$157.00
Project Engineer I.....	\$142.00
Engineer Intern	\$130.00
Land Planner/Landscape Architect.....	\$129.00
Designer IV	\$152.00
Designer III	\$133.00
Designer II	\$123.00
Designer I.....	\$96.00
Sr. CAD Technician	\$86.00
CAD Technician	\$72.00
Sr. Project Administrator	\$100.00
Project Administrator.....	\$86.00
Administrative Assistant	\$70.00

Construction

Construction Administrator III.....	\$152.00
Construction Administrator II	\$142.00
Construction Administrator I.....	\$120.00
Project Representative III.....	\$142.00
Project Representative II	\$120.00
Project Representative I	\$99.00

Field Services

Field Technician I.....	\$83.00
Field Technician II	\$111.00
Field Services Manager	\$133.00

Employee Classification (Rate/Hour)

Surveying

Sr. Surveyor/Project Manager III.....	\$225.00
Sr. Surveyor/Project Manager II	\$204.00
Sr. Surveyor/Project Manager I	\$165.00
Project Surveyor	\$129.00
Sr. Survey CAD Technician.....	\$105.00
Survey CAD Technician	\$89.00
Survey Technician	\$81.00
Survey Field Supervisor	\$100.00
Project Coordinator.....	\$115.00
Field Survey Party 1 Person Crew	\$105.00
Field Survey Party 2 Person Crew	\$144.00
Field Survey Party 3 Person Crew	\$204.00
GPS Mapping 1 Person Crew	\$110.00
GPS Mapping 2 Person Crew	\$149.00
RTK/VRS GPS 1 Person Crew.....	\$115.00
RTK/VRS GPS 2 Person Crew.....	\$155.00

Subsurface Utility Engineering

Utility Engineering Sr. Project Manager.	\$211.00
Utility Engineering Project Manager	\$177.00
Utility Engineering Technician I	\$75.00
Utility Engineering Technician II.....	\$88.00
Utility Engineering Analyst.....	\$100.00
Utility Engineering Specialist	\$133.00
Utility Engineering Party (2 Person Crew)	\$171.00

Geospatial Information Systems

GIS Specialist.....	\$115.00
GIS Technician II	\$93.00
GIS Technician I.....	\$75.00
LiDAR Field Technician	\$88.00
LiDAR Technician I.....	\$80.00
LiDAR Technician II	\$107.00
LiDAR Technician III	\$127.00
Photogrammetric Technician.....	\$103.00
Photogrammetrist.....	\$150.00

Hydrographic Surveying

Hydrographic Specialist I.....	\$95.00
Hydrographic Specialist II	\$105.00

Water Market 2018 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 5, 2018

SUBJECT: Ordinance Amending Section 97.31 Parks and Recreation Department

BACKGROUND: The Parks and Recreation Department has been the managing department of the Goldsboro Municipal Golf Course since its renovation in 1999. Ordinance language from 1970 refers to the management of the golf course not being the responsibility of the Parks and Recreation Department. In 1970, the golf course was operated by an individual through a management agreement and thus not a division of a city department.

DISCUSSION: Based on the above information, staff feels it is necessary to update the language of the City Ordinance to delete the section that takes the management of the Goldsboro Municipal Golf Course from the Parks and Recreation Department.

RECOMMENDATION: It is recommended that Council, by motion accept the staff's recommendation and adopt the amendment deleting the "Powers vested in the Department" Section D of 97.31 that refers to powers provided to the Parks and Recreation Department, other than the municipal golf course.

Date: _____

Parks and Recreation Director

Date: _____

City Manager

ORDINANCE NO. 2018-__

AN ORDINANCE AMENDING CHAPTER 97 ENTITLED “PARKS AND RECREATION” SECTION 97.31 PARKS AND RECREATION DEPARTMENT OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to the Parks and Recreation Department; and

WHEREAS, Section 97.31 Parks and Recreation Department currently describes the powers that are vested in the department; and

WHEREAS, staff would recommend Council remove the following verbiage, which excludes municipal golf course.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Section 97.31 Parks and Recreation Department of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 97.31 PARKS AND RECREATION DEPARTMENT

- (D) *Powers vested in the Department.* Such powers as are now provided by statutes of the state or by ordinance of the city relating to the development and operation of recreation systems, play areas and athletic fields ~~other than the municipal golf course~~ are hereby vested in the Parks and Recreation Department, to be exercised by it subject to any and all restrictions therein contained.

This Ordinance shall be in full force and effect from and after the 5th day of March, 2018.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and landscape Plan - Wave of Glory, Inc. (Addition of Day Care)

BACKGROUND: The property is located on the west side of McDaniel Avenue Carver Boulevard and US Highway 117 South.

Applicant proposes to locate a metal commercial building in the side yard of an existing lot currently occupied by Wave of Glory Church for the purpose of operating a child daycare center.

Frontage: 350 ft.

Depth: 350 ft. (Average)

Area: Approx. 4.091 acres

Zoning: Office and Institutional-1

DISCUSSION: The submitted site plan indicates the placement of a (55 ft. x 50 ft.) 2,750 sq. ft. metal building to be constructed in the side yard of the existing church. The building will serve as a daycare center for approximately 50 children.

The City's Code allows no more than 50% of the exterior building materials to be smooth face concrete or prefabricated steel panels. Staff is working with the applicant to insure compliance with this regulation.

Hours of operation: 6:00 a. m. – 6:00 p. m.
(Monday-Friday)

Adding the building is considered an expansion to the existing site. Since the expansion is greater than 50% of the gross floor area of the existing church (4,493 sq. ft.), the City's Unified Development Code will require that the entire site meet current development regulations.

An existing paved parking lot which contains 40 spaces will serve both the church and the proposed day care operation. Based on UDO regulations, a total of nine parking spaces are required for the day care along with an area for loading and unloading capable of stacking four vehicles. Circulation through the parking area will allow for stacking more than four vehicles. Customers will access the new day care building through 5 ft. wide concrete pedestrian sidewalks leading from the church.

Two existing curb cuts provide paved ingress and egress to the parking lot.

A 3,750 sq. ft. fenced play area is proposed adjacent to the day care building. This will meet the City's requirement of 75 sq. ft. per child.

