

**GOLDSBORO CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, APRIL 6, 2020**

*(Please turn off, or silence, all cellphones upon entering the Large Conference Room)*

**NC Gov. Cooper's Executive Order 121 restricts mass gatherings to 10 people or less due to COVID-19; therefore, public attendance of the Work Session and Council Meeting is restricted to those who are on the agenda or who would like to speak during the Public Comment Period. If you are speaking at the meeting, please enter the City Hall Annex front entrance and maintain social distance while waiting to enter the Large Conference Room one at a time. The meeting will be streamed live on the City's Facebook and YouTube pages at <https://www.goldsboronc.gov/mayor-of-goldsboro/city-council-minutes/>**

**I. WORK SESSION – 5:00 P.M. – CITY HALL ANNEX, 200 N. CENTER ST., ROOM 206**

**ADOPTION OF THE AGENDA**

**OLD BUSINESS**

A. Public Records Policy and Procedures Discussion (City Attorney)

**NEW BUSINESS**

**II. CALL TO ORDER – 7:00 P.M. – CITY HALL ANNEX, 200 N. CENTER ST., ROOM 206**

Invocation

Pledge of Allegiance

**III. ROLL CALL**

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

A.1 Minutes of the City Council Retreat on February 26-27, 2020

A.2 Minutes of the Work Session and Regular Meeting of March 2, 2020

**V. PRESENTATIONS**

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

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

B. CU-2-20 Rhodes Crematorium – The property is located on the northwest corner of Wayne Memorial Drive and Eighth Street (Planning)

C. Z-2-20 Simmons Business Park – West side of S. George Street between Cola Drive and Wayne Avenue (I-2 to GBCD) (Planning)

D. SITE-4-20 – Wall Recycling, LLC (Fencing Modification) (Planning)

E. Street Dedication – Harry Ivey Drive (Planning)

F. Amendment to the Water Sales Agreement Between the City of Goldsboro and Southeastern Wayne Sanitary District (Public Utilities)

G. Advisory Board and Commission Appointments (City Clerk)

H. Formal Adoption of a Resolution in Memory of John M. Bell

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

- I. Change Orders No. 15, 16, 21, and 22 - Phase IV Sewer Collection Rehabilitation - Formal Bid No. 2018-004 (Engineering)
- J. Contract Award – 2020 Street Paving Improvements Project Formal Bid No. 2020-001 (Engineering)
- K. Public Comment Period Policy Amendment (City Manager)

**IX. CITY MANAGER’S REPORT**

**X. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS (\*Motion/Second)**

- L. Resolution Expressing Appreciation for Services Rendered by Christopher Sauls as an Employee of the City of Goldsboro For More Than 21 Years
- M. Child Abuse Prevention Month Proclamation
- N. Week of the Young Child Proclamation
- O. Re-Entry Week Proclamation

**XI. CLOSED SESSION**

**XII. ADJOURN**

MINUTES OF THE ANNUAL RETREAT OF MAYOR AND CITY COUNCIL HELD  
FEBRUARY 26-27, 2020

**FEBRUARY 26, 2020**

The Mayor and Council of the City of Goldsboro, North Carolina, for their Annual Retreat beginning February 26, 2020 at 8:30 a.m. at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro, North Carolina with attendance as follows for February 26, 2020:

Councilmembers Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bill Broadaway  
Councilmember Antonio Williams  
Councilmember Taj Polack  
Councilmember Brandi Matthews  
Councilmember David Ham  
Councilmember Gene Aycock

