

**GOLDSBORO CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, APRIL 15, 2019**

*(Please turn off, or silence, all cellphones 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. Keys to Healing Donation Request (City Manager)

*NEW BUSINESS*

- b. Discussion on creating an ordinance to allow the use of golf carts on public streets using the state guidelines and charging a fee of \$25 per year. (Councilmember Aycock)

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

Invocation (Pastor Ronald Miller, St. James AME Zion Church)

Pledge to the Flag

**IV. ROLL CALL**

**V. APPROVAL OF MINUTES** *(\*Motion/Second)*

- A. Minutes of the Work Session and Regular Meeting of February 18, 2019

**VI. PRESENTATIONS**

- B. Run for the Wall Presentation
- C. Resolution Expressing Appreciation for Services Rendered by Kathy Gwaltney as an Employee of the City of Goldsboro For More Than 16 Years
- D. National Day of Prayer Proclamation
- E. Relay for Life Month Proclamation

**VII. PUBLIC HEARINGS** *(\*Motion/Second)*

- F. CU-02-19 JBA Properties, LLC- West side of Arrington Bridge Road between Westbrook Road and Pecan Road (Planning)
- G. Z-06-19 Russell G. Spence Jr. – South side of Carriage Road between Surry Drive and E. Ash Street/US 70 Hwy (Planning)
- H. Z-07-19 Lonnie W. Glaspie, Jr. – West side of US 117 Bypass between Canal Street and Sunny South Street (Planning)
- I. Z-08-19 Lane Tree Villas – Southwest corner of Salem Church Road and US 70 Bypass (Planning)

**PLANNING COMMISSION EXCUSED**

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

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

- J. Approval of Resolution to Request Funding through the State and Federal Loans/Grants (Engineering)
- K. McKim & Creed, Inc. Engineering Services Agreement for City of Goldsboro Wastewater Collection System Modeling (Engineering)
- L. Quality Control Inspection Services for Repainting Center/Holly Street Water Storage Tank (Engineering)
- M. Informal Bid Request #2019 -003 Abatement and Demolition of Condemned Residential Properties (Inspections)
- N. Use of Existing Enhancement Funds Grant for Union Station Adaptive Reuse Study (Downtown Goldsboro)
- O. Departmental Monthly Reports

**X. ITEMS REQUIRING INDIVIDUAL ACTION** (*\*Motion/Second*)

**XI. CITY MANAGER'S REPORT**

**XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS**

- P. Proclamation Honoring the Life of Dorothy Cotton

**XIII. CLOSED SESSION**

**XIV. ADJOURN**

## Guidance for Golf Carts

### Golf Cart Guidance:

- A model ordinance was established to create uniformity within Municipalities and Counties throughout the State for the use of golf carts on public streets. A city is not required to implement this model ordinance verbatim.
- The municipality or county is only required to follow the statutes "**§ 153A-245**", "**§ 160A-300.6**". The statute allows a municipality/county to regulate golf carts on any street with a speed limit 35 mph or less and the operator must be 16 or older.
- The municipality has the legal authority to establish speed limits on municipal streets. General Statute **§ 20-141** establishes a 35 mph speed limit within the corporate limits. It requires that on state maintained roadways within a municipality that both the Municipality and the State have concurring ordinance to establish a speed limit higher or lower than 35mph.
- If a municipality repeals a concurring ordinance, then by statute **§ 20-141** it reverts to 35mph. As indicated in **§ 20-141**, if the Department determines on the basis of an engineering and traffic investigation that a higher maximum speed is reasonable and safe under the conditions found to exist upon any part of a highway designated as part of the Interstate Highway System or any part of a controlled-access highway (either inside or outside the corporate limits of a municipality) the Department of Transportation shall determine and declare a reasonable and safe speed limit. Previous rulings have indicated that control of access includes partial and or full.
- Effective December 1, 2009, the speed limit on all state roads that are annexed within the corporate limits will remain at the posted speed limit of the roadway prior to when the road was annexed until both the Municipality and State have concurring ordinances.
- The General Statutes do not require that a municipality complete an engineering and traffic study to modify the speed limits, the Town may use whatever reason they deem appropriate. However, on state maintained roads the statutes require an engineering and traffic study as the basis of the Departments decision to raise or lower the speed limit from the statutory speed limit. The Department has taken the position that the desire to operate golf carts on a roadway is not engineering justification to lowering the speed limit on a state maintained roadway.
- If a municipality/county allows the use of golf carts on public streets, as indicated in the General Statutes, the Department of Transportation will not install signing indicating the presence of golf carts.

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2009**

**SESSION LAW 2009-459**

**HOUSE BILL 121**

**AN ACT TO ALLOW ALL UNITS OF LOCAL GOVERNMENT TO REGULATE GOLF CARS.**

The General Assembly of North Carolina enacts:

**SECTION 1.** Chapter 153A of the General Statutes is amended by adding a new section to read:

**"§ 153A-245. Regulation of golf carts on streets, roads, and highways.**

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a county may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within the county that is located in any unincorporated areas of the county or on any property owned or leased by the county.

(b) By ordinance, a county may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway."

**SECTION 2.** G.S. 160A-300.5 is repealed.

**SECTION 3.** Chapter 160A of the General Statutes is amended by adding a new section to read:

**"§ 160A-300.6. Regulation of golf carts on streets, roads, and highways.**

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a city may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within its municipal limits or on any property owned or leased by the city.

(b) By ordinance, a city may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway."

**SECTION 4.** Section 6 of S.L. 2001-356 is repealed.

**SECTION 5.** Section 1 of S.L. 2003-124, as amended by S.L. 2004-58, S.L. 2007-204, and S.L. 2007-259, reads as rewritten:

**"SECTION 1.** Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, the Towns of Beech Mountain, North Topsail Beach, and Seven Devils, and the City of Conover may, by ordinance, regulate the operation of golf carts and utility vehicles on any public street or road within the City or Town. By ordinance, the City or Town may require the registration of golf carts and utility vehicles, specify the persons authorized to operate golf carts and utility vehicles, and specify required equipment, load limits, and the hours and methods of operation of the golf carts and utility vehicles."

**SECTION 6.** Section 1 of S.L. 2005-11, as amended by S.L. 2007-18, is repealed.

**SECTION 7.** Section 3 of S.L. 2005-11, as amended by S.L. 2006-149, S.L.



2006-152, and S.L. 2007-18, reads as rewritten:

**"SECTION 3.** Section 1 of this act applies only to the Towns of Benson, Bladenboro, Chadbourn, Clarkton, Elizabethtown, Four Oaks, Rose Hill and Tabor City. Section 2 of this act applies only to Moore County."

**SECTION 8.** Section 9.4 of the Charter for the Town of Cary, as enacted by Section 1 of S.L. 2005-117, is repealed.

**SECTION 9.** S.L. 2006-27, S.L. 2006-149, S.L. 2006-152, S.L. 2007-18, S.L. 2007-72, S.L. 2007-336, and S.L. 2008-71 are repealed.

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**SECTION 10.** Section 5.2 of the Charter for the Town of Whispering Pines, as enacted by Section 1 of S.L. 2008-105, is repealed.

**SECTION 11.** This act becomes effective October 1, 2009. A county may adopt an ordinance under G.S. 153A-245, and a city may adopt an ordinance under G.S. 160A-300.6 when this act becomes law, but the ordinances may not become effective prior to October 1, 2009. The repeal herein of any act does not affect the rights or liabilities of a local government that arose during the time the act was in effect, or under an ordinance adopted under such an act. If any county or city had adopted an ordinance under any act repealed by this act, and the ordinance would be permitted under G.S. 153A-245 or G.S. 160A-300.6 as enacted by this act, that ordinance shall remain in effect until amended or repealed by that county or city.

In the General Assembly read three times and ratified this the 30<sup>th</sup> day of July, 2009.

s/ Marc Basnight

President Pro Tempore of the Senate

s/ Joe Hackney

Speaker of the House of Representatives

s/ Beverly E. Perdue

Governor

Approved 12:26 p.m. this 7<sup>th</sup> day of August, 2009

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD  
FEBRUARY 18, 2019

**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 February 18, 2019 with attendance as follows:

Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bill Broadaway  
Councilmember Antonio Williams  
Councilmember Mark Stevens  
Councilmember Bevan Foster  
Councilmember David Ham  
Ron Lawrence, Attorney  
Randy Guthrie, Interim City Manager  
Melissa Capps, City Clerk  
LaToya Henry, Public Information Officer  
Octavius Murphy, Assistant to the City Manager  
Jennifer Collins, Planning Director  
Felicia Brown, Interim P&R Director  
Mike Wagner, Deputy Public Works Director – Utilities  
Rick Fletcher, Public Works Director  
Joe Dixon, Fire Chief  
Julie Metz, DGDC Director  
Bernadette Dove, HR Director  
Shycole Simpson-Carter, Community Relations Director  
Catherine Gwynn, Finance Director  
Chestine Faison, Executive Assistant Finance Department  
Ashlin Glatthar, Travel & Tourism Director  
Marty Anderson, City Engineer  
Ken Conners, News Director-Curtis Media Group East  
Joey Pitchford, News Argus Reporter  
Keyon Carter, Citizen  
Lonnie Casey, Citizen  
Bobby Mathis, Citizen  
Della Mathis, Citizen  
Jay Bauer, Citizen  
Carl Martin, Citizen  
Sylvia Barnes, Citizen  
Taj Pollack, Citizen (arrived at 5:15 p.m.)  
Shirley Edwards, Citizen (arrived at 5:15 p.m.)  
Yvonnia Moore, Citizen (arrived at 5:17 p.m.)

Absent: Councilmember Gene Aycock

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

**Adoption of the Agenda.** Councilmember Foster stated he would like to add to the agenda Programs for Grants. Councilmember Stevens stated he would like to add discussion of utilities. Upon motion of Councilmember Ham, seconded by Councilmember Foster and unanimously carried, Council adopted the agenda with the suggested additions.

**Boards and Commissions Appointments.** Council reviewed and discussed vacancies on the Goldsboro Planning Commission, Historic District Commission and the Recreation and Parks Commission.

Council agreed on the following appointments:

- Mia Barnett – Planning Commission
- Ravonda Jacobs is eligible for reappointment to the Historic District Commission
- Linda Liegal – Replace Joshua Johnson on Historic District Commission
- Beverly Weeks – Alternate on Historic District Commission
- Alana Moore – Alternate on Historic District Commission
- Linda Farmer is eligible for reappointment to the Recreation and Parks Commission.
- Kimberly Tovar – Recreation and Parks Commission
- Maurice Mitchell – Recreation and Parks Commission
- Khali Cobb – Recreation and Parks Commission

Councilmember Williams stated that Ms. Francine Smith was appointed and no one had contacted her as of yet. Mayor Allen stated we will check on Ms. Francine Smith.

Council discussed meeting time of the Recreation and Parks Commission and suggested the commission discuss what would be a better time for all members. Council also agreed to hold one vacancy on the Recreation and Parks Commission to allow additional time for applications to be received from District 1. Staff will bring a resolution appointing the recommended citizens to the various boards and commissions.

**FY 2018-19 Six Month Financial Update.** Ms. Kaye Scott presented the following information:

**General Fund – Collections (Comparison to 1st Six Months 2017-18)**

	<b><i>FY 2018-19</i></b>	<b><i>FY 2017-18</i></b>	<b><i>Difference</i></b>
1 Taxes	\$ 7,812,657	\$ 6,689,018	\$ 1,123,639
2 Permits	185,387	186,827	(1,440)
3 Utility Franchise	1,395,424	1,384,957	10,467
4 Refuse	1,479,121	1,559,296	(80,175)
5 Golf Course	213,317	266,175	(52,858)
6 Paramount	58,476	74,248	(15,772)
7 Investment Earnings	37,308	16,799	20,509
8 Recreation Fees	50,266	55,813	(5,547)
** Sales Tax	4,403,324	4,431,377	(28,053)

\*\*Sales Tax: (Collections received July – September but accrued (90 days) to previous FY for 12 full months of sale tax revenues)

**General Fund Collections July – December 2018**

	<b><i>Budget</i></b>	<b><i>Collections</i></b>	<b><i>Collections</i></b>
1 Taxes	16,432,843	7,812,657	47.54%
2 Licenses & Permits	382,650	196,213	51.28%
3 Revenues Other Agencies			
4 **Local Option Tax	9,200,876	4,403,324	47.86%
5 Utility Franchises Tax	2,737,866	1,395,424	50.97%
6 ABC Revenues	85,000	62,580	73.62%
7 Beer & Wine Taxes	158,000	-	0.00%
8 Powell Bill	944,444	459,463	48.65%
9 Service Fees from UF	2,869,532	1,434,766	50.00%
10 Grants/Other Revenues	3,395,158	717,616	21.14%
11 Total	19,390,876	8,473,173	43.70%

General Fund Collections July – December 2018

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
11	Charges for Services			
12	Refuse Services	3,260,000	1,479,121	45.37%
13	Cable TV	250,000	114,412	45.76%
14	Paramount Theater	170,000	58,476	34.40%
15	Recreation Fees	116,000	50,266	43.33%
16	Golf Course Fees	571,800	213,317	37.31%
17	Event Center	95,000	36,509	38.43%
18	Other Misc. Revenues	6,507,918	264,727	4.07%
19	Total	10,970,718	2,216,828	20.21%
20	Capital Returns & Misc. Revenues			
21	Investment Earnings	38,500	37,308	96.90%
22	Loan Proceeds	425,384	136,003	31.97%
23	Other Misc. Revenues	1,301,500	276,400	21.24%
24	Total	1,765,384	449,711	25.47%

General Fund Revenue Totals      \$48,942,471      \$19,148,582      39.12%

Stormwater Fund Collections 2nd Qtr. - July – December 2018

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
1	Stormwater Fee	1,512,900	673,264	44.50%

Stormwater Fund Totals              \$ 1,512,900    \$ 673,264      44.50%

Utility Fund – Collections (Comparison to 1<sup>st</sup> Six Months 2017-18)

	<i>FY 2018-19</i>	<i>FY 2017-18</i>	<i>Difference</i>
1	Current Water	\$ 3,063,607	\$ 2,882,370
2	Current Sewer	3,463,574	3,672,550
3	Late Payment Fees	155,497	175,152
4	Tap Fees	16,625	13,525
5	Compost Fees	25,200	22,058
7	Investment Earnings	39,622	15,616

Utility Fund Collections July – December 2018

		<i>Adjusted Budget</i>	<i>Actual Collections</i>	<i>YTD% Collections</i>
1	Charges for Services			
2	Current Water Charges	6,779,000	3,063,607	45.19%
3	UF - SJAFB	1,525,000	766,813	50.28%
4	Current Sewer Charges	7,800,000	3,463,574	44.40%
5	Late Payment/Svc. Fees	365,000	155,497	42.60%
6	Applied Deposits	197,000	79,852	40.53%
7	Reconnections Fees	13,500	5,518	40.87%
8	Water/Sewer Taps	30,500	16,625	54.51%
9	Compost Revenues	60,000	25,200	42.00%
10	BFP Fees/Insufficient Ck Penalty	8,500	3,494	41.11%
11	Total	16,778,500	7,580,180	45.18%
12	Capital Returns & Misc. Revenues			
13	Investment Earnings	31,000	39,622	127.81%
14	AMI Loan	2,662,321	2,267,521	85.17%
15	Other Misc. Revenues	2,753,912	490,906	17.83%
16	Total	5,447,233	2,798,049	51.37%

Utility Fund Revenue Totals      \$22,225,733    \$10,378,229      46.69%

DGDC & Occupancy Tax Collections (Comparison to 1st Six Months 2017-18)

		<i><b>FY 2018-19</b></i>	<i><b>FY 2017-18</b></i>	<i><b>Difference</b></i>
	<b><u>DGDC</u></b>			
1	Taxes	30,206	19,029	11,177
2	Investment Earnings	488	199	289
	<b><u>Occupancy Tax</u></b>			
3	Tax Collections	539,716	520,162	19,554
4	Investment Earnings/ Misc. Revenues	69,338	5,751	63,587

DGDC & Occupancy Tax Collections July – December 2018

		<i><b>Adjusted Budget</b></i>	<i><b>Actual Collections</b></i>	<i><b>YTD% Collections</b></i>
	<b><u>DGDC</u></b>			
1	Taxes	72,155	30,206	41.86%
2	Investments/Misc.	315	873	277.14%
<b>3</b>	<b>Total</b>	<b>72,470</b>	<b>31,079</b>	<b>42.89%</b>
	<b><u>Occupancy Tax</u></b>			
4	Occupancy Tax - Civic Ctr.	690,000	347,368	50.34%
5	Occupancy Tax - T & T	170,000	97,443	57.32%
6	County of Wayne Occp Tx	170,000	94,905	55.83%
7	Invest. Earnings/Misc.	29,641	69,338	233.93%
<b>8</b>	<b>Total</b>	<b>1,059,641</b>	<b>609,054</b>	<b>57.48%</b>

Actual Collections (Comparison to 1st Six Months 2017-18)

		<i><b>FY 2018-19</b></i>	<i><b>FY 2017-18</b></i>	<i><b>Difference</b></i>
1	General Fund	19,148,582	20,830,239	(1,681,657)
2	Utility Fund	10,378,229	9,351,510	1,026,719
3	Downtown Development	31,079	19,228	11,851
4	Occupancy Tax	609,054	525,913	83,141
				-
5	Stormwater Fund	673,264	245,708	427,556

Actual Expenditures – Comparison with Adjusted Budget

		<i><b>FY 2018-19</b></i>	<i><b>FY 2017-18</b></i>
<b>1</b>	<b>General Fund</b>	<b>\$ 21,507,957</b>	<b>\$ 23,794,301</b>
		<b>41.85%</b>	<b>50.12%</b>
<b>2</b>	<b>Utility Fund</b>	<b>\$ 9,986,924</b>	<b>\$ 8,729,327</b>
		<b>40.99%</b>	<b>35.79%</b>
<b>3</b>	<b>Downtown Development</b>	<b>\$ 31,225</b>	<b>\$ 12,816</b>
		<b>28.96%</b>	<b>15.51%</b>
<b>4</b>	<b>Occupancy Tax</b>	<b>\$ 515,044</b>	<b>\$ 1,009,255</b>
		<b>43.35%</b>	<b>56.30%</b>
<b>5</b>	<b>Stormwater Fund</b>	<b>\$ 382,533</b>	<b>\$ 187,184</b>
		<b>25.10%</b>	<b>14.85%</b>

General Fund Salaries/Fringes – Attrition and Health Insurance Savings  
July 2018 - January 2019

	Budget	Actual	Savings
1 Salary/Fringes	\$ 492,300	\$ 529,572	\$ 37,272
2 Health Insurance	\$ 58,400	\$ 108,264	\$ 49,864

Note: Departmental Vacancies (General/Other) 35/2  
 Opt Out City’s Insurance Coverage (General/Other) 16/4

Fund Balance Adopted Budget Appropriations FY 2018-19

- 1. General Fund None
- 2. Utility Fund None
- 3. DGDC None
- 4. Occupancy Tax Fund \$20,683

Fund Balance Council Appropriations FY 2018-19

- 1. General Fund \$1,281,941
  - a. Property – ROW – NCDOT \$ 125,000
  - b. City Hall Repairs \$ 22,591
  - c. City Manager Search \$ 16,900
  - d. Worker’s Comp Claim \$ 200,000
  - e. HV Brown Shelter \$ 134,000
  - f. GoWayneGo Grant Match \$ 40,000
  - g. HPC Design \$ 735,950
  - h. Tree Service \$ 7,500
- 2. Utility Fund \$ 178,114
  - a. SRF Loan – Phase IV Rehab. \$ 178,114
- 3. DGDC \$ 20,000
  - a. Parking Lot Improvements
- 4. Occupancy Tax Fund None

Bond Ratings Update

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

Standard and Poor’s Rating Services:AA (Upgraded in July 2018)  
 Moody’s Investors Services Aa2

Council discussed concerns regarding the billing software upgrade and lockbox conversion.

Ms. Scott reminded Council if we do not get some reimbursements from FEMA, it could affect our fund balance and cross fiscal years. Ms. Catherine Gwynn provided an update on FEMA.

Councilmember Williams asked a question regarding other revenues. Ms. Scott shared those are grants we have received such as PARTF and RTP. Councilmember Williams asked if this included any HUD grants or CDBG. Ms. Scott stated no, this is the general fund. Job vacancies and savings were also discussed.

**AMI Update.** Ms. Kaye Scott provided an update on the AMI project. We started this back in June 2017. They started with commercial meters in September 2017. In February 2018, they started installing residential meters. At this time, the number of active addresses we have installed is 13,908 with 113 pending. We anticipate them being completed by March.

**Programs for Grants.** Councilmember Foster stated recently Dillard received funding for the Mayor's Reading Initiative and asked if grant funding was available for other councilmembers for things such as Goldsboro High School, the chorus needs uniforms and the band needs instruments.

Councilmember Williams stated I agree with Councilmember Foster. Other cities provide funding for each councilmember's ward.

Mayor Allen stated those funds were provided by CDBG and suggested Council discuss at budget time. If there are items such as requests for the chorus or band email Melissa, Randy and Shycole to see if those items qualify for CDBG funding.

**Discussion of Utilities.** Councilmember Stevens shared concerns regarding issues with plumbing. What can be done for our citizens who pay water and sewage rates. We have issues with sewer and plumbing, if a citizen has major plumbing issues, there are municipalities in the US who come in and handle those issues. Councilmember Stevens stated I think we look at the city getting involved in major issues where the private sector cannot handle.

Mayor Allen stated I think the policy has always been from the meter back, it is the responsibility of the homeowner for a couple of reasons, one being liability and two we are not in the plumbing business per say.

Council continued discussions. Mayor Allen stated we have to treat everyone equal, we would have to appropriate funding and I just do not think we are ready for that, from a contractor standpoint, I do not see that being something the city would want to get into to.

**Consent Agenda Review.** Each item on the Consent Agenda was reviewed. Additional discussion included the following:

Councilmember Williams left the room at 6:01 p.m.

**Item G. Informal Bid No. 2018-002: Essential Single Family Rehabilitation Loan Pool – Disaster Recovery Program.** Ms. Shycole Simpson-Carter presented information on the program. Councilmember Foster asked if funding was available for the second group of homes. Ms. Simpson-Carter stated we are anticipating in having these homes completed in 60-90 days and we will submit a reimbursement and be able to do the next group of homes.