The submitted landscape plan shows a total of 14 Autumn Fantasy Maples to serve as street trees along both U.S. Highway 117 to the rear and McDaniel Avenue.

A 5 ft. wide landscape buffer yard exists along the southern property line. An existing wooded area exists along the northern property line.

Since the impervious surface ratio is less than .20, no interior parking lot landscaping is required.

A dry detention pond is shown between the daycare building and McDaniel Avenue. The pond will be appropriately screened by evergreen shrubs.

The site is located within a Special Flood Hazard Area known as the 100-year floodplain and will be subject to the City's floodplain regulations.

Drainage plans and stormwater calculations will be required and subject to City Engineering approval before a building permit can be issued.

The Planning Commission, at their meeting on February 26, 2018, recommended approval of the development plans subject to approval of stormwater calculations and drainage plans.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans as submitted subject to approval of stormwater calculations and drainage plans by the City's Engineering Department.

Date: 02/27/18


Interim Planning Director

Date: _____

City Manager

ssj

SITE PLAN
915 McDaniel Avenue
Wave of Glory, Inc - Daycare Center



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and Landscape Plans – Wayne County ABC Store

BACKGROUND: The property is located on the east side of Wayne Memorial Drive between Best Avenue and Tommy's Road. Site is immediately adjacent to the rear of the Wal-Mart Neighborhood Market.

Frontage: 176 ft.
Depth: 420 ft. (average)
Area: 1.8 Acres (approx..)
Zoning: Shopping Center

Zoning for the property was changed from Office and Institutional-1 to Shopping Center on February 6, 2012. The property was annexed on December 31, 2015.

DISCUSSION: The submitted site plan indicates a 5,000 sq. ft. building and a parking lot containing 33 parking spaces (includes 2 handicapped spaces). A total of 25 spaces are required based on one space per 200 sq. ft. of gross floor area. Interior walkways leading from the parking area to the building have been shown.

One curb cut will provide access from Wayne Memorial Drive. During site plan approval for the adjacent Wal-Mart, an additional private drive extended to the property line and will be utilized for internal access between the two sites.

NCDOT is currently reviewing the plans to determine whether any street improvements along Wayne Memorial Drive will be necessary.

A loading dock and ramp is shown at the rear of the property along with a screened dumpster corral. An extended driveway at the rear will provide space for trucks to maneuver between those two areas.

The submitted landscape plan shows the installation of four Pin Oaks to serve as street trees. Additional Pin Oaks will be installed along with a variety of large and small shrubs within parking lot end aisles. Shrubs will include Wax Myrtles, Yaupon Hollies and Indian Hawthorns.

A Type C (20 ft. wide) buffer is shown to screen the parking area along that portion of the property line which abuts residentially-zoned property to the south. A portion of this property line follows a Blue Line Ditch which requires a 50 ft. setback for any construction and a 30 ft. setback for the planted buffer.

Where the property abuts O&I-1 or Shopping Center zoning, a Type A (10 ft. wide) buffer is shown.

The developer will be required to pay a fee in lieu of sidewalk installation in the amount of \$2,235.

Stormwater calculations have been submitted to the City's Engineering Department. A wet detention pond is shown at the rear of the site which will be screened appropriately. No building permits will be issued until the stormwater calculations have been approved.

A lighting plan has not been submitted although there is a note included on the site plan indicating that all outdoor lighting will be faced downward away from residential properties. Staff will require the submission and in-house approval of a detailed lighting plan.

The submitted elevation plans shows a masonry, stone and brick veneer exterior with metal awnings over windows and a metal seam roof.

The Planning Commission, at their meeting held on February 26, 2018, recommended approval of the site, landscape and building elevation plans subject to approval of stormwater calculations.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans for the ABC Store site subject to approval of stormwater calculations.

Date: 02/27/18


Interim Planning Director

Date: _____

City Manager

ssj

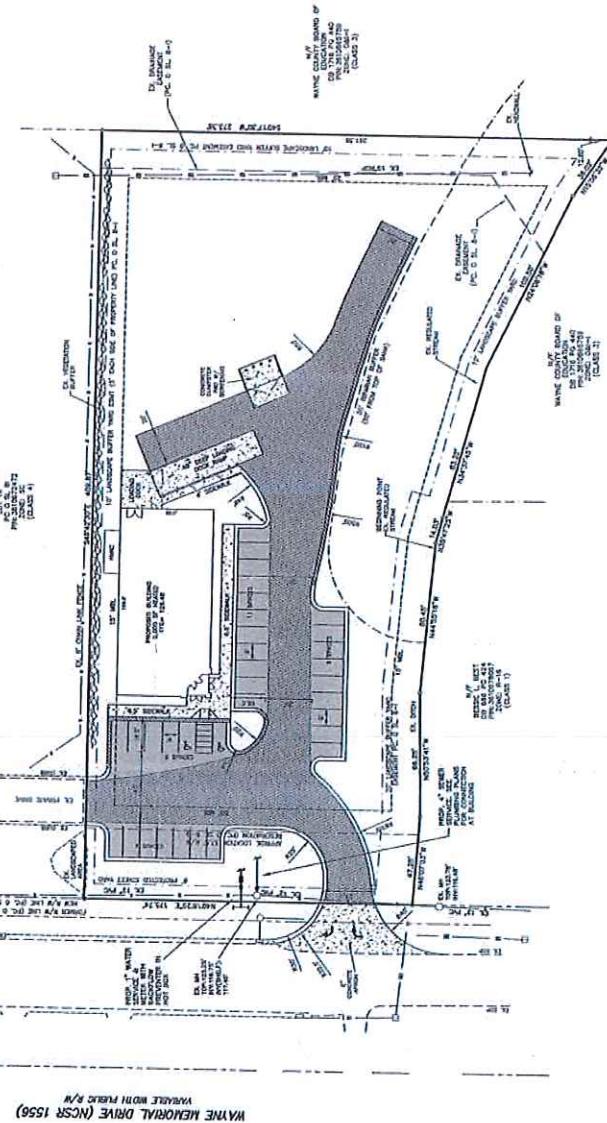
SITE PLAN
WAYNE COUNTY ABC BOARD





LOCATION MAP
TO SCALE

GENERAL NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
3. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST SEISMIC FORCES IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
4. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST WIND FORCES IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
5. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST FLOOD FORCES IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
6. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST COLLAPSE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
7. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST OVERLOADS IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
8. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST IMPACT FORCES IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
9. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST TORSION IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.
10. THE PROPOSED BUILDING SHALL BE DESIGNED TO RESIST SETTLEMENT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR COMPOSITE DECK STEEL BUILDINGS.