Others Present: Tim Salmon, City Manager  
Melissa Capps, City Clerk  
Randy Guthrie, Assistant City Manager  
LaToya Henry, Public Information Officer  
Octavius Murphy, Assistant to the City Manager  
Jennifer Collins, Planning Director  
Mike West, Police Chief  
Scott Williams, IT Director  
Felicia Brown, Interim P&R Director  
Mike Wagner, Public Utilities Director  
Rick Fletcher, Public Works Director  
Chad Edge, Deputy Public Works Director- Operations  
Joe Dixon, Fire Chief  
Allen Anderson, Chief Building Inspector  
Bernadette Dove, HR Director  
Shycole Simpson-Carter, Community Relations Director  
Catherine Gwynn, Finance Director  
Ashlin Glatthar, Travel & Tourism Director  
Marty Anderson, City Engineer  
Adam Twiss, Paramount Theatre and Event Center Director  
Brad Hinnant, Assistant IT Director  
Erin Fonseca, Interim Downtown Development Director  
Ashlin Glatthar, Travel & Tourism Director (arrived at 10:50 a.m.)  
Bertha Johnson, City of Durham  
Eddie Fitzgerald, News Argus Reporter  
Carl Martin, Citizen  
Chretien Dumond, Citizen (arrived at 8:47 a.m.)

**Call to Order.** The meeting was called to order by Mayor Allen at 8:30 a.m.

**Adoption of the Agenda.** Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Ham and unanimously carried, Council adopted the agenda.

**Introduction to Strategic Plan – City of Durham.** Ms. Bertha Johnson, Director - Budget and Management Services, City of Durham shared information pertaining to the BMS Organizational Chart and how it all connects. Additional information presented included the following:

**Strategic Planning**

- Roadmap for translating long term vision into present and future organizational efforts

- Helps engage employees and anyone that lives, works, and plays in Durham with the long-term vision of the City
- Connects resources with long term vision to accomplish priorities

#### Our Vision

Durham is the leading city in providing an excellent and sustainable quality of life.

#### Our Mission

To provide quality services to make Durham a great place for people to live, work and play.

#### Our Goals

- Shared Economic Prosperity
- Creating a Safer Community Together
- Connected, Engaged, and Diverse Communities
- Innovative & High Performing Organization
- Sustainable, Natural, and Built Environment

#### Goal Teams: The key to progress

- Goal Champion
  - Department Director chosen by the City Manager
  - Ultimately in charge of the success of the goal
- Team Members
  - Approx. 10-15 people from relevant departments
  - From various levels of the organization
- Meet Quarterly
  - Review initiatives
  - Track Performance Measures
- Objective Sub-Groups
  - Meet every other month (or more) to discuss changes/updates

#### By the Numbers

- 5 Goals
- 18 Objectives
- 95 Initiatives
- 67 Performance Measures

#### Budget and Capital Improvement

- Budget and Strategy functions should be aligned.
- Budget requests should articulate alignment to the Strategic Plan.
- Prioritize budget request tied to the Strategic Plan.
- Budget process should include update on SP Initiatives and performance measures.
- CIP and Deferred maintenance objectives should be included in the SP.

#### Long Term Financial Planning

- Multi-Year Financial Plan
  - A financial planning tool used to forecast revenues and expenditures.
  - Funding for initiatives can be planned.

“A modeling tool that helps demonstrate the consequences of decisions, rather than a tool that makes the decisions.” —Tom Bonfield

#### Performance Measurement

- To use performance data to frame strategic discussions about the future
- To monitor, report and analyze data to make changes to operations throughout the year and to drive budget discussions.
- To use data to make operational, strategic and budget decisions, not anecdotal stories or “gut” feelings:

- The city is growing; therefore we need more firefighters, police officers, building inspectors.
  - Show the need with data... What will be different?
- Each department tracks performance data and reviews daily, weekly, or monthly depending on the type of measure.
- Departments discuss performance data quarterly with their Deputy City Manager.
- Departments provide performance updates to the City Manager twice a year as part of the budget process.
- Departments present to the City Council performance data during the annual budget presentations prior to budget adoption.

Ms. Johnson shared information regarding a resident survey the City of Durham did. Mayor Allen asked staff to pull the survey from the City of Durham's website and share with City Council.