Councilmember Williams returned at 6:11 p.m.

**Item K. Departmental Monthly Reports.** Councilmember Foster shared concerns regarding losses at the Paramount. Rental rates, maintenance items, debt service, marketing and advertising was discussed. The Paramount Foundation Outreach Committee and getting youth involved was also discussed.

There being no further business, the meeting recessed at 6:29 p.m. 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 February 18, 2019 with attendance as follows:

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

Absent: Councilmember Gene Aycock

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

Pastor Stanley Kelly with Fellowship Baptist Church provided the invocation.  
The Pledge to the Flag followed.

**Approval of Minutes.** Mayor Pro Tem Broadaway made a motion to approve the Minutes of the Work Session and Regular Meeting of January 7, 2019 and the Minutes of the Work Session and Regular Meeting of January 22, 2019 as submitted. Councilmember Stevens seconded the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Williams and Ham voted in favor of the motion. Councilmember Foster voted against the motion. Mayor Allen stated the motion carried 5:1.

**Z-1-19 Villas at Adair Place – South side of Keenway Drive and North of Adair Drive (Shopping Center to R-6 CD Residential - Conditional District). Public Hearing Held.** The applicant requests a change of zone from SC Shopping Center to R-6 Residential Conditional District limiting the use to a 72-unit apartment community.

This property is located behind Goshen Medical and adjacent to Lot 3 which was rezoned to R-6 Residential in April 2016 to allow 72 apartment units known as Adair Place Apartments.

Frontage: 385 ft. (Keenway Drive)  
Depth: 765 ft. (approximately)  
Area: 6.85 Acres

Surrounding Zoning: North: Shopping Center  
South: Shopping Center  
East: Shopping Center  
West: R-6 Residential

The subject property is known as Lot 4 within the Adair, LLC Subdivision that was approved by City Council on May 3, 2010 and satellite annexed to the City effective November 30, 2009.

The property is currently vacant.

The applicant proposes to construct a 72-unit apartment community.

The City's Land Use Plan recommends that the property be developed for Mixed Use I. Mixed Use I land use category allows for a mixture of zoning districts such as O-R, O&I-1, O&I-2, and NB. This request would not be compatible with the City's Comprehensive Land Use Plan.

The submitted preliminary site plan indicates three newly-constructed three-story apartment buildings containing a total of 72 units. In addition, a community building is also being proposed on site.

Parking for the site requires two spaces per unit plus .5 per bedroom over two. Thirty-six of the 72 total units will be 3-bedroom units and the other 36 units will be 2-bedroom units. A total of 162 parking spaces are required and 156 spaces have been shown on the preliminary site plan. Staff will work with the applicant to ensure an additional 6 spaces are provided to meet parking requirements.



Access to the site will be directly from Keenway Drive, which is being constructed as part of Adair Place Apartments just west of the project site. Interconnectivity is proposed along the western property line and the applicant is requesting a modification of the interconnectivity requirement along the eastern property line.

City sidewalks are required along frontage of the proposed development. Frontage along Keenway Drive is approximately 385 linear feet. The applicant will need to install sidewalks or pay the sidewalk fee in the amount of \$6,930 in lieu of installation of the sidewalks.

The subject property would be served water through Fork Township Sanitary District. Sanitary sewer service will be provided by Fork Township but treated by the City of Goldsboro. City Engineering will require approval of stormwater calculations and drainage plans prior to issuance of any building permits.

Street trees have been provided along Keenway Drive. A Type A 10' landscape buffer is required along the east, west and southern property lines and vehicular surface area landscape requirements must be met. Staff is working with the applicant to ensure landscape requirements are met per the requirements of the City's Unified Development Ordinance.

Dumpsters have been shown on the site plan and staff will work with the applicant to ensure the dumpsters are appropriately screened from off-site views.

Building elevations have not been submitted at this time however, applicant has indicated building elevations will be similar to building design approved for Adair Place Apartments. Staff will ensure all multi-family development design standards are met per the requirements of the City's Unified Development Ordinance prior to issuance of any building permits.

Councilmember Williams asked what kind of units they would be, low-income, or mixed-use. Ms. Collins stated I have not been told.

Mayor Allen opened the public hearing and the following person spoke:

Henry Smith spoke in favor of the request on behalf of the developer. It will be a broad range of income.

Councilmember Williams asked how much investment are you proposing.

Mr. Smith stated about \$7.5 million.

Councilmember Stevens stated you are building other projects throughout the city and county, correct.

Mr. Smith stated Caliber Builders have three projects underway, they will be an asset to the community.

No one else spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council's meeting on March 4, 2019.

**Z-2-19 Adair Gardens – South side of Keenway Drive and North of Adair Drive (Shopping Center to R-6 CD Residential - Conditional District). Public Hearing Held.** The applicant requests a change of zone from SC Shopping Center to R-6 Residential Conditional District limiting the use for 48 one-story residential cottage community.

This property is located behind Goshen Medical and adjacent to Lot 4 which is currently requesting to be rezoned to R-6 Residential Conditional District for a 72-unit apartment community.

Frontage: 220 ft. (Keenway Drive)  
Depth: 750 ft. (approximately)  
Area: 6.0 Acres

Surrounding Zoning: North: Shopping Center  
South: Wayne County jurisdiction  
East: Shopping Center  
West: R-6 Residential Conditional District request (currently SC)

The subject property is known as a portion of Lot 9 within the Adair, LLC Subdivision that was approved by City Council on May 3, 2010 and satellite annexed to the City effective November 30, 2009.

The property is currently vacant.

The applicant proposes to construct 48 one-story residential cottages and a community building.

The City's Land Use Plan recommends that the property be developed for Mixed Use I. Mixed Use I land use category allows for a mixture of zoning districts such as O-R, O&I-1, O&I-2, and NB. This request would not be compatible with the City's Comprehensive Land Use Plan.

The submitted preliminary site plan indicates nine newly-constructed residential buildings containing a total of 48 one-story residential cottages. In addition, a community building is also being proposed on site.

Parking for the site requires two spaces per unit. A total of 96 parking spaces are required and 54 spaces have been shown on the preliminary site plan. Applicant is requesting a modification of 42 parking spaces as the proposed project is limited to individuals 55 years and older. Should the use change the applicant will be required to provide additional parking or seek a modification from City Council if necessary.

Access to the site will be directly from Keenway Drive, which is being constructed as part of Adair Place Apartments (Lot 3) just west of the project site. Interconnectivity is not being proposed. The applicant is requesting a modification of the interconnectivity requirement along the eastern and western property line.

City sidewalks are required along frontage of the proposed development. Frontage along Keenway Drive is approximately 220 linear feet. The applicant will need to install sidewalks or pay the sidewalk fee in the amount of \$3,960 in lieu of installation of the sidewalks.

The subject property would be served water through Fork Township Sanitary District. Sanitary sewer service will be provided by Fork Township but treated by the City of Goldsboro. City Engineering will require approval of stormwater calculations and drainage plans prior to issuance of any building permits.

Street trees have been provided along Keenway Drive. A Type A 10' landscape buffer is required along the western property line and a Type C 20' landscape buffer along the eastern property line. Property along the southern property line is adjacent to Wayne County jurisdiction and is zoned Heavy Industrial. A Type D 50' landscape buffer is required and the applicant is requesting a modification from 50' to 20' due to adjacent property being used for agricultural related purposes. In addition, vehicular surface area landscape requirements must be met. Staff is working with the applicant to ensure landscape requirements are met per the requirements of the City's Unified Development Ordinance.

Dumpsters have been shown on the site plan and staff will work with the applicant to ensure the dumpsters are appropriately screened from off-site views.

Building elevations have been submitted and indicate the proposed buildings will be constructed of brick veneer and vinyl siding. Roofing materials will be asphalt shingles. Staff will ensure all multi-family development design standards are met per the requirements of the City’s Unified Development Ordinance prior to issuance of any building permits.

Mayor Allen opened the public hearing and the following person spoke:

Henry Smith spoke in favor of the request.

Councilmember Broadway stated he would like to see sidewalks. Mr. Smith said they would take that under consideration. Mayor Allen stated they have internal sidewalks.

No one else spoke and the public hearing was closed. No action necessary. The Planning Commission will have a recommendation for the Council’s meeting on March 4, 2019.

**CU-1-19 EPark LLC – South side of W. Walnut Street between James Street and Center Street. Public Hearing Held.** The applicant requests a Conditional Use Permit to allow the operation of a place of entertainment with ABC permits (Cocktail Bar).

Frontage: 22 ft.  
Depth: 50 ft.  
Area: 1,100 sq. ft., or 0.02 acres  
Zoning: Central Business District (CBD)

The applicant has proposed to upfit an existing 1,100 sq. ft. single-story and brick-veneer structure for the operation of a bar specializing in “hand-crafted” cocktail drinks.

Since the site is located within the Historic District, any exterior improvements to the building will be required to receive a Certificate of Appropriateness from the Historic District Commission.

The applicant’s floor plan indicates a bar area to include chairs and tables to accommodate no more than 30 occupants and two handicap accessible bathrooms.

The Unified Development Ordinance specifies that required parking standards would not apply in the Central Business District within an area bounded by the south side of Ash Street, the east side George Street, the north side of Chestnut Street and the west side of William Street. Since the subject site is located within this area, no off-street parking is required.

Hours of Operation: Thursday-Saturday 4:00 p. m. – Midnight

No. of Employees: 1

Refuse Collection: Dumpster proposed at rear of establishment

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

No action necessary. Planning Commission will have a recommendation for the Council’s meeting on March 4, 2019.

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

- 1. Carl Martin thanked the interim city manager for the verbal report he gave him this evening regarding a request he made in January regarding a forensic audit for the golf course and Parks & Recreation. Mr. Martin also

asked for an update on his complaint regarding a violation of the code of ethics.

Councilmember Williams stated I am sorry sir that you have asked for something and you have not gotten it. Maybe our interim city manager can explain a little bit. I did not know what you asked for.

Mr. Martin stated I believe a copy of the complaint was given to everyone.

Mr. Guthrie stated I believe we received the complaint and emailed it to Council and the attorney to see if there was any further discussion on it. I do not recall any further discussion or responses on it. Council discussed and Mr. Guthrie shared he believed it is policy that the City Council would have to direct the city attorney to investigate.

Mayor Allen shared information regarding the Code of Ordinances and the conflict of interest statement.

Councilmember Williams stated in fairness to transparency, I believe we should have an investigation.

Upon motion of Councilmember Williams, seconded by Councilmember Foster and unanimously carried, Council asked the city attorney to investigate Mr. Martin's complaint regarding the code of ethics.

2. Johnathan Barnes stated I am here representing Barnew Luxury Transportation. He discussed business opportunities in Wayne County. He also shared information regarding a transportation issue that occurred while the Shriners were in town at the Maxwell Center.

Mayor Allen suggested Mr. Barnes contact the Wayne County Board of Commissioners and Travel & Tourism.

Councilmember Stevens stated I understand your blight.

Councilmember Williams stated I am sorry that happened to you. I think it was a communication breakdown on someone's part. I am in full support of your business.

Councilmember Stevens stated I believe we all are in support.

No one else spoke and the Public Comment Period was closed.

**Consent Agenda - Approved as Recommended.** Interim City Manager, Randy Guthrie, 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. Mayor Pro Tem Broadaway moved the items on the Consent Agenda, Items E, F, G, H, I, J and K be approved as recommended by the Interim City Manager and staff. The motion was seconded by Councilmember Stevens and a roll call vote resulted in all members voting in favor of the motion. Mayor Allen declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

**Governor's Crime Commission Award and Budget Amendment. Resolution Adopted. Ordinance Adopted.** The North Carolina Governor's Crime Commission serves as the chief advisory body to the Governor and Secretary of the Department of Public Safety on crime and justice issues. Each year, grants are awarded to government, education, and social service agencies to start new and innovative programs to continue efforts to reduce crime. The City of Goldsboro submitted an application to the NC

Department of Crime Control and Public Safety – Division of Governor’s Crime Commission for funding to assist with the Goldsboro Police Department Gang Program.

The City was awarded the Governor’s Crime Commission grant in the amount of \$21,365.54. There are no matching funds associated with this award. The grant funds will be used to purchase a mobile camera, computer, printer, and other equipment for the Gang Program.

Staff recommended Council:

1. Adopt the following entitled resolution authorizing the City Manager and Project Manager to accept the Governor’s Crime Commission grant.
- 2.
3. Adopt the following entitled ordinance to reflect an increase in General Fund revenues and an increase in the operating expenditures of the Police Department’s budget by a total of \$21,365.54. Consent Agenda Approval. Broadaway/Stevens (6 Ayes – Aycock Absent)

RESOLUTION NO. 2019-7 “A RESOLUTION TO ACCEPT THE NORTH CAROLINA GOVERNOR’S CRIME COMMISSION GRANT FOR THE GOLDSBORO POLICE DEPARTMENT”

ORDINANCE NO. 2019-8 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR”

**Resolution for Designation of Applicant’s Agent – Hurricane Florence.**  
**Resolution Adopted.** On September 14, 2018, the City of Goldsboro had damage throughout the City due to Hurricane Florence.

Wayne County was included in a Major Disaster Declaration related to Hurricane Florence.

On October 15, 2018, the Board authorized the City Manager and Finance Director as the designated primary agents for the City of Goldsboro. On December 31, 2018, Finance Director, Kaye Scott, retired and Catherine Gwynn was appointed Finance Director on January 30, 2019. The attached resolution authorizes the City Manager and Finance Director as the designated agents for the City of Goldsboro for the purpose of obtaining assistance for expenses and damages associated with Hurricane Florence.

Staff recommended the following entitled resolution be adopted authorizing the City Manager and Finance Director as the designated agents for the City of Goldsboro. Consent Agenda Approval. Broadaway/Stevens (6 Ayes – Aycock Absent)

RESOLUTION NO. 2019-8 “RESOLUTION DESIGNATION OF APPLICANT’S AGENT”

**Informal Bid No. 2018-002: Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) Program. Approved.** Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids were solicited for disaster recovery repair work on properties located at 1102 Porter Street, Goldsboro, NC; 312 Brentwood Drive, Goldsboro, NC; 110 Andrews Circle, Goldsboro, NC; 107 Waynewoods Place, Goldsboro, NC; 214 Herbert Street, Goldsboro, NC; 160 Booker Road, Goldsboro, NC; and 2729 NC Highway 222 E., Fremont, NC.

On Monday, November 19, 2018, three (3) sealed bids were received for disaster recovery repair work on behalf of seven (7) homeowners through the Essential Single-Family Rehabilitation Loan Pool -Disaster Recovery (ESFRLP-DR) Program. The bids received for these properties are tabulated as follows:

ESFRLP-DR PROJECT ADDRESSES	COST EST.	TEN 10% BID WINDOW		SBC CONTRACTING AMOUNT (\$)	AWE-HOME REPAIR AMOUNT (\$)	DUDLEY CONSTRUCTION AMOUNT (\$)
1. 110 Andrews Cir., Mt. Olive <i>No show for pre-construction conf.</i>	\$43,050	\$47,355	\$38,745	\$67,000	\$49,865	\$54,975
2. 214 Herbert St., Goldsboro	9,450	10,395	8,505	19,900	14,135	12,800
3. 107 Waynewood Pl., Goldsboro	12,150	13,365	10,935	15,300	15,100	16,800
4. 1102 Porter St., Goldsboro	33,050	36,355	29,745	53,200	47,725	40,500
5. 312 Brentwood Dr., Dudley	12,602	13,862	11,342	21,850	21,700	23,500
6. 2729 NC Hwy 222E, Fremont	16,400	18,040	14,760	24,750	18,650	19,925
7. 160 Booker St., Pikeville	37,400	41,140	33,660	49,900	45,960	37,575
	<u>\$164,100</u>	<u>\$180,512</u>	<u>\$147,692</u>	<u>\$251,900</u>	<u>\$213,135</u>	<u>\$206,075</u>
Total Awarded Properties and Sum of Bid Amount				0 → \$0	4 → \$105,315	3 → \$90,875
<i>Amount over ESFRLP-DR program cap of \$40,000 per home (will require adjusting the Scope of Work to fall within the program cap of \$40,000)</i>				\$0	<\$9,865>	<\$500>
Funded through ESFRLP-DR (based on program cap of \$40,000 per home)				0 → \$0	4 → \$95,450	3 → \$90,375
For Contract under the initial set-aside ESFRLP-DR funds of \$150,000				0 → \$0	3 → \$55,450	3 → \$90,375

The bids for these properties have been reviewed by the Community Relations Department, checked for accuracy, and found to be in order. The Department has consulted with North Carolina Housing Finance Agency (NCHFA) on the proposed scope of work for each of these properties. The Department also conducted a pre-construction conference with six (6) of the seven (7) homeowners and two low bidders on Monday, January 28, 2019 to ensure fully acknowledgement and final consent of the proposed scope of work.

Based on NCHFA’s policies for the ESFRLP-DR Program the City has initially set-aside \$150,000 of funds that have been allocated within the ESFRLP-Disaster Recovery line item within Community Relations’ CDBG Budget. NCHFA’s policies further states that the City will be reimbursed up to \$150,000 for each reimbursement request submitted to NCHFA for which the City completes at least three (3) homes.

Staff recommended Council accept and award as low bidders for disaster recovery repairs work under the ESFRL-DR program to Awe-Home Repair of Spring Hope, NC in the amount of \$55,450 for properties: 107 Waynewood Place, Goldsboro; 312 Brentwood Drive, Dudley; and 2729 NC Hwy 222E, Fremont; and to Dudley Construction of Tarboro, NC in the amount of \$90,375 for properties: 214 Herbert Street, Goldsboro; 1102 Porter Street, Goldsboro; and 160 Booker Street, Pikeville. Consent Agenda Approval. Broadway/Stevens (6 Ayes – Aycock Absent)

**Authorization of an Agreement with Wayne County United Soccer Club.**  
**Approved.** The City of Goldsboro was approached by the Wayne County United Soccer Club, a North Carolina not-for-profit corporation currently using fields in the Nahunta area. WCUSC would like to make use of City fields for their practices and games, including the Bryan Multi-Sports Complex.

The City of Goldsboro constructed the Bryan Multi-Sports Complex for local play and as a venue for sports tourism. Wayne County United Soccer Club proposes to exchange volunteer hours at sports events in lieu of payment for field usage, allowing Wayne County United Soccer Club to use the fields to support our commitment to sports tourism.



The fee proposal for this project has been reviewed and checked for accuracy by the Planning Department, North Carolina Department of Transportation and City of Goldsboro Finance Director. Sufficient funds are available for this project with 80% of the project being paid for with the use of PL 104 funds.

Contract for Consultant Services	\$150,000
City of Goldsboro (20% of \$15,000)	\$30,000
NCDOT PL 104 funds (80% of \$150,000)	\$120,000

It is recommended that the City Council, by motion, adopt the attached Resolution authorizing the Mayor and City Clerk to execute a contract not to exceed \$150,000 with Kimley-Horn, for the Goldsboro MPO Metropolitan Transportation Plan Update. Consent Agenda Approval. Broadaway/Stevens (6 Ayes – Aycock Absent)

RESOLUTION NO. 2019-9 “RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE GOLSBORO MPO METROPOLITAN TRANSPORTATION PLAN UPDATE”

**Monthly Reports. Accepted as Information.** The various departmental reports for January, 2019 were submitted for the Council’s approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Consent Agenda Approval. Broadaway/Stevens (6 Ayes – Aycock Absent)

**End of Consent Agenda.**

**City Manager’s Report.** No report.

**Mayor and Councilmembers’ Reports and Recommendations.** Mayor Allen read the following Proclamation:

**Proclamation – NAACP 110<sup>th</sup> Anniversary.** Mayor Allen proclaimed February 12, 2019 as the “NAACP’s 110th ANNIVERSARY” in the City of Goldsboro and congratulated the NAACP on its 110 years of invaluable service, not just to African Americans, but for all Americans.

Ms. Sylvia Barnes thanked the Mayor and Councilmembers for being there and thanked them for what they do.

Councilmember Williams reminded everyone we have our application process open for the Summer Youth Employment Initiative.

Councilmember Stevens stated fond farewell to D.B. Cannon’s father and also a fond farewell to Samuel Jernigan they passed away last week. He also reminded everyone about the Summer Youth Employment Initiative and Wayne Community College’s Apprenticeship Program.

Mayor Pro Tem Broadaway stated no comment.

Councilmember Foster stated no comment.

Councilmember Ham stated no comment.

There being no further business, the meeting adjourned at 7:40 p.m.

\_\_\_\_\_  
Chuck Allen  
Mayor

\_\_\_\_\_  
Melissa Capps, MMC /NCCMC  
City Clerk





# City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

## RESOLUTION NO. 2019-23

### **RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY KATHY GWALTNEY AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 16 YEARS**

**WHEREAS**, Kathy Gwaltney retires on May 1, 2019 as a Permit Technician in the Inspections Department of the City of Goldsboro with more than 16 years of service; and

**WHEREAS**, Kathy began her career with the City of Goldsboro on October 16, 2002 as an Office Assistant II (Permit Clerk) with the Inspections Department; and

**WHEREAS**, Kathy's position was reclassified as a Permit Technician on January 1, 2016 where she has served until her retirement; and

**WHEREAS**, Kathy has proven herself to be a dedicated and efficient public servant who has gained the admiration and respect of her fellow workers and the citizens of the City of Goldsboro; and

**WHEREAS**, the Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Kathy their deep appreciation and gratitude for the service rendered by her to the City over the years.

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

1. We express our deep appreciation and gratitude to Kathy for the dedicated service rendered during her tenure with the City of Goldsboro and offer her our very best wishes for success, happiness, prosperity and good health in her future endeavors.
2. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 15<sup>th</sup> day of April, 2019.



Chuck Allen  
Mayor

**RESOLUTION NO. 2019-23****RESOLUTION EXPRESSING APPRECIATION  
FOR SERVICES RENDERED BY KATHY GWALTNEY  
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO  
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2. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 15<sup>th</sup> day of April, 2019.