PROPOSED BUILDING DATA:
1. BUILDING TYPE: RETAIL STORE
2. BUILDING AREA: 10,000 SQ. FT.
3. BUILDING HEIGHT: 10 FT.
4. BUILDING SETBACKS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
5. BUILDING EASEMENTS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
6. BUILDING UTILITIES: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
7. BUILDING ACCESS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
8. BUILDING PARKING: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
9. BUILDING DRIVEWAY: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
10. BUILDING FENCE: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR

DATE: JANUARY 2018	PROJECT: WAYNE COUNTY ABC STORE	CITY OF GOLDSBORO	WAYNE COUNTY
SCALE: 1"=50'	FIELD BOOK: 2018-001	NORTH CAROLINA	ZONE: SC
SHEET: 1 OF 1	SURVEY BY: J. D. H.	PIN # 3510570018	SHEET: SP2

WAYNE COUNTY ABC STORE - 3370 WAYNE MEMORIAL DRIVE -

SITE & UTILITIES PLAN

BARTLETT
ENGINEERING & SURVEYING, PC
1100 N. HIGH STREET, NORTH
WILSON, NC 27603-1728
TEL: (252) 399-0704
FAX: (252) 399-0804
WWW.BARTLETT-NC.COM



GRAPHIC SCALE
1" = 50 FT.
1" = 100 FT.

PLANTING NOTES:

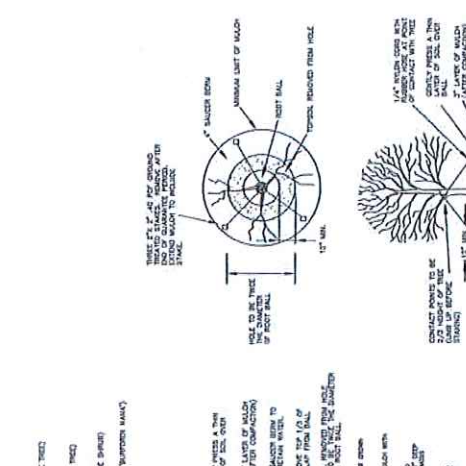
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PLANTING PREPARATION:

1. ALL PLANTING SHALL BE COMPLETED WITHIN A PERIOD OF 1 YEAR FROM THE DATE OF AWARD. PLANTING SHALL BE COMPLETED WITHIN A PERIOD OF 1 YEAR FROM THE DATE OF AWARD. PLANTING SHALL BE COMPLETED WITHIN A PERIOD OF 1 YEAR FROM THE DATE OF AWARD.

PLANTING MATERIALS:

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PLANTING & STAKING DETAIL-TREE

NO SCALE

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PLANTING NOTES:

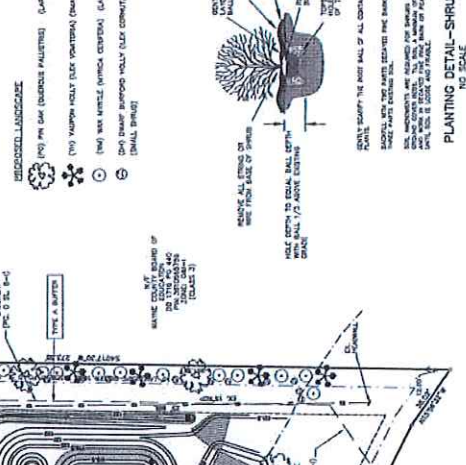
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PLANTING PREPARATION:

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PLANTING MATERIALS:

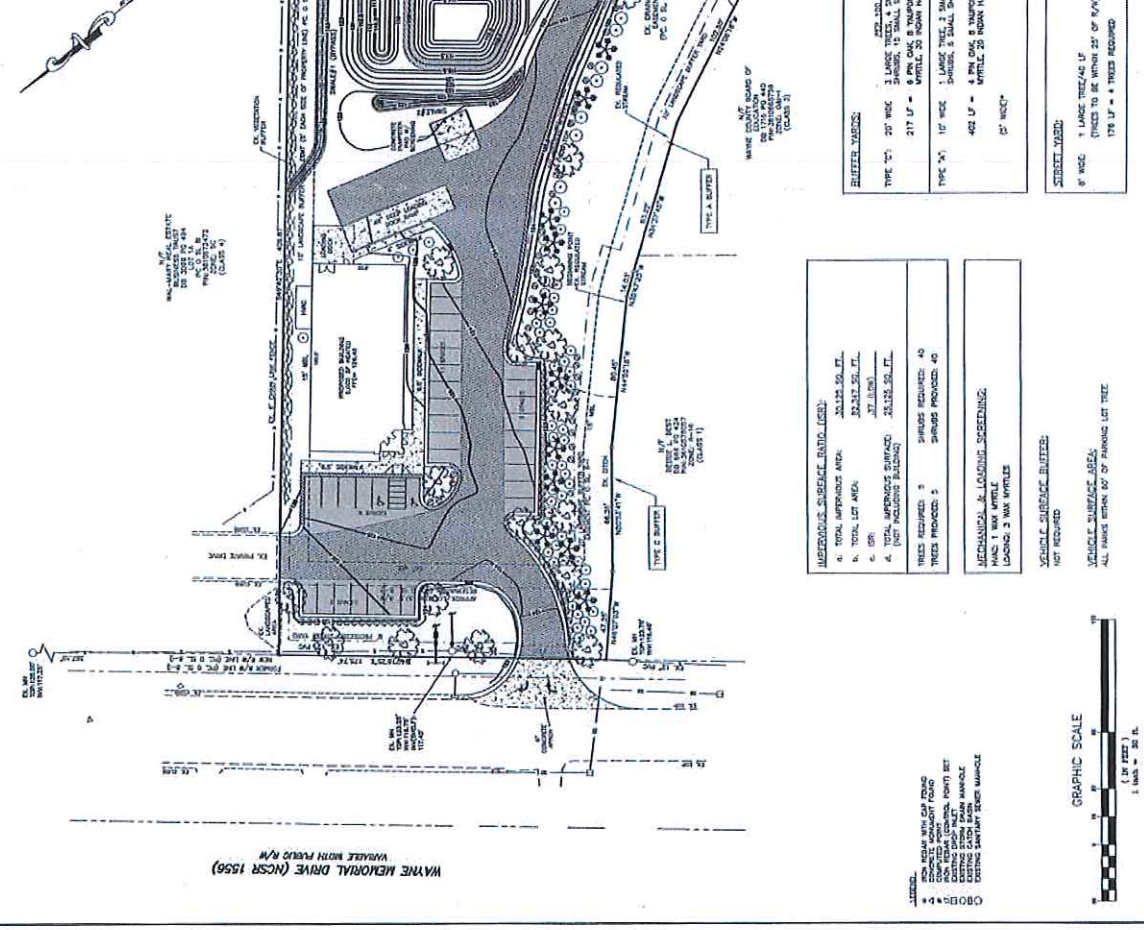
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PLANTING & STAKING DETAIL-SHRUB