**Strategic Plan Update.** Mr. Tim Salmon, City Manager shared the following information:

#### Strategic Direction

- Vision: An extraordinary, diverse citizen experience.
- Mission: The City provides services, promotes equality, and protects the well-being of all citizens for a better tomorrow.
- Goals:
  - Safe and Secure Community
  - Strong and Diverse Economy
  - Exceptional Quality of Life
  - Racial and Cultural Harmony
  - Excellence in Government
- Values:
  - Professionalism
  - Integrity
  - Customer-focused

❖ Developed by Council during 2017 Retreat

#### Strategic Direction – Proposed by City Manager

- Vision: An extraordinary, diverse ~~citizen~~ experience.
- Mission: The City provides services, promotes equality, and protects the well-being of all **residents and visitors to enhance our quality of life every day.**
- Goals:
  - Safe and Secure Community
  - Strong and Diverse Economy
  - Exceptional Quality of Life
  - Racial and Cultural Harmony
  - Excellence in Government
- Values:
  - Professionalism
  - Integrity
  - Customer-focused

Council ok with proposed changes to vision and mission statements.

#### Strategic Plan Metrics

- Assistant to the City Manager / Strategic Planner worked with directors and staff to develop our strategic metrics and targets (measures of performance)
  - Where are we at?
  - Where are we going?
  - How are we going to get there?
  - How do we know when we have arrived?
- Metrics will inform our planning, programming, budgeting, and execution (PPBE) cycle processes:
  - Planning: Identifies current and future requirements

- Programming: Aligns expected funding with validated requirements by prioritizing and balancing benefits and costs
- Budgeting: Preparing the financial details
- Execution: Analyzing spending to determine the best practices

Strategic Plan Dashboard  
 5 Goals; 24 Performance Measures



Mayor Allen requested a copy of the Parks and Recreation District 6 Master Plan (YMCA) to be forwarded to Council.

**Break – Council took a break from 9:47 a.m. to 10:00 a.m.**

**Six Month Financial Update.** Ms. Catherine Gwynn, Finance Director presented the following information:

General Fund – Collections  
 (Comparison to 1<sup>st</sup> Six Months 2018-19)

	<i><b>FY 2019-20</b></i>	<i><b>FY 2018-19</b></i>	<i><b>Difference</b></i>
Taxes	\$ 11,856,491	\$ 11,651,626	\$204,865
Permits	165,215	185,387	(\$20,172)
Utility Franchise	1,373,001	1,395,424	(\$22,423)
Refuse	1,646,290	1,479,121	\$167,169
Golf Course	285,986	213,317	\$72,669
Paramount	91,984	58,476	\$33,508
Investment Earnings	25,854	37,308	(\$11,454)
Recreation Fees	122,666	50,266	\$72,400
Sales Tax	3,873,401	4,403,324	(\$529,923)

General Fund Collections  
July – December 2019

	<i><b>Budget</b></i>	<i><b>Collections</b></i>	<i><b>% of Budget</b></i>
Taxes	16,924,894	11,856,491	70.05%
Licenses & Permits	385,888	165,215	42.81%
Revenues Other Agencies:			
Local Option Tax	9,813,576	3,873,401	39.47%
Utility Franchise Tax	2,933,850	1,373,001	46.80%
ABC Revenues	117,698	2,016	1.71%
Beer & Wine Taxes	154,916	-	0.00%
Powell Bill	918,925	909,163	98.94%
Service Fees from UF	2,869,532	1,434,766	50.00%
Grants/Other Revenues	2,100,066	361,351	17.21%
Total Taxes & Shared Revenues	18,908,563	7,953,698	42.06%