Approved as to form only:

Reviewed by:

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City Attorney

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Interim City Manager



## City of Goldsboro

J.W. Bramer A  
North Carolina  
27533-9701

*Office of the Mayor*

### **NATIONAL DAY OF PRAYER PROCLAMATION**

**WHEREAS**, civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

**WHEREAS**, the Declaration of Independence, our first statement as Americans of national purpose and identity, made "the Laws of Nature and Nature's God" the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

**WHEREAS**, created in 1952 by a joint resolution of the United States Congress, and signed into law by President Harry S. Truman, the mission and purpose is to encourage prayer for our country and personal repentance; and

**WHEREAS**, in 1988, legislation setting aside the first Thursday in May of each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

**WHEREAS**, the Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the U.S. Congress themselves begin each day with prayer; and

**WHEREAS**, this year, Wayne County United in Prayer is hosting its annual local National Day of Prayer event; and

**WHEREAS**, the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens.

**NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim Thursday, May 2, 2019 as**

### ***A NATIONAL DAY OF PRAYER***

in observance of the National Day of Prayer in the City of Goldsboro, North Carolina, and commend this observance to our citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 15<sup>th</sup> day of April, 2019.



  
\_\_\_\_\_  
Chuck Allen  
Mayor



## City of Goldsboro

H.Q. Drawer A  
North Carolina  
27533-9701

### ***RELAY FOR LIFE MONTH PROCLAMATION***

**WHEREAS**, the Relay for Life is the American Cancer Society's signature activity offering our community a chance to participate in the fight against cancer; and

**WHEREAS**, Cancer is one of the leading causes of death in the State of North Carolina where an estimated 58,690 new cases will be diagnosed in 2019; and

**WHEREAS**, every citizen is at risk of developing Cancer; and

**WHEREAS**, the Relay for Life is a community gathering that helps raise awareness and funds for the American Cancer Society to continue to do research and to assist with patient services, education and advocacy in the mission to eliminate Cancer as a health risk;

**NOW THEREFORE**, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim the month of May as

### ***"Relay for Life Month"***

in the City of Goldsboro, North Carolina, and urge all citizens to show their support for the American Cancer's Society annual RELAY FOR LIFE, to be held May 17, 2019, by wearing their Relay for Life T-shirts to work on Friday, May 3<sup>rd</sup>, participating in Survivor Sunday on May 5<sup>th</sup> and by displaying their purple ribbons in support of "Show Your Purple Week" the entire week prior to the Relay event.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 15<sup>th</sup> day of April, 2019.



Chuck Allen  
Mayor

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING**

**SUBJECT:** **PUBLIC HEARING**  
CU-02-19 JBA Properties, LLC – West side of Arrington Bridge Road between Westbrook Road and Pecan Road

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow a concrete recycling business with outdoor storage within the I-2 General Industry zoning district. Recycling of metal, paper and other materials is a permitted use in the I-2 zoning district only after the issuance of a Conditional Use Permit approved by City Council.

Total Area: 150.32 acres  
Zoning: I-2 General Industry

**DISCUSSION:** As previously stated, the applicant proposes to operate a concrete recycling business with outside storage. The submitted site plan indicates that applicant intends to use approximately 9 acres of the property for the concrete recycling business.

Hours of operation: 8:00 am to 5:00 pm Monday through Friday  
No. of Employees: 1-2

Access: The submitted site plan indicates a 50 ft. wide paved access drive extending from Arrington Bridge Road 120 ft. to a gated entrance.

Parking: According to the Unified Development Ordinance, 1 parking space per employee and 5 customer parking spaces are required for the recycling business. Applicant is requesting a modification of the City's parking requirements since heavy commercial trucking operations will involve hauling and delivery of recyclable materials. Members of the public will not be allowed to conduct business at the site.

Landscaping: Existing vegetation surrounding the site satisfies the City's landscape requirements for the proposed use. In addition, the applicant proposes to provide a landscape berm along the frontage of the property to satisfy street tree requirements and for screening requirements needed for outdoor storage. Material stored within the identified outdoor storage area will not be stacked higher than the landscape berm and/or be visible from the public right-of-way.

Engineering: Subject property is located in a Special Flood Hazard Area known as the 100-year floodplain. Applicant will be required to complete a Floodplain Development Permit application in accordance with City Engineering requirements.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on May 6, 2019.

Date: 04/8/19

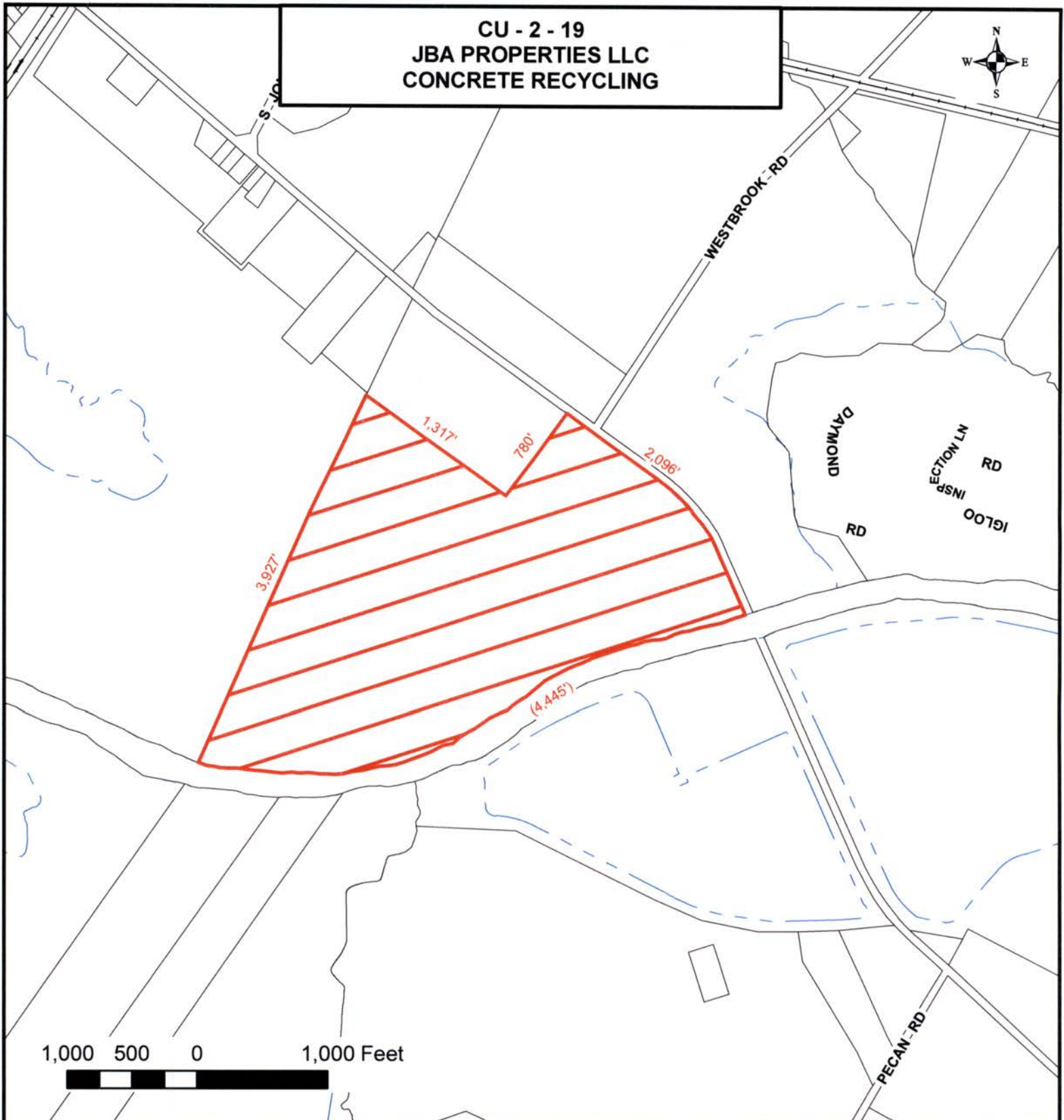
  
Planning Director

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

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



CU - 2 - 19  
JBA PROPERTIES LLC  
CONCRETE RECYCLING



**CONDITIONAL USE**

**CASE NO:** CU-2-19

**USE REQUEST:** Concrete Recycling

**ADDRESS:** 546 Arrington Bridge Rd

**APPLICANT:** JBA Properties LLC

**HOURS OF OPERATION:**

Monday - Friday 8:00am - 5:00pm

**NUMBER OF EMPLOYEES:** 1 - 2



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



CU - 2 - 19  
JBA PROPERTIES LLC  
CONCRETE RECYCLING



**CONDITIONAL USE**

**CASE NO:** CU-2-19

**USE REQUEST:** Concrete Recycling

**ADDRESS:** 546 Arrington Bridge Rd

**APPLICANT:** JBA Properties LLC

**HOURS OF OPERATION:**

Monday - Friday 8:00am - 5:00pm

**NUMBER OF EMPLOYEES:** 1 - 2



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CU - 2 - 19  
JBA PROPERTIES LLC  
CONCRETE RECYCLING



WESTBROOK RD

ORANGE

*City of Goldsboro*  
*Site Plan Approval*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

400 200 0 400 Feet

**CONDITIONAL USE**

**CASE NO:** CU-2-19

**USE REQUEST:** Concrete Recycling

**ADDRESS:** 546 Arrington Bridge Rd  
9.10 +/- acres

**APPLICANT:** JBA Properties LLC

**HOURS OF OPERATION:**

Monday - Friday 8:00am - 5:00pm

**NUMBER OF EMPLOYEES:** 1 - 2

**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING**

**SUBJECT:**               **PUBLIC HEARING**  
Z-06-19 Russell G. Spence Jr. – South side of Carriage Road between Surry Drive and E. Ash Street/US 70 HWY

**BACKGROUND:**       The applicant requests the rezoning of two lots from R-20 (Residential) to General Business (GB). Applicant owns property directly east of the subject property and is currently zoned General Business (GB).

**Lot 1:**

Frontage:       90 ft. (Carriage Rd.)  
Area:            20,276 sq. ft., or 0.46 acres

**Lot 2:**

Frontage:       90 ft. (Carriage Rd.)  
Area:            20,276 sq. ft., or 0.46 acres

**Surrounding Zoning:**

North:           General Business (GB); General Business RM-NC; R-20 Residential RM-NC;

South:           General Business (GB); R-20A Residential / Agriculture RM-NC;

East:            General Business (GB); and

West:            R-20 (Residential)

Existing Use: The two lots are currently vacant and undeveloped.

**DISCUSSION:**       As previously stated, the applicant is requesting a zoning change from R-20 (Residential) to General Business (GB).

Currently, the applicant is in the process of selling commercial property once operated as an outdoor equipment sales and service center and more formerly known as Spence Equipment Sales and Service Company.

The applicant was unaware that two of the six lots for sale were zoned residential. The owner intends to recombine all lots into one lot for commercial sale and development.



Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends Low Density residential development.

Engineering: City water and sewer are available to serve the property. Subject area is not located in a Special Flood Hazard Area.

SJAFB: The subject property is located within the 65-70 day-night average sound level (DNL) noise zone. Base officials have been notified of the rezoning request.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on May 6, 2019.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Planning Director

Date: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends Low Density residential development.

Engineering: City water and sewer are available to serve the property. Subject area is not located in a Special Flood Hazard Area.

SJAFB: The subject property is located within the 65-70 day-night average sound level (DNL) noise zone. Base officials have been notified of the rezoning request.

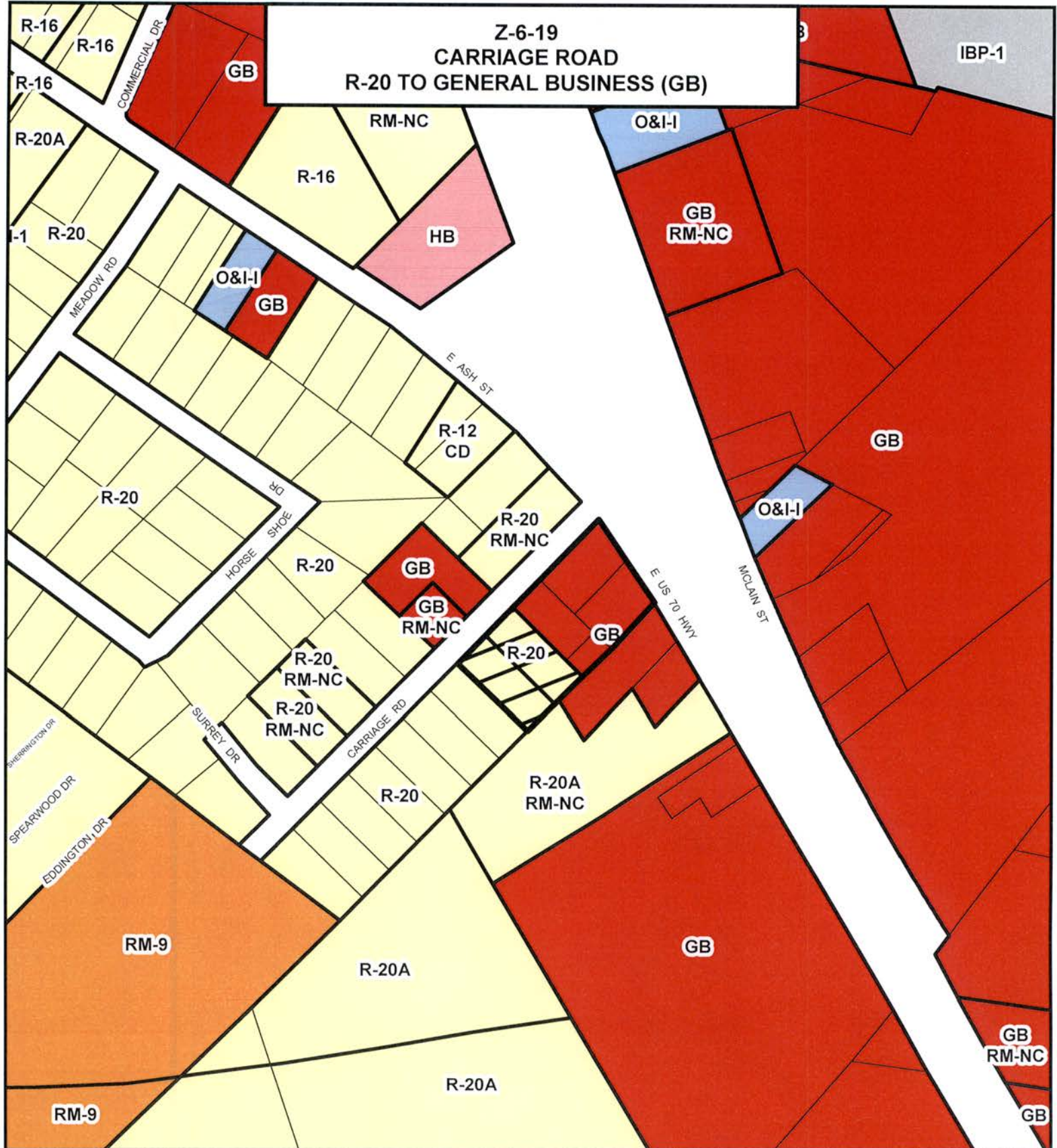
RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on May 6, 2019.

Date: 04/08/19

  
\_\_\_\_\_  
Planning Director

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

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



### REZONING REQUEST - EXISTING ZONING

*Applicant: Russell Spence*

*Request: R-20 to GB*

*Project: Unspecified*

*Parcel #: 3518-96-7272 / 3518-96-8249*

*Location: Carriage Road*

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**Z-6-19  
CARRIAGE ROAD  
R-20 TO GENERAL BUSINESS (GB)**



**REZONING REQUEST**

Applicant: Russell Spence  
Request: R-20 to GB  
Project: Unspecified  
Parcel #: 3518-96-7272 / 3518-96-8249  
Location: Carriage Road

300 150 0 300 Feet



**GOLDSBORO**  
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Commercial

COMMERCIAL DR

Z-6-19  
CARRIAGE ROAD

R-20 TO GENERAL BUSINESS (GB)

Industrial

Conservation

Commercial

LDR

OI

MEADOW RD

LDR

E ASH ST

LDR

HORSE SHOE DR

Commercial

Commercial

E US 70 HWY

MCLAIN ST

SHERRINGTON DR

SPEARWOOD DR

EDDINGTON DR

SURREY DR

CARRIAGE RD

LDR

Commercial

### REZONING REQUEST - PROPOSED ZONING

Applicant: Russell Spence

Request: R-20 to GB

Project: Unspecified

Parcel #: 3518-96-7272 / 3518-96-8249

Location: Carriage Road

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING**

**SUBJECT:**               **PUBLIC HEARING**  
                              Z-07-19 Lonnie W. Glaspie, Jr. – West side of US 117 Bypass between  
Canal                     Street and Sunny South Street

**BACKGROUND:**       The applicant requests the rezoning from R-6 (Residential) to O&I-1  
                              (Office and Institutional).

Frontage:       100 ft. (Canal Street)

Area:           10,972 sq. ft., or 0.25 acres

Zoning:         R-6 (Residential)

Surrounding Zoning:

North:          R-6 (Residential);

South:          R-6 (Residential);

East:           SC (Shopping Center); and

West:           R-6 (Residential); O&I-1 (Office and Institutional)

Existing Use: The property is currently occupied by a single-family dwelling.

**DISCUSSION:**       As previously stated, the applicant is requesting a zoning change from  
                              R-6 (Residential) to O&I-1 (Office and Institutional). Applicant intends  
                              to develop the property for office-use only.

If property is rezoned, site and landscape plans will be required and approved by City Council. In addition, the existing structure will be required to meet state commercial building codes.

Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends Industrial development for the property.

Engineering: City water and sewer are available to serve the property. Subject property is located in a Special Flood Hazard Area known as the 500-year floodplain.



RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on May 6, 2019.

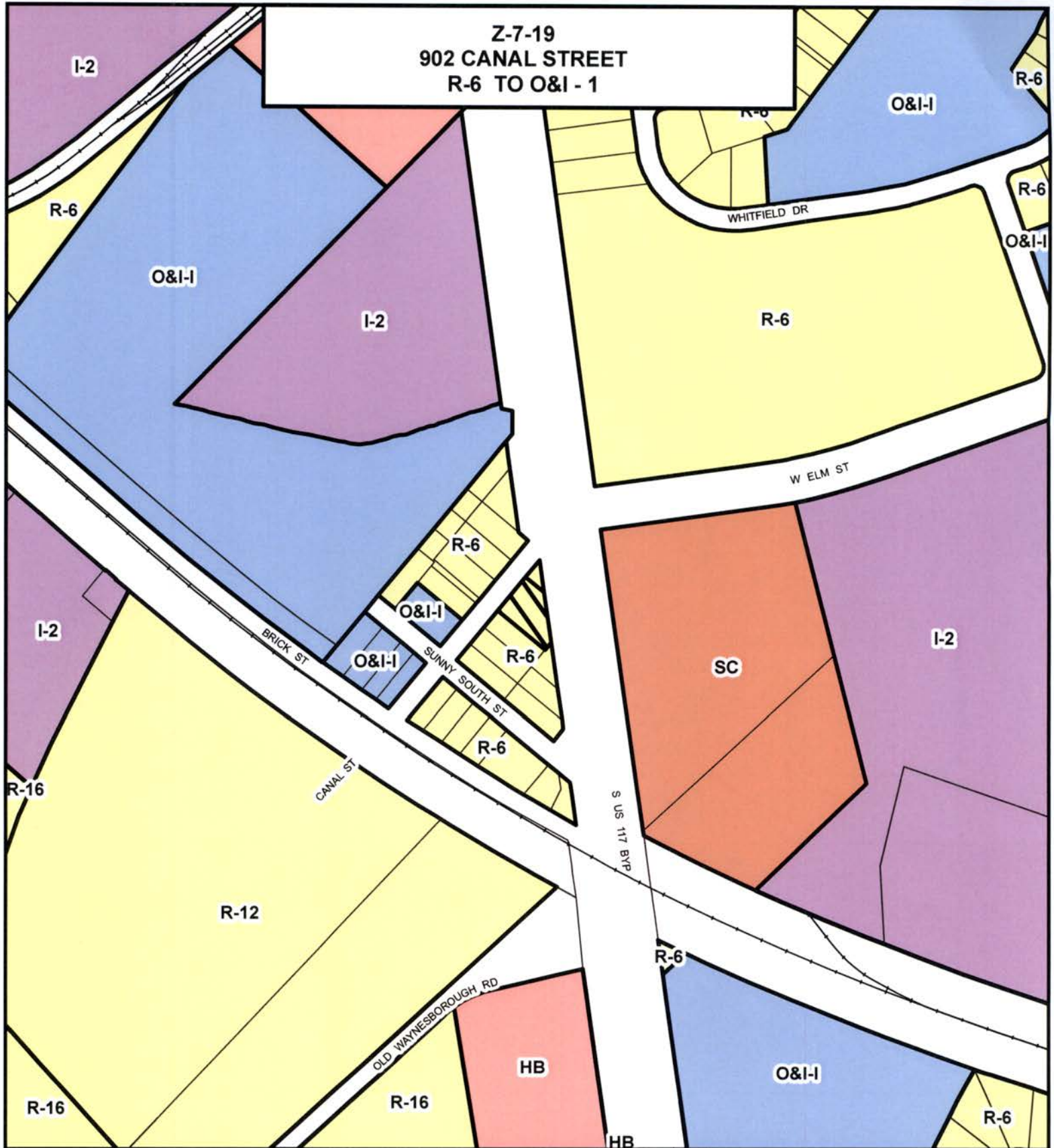
Date: 04/08/19

  
\_\_\_\_\_  
Planning Director

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

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

Z-7-19  
902 CANAL STREET  
R-6 TO O&I - 1



**REZONING REQUEST - EXISTING ZONING**

Applicant: Lonnie Glaspie  
Request: R-6 to O & I - 1  
Project: Office  
Parcel #: 2599-43-1601  
Location: 902 Canal Street