NO SCALE

1. PLANTING SHALL BE IN ACCORDANCE WITH THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANTING MATERIALS ARE OF THE QUALITY AND QUANTITY SPECIFIED. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANTING MATERIALS ARE OF THE QUALITY AND QUANTITY SPECIFIED. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANTING MATERIALS ARE OF THE QUALITY AND QUANTITY SPECIFIED.



BARTLETT
ENGINEERING & SURVEYING, PC
1008 NASH STREET NORTH
WELDON, N.C. 27884-1728
License No. C-1551

LANDSCAPE PLAN

WAYNE COUNTY ABC STORE
- 3370 WAYNE MEMORIAL DRIVE -

DATE: JANUARY 2018
SCALE: 1"=20'
SHEET: 1 OF 1
PROJECT: WAYNE COUNTY ABC STORE
DRAWN BY: J. B. BARTLETT
CHECKED BY: J. B. BARTLETT
APPROVED BY: J. B. BARTLETT

CITY OF GOLDSBORO
NORTH CAROLINA
ZONE: SC
SHEET: LP1
PIN: # 381087018

Wayne County ABC
3370 Wayne Memorial Drive
Goldsboro, NC

[illegible]

DAWSON
CONSTRUCTION
SERVICES, INC.
Management - General Construction
252-289-6304 • Wilson, NC



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and Landscape Plans – E Park, LLC Property

BACKGROUND: The property is located on the south side of Graves Drive between Berkeley Boulevard and Malloy Street.

On March 6, 2017, Council approved a zoning change for the property from Shopping Center to General Business Conditional District. At that time, no use was proposed and development plan approval was required before occupying the site. The property was previously occupied by Century Uniforms.

The property contains an existing 4,750 sq. ft. masonry block and metal commercial building formerly occupied by Century Uniforms.

Frontage: 100 ft.

Depth: 200 ft.

Area: 20,000 sq. ft., or 0.46 acres

DISCUSSION: The property owner is working with a tenant who wishes to occupy the site. The tenant is a catering company that proposes utilizing the front portion of the building as a display area and the rear as the “commissary” associated with the business.

No changes to the existing site are proposed.

The site plan indicates a 4,750 sq. ft. masonry block and metal commercial building and a total of 18 parking spaces. Based on the use, only 14 spaces are required.

Street trees and buffers are existing on the site, however, a Type A (5 ft. wide) buffer will be required along the western property line.

A 20 ft. wide asphalt driveway provides access to the site from Graves Drive. Interconnectivity is existing to the east.

At their meeting held on February 26, 2018, the Planning Commission recommended approval of the site and landscape plans subject to the addition of a 5 ft. wide buffer along the western property line.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans subject to the 5 ft. wide landscape buffer being installed along the western property line.