	<i><b>Adjusted Budget</b></i>	<i><b>Actual Collections</b></i>	<i><b>YTD % Collections</b></i>
Charges for Services:			
Refuse Services	\$ 3,296,933	\$ 1,646,290	49.93%
Cable TV	\$ 258,064	\$ 56,051	21.72%
Paramount Theater	\$ 171,048	\$ 91,984	53.78%
Recreation Fees	\$ 141,113	\$ 122,666	86.93%
Golf Course Fees	\$ 547,404	\$ 285,986	52.24%
Event Center	\$ 72,275	\$ 38,908	53.83%
Other Misc. Revenues	\$ 764,970	\$ 415,249	54.28%
<b>Total Sales &amp; Use Charges</b>	<b>\$ 5,251,807</b>	<b>\$ 2,657,134</b>	<b>50.59%</b>
Capital Returns & Misc. Revenue:			
Investment Earnings	\$ 65,707	\$ 18,828	28.65%
Loan Proceeds	\$ 1,169,396	\$ -	0.00%
Other Misc. Revenue	\$ 157,193	\$ 34,409	21.89%
Fund Balance Appropriated	\$ 2,153,848	\$ -	0.00%
<b>Total Capital Returns</b>	<b>\$ 3,546,144</b>	<b>\$ 53,237</b>	<b>1.50%</b>
<b>General Fund Revenue Totals</b>	<b>\$ 45,017,296</b>	<b>\$ 22,685,775</b>	<b>50.39%</b>

Stormwater Fund Collections  
2<sup>nd</sup> Qtr. - July – December 2019

	<i><b>Adjusted Budget</b></i>	<i><b>Actual Collections</b></i>	<i><b>YTD% Collections</b></i>
Stormwater Fee	\$ 1,467,481	\$ 767,592	52.31%
<b>Stormwater Fund Totals</b>	<b>\$ 1,467,481</b>	<b>\$ 767,592</b>	<b>52.31%</b>

Utility Fund – Collections  
(Comparison to 1<sup>st</sup> Six Months 2018-19)

	<i><b>FY 2019-20</b></i>	<i><b>FY 2018-19</b></i>	<i><b>Difference</b></i>
Current Water	\$ 3,572,501	\$ 3,063,607	\$ 508,894
Current Sewer	4,716,719	3,463,574	1,253,145
Late Payment Fees	192,375	155,497	36,878
Tap Fees	19,025	16,625	2,400
Compost Fees	20,067	25,200	(5,133)
Investment Earnings	13,705	39,622	(25,917)

Utility Fund Collections  
July – December 2019

	<i><b>Adjusted Budget</b></i>	<i><b>Actual Collections</b></i>	<i><b>YTD % Collections</b></i>
Charges for Services:			
Current Water Charges	\$ 6,416,258	\$ 3,572,501	55.68%
UF-SJAFOB	\$ 1,616,771	\$ 709,997	43.91%
Current Sewer Charges	\$ 7,749,831	\$ 4,716,719	60.86%
Late Payment/Svc. Fees	\$ 351,170	\$ 192,375	54.78%
Applied Deposits	\$ 203,633	\$ 24,604	12.08%
Reconnections Fees	\$ 15,195	\$ 890	5.86%
Water/Sewer Taps	\$ 35,794	\$ 19,025	53.15%
Compost Revenues	\$ 44,403	\$ 20,067	45.19%
BFP Fees/Insufficient Ck Penalty	\$ 4,000	\$ 1,296	32.40%
<b>Total Charges</b>	<b>\$ 16,437,055</b>	<b>\$ 9,257,474</b>	<b>56.32%</b>
Capital Returns & Misc. Revenue			
Investment Earnings	\$ 23,895	\$ 1,221	5.11%
AMI Loan	\$ 3,221,587	\$ 387,143	12.02%
Other Misc. Revenue	\$ 741,831	\$ 89,698	12.09%
<b>Total Capital Returns</b>	<b>\$ 3,987,313</b>	<b>\$ 478,062</b>	<b>11.99%</b>
<b>Utility Fund Revenue Totals</b>	<b>\$ 20,424,368</b>	<b>\$ 9,735,536</b>	<b>47.67%</b>

DGDC & Occupancy Tax Collections (Comparison to 1st Six Months 2018-19)