300 150 0 300 Feet

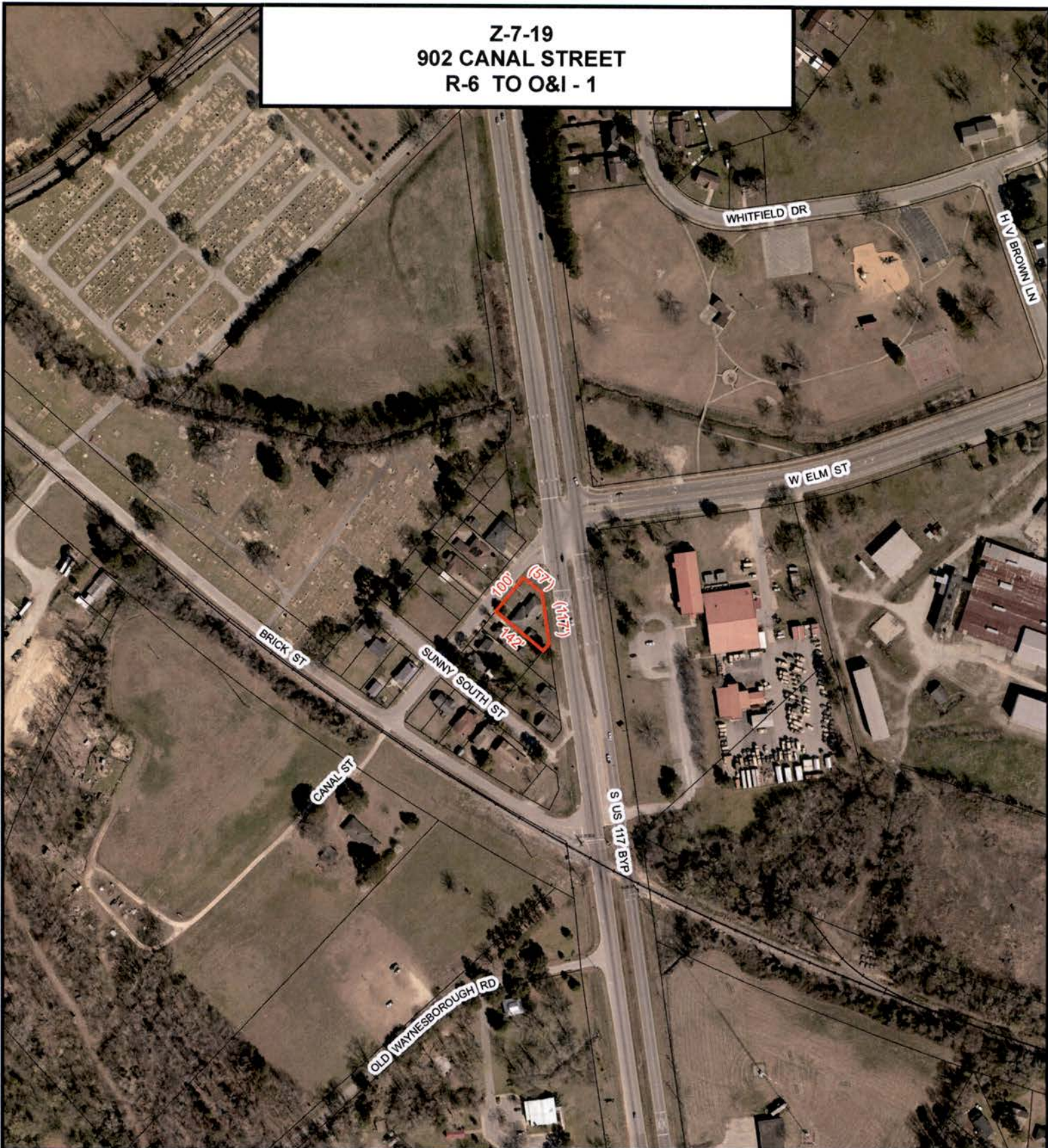


**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**Z-7-19  
902 CANAL STREET  
R-6 TO O&I - 1**



**REZONING REQUEST**

Applicant: Lonnie Glaspie  
Request: R-6 to O & I - 1  
Project: Office  
Parcel #: 2599-43-1601  
Location: 902 Canal Street

300 150 0 300 Feet

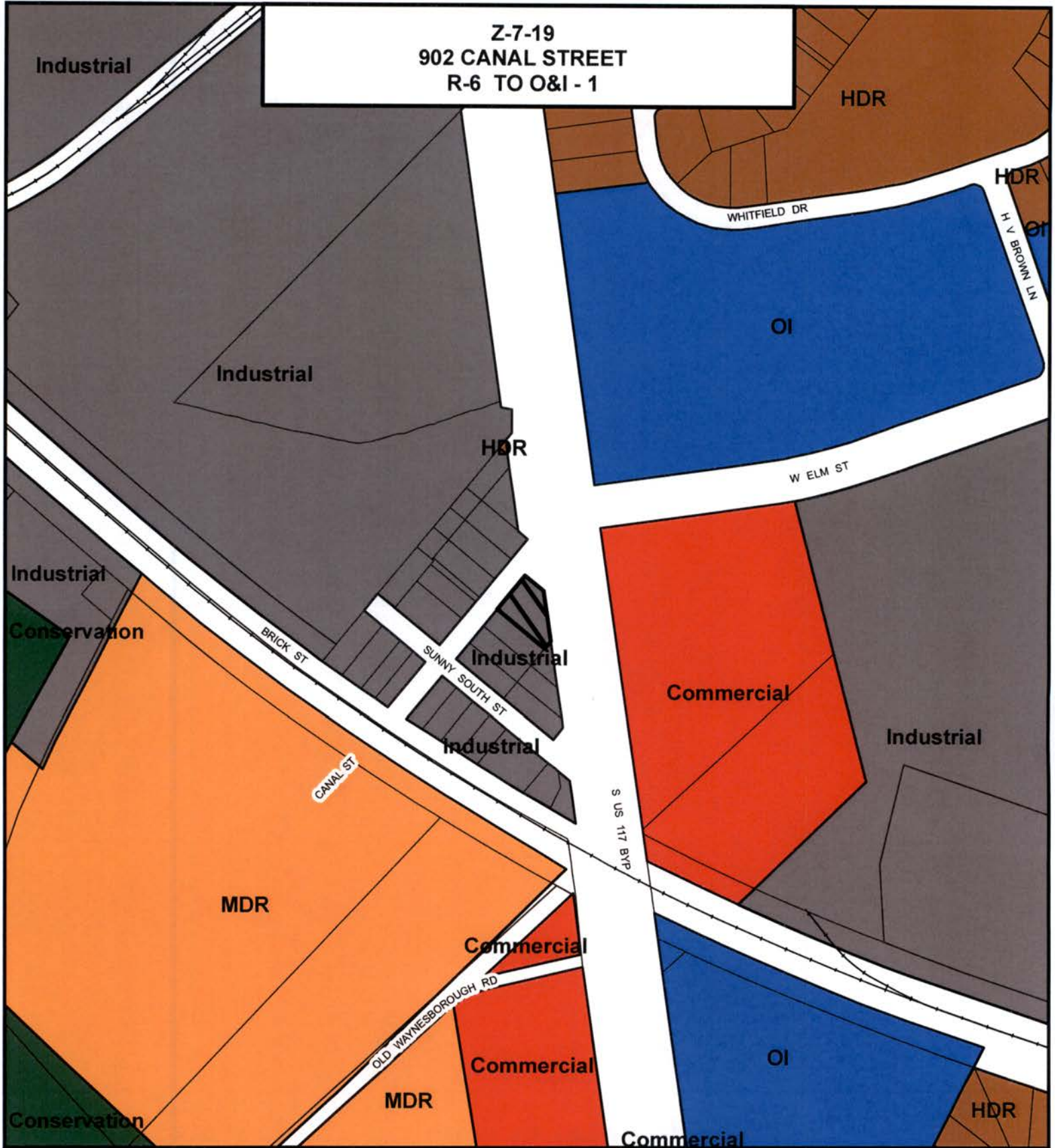


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Z-7-19  
902 CANAL STREET  
R-6 TO O&I - 1



### REZONING REQUEST - PROPOSED ZONING

Applicant: Lonnie Glaspie  
Request: R-6 to O & I - 1  
Project: Office  
Parcel #: 2599-43-1601  
Location: 902 Canal Street

300 150 0 300 Feet



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**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING**

**SUBJECT: PUBLIC HEARING**

Z-08-19 Lane Tree Villas – Southwest corner of Salem Church Road and US 70 Bypass

**BACKGROUND:** Applicant requests a zoning change from Highway Business to R-12 Residential Conditional District in conjunction with a Conditional Use Permit to allow for a 24-Lot Planned Unit Development (PUD).

Frontage: 301 ft. (Salem Church Road)  
Frontage: 2,400 ft. (US 70 Bypass)  
Total Area: 11.45 acres

**Surrounding Zoning:**

North: R-20 and General Business  
South: R-16 and Highway Business  
East: R-16 Residential  
West: R-16 Residential

The property was recently rezoned from R-16 to Highway Business by City Council in 2018. At that time the applicant had indicated his desire to develop the property just north of Titleist Drive for duplexes which is permitted within the Highway Business zone.

Existing Use: The property is located within the City's extraterritorial jurisdiction (ETJ) and is currently vacant.

Proposed Use: The applicant now proposes a 24-Lot Planned Unit Development, which is not permitted within the Highway Business zone. Planned Unit Developments are a permitted use within all Residential Zoning Districts with the approval of a Conditional Use Permit by City Council.

Comprehensive Land Use Plan Recommendation: The City's adopted Land Use Plan designates this property for Industrial use.

**DISCUSSION:** The preliminary plat indicates a 24-Lot Planned Unit Development (PUD) based on the R-12 district regulations. PUD design standards allow for the minimum lot size, width and setbacks to be reduced by 40% from the specifications of R-12 zoning district.



Minimum Lot Size: 12,146 sq. ft.

Engineering: City water is available to serve the property and the developer has the option of extending sewer service to the subject site. The developer indicates sanitary sewer services will be provided by individual septic tanks.

Access: Each lot will have direct access from Titleist Drive which is a 60' public right-of-way however Titleist Drive is privately maintained.

Parking is required at two spaces per unit for the development of townhomes. Adequate parking is provided for each lot.

At least 20% of the total project area shall be reserved as commonly held open space. The preliminary plat reserves 2.99 acres as permanently managed open space.


Street trees are required along Titleist Drive and staff is working with the applicant to ensure landscaping requirements are met per the City's Unified Development Ordinance. At a minimum, each lot shall have one large tree or two small trees in fulfillment of the residential street yard requirements. The applicant is also proposing a 4' high landscape berm adjacent to US 70 Bypass.

Sidewalks are required along Titleist Drive per the City's Subdivision Standards. The applicant is requesting a modification of the sidewalk requirements. Sidewalks have not been constructed within Lane Tree Subdivision as the applicant has been granted previous modifications.

Building elevations have been submitted and townhomes will be constructed of brick veneer and shake siding. Roof will consist of asphalt shingles.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on May 6, 2019.

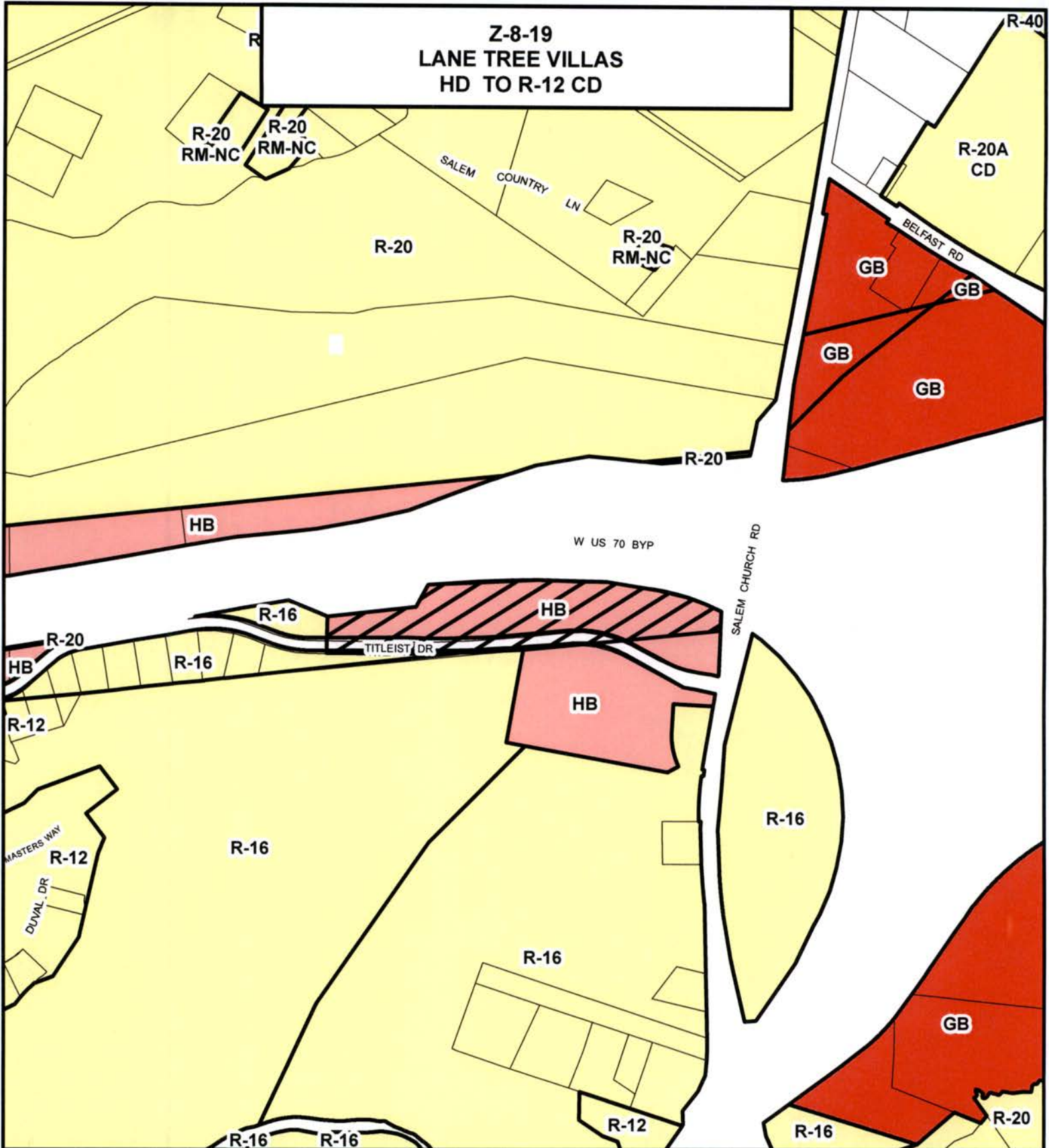
Date: 4/8/19

  
\_\_\_\_\_  
Planning Director

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

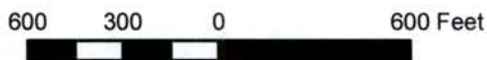
\_\_\_\_\_  
City Manager

dcc



**REZONING REQUEST - EXISTING ZONING**

Applicant: Lane Tree Villas  
Request: Highway District to R12 - CD  
Project: Multi Unit Homes  
Parcel #: 2617-25-5023  
Location: Salem Church Rd at US 70 Byp



**GOLDSBORO**  
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**Z-8-19  
LANE TREE VILLAS  
HD TO R-12 CD**



**REZONING REQUEST**

Applicant: Lane Tree Villas  
Request: Highway District to R12 - CD  
Project: Multi Unit Homes  
Parcel #: 2617-25-5023  
Location: Salem Church Rd at US 70 Byp

600 300 0 600 Feet

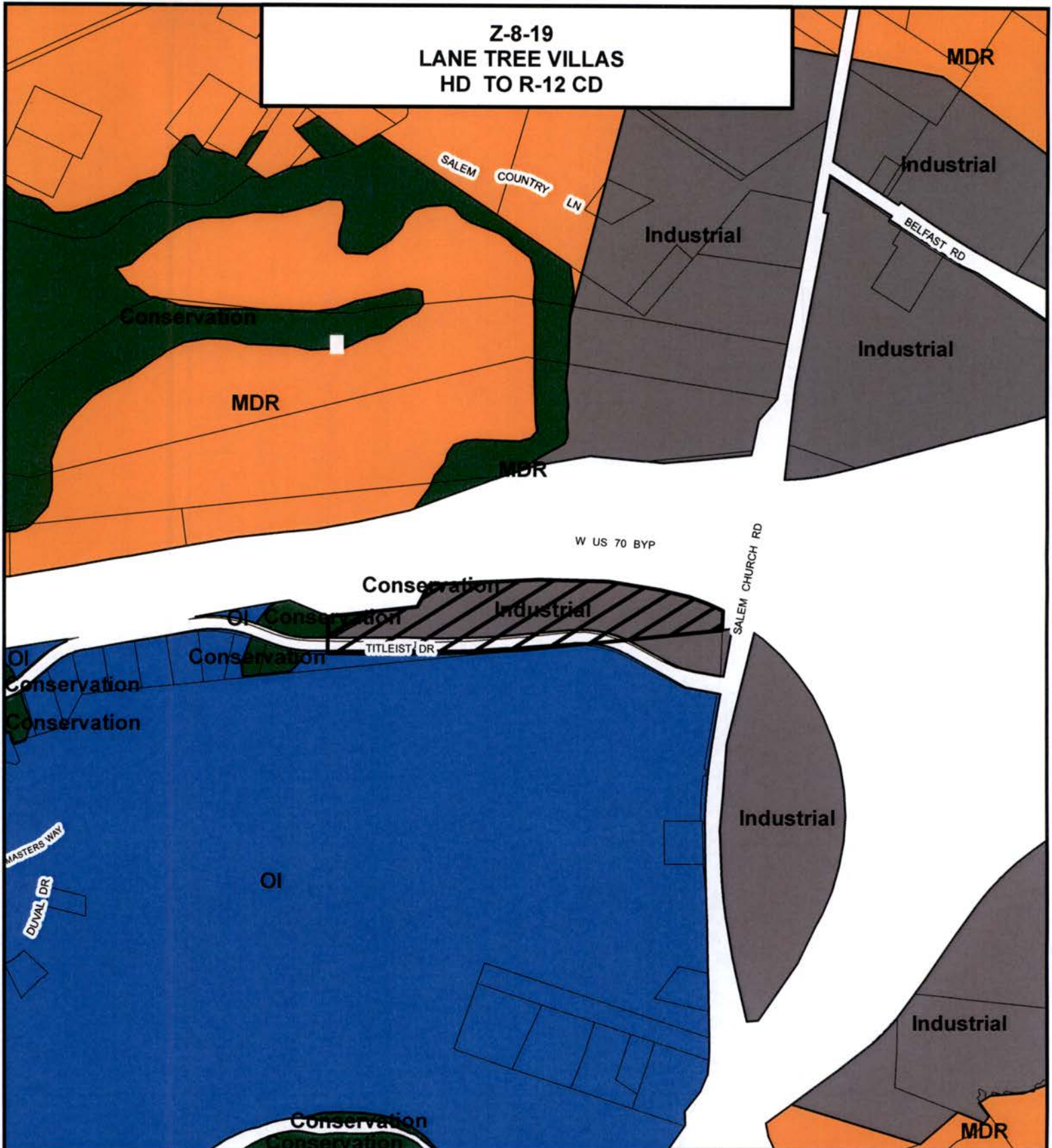


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**Z-8-19  
LANE TREE VILLAS  
HD TO R-12 CD**



**REZONING REQUEST - PROPOSED ZONING**

Applicant: Lane Tree Villas  
Request: Highway District to R12 - CD  
Project: Multi Unit Homes  
Parcel #: 2617-25-5023  
Location: Salem Church Rd at US 70 Byp

600 300 0 600 Feet



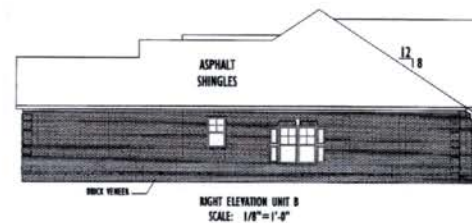
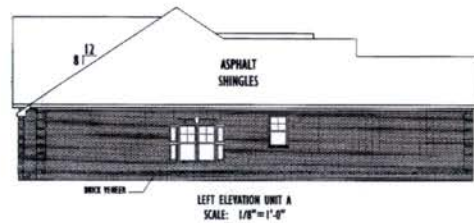
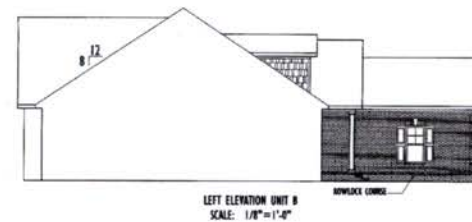
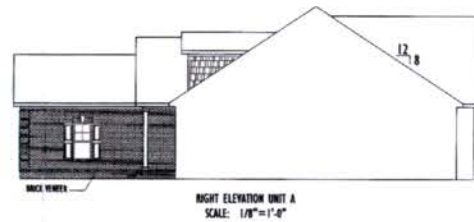
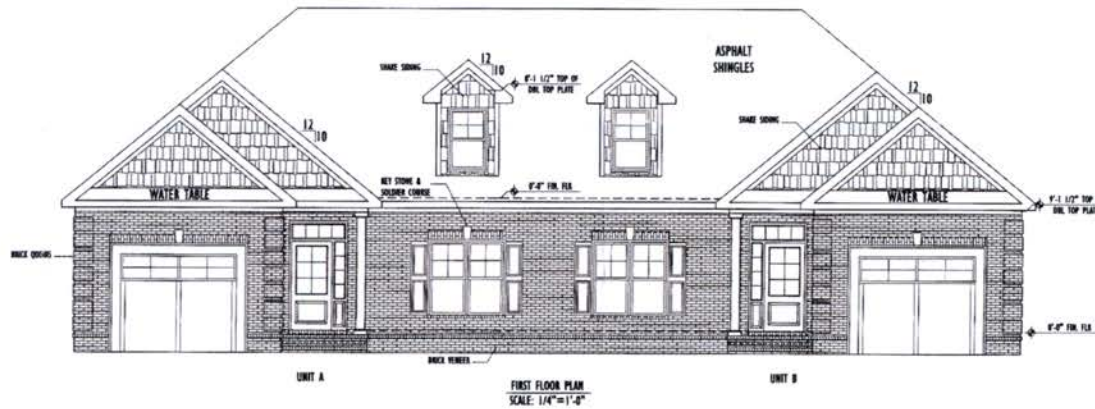
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CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING

SUBJECT: Approval of Resolution to Request Funding through the State and Federal Loans/Grants

BACKGROUND: The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water supply/distribution systems. There are no matching funds required for these grants.