Date: 02/27/18


Interim Planning Director

Date: _____

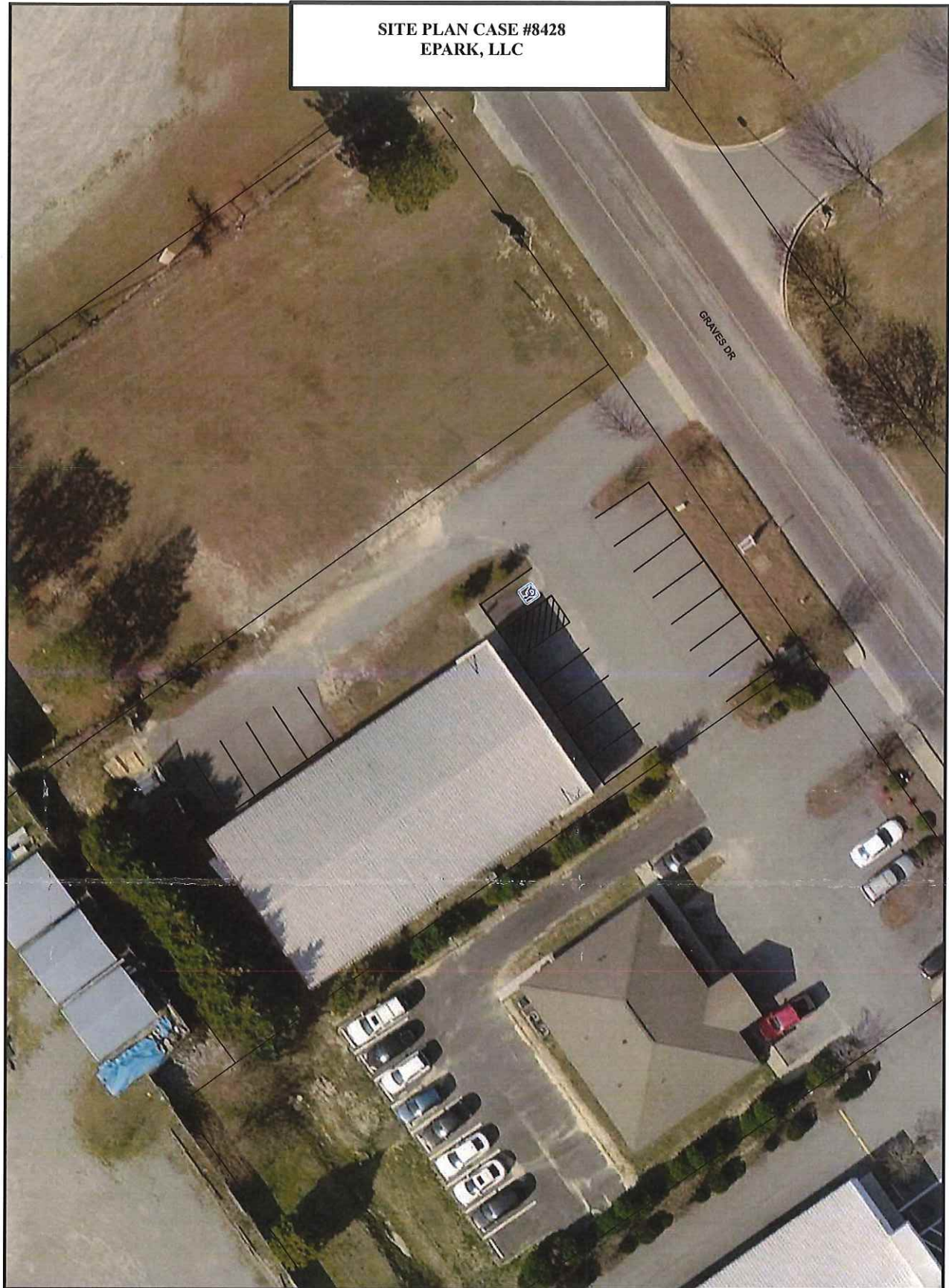
City Manager

ssj

SITE PLAN
EPARK, LLC
CATERING



SITE PLAN CASE #8428
EPARK, LLC



SITE PLAN

EPARK, LLC

GOLDSBORO
BE MORE DO MORE SEYMOUR

25 12.5 0 25 Feet



CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and landscape Plan – Addition to Mt. Carmel Church

The property is located on the west side of N. John Street between Basil Street and Greenleaf Street.

BACKGROUND: Applicant proposes to locate a modular approved commercial building in the rear yard of an existing lot currently occupied by a church.

Frontage: 140 ft.
Depth: 178 ft.
Area: 65,340 sq. ft. or 1.5 acres
Zoning: Office and Institutional-1

DISCUSSION: The submitted site plan indicates the placement of a 39 ft. by 70 ft. (2,730 sq. ft.) modular building behind an existing church containing approximately 3,770 sq. ft. The modular unit will serve as offices and classrooms by staff and members of the church.

The proposed modular building is considered an expansion to the existing site. Since the expansion is greater than 50% of the gross floor area of the existing church, the City's Unified Development Code will require that the entire site meet current development regulations.

The existing church was constructed prior to adoption of City ordinances pertaining to setbacks. As a result, a modification of the front yard setback from 25 ft. to 15 ft. for the existing church structure will be required.

The submitted site plan shows the proposed modular unit located approximately 20 ft. from the rear property line. A modification of the rear setback from 25 ft. to 20 ft. will be required.

A total of 67 parking spaces are required for the church. There are 13 unpaved parking spaces on the church lot and space for more than 60 spaces available on property owned

by the church across Greenleaf Street. Both lots are accessible through graveled driveways.

Since the City's Unified Development Code requires paved and striped vehicular surface areas, the applicant has requested a modification for a period of two years.

The submitted site plan shows a total of 10 street trees to be installed along North John and Greenleaf Streets.

Modifications of buffer yards along the northern, southern and western property lines have been requested. There is a slatted fence located along the southern property line, adjacent to the iron and metal recycling business and the applicant wishes to install a 5 ft. wide buffer along the northern property line as the adjacent property is vacant.

A modification of the vehicular surface area and vehicular surface buffers has been requested until the parking lots are paved. Drainage plans and stormwater calculations will be required at time of paving.

The applicant requests the following modifications.

1. Modification of church front setback requirement from 25 ft. to 15 ft.
2. Modification of the modular unit's rear setback requirement from 25 ft. to 20 ft.
3. Modification of the parking lot paving and striping requirement for a period of two years.
4. Modification of landscape buffers, parking lot vehicular surface area and vehicular surface buffer.

The Planning Commission, at their meeting held on February 26, 2018, recommended approval of the site and landscape plan with the requested modifications.

RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans for the addition of a modular unit at Mt. Carmel Church with the following modifications.

1. Modification of front setback requirement for the existing church building from 25 ft. to 15 ft.

2. Modification of the modular unit's rear setback requirement from 25 ft. to 20 ft.
3. Modification of the parking lot paving and striping requirement for a period of two years.
4. Modification of landscape buffers, parking lot vehicular surface area and vehicular surface buffer.