	<i><b>FY 2019-20</b></i>	<i><b>FY 2018-19</b></i>	<i><b>Difference</b></i>
<b><u>DGDC</u></b>			
Taxes	58,869	30,206	28,663
Investment Earnings	-	488	(488)
<b><u>Occupancy Tax</u></b>			
Tax Collections	601,269	539,716	61,553
Investment Earnings/Misc. Revenues	12,531	69,338	(56,807)

DGDC & Occupancy Tax Collections  
July – December 2019

	<i><b>Adjusted Budget</b></i>	<i><b>Actual Collections</b></i>	<i><b>YTD% Collections</b></i>
<b><u>DGDC</u></b>			
Taxes	99,351	58,869	59.25%
Investments/Misc.	1,000	-	0.00%
<b><i>Total</i></b>	<b>100,351</b>	<b>58,869</b>	<b>58.66%</b>
<b><u>Occupancy Tax</u></b>			
Occupancy Tax - Civic Ctr.	668,710	401,074	59.98%
Occupancy Tax - T & T	187,000	100,552	53.77%
County of Wayne Occp Tx	212,425	99,643	46.91%
Invest. Earnings/Misc.	45,597	12,531	27.48%
<b><i>Total</i></b>	<b>1,113,732</b>	<b>613,800</b>	<b>55.11%</b>

Actual Collections  
(Comparison to 1<sup>st</sup> Six Months 2018-19)

	<i><b>FY 2019-20</b></i>	<i><b>FY 2018-19</b></i>	<i><b>Difference</b></i>
General Fund	22,685,775	22,987,551	(301,776)
Utility Fund	9,735,536	10,378,229	(642,693)
Downtown Development	58,869	31,079	27,790
Occupancy Tax	613,800	609,054	4,746
			-
Stormwater Fund	767,592	673,264	94,328

Actual Expenditures  
Comparison with Adjusted Budget

	<i><b>FY 2019-20 Actual/Budget</b></i>	<i><b>FY 2018-19 Actual/Budget</b></i>
General Fund	\$ 20,367,645 46.03%	\$ 21,507,957 41.85%
Utility Fund	\$ 7,279,367 36.42%	\$ 9,986,924 40.99%
Downtown Development	\$ 18,673 16.32%	\$ 31,225 28.96%
Occupancy Tax	\$ 335,840 30.15%	\$ 515,044 43.35%
Stormwater Fund	\$ 411,531 28.93%	\$ 382,533 25.10%

Fund Balance Adopted Budget Appropriations FY 2019-20

1. General Fund	\$2,153,848
2. Utility Fund	\$3,217,040
3. DGDC	\$ 21,350
4. Occupancy Tax Fund	None
5. Stormwater Fund	\$ 101,232

Fund Balance Council Appropriations FY 2019-20

<b>General Fund</b>		<b>\$ 2,153,848</b>
a. Tiger Match	\$ 626,021	
b. Cemetery Perpetual Fund-Lawn Mower	\$ 10,842	
c. FY18-19 PO Rollover	\$ 1,516,984	
<b>Utility Fund</b>		<b>\$ 3,217,040</b>
a. FY18-19 PO Rollover	\$ 3,217,040	
<b>DGDC</b>		<b>\$ 21,350</b>
a. FY18-19 PO Rollover	\$ 21,350	
<b>Occupancy Tax Fund</b>		<b>NONE</b>
<b>Stormwater</b>		<b>\$ 101,232</b>
a. FY18-19 PO Rollover	\$ 101,232	

Mayor Allen requested a copy of the PO Rollover be forwarded to Council.

**Personnel Policy Update.** Ms. Bernadette Dove presented the following information:

Objective

To review recommended revisions to the City of Goldsboro Personnel Policy and obtain feedback and questions regarding the recommended revisions.