DISCUSSION: This spring, DEQ is hosting a funding round for the Clean Water SRF and Drinking Water SRF programs. Applications are due April 30, 2019.

Staff has identified various locations of 2-inch diameter water lines (galvanized) as well as existing asbestos water lines that require replacement.

Staff recommends applying for assistance through DEQ funding for removal and replacement of substandard water lines to increase water pressure, improve water quality, and minimize maintenance at locations identified through field inspections.

Funding requests for the proposed water distribution project requires the adoption of a resolution authorizing the City Manager to execute and file an application on behalf of the City of Goldsboro. Any grant or loan received would be brought back to City Council for approval.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the City Manager to execute and file an application on behalf of the City Goldsboro with the State of North Carolina for loans and/or grants for water distribution improvements.

Date: 10 Apr 19

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

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

\_\_\_\_\_  
Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO  
THE DW STATE REVOLVING FUND PROGRAM FOR WATER DISTRIBUTION  
SYSTEMS

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system; and

WHEREAS, the City of Goldsboro has need for and intends to rehabilitate its drinking water distribution system project described as replacement of small diameter, galvanized water mains and replacement of existing asbestos cement water mains; and

WHEREAS, the City of Goldsboro intends to request state (loan or grant) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDSBORO:

1. That the City of Goldsboro, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.
2. That the City of Goldsboro will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
3. That the City Council of the City of Goldsboro agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Goldsboro to make scheduled repayment of the loan, to withhold from the City of Goldsboro any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
4. That the City of Goldsboro will provide for efficient operation and maintenance of the project on completion of construction thereof.
5. That Randy Guthrie, Interim City Manager of the City of Goldsboro, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Goldsboro with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.
6. That the City Manager of the City of Goldsboro, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to

make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

7. That the City of Goldsboro has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

8. Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 at City Hall, Goldsboro, North Carolina.

Approved as to Form Only:

Reviewed by:

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

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING

SUBJECT: McKim & Creed, Inc. Engineering Services Agreement for City of Goldsboro Wastewater Collection System Modeling

BACKGROUND: McKim & Creed previously assembled and completed engineering services for the City's wastewater collection system rehabilitation projects.

Staff requested McKim & Creed to provide a proposal to complete a study to evaluate current dry and wet weather flows in the City's wastewater collection system to develop understanding of conveyance deficiencies and to possibly mitigate inflow and infiltration. The objective of this project is to construct a dynamic wastewater collection system model for the City of Goldsboro to assist in this effort.

DISCUSSION: This project will involve construction of a sewer model of the City of Goldsboro existing collection system, including sewer loading allocations, extended period analysis, model calibration and evaluation of the existing collection system.


The model shall include the primary conveyance pipes and known areas of overflow within the boundary conditions of the 2016 McKim and Creed flow monitoring data set. The general location of those stations are as follows: Ash Street, Oak Street, Westbrook Road, Benton Street, Crump Street, House Street, Olde Farm-Section II, and Highway 117.

**Fee Schedule:**  
**Lump Sum Fee = \$164,900**

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Sanitary Sewer Bond Proceeds.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the City Manager to execute an engineering agreement with McKim & Creed for \$164,900.

Date: 5 APR 19

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

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

\_\_\_\_\_  
Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL ENGINEERING  
SERVICES AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND MCKIM & CREED  
FOR CITY OF GOLDSBORO WASTEWATER COLLECTION SYSTEM MODELING

WHEREAS, the City Council of the City of Goldsboro has determined that it is necessary and in the best public interest to undertake a project for wastewater collection system modeling; and

WHEREAS, the City Council of the City of Goldsboro desires to obtain professional engineering services required for City of Goldsboro Wastewater Collection System Modeling;

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 professional engineering services agreement for \$164,900 with McKim & Creed, Inc. pertaining to City of Goldsboro Wastewater Collection System Modeling.
2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to Form Only:

Reviewed by:

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

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





# WET WEATHER COLLECTION SYSTEM MANAGEMENT MODELING AND ALTERNATIVE ANALYSIS

# MCKIM & CREED



## Ken Orie, PE

### Mid Atlantic R&R Services Manager

B.S. Agricultural & Biological Engineering, Pennsylvania State University

*Over 20 years of flow monitoring, hydraulic modeling, water and wastewater treatment/conveyance and wet weather design experience.*

#### YEARS IN BUSINESS

**40 YEARS**

#### INDUSTRY RANKINGS

1992 – PRESENT ENR Top 500 Design Firm  
2003 – PRESENT ENR Top 200 Environmental  
2003 – PRESENT ENR Southeast Engineer Firms  
2015 – PRESENT POB Geospatial Top 100  
2015 – PRESENT Top 50 Trenchless Design firm

#### STAFF EMPLOYED

**522+  
EMPLOYEES**

##### N. CAROLINA

Charlotte  
Raleigh  
Asheville  
Wilmington

##### VIRGINIA

Hampton  
Roads

##### TEXAS

Austin  
Houston  
Dallas  
San Antonio

##### FLORIDA

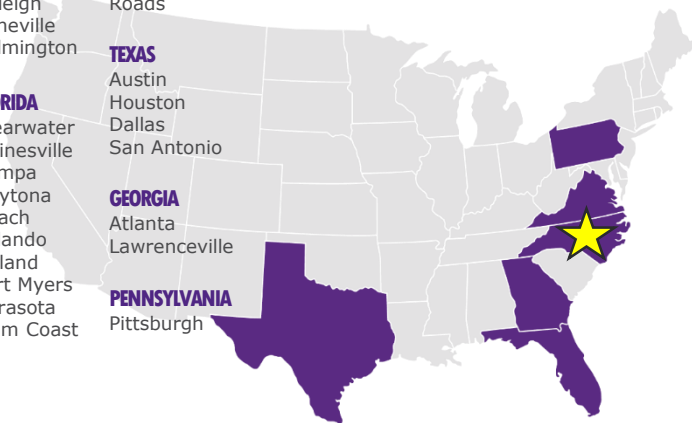
Clearwater  
Gainesville  
Tampa  
Daytona  
Beach  
Orlando  
Deland  
Fort Myers  
Sarasota  
Palm Coast

##### GEORGIA

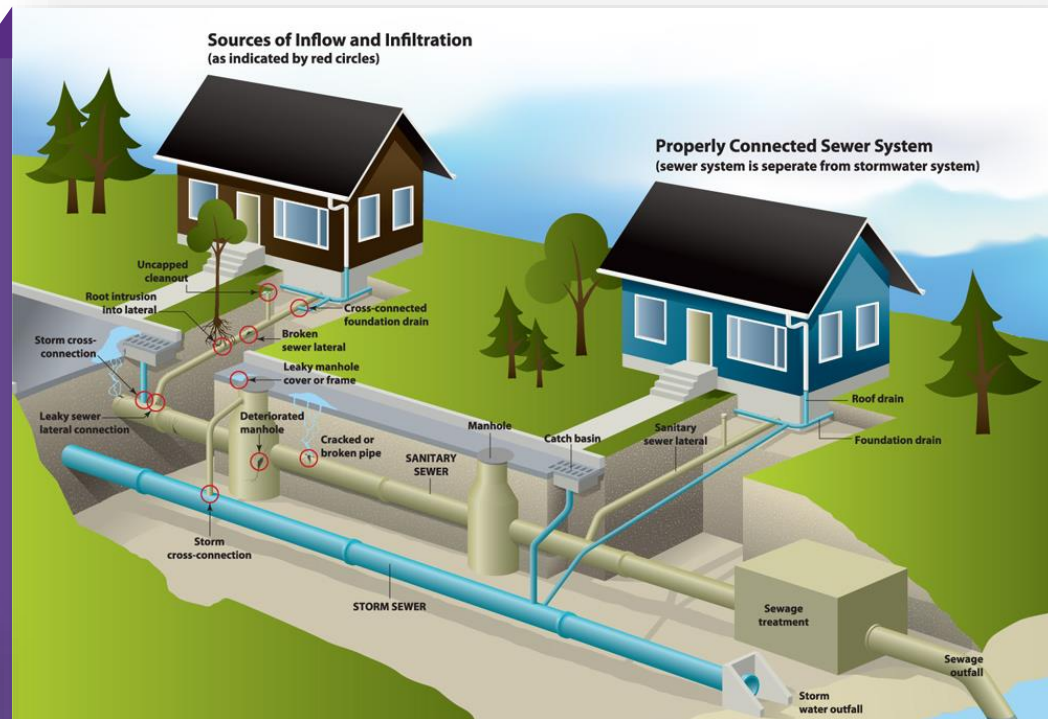
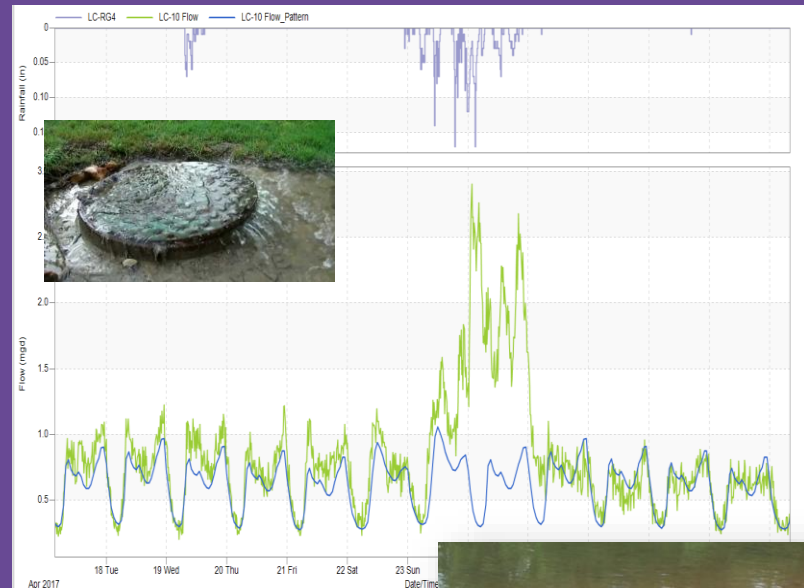
Atlanta  
Lawrenceville

##### PENNSYLVANIA

Pittsburgh

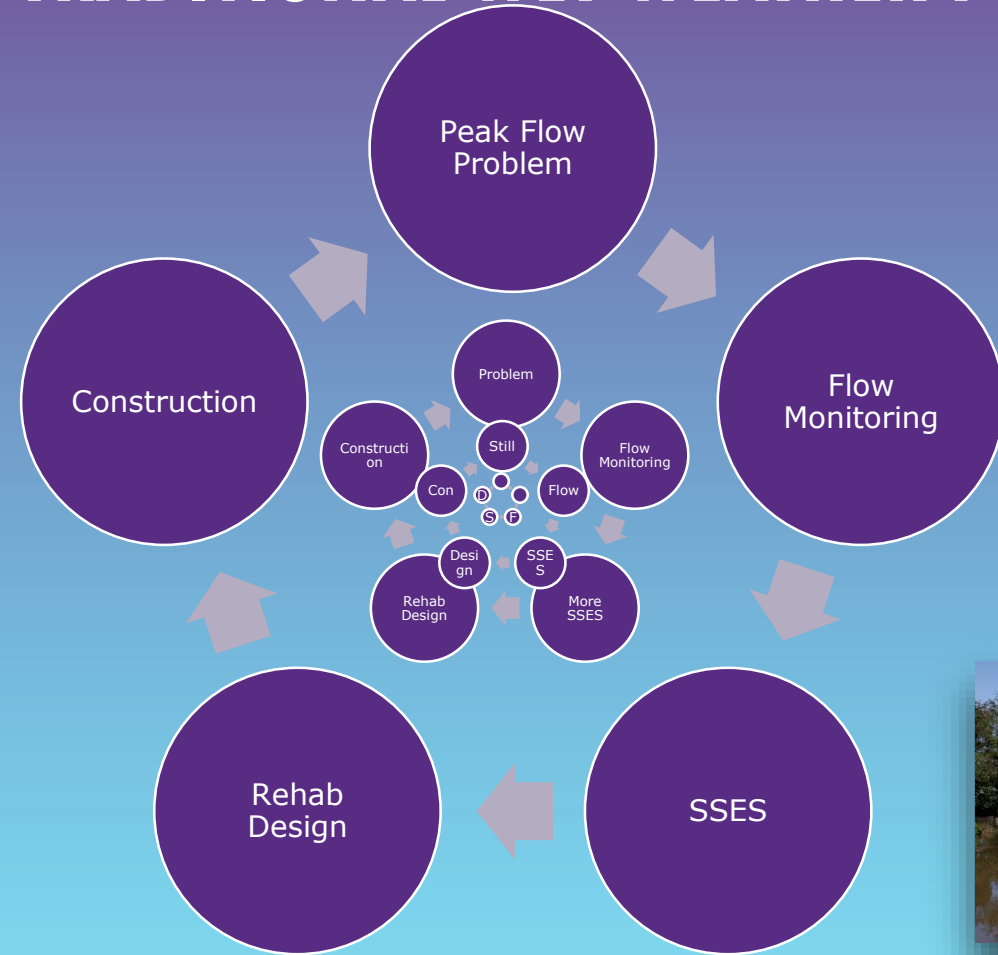


# RAINFALL DEPENDENT INFLOW AND INFILTRATION (RDII)





# TRADITIONAL WET WEATHER PLANNING APPROACH



Issues with approach–

- No account of surface flooding
- Leverages all resources towards I/I removal
- Doesn't account for treatment or storage capacity





# OBJECTIVE TO OUR APPROACH

- Provide results that:
  - Set a level of service and performance expectation
    - Provide performance limitations based on surface flooding
  - Alternative analysis based on realistic I/I removal rates
  - Account for future growth
  - Quantify volume of I/I associated with differing design storms
  - Optimize Plant/Pump/Equalization operation based on alternative analysis



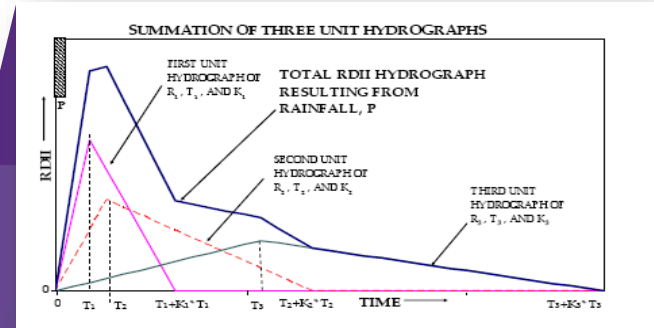
# WHAT IS MODELING IN PLAIN TERMS?



Develop a computer version that we utilize all the data gathered to mimic flow conditions under different rainfall events



Think of being able to simulate repairs on a car and impact on cars performance without paying for parts and then take to mechanic knowing solution



# HOW TO USE CALIBRATED MODEL FOR ALTERNATIVE ANALYSIS

- Pump station capacities and impact on conveyance lines
- Growth projections
- RDII reduction
- Elimination of bottlenecks
- Sizing of storage facilities

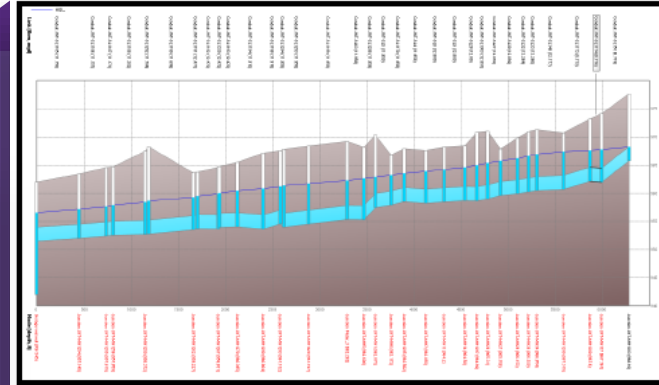
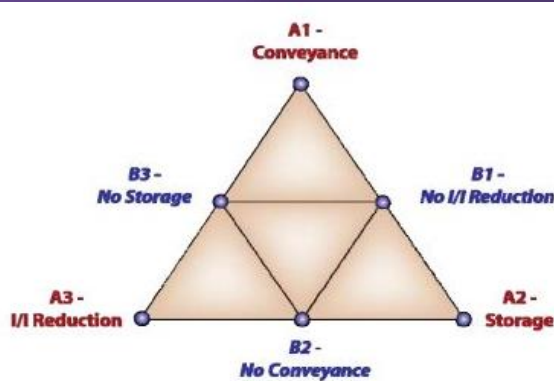
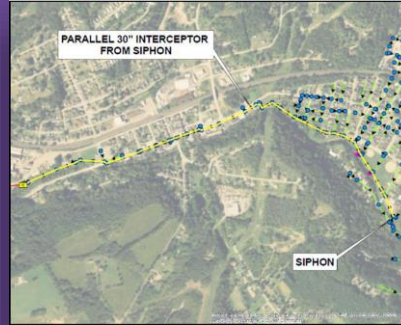


Figure 10-3-2: Profile Before Increased Conveyance to Pump Station (Option 3)

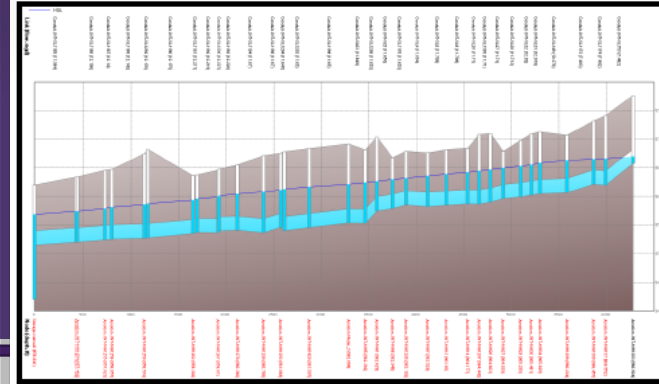


Figure 10-3-3: Profile After Increased Conveyance to Pump Station (Option 3)

# MODEL SCOPE AND COST

- Establish acceptable level of service based on surface flooding
- Evaluation of alternatives to achieve level of service based on:
  - Growth
  - 8 Pump Station's Capacity
  - WWTP Capacity
  - EQ Basin Storage Usage
- Cost is \$164,900 out of remaining \$199,152 from Phase 3 rehab budget
- Schedule is 120 days for report delivery







**THANK YOU  
FOR THE  
OPPORTUNITY**

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING

SUBJECT:                   Quality Control Inspection Services for Repainting Center/Holly Street Water Storage Tank

BACKGROUND:           The City Council awarded a contract for repainting of the Center/Holly Street water storage tank to Utility Service Company, Inc. on April 1, 2019 for \$1,040,200.

DISCUSSION:           Engineering staff will provide assistance with daily inspections and project management, but will require professional daily inspections for quality control purposes. Staff requested a proposal from Quality Control by Zeke (QC by Zeke) for providing inspection services. The NACE level 3 coating inspection will involve the following:

- Attend the pre-coatings meeting with the City of Goldsboro and Utility Service Company to clearly define the role of inspection services and objectives and to discuss the intent of the Project Specifications.
- Monitor the coatings application for conformance with the Manufacturer's recommendations, good workmanship practices and the Project Specifications.
- Monitor ambient conditions to determine if they are acceptable for surface preparation and/or coatings activities while onsite.
- Monitor surface preparation activities for conformance with the Coating Manufacturer's requirements, good workmanship practices and the Project Specification.
- Inspect the blasting media and blasting equipment to prevent contamination of the tank shell with moisture and oil.
- Take surface profile sample after surface preparation activities.
- Generate Corrective Action Reports (as needed) for deficient items.
- Submit final report containing all daily or hold point inspection reports.

**Lump Sum Fees           =                   \$37,500**

We have reviewed the financing of this project with the Finance Director and determined that a budget ordinance is required for the \$37,500 required for professional inspection services for the Repainting of Center/Holly Street Water Storage Tank.

RECOMMENDATION:    It is recommended that the City Council, by motion:

1. Adopt the attached budget ordinance appropriating funds for professional inspection services.

2. Adopt the attached resolution authorizing the City Manager to execute a proposal for \$37,500 with QC by Zeke for professional inspection services for the Repainting of Center/Holly Street Water Storage Tank.

Date: 8 Apr 19

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

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

\_\_\_\_\_  
Randy Guthrie, Interim City Manager

ORDINANCE NO. 2019-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE  
CITY OF GOLDSBORO FOR THE 2018-2019 FISCAL YEAR

WHEREAS, the City of Goldsboro received sealed bids for the repainting of the Center/Holly Street Water Storage Tank; and

WHEREAS, the work consists of repainting the exterior and interior of the one million gallon water storage tank and tank structure along with the final structural repair located on Center/Holly Street; and

WHEREAS, Council awarded the contract to the lowest responsible, responsive bidder, Utility Service Company, Inc. at the April 1, 2019 meeting; and

WHEREAS, it is required to have professional daily inspections to ensure quality control for the work being performed and staff has reviewed and selected the firm, Quality Control by Zeke, to carry out these inspections; and

WHEREAS, it is necessary to appropriate the expenditures for the contract so that the work may commence. This will be funded with an appropriation of \$37,500 from the fund balance in 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 2018-19 be amended by:

1. Decreasing the Unappropriated Fund Balance of the Utility Fund in the amount of \$37,500.
2. Increasing the line item entitled "Water Tank Painting" (61-4178-5912) in the amount of \$37,500 in the Utility Capital Projects Division.
3. This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Approved as to form only:

Reviewed by:

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

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



RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING THE EXECUTION OF A PROPOSAL FOR  
PROFESSIONAL INSPECTION SERVICES FOR THE REPAINTING OF  
CENTER/HOLLY STREET WATER STORAGE TANK

WHEREAS, the City Council of the City of Goldsboro has determined that it is necessary and in the best public interest to undertake a project for the repainting of the Center/Holly Street water storage tank; and

WHEREAS, the City Council of the City of Goldsboro desires to obtain professional inspection services required for quality control purposes;

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 proposal for professional inspection services in the amount of \$37,500 with Quality Control by Zeke for daily inspection services required for the repainting of the Center/Holly Street water storage tank.
2. This Resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to Form Only:

Reviewed by:

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

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING

**SUBJECT:** Informal Bid Request #2019 –003 Abatement and Demolition of Condemned Residential Properties

**BACKGROUND:** On Tuesday, April 9th, 2019, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 16 condemned residential properties listed below:

1. 612 Daisy Street
2. 109 Basil Street
3. 414 S. Slocumb Street
4. 404 Lime Street
5. 904,906,908 Peru Street
6. 307 Whitfield Drive
7. 611 E. Spruce Street
8. 305 N. Kornegay Street
9. 605 Slaughter Street
10. 727 Isler Street
11. 415 N. Carolina Street
12. 307 Beale Street
13. 1907 US Hwy 117 S.
14. 416 Murray Street
15. 415 Beale Street
16. 613 W. Walnut Street

A bid tabulation sheet is attached for the Council's information.