Date: 02/27/18


Interim Planning Director

Date: _____

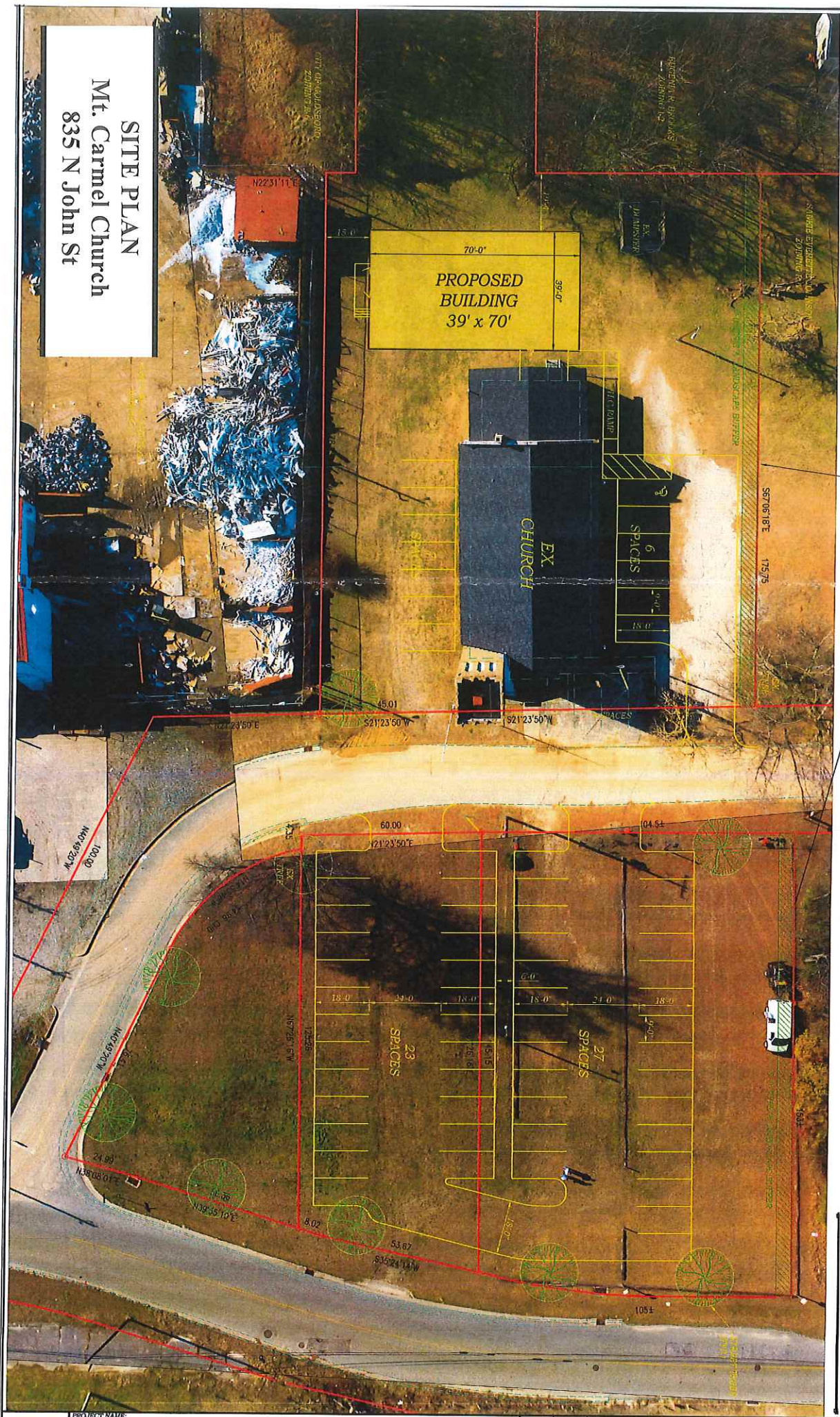
City Manager

ssj

SITE PLAN
Mt. Carmel Church
835 N John St



PROJECT NAME	PROJECT NUMBER	PROJECT TYPE	PROJECT STATUS	PROJECT DESCRIPTION	PROJECT LOCATION	PROJECT DATE	PROJECT COST	PROJECT BENEFIT	PROJECT RISK	PROJECT IMPACT	PROJECT OUTCOME
1	2	3	4	5	6	7	8	9	10	11	12



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: S-5-85 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Revision)

BACKGROUND: The property is located on the southeast corner of Wayne Memorial Drive and Lockhaven Drive.

On February 20, 1989, Wayne Dental Center converted the existing medical office complex into a condominium office development (PUD) where each individual unit was sold for use as offices.

In 2006, Council approved a revision to the preliminary subdivision plat and site plan to include a 727 sq. ft. office addition within Lot no. 4. This addition was never done.

DISCUSSION: The applicant now proposes to relocate a staircase from inside the building to the rear of the building on Lot No. 7 of the Dental Office Complex. No additional doctors will be added as a result of the proposed addition, therefore, no additional parking is required or shown.

A minimum lot size requirement of 5 acres is established for all Planned Unit Developments. Wayne Dental Center has a total lot area of 2.28 acres. A modification of that requirement was previously issued.

A modification of the minimum open space requirement from 2 acres to .467 acres will be necessary.

Hours of operation are from 8:00 a. m. to 5:00 p. m. Monday through Thursday and from 8:00 a. m. to 12:00 noon on Friday.

No changes to existing landscaping are proposed.

Sidewalks are not required since the expansion does not exceed 50% of the total building value.

The Planning Commission, at their meeting on February 26, 2018 recommended approval of the revised subdivision plat and site plan.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the preliminary subdivision plat and site plan revision as submitted.