**DISCUSSION:** The bids have been reviewed by the City's Inspection Department, checked for accuracy, and found to be in order. The low bid from AK Grading and Demolition, Inc. is being recommended in the amount of \$113,950. The current fiscal year's budget has sufficient funding for abatement and demolition for these 16 locations.

\*\*At the Work Session on April 15, 2019, Council approved the addition of 107 N. Virginia Street at a cost of \$17,000.

**RECOMMENDATION:** It is recommended that Council, by motion, accept the bid of \$113,950 from AK Grading and Demolition, Inc. in the amount of \$113,950 for the abatement and demolition of the condemned residential properties.

Date: \_\_\_\_\_  
Allen Anderson, Chief Inspector

Date: \_\_\_\_\_  
Randy Guthrie, Interim City Manager

IFB2019-003

PROPOSAL FOR ABATEMENT & DEMOLITION OF CONDEMNED RESIDENTIAL PROPERTIES (16)

Bid Opening: April 9, 2019 @ 2:00 PM

	A /K GRADING & DEMOLITION, INC. 103 WAREHOUSE DRIVE LAGRANGE, NC 28551 LICENSE # 61309			RICK BOSTIC CONSTRUCTION & DEMOLITION,INC 679 GOODMAN ROAD KINSTON, NC 28504 LICENSE # 72342			CORBETT CLEARING & DEMOLITION, LLC 180 EW LANE GOLDSBORO, NC 27534 LICENSE # 78987		
<u>PROPERTY</u>	<u>ASBESTOS COST</u>	<u>DEMOLITION COST</u>	<u>TOTAL COST</u>	<u>ASBESTOS COST</u>	<u>DEMOLITION COST</u>	<u>TOTAL COST</u>	<u>ASBESTO S COST</u>	<u>DEMOLITION COST</u>	<u>TOTAL COST</u>
612 DAISY STREET	1,850.	4,250.	6,100.	3,170.	4,500.	7,670.	4,510.	5,899.50	10,409.50
109 BASIL STREET	N/A	5,100.	5,100.	N/A	4,050	4,050.	N/A	4,759.50	4,759.50
414 S. SLOCUMB STREET	3,500.	5,800.	9,300.	2,555.	5,472.	8,027.	1,980.	5,557.50	7,537.50
404 LIME STREET	1,250.	3,000.	4,250.	3,510.	2,350.	5,860.	3,190.	3,876.00	7,066.00
904, 906 and 908 PERU STREET	N/A	6,000.	6,000.	N/A	5,500.	5,500.	N/A	9,500.00	9,500.00
307 WHITFIELD DRIVE	2,000.	6,000.	8,000.	6,450.	5,500.	11,950.	5,335.	6,768.50	12,103.50
611 E. SPRUCE STREET	WET HAUL	4,000.	4,000.	2,470.	5,346.	7,816.	N/A	3,220.50	3,220.50
305 N. KORNEGAY STREET	N/A	6,000.	6,000.	N/A	6,900.	6,900.	N/A	5,510.00	5,510.00
605 SLAUGHTER STREET	N/A	6,000.	6,000.	N/A	5,000.	5,000.	N/A	6,445.75	6,445.75
727 ISLER STREET	5,500.	4,800.	10,300.	19,820.	1,650.	21,470.	16,610.	4,883.00	21,493.00
415 N. CAROLINA STREET	N/A	3,800.	3,800.	N/A	2,500.	2,500.	N/A	4,322.50	4,322.50
307 BEALE STREET	2,500.	6,500.	9,000.	3,955.	3,600.	7,555.	4,290.	4,797.50	9,087.50
1907 US HIGHWAY 117 SOUTH	N/A	5,500.	5,500.	N/A	6,000.	6,000.	N/A	5,899.50	5,899.50
416 MURRAY STREET	WET HAUL	3,500.	3,500.	3,220.	3,850.	7,070.	N/A	4,940.00	4,940.00
415 BEALE STREET	4,100.	4,300.	8,400.	5,825.	4,000.	9,825.	5,280.	4,322.50	9,602.50
613 W. WALNUT STREET	10,500.	8,200.	18,700.	19,320.	9,000.	28,320.	16,170.	9,262.50	25,432.50
<b><u>TOTAL DEMOLITION BID (16) PROPERTIES</u></b>	<b>31,200.</b>	<b>82,750.</b>	<b>113,950.</b>	<b>70,295.</b>	<b>75,218.</b>	<b>145,513.</b>	<b>57,365.</b>	<b>89,964.75</b>	<b>147,329.75</b>

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 15, 2019 COUNCIL MEETING

SUBJECT: Use of Existing Enhancement Funds Grant for Union Station Adaptive Reuse Study

BACKGROUND: On December 15, 2008, the City Council authorized a Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) for the use of Federal Highway Administration (FHWA) Enhancement Fund grant monies for the benefit of Goldsboro Union Station (GUS). This Agreement was executed by both parties May 15, 2009.

NCDOT acquired GUS after it became available in 2006 and a partnership was formed with the City of Goldsboro to rehabilitate it and secure it for future passenger/commuter rail service. Prior to NCDOT conveying the property to the City in April 2009, NCDOT made multiple improvements to the building and site. A site feasibility needs study was conducted in 2008-09 to examine the possibilities of utilizing the building as an impetus for a multi-modal transportation facility. In 2009, an architectural firm was hired to begin the professional services associated with Phase 1 (GUS building and site) of the project. In December 2010, construction bid document drawings were completed. The plan had the building serve as an event center until passenger rail or commuter rail service was established. Simultaneously, a GWTA study was underway to determine the feasibility and cost effectiveness of a new transfer facility at the GUS property to begin developing the multi-modal facility complex concept. The study found both to be favorable and a 2011 conceptual design phase began utilizing FTA/Bus & Bus Facilities funds the City received in FY 2009. These conceptual plans progressed to construction plans and then construction which was completed in November 2015 due to the 2013 USDOT TIGER grant.

The Municipal Agreement was amended in June 2016 by NCDOT and Goldsboro City Council to adjust the scope and award extra grant funds. This amendment identified eligible expenses based on the new grant category and scope authorized by FHWA.

The City Council authorized city staff to include the necessary local match funds in the City's 2016-17 Budget. Several projects/activities were funded, including street pole banners, a GUS sump pump and GUS driveway paving. A FHWA grant balance of \$79,659.95 remains. Since this grant is an 80% FHWA, 10% NCDOT and 10% City matching grant, there remains \$89,617.44 available. The City's share has been secured through subsequent budgets of which \$9,957.49 remains available.

On January 22, 2019, the City Council authorized staff to partner with the NCDOT Rail Division to utilize these remaining grant monies to employ services to conduct a GUS Adaptive Reuse Study.

The intent of the Study is to explore feasible potential uses for GUS that will provide opportunities for productive reuse that will be more likely to attract funding sources to rehabilitate the historic landmark. The scope of the services involve: planning services; market analysis services; stakeholder and



citizen interviews; a findings and recommendation report that identifies feasible projects and addresses uses and financial interests; and, cost estimates.

**DISCUSSION:**

A Request For Proposal (RFP) document was issued January 23, 2019 to solicit qualified companies to conduct the study. Five responses were submitted February 10, 2019 from the following teams:

- HH Architecture, FR&A Advisors, McAdams, Lynch Mykins and Entech Engineering
- Walter Robbs Callahan & Pierce Architects and Rose & Associates Southeast, Inc.
- Urban Partners and Maurer Architecture
- Clearscapes Architecture, ConsultEcon Inc., Allison Platt & Associates, and Skeo Solutions.
- Benchmark Planning, Dunn & Dalton Architects, Gene Rees, and Davenport.

A selection committee comprised of city staff including Scott Satterfield, Julie Metz, and Ashlin Glatthar, and an NCDOT Rail Division representative, Andy Miller, evaluated the submittals based on disclosed selection criteria. The criteria included: proposed project approach, demonstrated project understanding, experience of proposed personnel, experience with similar projects, demonstrated skills related to similar challenging issues that result in creative yet realistic approaches, evidence and confidence to meet the schedule and references. Three firms were selected to move forward in the process to interview (the last three firms listed above). Interviews were held March 11, 2019 and, based on the performance of these interviews, as well as the content within, the Team with the highest consensus score was the team led by Benchmark.

The attached agreement between the City of Goldsboro and Benchmark CMR, Inc. covers professional services for the GUS Adaptive Reuse Study at a fixed cost of \$90,000 with the final report scheduled for October 2019.

**RECOMMENDATION:**

It is recommended that the City Council adopt:

1. The attached resolution authorizing the Mayor to sign the attached agreement between the City of Goldsboro and Benchmark CMR, Inc. for Goldsboro Union Station Adaptive Reuse Study services.
2. Adopt the attached budget ordinance amendment for the General Fund to appropriate expenditures and revenues for the remaining Federal and State grant funds with a local match to close out the Enhancement Grant in the amount of \$99,700.

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

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

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

\_\_\_\_\_  
Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019-

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT  
BETWEEN THE CITY OF GOLDSBORO AND BENCHMARK CMR, INC. FOR THE  
UNION STATION ADAPTIVE REUSE STUDY

WHEREAS, the City of Goldsboro, On December 15, 2008, authorized a Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) for the use of Federal Highway Administration (FHWA) Enhancement Fund grant monies for the benefit of Goldsboro Union Station (GUS); and

WHEREAS, the Municipal Agreement was amended in June 2016 by NCDOT and Goldsboro City Council to adjust the scope and award extra grant funds; and

WHEREAS, on January 22, 2019, the City Council authorized staff to partner with the NCDOT Rail Division to utilize these remaining grant monies to employ services to conduct a GUS Adaptive Reuse Study; and

WHEREAS, the intent of the Study is to explore feasible potential uses for GUS that will provide opportunities for productive reuse that will be more likely to attract funding sources to rehabilitate the historic landmark; and

WHEREAS, a Request For Proposal (RFP) document was issued January 23, 2019 to solicit qualified companies to conduct the study; and

WHEREAS, interviews were held March 11, 2019 and, based on the performance of these interviews, as well as the content within, the Team with the highest consensus score was the team led by Benchmark CMR, Inc.

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

1. The City of Goldsboro is authorizing the Mayor to execute a contractual agreement between the City of Goldsboro and Benchmark CMR, Inc. that covers professional services for the GUS Adaptive Reuse Study at a fixed cost of \$90,000, of which the City is responsible for 10% or \$9,000.
2. This resolution shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Approved as to form only:

Reviewed by:

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

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

ORDINANCE NO. 2019-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE  
CITY OF GOLDSBORO FOR THE 2018-2019 FISCAL YEAR

WHEREAS, the City of Goldsboro (City) desires to partner with the North Carolina Department of Transportation (NCDOT) for the use of Federal Highway Administration Enhancement Fund grant monies for the benefit of the Goldsboro Union Station(GUS); and

WHEREAS, the City executed agreements with NCDOT in 2009 and amended the agreement in 2016 to expand the scope of eligible expenses; and

WHEREAS, on January 22, 2019 Council authorized staff partner with NCDOT Rail Division to utilize remaining grant monies to employ services to conduct a GUS Adaptive Reuse Study; and

WHEREAS, staff issued a request for proposal and interviewed all prospective firms and selected Benchmark CMR, Inc. as the most suitable firm for the project; and

WHEREAS, it is necessary to appropriate the expenditures for the contract so that the work may commence. This will be funded with a revenue appropriation of \$79,700 Federal Grants, \$10,000 State NCDOT Grants, and \$10,000 from the fund balance in the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2018-19 be amended by:

1. Decreasing the Unappropriated Fund Balance of the General Fund in the amount of \$10,000.
2. Increasing the line item entitled “Federal Grants” (11-0003-8950) in the amount of \$79,700 in General Fund Revenues.
3. Increasing the line item entitled “State Grants-NCDOT” (11-0003-8921) in the amount of \$10,000 in General Fund Revenues.
4. Increasing the line item entitled “Union Station” (11-1012-4989) in the amount of \$99,700 in the City Manager’s Division.
5. This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Approved as to form only:

Reviewed by:

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

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

STATE OF North Carolina  
COUNTY OF Wayne

**AGREEMENT FOR SERVICES  
WITH LOCAL GOVERNMENT  
“FIXED FEE” CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between The City of Goldsboro, herein and after referred to as the Local Government, and Benchmark CMR, Inc., a North Carolina Company located in Charlotte, North Carolina.

**WITNESSETH:**

**WHEREAS**, the Local Government requested professional planning and market consulting assistance to prepare a Building Adaptive Reuse & Market Study for the Goldsboro Union Station and adjacent area; and

**WHEREAS**, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

**WHEREAS**, the Local Government and Benchmark CMR, Inc. desire to memorialize Benchmark CMR, Inc.'s proposal and award of a contract,

**NOW THEREFORE**, the Local Government and Benchmark CMR, Inc. agree as follows:

- 1. SCOPE OF SERVICES:** Benchmark CMR, Inc. agrees to provide and perform for the Local Government all of those services stipulated in the proposal submitted by Benchmark CMR, Inc., which is hereby incorporated as a part of this contract as if fully set forth herein.
- 2. COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, Benchmark CMR, Inc. shall receive compensation for services detailed in Attachment A: Scope of Services, attached to this contract, in the amount of \$90,000. This fee shall be paid to Benchmark CMR, Inc. in accordance with Section 3 below. Any different or additional Scope of Services shall be approved and authorized by the Local Government in advance.
- 3. METHOD OF PAYMENT:** For the services performed under this Agreement, Benchmark CMR, Inc. will submit monthly invoices based on the percentage of work completed on the project. The Local Government shall pay Benchmark CMR, Inc. monthly, based on an approved invoice. Payment is due within twenty-one (21) days of the receipt of the invoice by the Local Government.
- 4. TERMINATION OF CONTRACT FOR CAUSE:** If Benchmark CMR, Inc. shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Benchmark CMR, Inc. violate any of the covenants, agreements, or stipulations of this contract, the Local Government shall have the right to terminate this contract immediately by giving written notice to Benchmark CMR, Inc. of such termination and specifying the effective date thereof. In a like manner, Benchmark CMR, Inc. shall have the right to terminate this contract immediately by giving written notice to the Local Government of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Benchmark CMR, Inc. under this contract shall, at the option of the Local Government, become the property of the Local Government and Benchmark CMR, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the Local Government shall not be obligated to pay any remaining charges



for work satisfactorily completed where there exists a right in favor of the Local Government for refund, reimbursement or offset in connection with any obligations arising from Benchmark CMR, Inc. to the Local Government.

**5. LEGAL REMEDIES:** Benchmark CMR, Inc. shall not be relieved of any liability to the Local Government for damages sustained by the Local Government by virtue of any breach of this contract by Benchmark CMR, Inc. It is specifically understood that the Local Government may withhold any payments to Benchmark CMR, Inc. for the purpose of offset until such time as the exact amount of damages due the Local Government from Benchmark CMR, Inc. is determined. The Local Government otherwise reserves all legal remedies as may be provided by law.

**6. CHANGES:** The Local Government may, from time to time, request changes in the Scope of Services of Benchmark CMR, Inc. to be performed hereunder. Such changes, including any increase or decrease in the amount of Benchmark CMR, Inc.'s compensation which may be mutually agreed upon between the Local Government and Benchmark CMR, Inc. shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

**7. EQUAL EMPLOYMENT OPPORTUNITY:** Benchmark CMR, Inc. shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or Vietnam Era Veteran status. Benchmark CMR, Inc. shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

**8. FEDERAL AND STATE COMPLIANCE:** Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the Local Government for the payment thereof. Benchmark CMR, Inc. acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. Benchmark CMR, Inc. agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the Local Government. Benchmark CMR, Inc. represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Benchmark CMR, Inc. warrants that any subcontractors used by Benchmark CMR, Inc. will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**9. FINAL DELIVERABLES:** Benchmark shall deliver final products as outlined in Attachment A. Scope of Services.

**10. ENTIRE AGREEMENT:** This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

ATTEST

THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

This instrument has been pre-audited in a manner required by applicable law.

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

ATTEST

BENCHMARK CMR, INC.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Vagn K. Hansen II  
\_\_\_\_\_  
Name

Jason M. Epley  
\_\_\_\_\_  
Name

Planner  
\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

## **Attachment A: Scope of Services**

### **Task One: Project Initiation (May 2019)**

- Meet with the Downtown Director and Advisory Committee
- Discuss project details
- Collect background information
- Conduct field work

### **Task Two: Background Research & Stakeholder Input (June – August 2019)**

- Conduct Stakeholder Interviews / Listening Sessions
  - Over a one to two-day period, meet with Advisory Committee members, investors, developers, contractors, other city staff members, property owners, business owners and others as identified
- Complete market analysis, building analysis, and site analysis of the property, corridor and surrounding area
- Complete additional field work as necessary
- Regular updates provided to the Downtown Director and Advisory Committee

### **Task Three: Prepare and Present Preliminary Findings (September 2019)**

- Meet with the Downtown Director and Advisory Committee to present preliminary findings, recommendations for the market-based reuse of the building, potential financing strategies, public/private partnerships, and general strategy for West Walnut Street corridor and surrounding area.
- Feedback to be provided by Downtown Director and the Advisory Committee to consultant within 2 weeks

### **Task Four: Prepare and Present Final Report (October 2019)**

- Present the final report to the Downtown Director and Advisory Committee
- Public presentation if desired
- Deliver a digital copy of the final report to the Downtown Director

## Attachment B: Certificate Regarding Lobbying

### **CERTIFICATION REGARDING LOBBYING**

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

**The offeror, by signing its offer, hereby certifies, to the best of his or her knowledge and belief that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor’s Authorized Official

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

## **Attachment C: Federal Contracting Requirements**

### **Federal Contracting Requirements**

This **Attachment** is incorporated into the Service Contract between the City of Goldsboro and Benchmark CMR, Inc., the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor. All references to the “City” shall be deemed to mean the City of Goldsboro.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This **Attachment** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **Contractor Compliance**

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the City of Goldsboro or pass through entity in accordance with federal policy.

### **Mandatory Disclosures**

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

### **Energy Conservation**

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.



### **Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### **Clean Air Act**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the City immediately upon discovery. The Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Access to Records and Reports**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

### **No Obligation by Federal Government**

The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

### **Termination**

***Termination Without Cause.*** The City may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

***Termination for Default by Either Party.*** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

***Additional Grounds for Default Termination by the City.*** By giving written notice to the Contractor, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

***Cancellation of Orders and Subcontracts.*** In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

***No Effect on Taxes, Fees, Charges, or Reports.*** Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

***Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) deliver to the City all Work Product; (c) allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

***No Suspension.*** In the event that the City disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

***Authority to Terminate.*** The City Manager or their designee is authorized to terminate this Agreement on behalf of the City.

***Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, all books and records

(including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the City for the cost of the audit.

## **Remedies**

***Liquidated Damages:*** The City and the Contractor acknowledge and agree that the City may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

***Right to Cover:*** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the City of such failure, the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Contractor and, should the City's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

***Right to Withhold Payment.*** If the Contractor materially breaches any provision of this Agreement, the City shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

***Specific Performance and Injunctive Relief.*** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the City may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the City seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

***Setoff.*** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

***Other Remedies.*** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **Debarment and Suspension**

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Davis-Bacon Requirements**

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

##### ***1. Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but

not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits

under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

## **2. *Withholding.***

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. *Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the

prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### ***4. Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on

the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## ***5. Compliance with Copeland Act Requirements.***

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## ***6. Subcontracts.***

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.



**7. *Contract Termination: Debarment.***

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

**8. *Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. *Disputes Concerning Labor Standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. *Certification of Eligibility.***

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**Copeland "Anti-Kickback" Act**

*Contractor.* The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

*Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

*Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12."

## **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

## **Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the

requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **Procurement of Recovered Materials**

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:



- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

**Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

**DHS Seal, Logo, and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

City of Goldsboro  
Departmental Monthly Reports  
March 2019

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

# Human Resources Management Department

## MONTHLY REPORT – MARCH 2019

Prepared by: Pamela C. Leake

The Human Resources Department posted 24 job vacancies and processed 346 applications this month. 227 notices were sent to applicants not selected for an interview and 45 were sent to candidates interviewed but not selected for hire. Six new employees came on board. One full-time: **Tanya Hall – Accounting Technician, Finance** and five part-time: **Kyle Hope – Club House Assistant, Golf Course; Melisa Johnson – Civilian Educator, Fire; Daniel Sinkuc – Club House Assistant, Golf Course; Adam Twiss – Director, Paramount Theatre and Goldsboro Event Center, and Keychonia Williams – Recreation Aide, Parks and Recreation.** There were five resignations: **Sherry Archibald – Director, Paramount Theatre and Goldsboro Event Center; Bobby Croom – Traffic Engineer, Engineering; Jh'Quan Dunn – Recreation Aide, Parks and Recreation; William Sein – Meter Reader, Public Works (Distribution and Collections), and Herman Vandiford – Recreation Aide, Parks and Recreation.** Total employment for March: **625** (453 full time and 172 part-time).

The Human Resources Director and Assistant to the City Manager are hosting several strategic planning meetings throughout the City to review the City's mission, values, and goals with employees. This month's meetings were held with City Hall staff, Fire, Parks and Recreation, Police, and Public Utilities. Meetings will continue in April. The Senior HR Consultant attended job and career fairs at the Salvation Army, Mount Olive University, Brogden Middle School, and The Maxwell Center. New Hire Orientation was held March 14, 2019 with following employees in attendance: **David Evans – Police Officer; Kyle Hope – Club House Assistant (PT); Crystal Jensen – Patron and Administrative Services Assistant (Paramount); Andrew Matthews – Crime Analyst; James McCreary – Compost Plant Operator; Michael Moncada – Police Officer; Naiesha Parks – Building Attendant (PT); Jasmine Phillips – Operator I; Kyle Sleppy – Police Officer; Daniel Sinkuc – Club House Assistant (PT), and Keychonia Williams – Recreation Aide (PT).** The Senior HR Consultant attended the City Scoop newsletter committee meeting on March 19. This is the internal newsletter for employees. LaToya Henry, PIO, is revamping the committee, and the first edition will be published in April. The HR Consultant attended the Communications Committee meeting in February and its next meeting will be held April 11. Upcoming events include leadership training for supervisors April 29 and May 2 and the City's Career Fair on May 15.

The following is a summary of this month's safety activities:

- Attended Eastern Carolina Safety and Health Conference board meeting on March 7.
- Presented for New Hire Orientation on March 14, 2019.
- Safety Accident Review Committee meeting on March 14th. Five cases were reviewed - Three (3) vehicle accidents and two (2) personal injuries.
- Fall Protection and Electrical Safety training conducted on March 13 and March 20. Total attendance: 30.
- Submitted Injury and Illness data for 2018 BLS survey.
- 9 accidents reported in March. 6 vehicle accidents and 3 personal injuries
- Participated in EHS webinar on March 2 ~ "State of EHS Technology and How Organizations are Leveraging Techniques to Improve and Sustain Safety Culture."
- Safe Driving Policy sent to Safety committee members, Human Resources Director and Interim City Manager for review/recommendations.
- Requested and obtained vehicle accidents data from the past three years at the request of HR Director.
- Met with HR Director, Senior Human Resources Consultant, and Interim City Manager on March 15 to discuss options and possible changes to existing post-accident drug testing policy due to frequency of accidents.
- Escorted NCDOL Elevator inspector during annual inspections on March 21. During his inspections, he observed that the monthly fire service testing could not be verified and referenced ASME (American Society of Mechanical Engineers) standard. Corrective measures will be implemented.
- Met with Public Information Officer on March 26 to discuss and provide recommendations on safety measures, procedures, PPE, signage, etc. for City Litter Clean-Up event.
- Observed lack of guardrails on steps at Fire Training Grounds and forwarded to Chief Dixon and Assistant Fire Chiefs for abatement.
- Conducted monthly inspections of portable fire extinguishers at City Hall.
- Spoke with NCDOL Safety Awards Coordinator regarding this year's safety awards banquet. NC Department of Labor Awards banquet is tentatively scheduled for May 2 at Lane Tree Country Club in Goldsboro.
- Scheduled Distracted driver training for April 25<sup>th</sup>.

This month's health beat focused on Hearing Conservation, CPR, and Fit Testing. There were 40 clinic visits. Five random non-DOT drug screens were performed and one breathalyzer: all negative. There were two DOT randoms and one breathalyzer – also negative. There was one post-accident drug screen (non-DOT; negative).

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	348	320	346										338
New Hires*	11	7	1										6
Separations*	3	3	6										3
Vehicle Accidents	7	4	6										6
Workers Compensation	2	4	3										3

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	264	247	266	204	274	231	398	346	230	256	244	219	265
New Hires*	9	2	3	2	2	5	7	8	1	1	4	2	4
Separations*	3	3	3	4	7	3	6	4	5	2	4	9	4
Vehicle Accidents	3	0	1	3	2	6	8	3	3	5	7	5	4
Workers Compensation	2	0	3	1	1	2	2	0	0	2	0	1	1

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

- Due to the lack of a quorum, the scheduled Commission on Community Relations and Development meeting for Tuesday, March 12, 2019 was adjourned with no official business discussed. The next scheduled meeting is Tuesday, May 14, 2019 at 6:00 pm.
- The Department received five (5) housing complaints and three (3) request for assistance. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: two (2) alleged improper eviction notices; one (1) alleged housing discrimination, two (2) structural and electrical/plumbing issues of rental properties; and three (3) request for assistance related to mental health; an airmen seeking affordable housing options; and senior services. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Department facilitated the 45th Annual Human Relations Awards Banquet on Friday, March 22, 2019 at the Goldsboro Event Center. A special part of the Banquet was the presentation of 13 trophies to students from various public schools in Wayne County for their posters or essays submitted for the 2019 Human Relations' Poster and Essay Contest. Over 100 students submitted posters or essays to artistically speak to the values of unity in diversity – the importance of understanding and embracing cultural differences to serve humanity.

During the Banquet, recipients within three (3) award categories individual, civic organization and business & industry were honored for contributing to positive human relations. The recipients were chosen over all other nominees for their outstanding contributions to promote social, racial and economic fairness, and to enhance the dignity of all people.

- On March 30, 2019 at the Goldsboro Event Center, the Department facilitated the Annual Interfaith Breakfast. The theme for the Interfaith Breakfast was “*Building Bridges of Understanding and Respect Between People of all Beliefs*”. It was an opportunity to promote unity between all leaders in our communities and for leaders of the faith-based community to provide a religious message that fosters community building, inclusiveness, and togetherness for all.
- The Goldsboro Mayor's Youth Council (GYC) met on March 6<sup>th</sup> & 20<sup>th</sup>, 2019. The next scheduled meetings are Wednesday, May 1<sup>st</sup> & 15<sup>th</sup>, 2019 at 7:00 pm.
- The Mayor's Committee for Persons with Disabilities met on March 14<sup>th</sup>, 21<sup>st</sup>, & 26<sup>st</sup>, 2019 to finalize the upcoming 23<sup>rd</sup> Annual Mayor's Disability Walk scheduled for May 1, 2019 at 10:00 am at St. Paul United Methodist Church. The next scheduled meeting is Thursday, May 16, 2019 at 12:00 pm.
- On March 23, 2019 at The Grand At Day Point, the Department hosted a Job and Career Development Fair for the residents within the Southside of Slocumb Street. Employers and Career Specialists from Wayne Community College, Goldsboro Fire Department, Mount Olive Pickle, and Eastpointe were on location to discuss job opportunities and to help evaluate career options.

2019 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	1	4	5										3
Consumer & Others	3	4	3										3
2018 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5	5	9	3	2	3	1	3	0	9	0	1	3
Consumer	1	2	0	0	3	2	9	10	2	5	7	2	4



Monthly Report- March 2019

Prepared by: Stephanie Slusser, Interim Director and Service Coordinator

- Sherry Archibald's last day was March 7, at which point Stephanie Slusser became Interim Director. Adam Twiss, incoming Director, started part-time. He will begin full-time in May.
- Mike Wiley presented *The Fire of Freedom* to all WCPS 3<sup>rd</sup> Graders, and *We Could Be Heroes*, his call to action for the arts in education, to GHS and WSE students and community members. This project was a partnership between the Paramount Theatre Foundation, the Community Relations Department, the Wayne County BOE, and the Omega Psi Phi Fraternity.
- Gina Chavez was part of the Performing Arts Series on March 7. With a grassroots grant from the Arts Council of Wayne County, 60 students from WCC were able to attend at no charge.
- The Paramount collaborated with the United Way of Wayne County for the annual "Fill the Seats" food drive, benefitting poor and homeless in Wayne County.
- Ronald K. Brown's Evidence Dance Company was part of the Performing Arts Series on March 29. Evidence conducted a class with dance students at Carver Heights Elementary and a community class with students from local dance studios and community members.
- Venue rentals included StageStruck, James Gregory, Goldsboro Ballet, and Dr. Matt Wilding.
- Paramount staff participated in the following meetings, presentations or training: Leadership Wayne, COG Communications Team meeting, Chamber of Commerce Legislative Meet & Greet, DGDC Promotions Committee, Arts NC Arts Day.
- Expenses - \$ 68,434.59      Labor - \$40,683.35 /Operational - \$27,751.24  
Revenue - \$15,347.03      Rentals - \$12,807.50 /Tickets \$2,472.80 /Concession \$66.73

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$34,447	\$33,393	\$68,435											\$67,840
Rev	\$12,993	\$13,259	\$15,347											\$26,252
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$32,968	\$25,012	\$48,050	\$39,962	\$32,137	\$24,298	\$55,630	\$40,550	\$68,803	\$42,545	\$40,161	\$32,024	\$40,178	\$482,140
Rev	\$16,549	\$7,471	\$35,001	\$8,954	\$15,408	\$11,597	\$6,293	\$17,910	\$332	\$5,741	\$23,896	\$16,954	\$14,995	\$179,948

\*August 2018 revenue reflects box office fees transferred from 2017/2018 fiscal year. Sept. 18 expense includes repairs to exterior building



- The Goldsboro Event Center was utilized for 13 events in March including golf uses, the Goldsboro Veterans Resource Assistance Clinic, the Empower Foundation Gala, City Manager interviews, the Human Relations Banquet, the Interfaith Breakfast, and private events. 9 of the 13 uses were internal City or allotted County uses; therefore, non-income producing.
- GEC staff has been working on improvements to the interior and exterior to include internal painting and external power-washing.
- GEC Staff began work on official rental partner contracts with Paramount and Downtown Goldsboro to create wedding rental packages (part of the COG Strategic Plan objectives).
- Expenses- \$ 13,459.03      Labor - \$8,228.82 /Operational - \$5,230.21  
Revenues- \$ 11,475.20      Rentals - \$10,578.11 /Concessions- \$897.09

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$9,198	\$8,624	\$13,459											\$9,198
Rev	\$4,645	\$7,204	\$11,475											\$4,645
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$5,379	\$7,310	\$14,096	\$14,484	\$7,852	\$7,072	\$9,083	\$11,367	\$7,815	\$16,427	\$8,760	\$10,306	\$9,995	\$119,951
Rev	\$2,890	\$5,556	\$7,526	\$15,201	\$9,980	\$4,309	\$7,971	\$7,131	\$2,143	\$10,781	\$3,326	\$5,224	\$6,836	\$82,038



# Goldsboro Inspections Department

## Monthly Report – Mar 2019

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of March totaled \$6,047,828. Three (3) of these permits were new residential single-family dwellings at a valuation of \$599,000.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$2,102,771.

All permit fees collected for the month totaled \$48,241. Of the permit fees collected for the month, \$3,360 was collected in technology fees. Plan review fees collected during the month totaled \$750. Business Registration fees collected totaled \$935.

The Inspectors did a total of 531 inspections for the month. During the month of March seven (7) business inspections were completed. A total of 270 permits were issued for the month. Sixty-six (66) plan reviews were completed for March. We now have a total of 102 residential structures in the Minimum Housing Process and 4 commercial structures in the Demolition by Neglect Process.

<b>2019</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$2	\$14	\$6										\$7
Residential (thousands)	\$805	\$1063	\$599										\$822
Miscellaneous**(millions)	\$5	\$2	\$2										\$3
Permit Fees (thousands)	\$34	\$40	\$48										\$41
Inspections (total)	614	603	531										583
Permits Issued (total)	296	296	270										287
Plan Reviews Completed	39	47	66										51
Minimum Housing in Process	171	99	102										124
<b>2018</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$10	\$13	\$3	\$5	\$5	\$2	\$5	\$6	\$3	\$5	\$12	\$6	\$6
Residential (thousands)	\$848	\$518	\$1345	\$786	\$1389	\$1589	\$1000	\$1734	\$120	\$207	\$246	\$807	\$882
Miscellaneous**(millions)	\$2	\$2	\$2	\$3	\$2	\$1	\$2	\$2	\$1	\$1	\$2	\$1	\$2
Permit Fees (thousands)	\$31	\$33	\$30	\$31	\$48	\$51	\$65	\$60	\$21	\$41	\$49	\$21	\$40
Inspections (total)	524	539	544	564	582	692	675	659	345	589	516	373	550
Permits Issued (total)	258	263	284	295	418	351	344	373	279	326	258	226	306
Plan Reviews Completed	75	41	52	74	85	39	42	67	51	85	39	50	58
Minimum Housing in Process	163	163	143	152	152	152	161	161	161	161	163	171	159

**Downtown Development Department  
March 2019**

**Prepared By: Julie Metz, Director**

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

- Staff continued to work through TIGER VIII developments and draft plans for the streetscape project with TA Loving.
- Staff met with (or conversed by email/phone) 8 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited current downtown businesses 23 different times.
- Julie continued to work on strategic planning and attended several meetings throughout the month.
- Julie worked on the Wayfinding Signage Bid Package related to the TIGER grant.
- Julie worked to finalize the paper grant agreement for the Tiger VIII grant for the City and USDOT.
- Staff worked through the completion of Rehab Development agreements with City and County attorneys.

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

- Staff created ads for Go, Buzz, 107.9, digital billboards and News-Argus for upcoming downtown events.
- Staff attended multiple Merchants Association meetings throughout the month.
- Staff hosted the Small Business Center in Downtown event on the first Monday of the month.
- Staff attended Grow Goldsboro's Planning Meeting on March 4<sup>th</sup>.
- Staff attended the Merchant's Association meeting on March 5<sup>th</sup>.
- Staff attended the County Commissioner's Meeting on March 5<sup>th</sup> to present the Economic Development Project and requested the Commissioner's execution of the three-party, City/County/WNB LLC agreement.
- Staff attended and helped facilitate a Farewell Celebration for Sherry Archibald on March 6<sup>th</sup>.
- Staff administered interviews for the Adaptive Reuse of Union Station on March 11<sup>th</sup>.
- Staff attended the Main Street Conference in Salisbury, NC March 12<sup>th</sup> – 14<sup>th</sup>.
- Erin presented at the SJAFB Newcomer's Orientation on March 19<sup>th</sup>.
- Staff attended the YMCA Roles and Responsibilities workshop on March 19<sup>th</sup>.
- Julie presented at the Rotary Club of Raleigh on March 25<sup>th</sup>.
- Staff attended the Travel & Tourism Board Meeting on March 27<sup>th</sup>.
- Julie presented at the Urban and Regional Planning SPAN Banquet at ECU on March 29<sup>th</sup>.

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

- Staff facilitated and attended the following monthly meetings: DGDC Board (03/20), DGDC Executive Committee (03/19), DGDC Design (03/18), DGDC EV (03/18), DGDC Promotions (03/18) and Org. Work Plan (03/18).
- Staff assisted the DGDC with their work on the 2019 Annual Sponsorship Campaign.
- Staff facilitated a Main Street Debriefing meeting on March 22<sup>nd</sup>.
- Staff helped assist the DGDC with 3 DGDC board room rentals throughout the month.
- Staff worked with committees on the 2019 Work Plan development.

**Upcoming Events/Activities:**

- Kiss the Pig April 5<sup>th</sup>
- The Flying Folly Bar Crawl April 27<sup>th</sup>
- Center Street Jam Kickoff Concert with Jim Quick & Coastline May 2<sup>nd</sup>

**Businesses Opening/Properties Purchased:**

- Southern Rebel continued relocating to 118 S. Center Street.
- Cosa Bella held their grand opening at 119 N. Center Street on March 16<sup>th</sup>.
- The Picket Fence held their grand opening at 121 S. Center Street on March 16<sup>th</sup>.
- Brisas Latin Cuisine opened at 108 N. Center Street.
- Nashona Boutique moved from 121 N. Center Street to 102 E. Walnut Street.

**Other:**

- Downtown Goldsboro's Facebook page followers/likes grew from 10,176 to 10,241 in the month of March.

# Information Technology

## Monthly Report – March 2019

Prepared by: Patricia Wischmann

- Testing text based distribution lists and automated “Chat Bot” for citizen engagement.
- Trained departments on how to use and add to “Chat Bot”.
- Upgraded audio system in the Large Conference room to improve broadcasted audio.
- Installed and configured multiple devices and sites to improve City networking.
- Installed Multi-Function Devices for Paramount and Planning.
- Set up folder system and access to simplify and streamline budget for all city departments.
- Upgraded virus protection to improve security for remote users.
- Recorded Child Abuse Prevention Ceremony.
- Recorded video of Inspections for City of Goldsboro Journey.

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	662	536	546										
Tickets Closed	551	467	575										

2018	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	578	535	568	494	408	458	494	572	538	677	560	386	524
Tickets Closed	504	544	648	496	389	468	451	656	514	614	573	361	520

## Monthly Highlights

**D&C:** Responded to 11 after hour calls for a total of 19 hours. Repainted 134 fire hydrants. Raised four sanitary sewer manholes behind New Hope Lift Station to above flood elevations.

**Streets & Storms:** Regraded unpaved section of N Slocumb St.; Repaired low roadway shoulder of 1300 block of Slocumb St.; Repaired two cave-ins and mowed 12 ditches for a total of 11,734 linear ft.; Jet-Vaced 375 linear ft of stormdrain pipe and vacuumed/cleaned five catch basins.; Replaced three driveway aprons; within Stoney Creek Park: swiped out ditches, cut back overgrowth from woodline, removed downed trees.

**Bldg. & Grounds:** Removed Christmas lights from Center Street; moved CAT 6 cables at Fire/PD complex; Converted 30+ internal lights to LED at WRF; Repaired two and replaced one exhaust fan at Compost Plant; Custom made 15 signs for Parks and Recreation

Departments		2019												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	8.7	8.0	9.8										8.8
	Lines Camera'd (1000-ft)	10.8	11.3	9.8										10.6
	Water Repairs	27	20	16										21.0
	Sewer Repairs	31	7	9										15.7
	Hydrants Replaced/Fixed	37	16	19										24.0
	Meter Install/Changed	102	63	56										73.7
Bldg & Grounds Maint.	Radio, Electrical, Bldg	260	219	202										227.0
	Sign Repairs	48	72	48										56.0
	ROW Mowing (ac)	10	0	0										3.3
	City-Owned Lots Mowing (ac)	0	0	0										0.0
Garage	Total Work Orders	365	309	276										316.7
	Total Fuel Cost (x1000)	\$ 61	\$ 53	\$ 55										56.3
Solid Waste	Refuse (x1000 tons)	1.0	0.7	0.8										0.9
	Recyclables (tons)	13	78	83										58.2
	Leaf-n-Limbs (x1000 tons)	0.8	0.6	0.7										0.7
Cemetery Funerals		4	4	7										5.0
Street & Storm	Utility Cut Repairs	15	12	10										12.3
	Pot Hole Repairs	56	49	52										52.3
	Streets Swept (miles)	110	143	135										129.3
2018														
Distribution & Collections	Utility Line Maint (1000-ft)	7.4	2.9	4.0	24.0	19.0	26.3	27.5	13.2	12.8	14.7	6.8	2.7	13.4
	Lines Camera'd (1000-ft)	5.1	3.3	4.6	9.5	12.5	10.3	9.3	13.2	7.3	15.5	7.7	10.8	9.1
	Water Repairs	87	25	25	45	47	64	71	34	21	27	52	14	42.7
	Sewer Repairs	4	14	9	12	20	13	17	14	8	22	6	5	12.0
	Hydrants Replaced/Fixed	3	32	38	45	42	23	30	26	32	9	12	10	25.2
	Meter Install/Changed	25	32	28	36	49	76	60	61	87	78	66	54	54.3
Bldg Maint.	Radio, Electrical, Bldg	225	195	167	224	268	204	158	150	127	204	206	171	191.6
	Sign Repairs	43	72	51	70	13	77	36	61	28	89	52	16	50.7
Garage	Total Work Orders	360	341	322	366	337	316	299	362	313	456	277	277	335.5
	Total Fuel Cost (x1000)	\$ 55	\$ 47	\$ 55	\$ 55	\$ 60	\$ 60	\$ 60	\$ 70	\$ 52	\$ 71	\$ 52	\$ 49	57.2
Solid Waste	Refuse (x1000 tons)	0.9	0.8	0.8	0.9	1.0	0.9	0.9	1.0	0.9	1.0	0.8	1.0	0.9
	Recyclables (tons)	102	107	82	101	59	93	79	94	111	0	0	0	68.9
	Leaf-n-Limbs (x1000 tons)	0.5	0.7	0.8	1.1	0.8	0.9	0.9	0.8	2.0	2.0	0.9	1.1	1.0
Cemetery Funerals		8	9	6	8	5	6	6	6	7	10	3	7	6.8
Streets & Stormwater	Utility Cut Repairs	0	14	10	12	30	37	23	11	4	32	12	8	16.1
	Pot Hole Repairs	45	82	50	20	45	25	61	43	14	43	18	63	42.4
	Streets Swept (miles)	82.5	229	171	229	197	143	192	145	198	170	135	110	166.8
	ROW Mowing (ac)	0	0	3	8.0	68.9	167.0	16.6	29.0	48.0	59.1	6.5	0	33.8
	City-Owned Lots Mowing	0	0	0	135	318	410	159	187	110	85	54	15	122.8

## Public Utilities Department

### **Monthly Report- March 2019**

Prepared by: Michael Wagner



#### Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for March were 12.22 MGD. High flows continue to be a concern with compliance and future infrastructure needs. The river is dropping, but the average flows for 2019 added to 1.2 MGD in obligated flow not yet tributary, puts the WRF at 92% capacity. All of the city's 26 pump stations are operating well, but communications are quickly deteriorating with outdated radios and programming.

#### Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. Roof repairs are in the RFP stages following Hurricane Florence and mitigation measures are being explored.

#### Compost Facility

Three hundred and ninety cubic yards of compost/mulch was sold in March 2019.