Date: 02/27/18

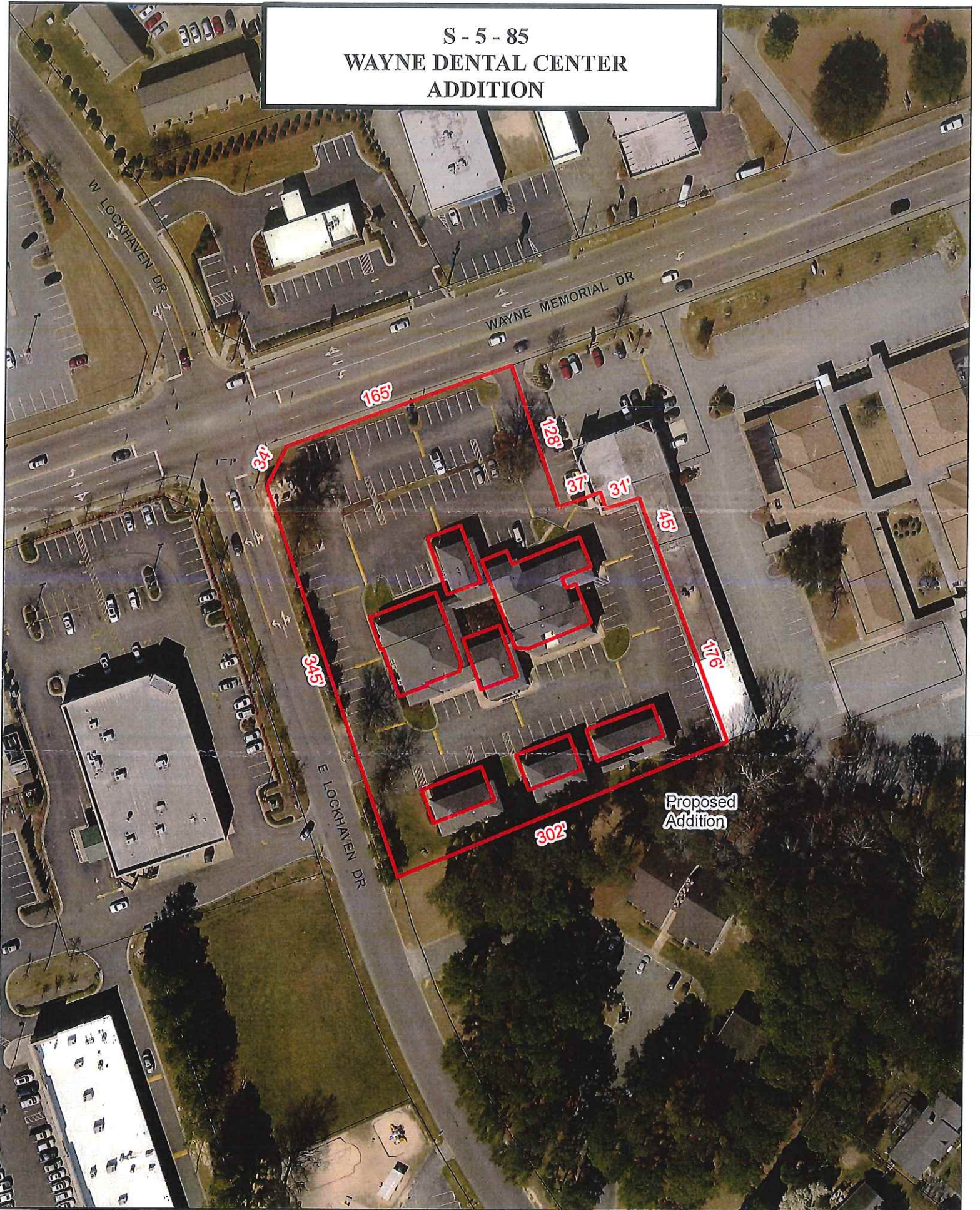

Interim Planning Director

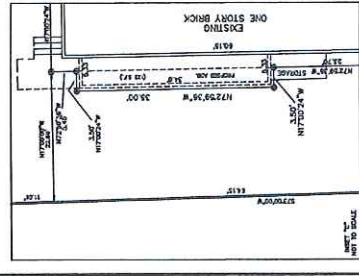
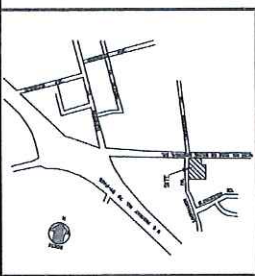
Date: _____

City Manager

ssj

S - 5 - 85
WAYNE DENTAL CENTER
ADDITION





STREET DATE

AREA OF LOTS 4 & 7 OR 38,337 SQ. FT.

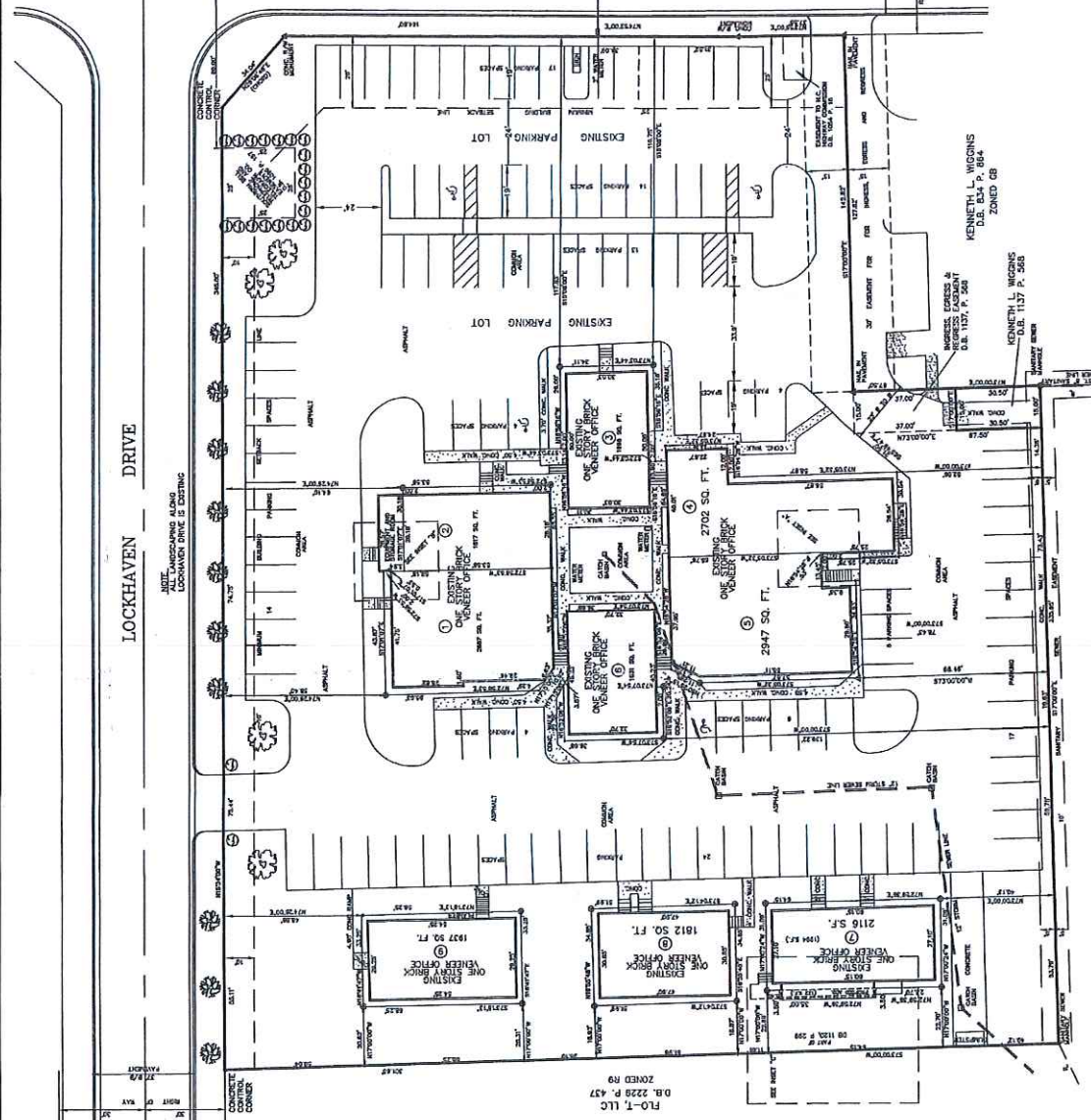
AREA	SCHEDULE	LOT
2,857	20.1	1
1,088	20.1	2
1,088	20.1	3
1,088	20.1	4
1,088	20.1	5
1,088	20.1	6
1,088	20.1	7
1,088	20.1	8
1,088	20.1	9
1,088	20.1	10
1,088	20.1	11
1,088	20.1	12
1,088	20.1	13
1,088	20.1	14
1,088	20.1	15
1,088	20.1	16
1,088	20.1	17
1,088	20.1	18
1,088	20.1	19
1,088	20.1	20
1,088	20.1	21
1,088	20.1	22
1,088	20.1	23
1,088	20.1	24
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1,088	20.1	32
1,088	20.1	33
1,088	20.1	34
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1,088	20.1	37
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1,088	20.1	89
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1,088	20.1	92
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1,088	20.1	95
1,088	20.1	96
1,088	20.1	97
1,088	20.1	98
1,088	20.1	99
1,088	20.1	100

SPACES REQUIRED - 100
 SPACES PROVIDED - 100
 PERCENTAGE - 100%

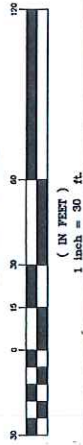
CONCRETE
 0.12

PROPERTY INFORMATION:
 WAYNE DENTAL CENTER OWNERS ASSOC., INC.
 1147 P. 521
 ZONED CB

NOTES:
 1. MODIFICATION OF THE WAREHOUSE & AGRI LOT AREA
 2. RECONSTRUCT TO 2.25 ACRES
 3. RECONSTRUCT FROM 1.5 ACRES TO 3.47 ACRES
 4. MODIFICATION OF EXISTING SIDEWALK RECONSTRUCT
 ALONG LOCKHAVEN DRIVE

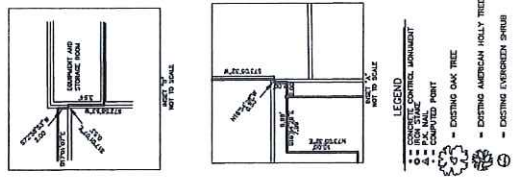


PRELIMINARY & SITE PLAN WAYNE DENTAL CENTER REVISION OF LOTS 4 & 7 GOLDSBORO TOWNSHIP WAYNE COUNTY, N.C. GRAPHIC SCALE



OWNER:
 WAYNE DENTAL CENTER OWNERS ASSOC., INC.
 1147 P. 521
 ZONED CB

SOURCE OF THE
 PLANNING & DESIGN
 DEED BOOK 1186, PAGE 343



WAYNE MEMORIAL DRIVE
 (N.C.S.R. NO. 1656)

KENNETH L. WIGGINS
 D.B. 634 P. 184
 ZONED CB

KENNETH L. WIGGINS
 D.B. 1137 P. 563
 ZONED CB

CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: 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 ft. (Patetown Road)
750.83 ft. (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. The site plan has been revised to reflect this distance.

An existing 6 ft. tall chain-link fence with barbed wire encloses the site. Applicant will install privacy slats within the existing fence to meet this requirement.

Street trees are shown along both Patetown Road and Industry Court. Additional landscaping is shown along the western property line and Industry Court.

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.

At the public hearing held on February 19, 2018, no one spoke either for or against the request.

At their meeting held on February 26, 2018, the Planning Commission recommended approval of the request with the distance modification from residential property.

RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and:

1. Adopt an Order approving a Conditional Use Permit to allow the operation of a concrete business; and

2. Approve the submitted plans detailing the operation with a modification of the distance requirement from residentially zoned or developed property and subject to approval of stormwater and drainage plans by the City's Engineering Department.

Date: 02/27/18


Interim Planning Director

Date: _____

City Manager

ssj

CU - 1 - 18
SWR PROPERTIES
CONCRETE PLANT



CITY OF GOLDSBORO
ORDER APPROVING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on February 19, 2018 to consider Conditional Use Permit application number:

CU-1-18 SWR Properties, LLC – North side of Patetown Road between
Industry Court and North William Street

to allow the operation of a **concrete plant**, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 5.5 Supplemental Use Regulations (Community Sensitive Heavy Industrial Uses) as follows:

1. The entire area of the site shall be enclosed by a six-ft. high opaque fence set back one hundred feet from any public right-of-way or residentially developed or zoned property and/or 50 ft. from any other adjacent property.

Applicant will install slats within the existing 6 ft. tall chain-link fence.

2. The yard area between the fence and the property line, not used for parking, shall be planted with grass and have landscaping composed of large trees spaced not more than 40 ft. apart and not less than one row of shrubs thirty inches in height, spaced so that they will form a continuous visual screen six ft. in height within three growing seasons.

Applicant indicates street trees along both Patetown Road and Industry Court as well as additional landscaping along the western property line and Industry Court.

3. No loading or unloading of materials shall occur outside of the fenced area.
4. A statement shall be submitted with the plans indicating whether any manufacturing or processing operation will create smoke, offensive odor, dust, noise, fumes or vibrations beyond the lot lines of the proposed use. If one or more of such conditions exist, the developer shall explain what measures will be taken to mitigate such conditions to acceptable levels.

Applicant has submitted the required statement.

5. The use shall be located a minimum of 1,000 ft. from any residentially developed or zoned property. The 1,000 ft. separation distance shall be measured in a straight line from property line to property line, with no consideration as to intervening structures, roads or landforms.

The subject property is immediately adjacent to residentially zoned property to the south and west. Conditional Use Approval includes a modification of that requirement.

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council accepted the recommendation of the Planning Commission and approved the applicant's request for a Conditional Use Permit to allow the development and operation of a concrete plant.

Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **APPROVED**.

Thus ordered this _____ day of _____, 2018.

Chuck Allen, Mayor

Ronald T. Lawrence, City Attorney