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


2019 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.206	6.053	6.016										6.091
Sewer**	11.66	11.76	12.22										11.88
CY Compost	52	319	390										254

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

2018 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.625	6.232	6.262	6.017	6.303	6.83	6.632	6.727	6.149	6.692	6.374	6.027	6.405
Sewer**	7.66	10.45	9.97	9.41	10.77	7.83	6.71	11.50	17.46	10.54	11.48	13.97	10.64
CY Compost	395	876	686	913	951	910	220	604	157	144	233	238	527

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



			<b>Finance Department</b> <b>Monthly Report - March 2019</b>			
Prepared by: <i>Andrea Thompson</i> , Assistant Finance Director						
<b>FY 2018-19</b>						
<b>GENERAL FUND</b>						
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
Tax Revenues			\$ 15,081,381	\$ 16,432,843	\$ 15,144,115	92.16%
License & Permits			264,960	382,650	303,903	79.42%
Revenue Other Agencies			17,517,592	19,390,876	13,878,017	71.57%
Charges for Services			3,426,221	10,992,084	3,476,578	31.63%
Capital Returns			191,160	563,884	1,872,457	332.06%
Miscellaneous Revenues			223,363	1,201,500	208,562	17.36%
FB Withdrawal/PO Appropriation				2,487,402		
Total			\$ 36,704,677	\$ 51,451,239	\$ 34,883,634	67.80%
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
Mayor/Council			\$ 284,313	\$ 364,275	\$ 243,751	66.91%
City Manager			602,034	1,404,615	668,972	47.63%
Human Resources Management			451,949	596,154	445,940	74.80%
Community Relations			132,067	161,085	135,600	84.18%
Paramount Theater			331,904	508,333	416,007	81.84%
Goldsboro Event Center			98,188	165,061	95,041	57.58%
Inspections			725,920	831,196	474,465	57.08%
Downtown Development			245,616	459,764	262,551	57.11%
Information Technology			918,993	2,161,817	1,692,718	78.30%
Public Works - Adm.			302,294	473,747	352,288	74.36%
Garage			1,573,166	2,308,330	1,771,315	76.74%
Garage Credits			(824,034)	(1,680,000)	(1,008,381)	60.02%
Building & Grounds			439,796	771,779	572,363	74.16%
Cemetery			238,445	329,995	228,595	69.27%
Finance			1,009,343	1,312,841	1,018,656	77.59%
Office Supplies Credits			(4,828)	(9,000)	(4,647)	51.64%
Planning & Redevelopment			798,285	1,530,223	806,246	52.69%
Postage Credits			(12,702)	(30,000)	(10,446)	34.82%
Streets & Storms - General			1,216,082	1,130,103	839,990	74.33%
Streets & Storms - Utilities			412,030	732,507	412,327	56.29%
Street Paving			82,044			0.00%
Solid Waste			2,240,165	2,960,194	2,310,889	78.07%
Engineering			731,201	992,718	684,455	68.95%
Fire Department			6,120,289	6,317,039	4,838,699	76.60%
Police Department			7,016,140	15,617,531	8,285,260	53.05%
Special Expense Fees			6,771,787	6,270,000	4,399,499	70.17%
Parks & Recreation			2,524,542	4,744,104	2,843,158	59.93%
Golf Course			510,258	1,026,839	799,136	77.82%
Total			\$ 34,935,287	\$ 51,451,249	\$ 33,574,447	65.25%

<b>UTILITY FUND</b>						
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Charges for Services		\$ 11,810,247	\$ 16,778,500	\$ 11,967,717	71.33%
	Capital Returns		25,879	37,900	78,089	206.04%
	Miscellaneous Revenues		2,364,977	5,409,333	3,566,255	65.93%
	FB Withdrawal/PO Appropriation		\$ -	\$ 2,136,177		0.00%
	Total		\$ 14,201,103	\$ 24,361,910	\$ 15,612,060	64.08%
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Distribution & Collections		\$ 2,692,975	\$ 3,600,782	\$ 2,610,422	72.50%
	Water Treatment Plant		2,767,755	6,035,271	3,772,983	62.52%
	Water Reclamation Plant		3,417,213	7,457,465	4,755,976	63.77%
	UF - Capital		3,297,112	6,135,889	3,143,158	51.23%
	Compost Facility		645,334	1,132,503	852,767	75.30%
	Total		\$ 12,820,389	\$ 24,361,910	\$ 15,135,306	62.13%
<b>DOWNTOWN DISTRICT FUND</b>						
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Tax Revenues		\$ 64,407	\$ 72,155	\$ 68,689	95.20%
	Capital Revenue		339	315	1,001	317.85%
	FB Withdrawal/PO Appropriation			35,366	\$ 384	1.09%
	Total		64,746	107,836	70,074	64.98%
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Spent</b>
	Downtown District		\$ 19,776	\$ 107,836	\$ 36,624	33.96%
	Total		\$ 19,776	\$ 107,836	\$ 36,624	33.96%
<b>OCCUPANCY TAX FUND</b>						
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Occupancy Tax/Civic Center		\$ 454,987	\$ 690,000	\$ 538,222	78.00%
	Occupancy Tax/Travel & Tourism		115,834	170,000	145,026	85.31%
	County of Wayne Occupancy Tax		160,830	170,000	112,429	66.13%
	Capital Returns/Misc./Property Sale		\$ 6,970	\$ 29,641	\$ 72,173	0.00%
	FB Withdrawal/PO Appropriation			\$ 128,501		
	Total		\$ 738,621	\$ 1,188,142	\$ 867,850	73.04%
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Civic Center		\$ 1,151,218	\$ 818,261	\$ 635,415	77.65%
	Travel & Tourism		290,887	369,881	292,893	79.19%
	Total		\$ 1,442,105	\$ 1,188,142	\$ 928,309	78.13%

<b>STORMWATER FUND</b>						
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Collected</b>
	Stormwater Fee		\$ 426,295	\$ 1,512,900	\$ 1,114,772	73.68%
	FB Withdrawal/PO Appropriation			10,861		
	Total		426,295	1,523,761	1,114,772	73.16%
			<b>Actual</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>			<b>FY '17-18</b>	<b>FY '18-19</b>	<b>FY '18-19</b>	<b>Spent</b>
	Stormwater Division		\$ 418,020	\$ 1,523,761	\$ 767,653	50.38%
	Total		\$ 418,020	\$ 1,523,761	\$ 767,653	50.38%

**PLANNING DEPARTMENT**  
**MONTHLY REPORT – March 2019**  
 Prepared by: Debra Creighton

General Tasks

During the month of March, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. The City received 4 hours of Community Service work during the month of March. Code Enforcement is now issuing \$25.00 parking violation tickets within the downtown area or upon notification elsewhere in the City. During the month of March, eleven (11) tickets were issued.

Parked in Wrong Direction	11
Parked in Proximity to Fire Hydrant	0
Parked in a Prohibited Area (No Parking Zone)	0
Other (Bus Loading Zone, Crosswalk, Sidewalk)	0

**2019**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	3	6	6										15	5
Historic District Comm. Cases	0/1	0/1	2/1										2/3	2/1
<b>Code Enforcement</b>														
Grass Cutting	0	0	0										0	0
Junk Vehicles Tagged/Towed	4	4	3										11	4
Illegal Signs Removed	444	79	30										553	184
<b>Bags of Litter Picked Up</b>	388	551	602										1541	514

**2018**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	5	6	5	3	7	4	7	7	8	4	5	3	64	6
Historic District Comm. Cases	2/1	2/1	1/1	1/0	0/2	2/0	1/2	1/2	1/2	0/0	1/1	0/0	12/12	1/1
<b>Code Enforcement</b>														
Grass Cutting	0	0	0	0	102/ \$6,100	69/ \$4,540	65/ \$3,775	79/ \$4,400	94/ \$5,590	74/ \$4,377	0	0	483/ \$28,782	80/ \$4,797
Junk Vehicles Tagged/Towed	30/1	22/2	23/3	16/5	21/3	20/5	18/3	0/0	35	18/0	0/28	2/4	170/31	15/3
Illegal Signs Removed	130	127	110	56	85	92	61	62	297	103	336	42	1239	103
<b>Bags of Litter Picked Up</b>	331	473	583	316	552	437	319	394	321	399	283	173	4557	379



**ENGINEERING DEPARTMENT  
MONTHLY REPORT – MARCH 2019**

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

**Stoney Creek Greenway**

- Staff is awaiting authorization to construct from NCDOT;
- Project manual and final estimate are 90% complete.

**Phase IV Sewer Collection Rehabilitation**

- T. A. Loving Company is currently performing pipe bursting and CCTV work for sections of sanitary sewer line;
- Contract completion date is November 26, 2019.

**Center/Holly Street Water Tank Painting**

- The low bid was submitted by Utility Service Company at the bid opening held on March 19<sup>th</sup>;
- Staff will make a recommendation at the April 1<sup>st</sup> City Council meeting to award contract to Utility Service Company for \$1,040,200.

**SJAFB Sewer Outfall Improvements**

- Staff is coordinating having the sewer line CCTV work completed to determine if sewer line can be lined using CIPP;
- Staff is waiting on a quote from the Phase IV Sewer Collection Rehabilitation contractor, T. A. Loving Company.

**Glenwood Trail Storm Drain Replacement Project**

- Project is complete and final payment is scheduled for April 5th.

**2018 Street Improvement Project**

- This paving project includes Oak Hill Drive from North Berkeley Boulevard to Green Drive and East Chestnut Street from South Slocumb Street to South Leslie Street;
- Design phase is complete;
- The City Attorney is coordinating the acquisition of the required additional right of way.

**2018 Street Resurfacing**

- Railroad encroachment application has been submitted;
- Contract completion date is May 6, 2019, but will be adjusted due to railroad encroachment permit delays;
- Project is 75% complete.

**2018 Wastewater Collection System Rehabilitation Project**

- City Council awarded contract to Herring-Rivenbark, Inc. for the low bid of \$603,224.00;
- Project is 15% complete.

**2018 Virginia Street Storm Sewer Improvements**

- On March 18<sup>th</sup> City Council rejected all bids;
- City Council requested staff to look into the purchase of the two properties affected.

**Ash Street/Alabama Avenue Sidewalk**

- Preliminary construction plans have been started;
- Duke Energy has been contacted to relocate needed poles.
- Anticipated bid date will be determined once NCDOT completes installation of handicap ramps along Ash Street.

**Best Management Practices (BMPs) Inspections**

- Approximately 300 BMPs have been approved and 254 BMPs have been constructed to date;
- All BMP inspections have been completed through the month March 2019.



# Goldsboro Fire Department

## Monthly Report – March 2019

Report Prepared By: Joseph Dixon JD/CL

### Fire Prevention and Outreach

- 3/1 – Community Service – Car Seat Safety Check – Station 3
- 3/4 – Station Tour – Princeton High School – Station 5
- 3/6, 3/8, 3/20 – Community Service – Car Seat Safety Check – Station 2
- 3/6 – Public Education – U.S. Navy – Station 1
- 3/11 – Community Service – Reading Program – Carver Heights Elementary
- 3/17 – Station Tour – Station 1
- 3/20 – Station Tour – Station 1
- 3/23 – Public Education - The Grand at Day Point – Career Development Fair
- 3/28 – Public Education – Brogden Middle School – Career Development Fair

### Working Structure Fires

- 3/5 – 519 Forest Hill Dr
- 3/12 - 913 Carver Dr #B

### Working Vehicle Fires

- 3/15 – 107 Country Day Rd
- 3/17 – 326 N Alabama Ave
- 3/29 – 209 E Vine St
- 3/31 – 406 W Grantham St

<u>2019</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
<b>Total Incidents:</b>	196	191	203										197
<b>Structure Fires:</b>	5	3	2										3
<b>EMS Calls:</b>	72	84	79										78
<b>Vehicle Accidents:</b>	27	30	40										32
<b>Fire Alarms:</b>	33	33	29										32
<b>Other:</b>	59	41	53										51
<b>Training Hours:</b>	3122	3211	3263										3199
<b>Safety Car Seat Checks:</b>	3	8	5										5
<b>Inspections:</b>	94	86	123										101
<u>2018</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
<b>Total Incidents:</b>	234	165	196	197	222	182	195	229	375	223	205	197	218
<b>Structure Fires:</b>	3	6	2	2	6	2	1	2	4	4	2	3	3
<b>EMS Calls:</b>	63	52	63	68	89	69	71	87	138	79	87	69	78
<b>Vehicle Accidents:</b>	49	22	39	27	38	34	38	31	36	34	41	29	35
<b>Fire Alarms:</b>	49	34	44	35	38	38	47	59	80	50	35	45	46
<b>Other:</b>	70	51	48	65	51	39	38	50	117	56	40	51	56
<b>Training Hours:</b>	2683	2871	2149	2172	1962	1878	2776	3228	1465	1909	2138	1163	2199
<b>Safety Car Seat Checks:</b>	2	10	10	9	10	4	3	8	3	11	6	11	7
<b>Inspections:</b>	52	67	68	95	102	106	99	142	64	19	69	65	79

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

# Goldsboro Police Department

## Monthly Report - March 2019

Report Prepared by: Michael D. West MDW/KB

Total IBR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft, arson and fraud) for March 2019 were 225 compared to 212 for February 2019.

Property with an estimated value of \$231,055 was reported stolen while property with an estimated value of \$100,503 was recovered.

Officers arrested 186 people and 555 citations were issued during the month. There were 66 drug -related charges.

There were 1 report(s) of assault on an officer.

Revenue collected for March 2019 included:

Police Reports	\$	486.00
Fingerprints	\$	180.00
Special Events	\$	75.00
Total	\$	741.00

IBR COMPARISON & TREND														
2019	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	0	0	0										0	0.0
Rape(&attempts)	1	0	0										1	0.3
Robbery	6	4	5										15	5.0
Aggravated Assault	7	8	10										25	8.3
Simple Assault	30	30	36										96	32.0
Breaking & Entering	33	31	24										88	29.3
Larceny	157	92	104										353	117.7
Motor Vehicle Theft	7	9	11										27	9.0
Arson	0	1	0										1	0.3
Fraud	24	37	35										96	32.0
<b>TOTALS</b>	265	212	225	0	0	0	0	0	0	0	0	0	702	234.0
2018	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	0	0	0	0	0	0	0	0	2	1	0	0	3	0.3
Rape(&attempts)	2	1	0	2	1	0	2	0	2	0	0	0	10	0.8
Robbery	1	10	7	5	4	6	6	5	2	2	3	8	59	4.9
Aggravated Assault	6	12	11	13	15	13	17	9	17	12	7	11	143	11.9
Simple Assault	34	29	55	34	32	32	24	46	43	25	24	41	419	34.9
Breaking & Entering	40	27	23	31	37	41	36	27	30	31	35	39	397	33.1
Larceny	129	115	126	134	132	121	127	110	107	96	108	142	1447	120.6
Motor Vehicle Theft	7	4	7	7	7	5	6	11	6	12	13	8	93	7.8
Arson	0	2	0	0	0	1	1	1	0	3	0	2	10	0.8
Fraud	46	33	22	34	42	38	42	35	25	34	23	34	408	34.0
<b>TOTALS</b>	265	233	251	260	270	257	261	244	234	216	213	285	2989	249.1

Prepared by: *Felicia L. Brown (J. Shockley)*

[illegible]

2018	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park and W A Foster Centers													
Program Revenue	\$3,906	\$3,821	\$2,091	\$3,153	\$2,899	\$12,306	\$18,807	\$8,450	\$815	\$400	\$0	\$2,497	\$4,929
Rental Revenue	\$1,610	\$1,385	\$4,572	\$3,927	\$2,625	\$2,647	\$3,660	\$4,660	\$2585	\$1195	\$1575	\$2,327	\$2,731
Facility Usage	11,813	10,235	11,470	13,633	10,862	10,576	9,700	9,415	5724	7335	8234	8719	9,810
Specialized Rec. and Senior Citizens, Pools													
Program Revenue	\$191	\$264	\$311	\$231	\$850	\$10,281	\$6,354	\$3,621	\$838.50	\$208	\$1670	\$214	\$2,086
Facility Usage	5,890	2,220	1,616	3,107	3,662	6,369	4,840	2,689	1090	1392	1423	1354	2,971
Athletics and Field Picnic Shelters, MSCX													
Program Revenue	\$1,500	\$2,430	\$1,560	\$195	\$920	\$3,880	\$2,197	\$2,960	\$0	\$3,690	\$2091	\$1,840	\$1,939
Field/Shelter Rental	\$0	\$60	\$0	\$1,165	\$1,250	\$1,480	\$1,120	\$1,310	\$1410	\$610	\$200	\$0	\$717
Facility Usage	3,459	9,382	3,605	5,315	9,725	4,867	7,890	9100	13,275	26,225	18645	10052	10,128
Golf Course													
Revenues	\$44,090	\$30,092	\$30,483	\$64,936	\$38,070	\$47,941	\$58,197	\$36,486	\$29,770	\$56,828	\$19,518	\$12,515	\$39,077
Expenditures	\$44,811	\$60,293	\$49,545	\$56,766	\$103,701	\$56,726	\$61,129	\$74,147	\$241,017	\$45,259	\$39,270	\$209,995	\$86,888
Special Events													
Sponsorships	\$1,500	\$0	\$	\$200	\$225	\$200	\$1,012	\$0	\$32,100	\$2000	\$42	\$1000	\$3,480
Attendance	0	0	2,000	215	50	215	315	160	12,662	1700	375	4650	1862
TOTAL REVENUE	\$52,797	\$38,052	\$39,017	\$73,807	\$46,839	\$78,735	\$91,347	\$57,488	\$67,519	\$64,931	\$25,097	\$20,395	\$54,669
TOTAL REVENUE FOR THE YEAR													\$656,024



**Travel & Tourism Department**  
**Monthly Report – March 2019**  
*Prepared by: Ashlin Glatthar*

- ♣ 3 inquiries were fulfilled for the month of March by the TTO— 171 incoming phone calls, 33 visitors to the office, and 153 e-inquiries.
- ♣ Total hotel revenue generated in February was \$1,795,855, which is up 33% YOY. March revenue not yet released.
- ♣ For the month, TTO Facebook page had 291 new page likes. Instagram page has 55 new followers. Twitter page has gained 14 new followers.
- ♣ On March 1<sup>st</sup>, TTO met with Our State Magazine to discuss marketing and partnerships moving forward in next FY.
- ♣ Ashlin continues to meet with SJAFB representatives for the Wings Over Wayne Air Show on a biweekly basis.
- ♣ TTO is planning to conduct several public tours for the Thursday and Friday leading into the air show weekend as a way for visitors and locals to have a more well-rounded experience of Goldsboro-Wayne County. Trial tours were held March 27<sup>th</sup> & 28<sup>th</sup> for hoteliers and city staff. The tour on the 27<sup>th</sup> was the History Tour and the BBQ Trail Tasting Tour was on the 28<sup>th</sup>. Both tours averaged 20 attendees and the feedback from surveys was very positive. TTO worked with various public and private sector partners to coordinate and execute these tours. Feedback and adjustments will be relayed for the tours next month during the week of the Air Show.
- ♣ Ashlin met with Chris Cavanaugh of Magellan Strategy Group, a tourism strategic planning firm based in Asheville, to discuss various planning options for TTO to focus on product development and strategic use of our resources to define Goldsboro-Wayne County as a destination where residents and visitors are proud to be.
- ♣ TTO submitted their proposed budget documents on March 18<sup>th</sup> for FY 2019-2020.
- ♣ TTO attended the Mike Wiley performance at Goldsboro High School on March 5<sup>th</sup>.
- ♣ Ashlin assisted the PIO to prospect PR Firms to explore the idea of the city utilizing the expertise of public relations experts to help craft a more positive narrative to overcome the negative stigma that exists among the public perception.
- ♣ Ashlin has been working to collect group travel reports from local hoteliers to compile data for the Maxwell Center and Bryan Multi-Sports Complex economic impact reports in their first operating year.
- ♣ On March 19-20, Ashlin attended the North Carolina Sports Association's Triannual Meeting in Hickory, NC to learn about the organizations efforts for marketing, tradeshow co-op opportunities in the fall, and to network with other sports destinations in the state to build rapport and references for when those destinations cannot accommodate a sporting event in their area.
- ♣ Ashlin attended the Friends of the Mountains to Sea Trail Conference & Gathering in Surf City, NC on March 22-24. This years conference focused on the Coastal Crescent development in ENC, which is a land route option that does not include Wayne County. Wayne County is still the paddle route option for the through-hikers. However, Ashlin is now restarting the conversation with city planners and parks & rec to reengage with NC Parks and Friends of the MST group to get the conversation going about furthering the development of the land route to compliment the Neuse River paddlers. A third of all through-hikers of the trail use the Neuse River.
- ♣ TTO used the last week of March to prepare for the trial tours and the Visit NC 365 Conference held in Wilmington the first week of April. The conference will have the opportunity for TTO to pitch to freelance travel writers from all over the country looking for fresh idea for their upcoming articles. Many of their focuses trended towards culinary and adventure, and TTO crafted messages around our BBQ heritage and SJAFB tours.

**Occupancy Tax Collections YTD**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
<b>2018-19</b>	\$76,448	\$71,981	\$72,429	\$89,311	\$85,534	\$49,108	\$104,633	\$73,949	\$59,855				<b>\$683,248</b>	<b>\$75,916</b>
<b>2017-18</b>	\$81,794	\$70,849	\$71,323	\$66,920	\$68,268	\$60,726	\$43,748	\$51,800	\$53,393	\$68,272	\$69,725	\$78,449	<b>\$785,269</b>	<b>\$65,439</b>
<b>2016-17</b>	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	\$75,368	\$68,577	\$64,312	\$64,218	<b>\$844,303</b>	<b>\$70,359</b>



# City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

## PROCLAMATION HONORING THE LIFE OF DOROTHY COTTON

WHEREAS, Dorothy Foreman Cotton, longtime civil rights icon and social justice advocate, was born in Goldsboro, NC; and

WHEREAS, Ms. Cotton was an American civil rights activist, who was a leader in the Civil Rights Movement and a member of the inner-circle of one of its main organizations, the Southern Christian Leadership Conference (SCLC); and

WHEREAS, beginning in the 1960's, Cotton was the educational director at the SCLC, where she worked alongside other civil rights icons and acted as an adviser to Martin Luther King, Jr.; and

WHEREAS, while at SCLC, Ms. Cotton ran the Citizenship Education Program, training the disenfranchised on the importance of political participation, voter registration, and nonviolent protest; and

WHEREAS, Ms. Cotton was known as a powerfully-motivating speaker, teacher and workshop facilitator who influenced and changed the lives of many people; and

WHEREAS, the Dorothy Cotton Jubilee Singers (DCJS) was founded in 2010 by Dr. Baruch Whitehead, associate professor of music education at Ithaca College, and is dedicated to the preservation of the "Negro Spirituals" often sung by Ms. Cotton as a way of relating the message about civil rights; and

WHEREAS, Dorothy Cotton passed away in Ithaca, New York on June 9, 2018 at the age of 88; and

WHEREAS, the members of the Dorothy Cotton Jubilee Singers will be honoring her legacy in the town of her birth and are planning a memorial celebration in her honor on Sunday, May 12th, 2019; and

NOW THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do respectfully honor the memory of Dorothy Cotton for the contributions she made to the civil rights movement.

WITNESS MY HAND and the corporate seal of the City of Goldsboro, North Carolina, this 15<sup>th</sup> day of April, 2019.



Chuck Allen  
Mayor