Timeline

- **Spring, 2007** - Personnel Policy revised by the Mercer Group
- **July 23, 2007** - City Council approved adoption of the current Personnel Policy
- **August, 2019** - Contracted with the Piedmont Traid Council of governments for policy content review, benchmarking and recommended revisions.
- **December, 2019** - Policy revisions distributed to city staff and City Council
- **December 31, 2019** - Feedback and suggestions from staff and council due back to HR
- **January 14, 2020** – Met with City Manager, department heads and administrative staff to review recommended policy and make necessary revisions.
- **March 16, 2020** - Present final policy recommendations to City Council
- **March 17– 31, 2020** – Staff meetings to present final policy revisions
- **April 1, 2020** – Implementation of revised Personnel Policy

*\*Select Articles of the current policy has been updated or revised since initial adoption on 7/23/07*

**Revisions**

**Article I, Section - 9 Definitions**

**Section 16. Pay for Interim Assignment in a Higher Level Classification**

**Old**

Pay for Interim Assignment in a Higher Level Classification An employee who is formally designated for a period of at least ***one month*** to perform the duties of a job that is assigned to a higher salary grade than that of the employee’s regular classification shall receive an increase for the duration of the acting assignment effective upon appointment.

**Revised**

*An employee who is formally designated to perform the duties of a job that is assigned to a higher salary grade than that of the employee’s regular classification shall receive an increase effective **upon appointment**.*

**Reason:** Employees should be paid for interim assignments upon appointment.

**Article VI**

**Section 2 - Group Health Insurance**

**Old**

Part-time employees who are scheduled ***to work 20 hours or more per week*** on a continuous year-round basis may, if they so desire, purchase available group health through the City for themselves or for themselves and qualified dependents.

**Revised**

*Part-time employees who are scheduled to work an **average of 30 or more hours per week** on a continuous year-round basis shall be eligible for health coverage in accordance with the Affordable Care Act.*

**Reason:** To be **in compliance** with the Affordable Care Act.

**Article VI**

**Section 11-Tuition Assistance Program**

**Old**

Employees may be reimbursed eligible expenses up to a total of ***eleven hundred(\$1,100)*** ***per fiscal year***.

**Revised**

*Employees may be reimbursed eligible expenses up to a total of **twenty five hundred dollars (\$2,500) per fiscal year**.*

**Reason:** Staff benchmarked similar municipalities. Average tuition reimbursement between \$2,000- \$3,000. Twenty-five hundred dollars estimated to pay for 1-2 classes **and** expenses each academic per year.

**Article VII**

**Section 8 - Vacation Leave – Maximum Accumulation**

**Old**

***Effective the last payroll in the calendar year, any employee with more than this maximum amount of accumulated leave shall have the excess accumulation removed so that only 30 days are carried forward to January 1 of the next calendar year.***

Employees are not eligible to receive pay for vacation time not taken. Employees may have the excess vacation leave (over the above maximum) converted to sick leave provided that they have taken 5 days of vacation in the calendar year.

**Revised**

*If any employee departs from service, payment for all accumulated vacation leave shall be distributed, up to the following maximum amounts:*

Employee Status	Maximum Hours
General Employee	240
Sworn Law Enforcement	257
Firefighter	336

**Reason:** Employees are encouraged to take their accrued vacation time in order to maintain a healthy work/life balance. After benchmarking other municipalities and state agencies, the maximum is encouraged to limit the city’s financial obligation.

**Section 7 - Vacation Leave – Accrual Rate**

**Old (Revised)**

***Regular Personnel***

<u>Years of Service</u>	<u>Vacation Days Accrued Each Year</u>	<u>Vacation Hours Accrued Each Month</u>
0 but less than 5 Years	12	8
5 but less than 10 Years	15	10
10 but less than 15 Years	18	12
15 but less than 20 Years	21	14
20 or more Years	23 (24)	15.33 (16)

**Reason:** Accrual rates for 20+ years of service updated to reflect consistent accrual rates based upon employee’s years of service.

**Section 7 - Vacation Leave – Accrual Rate**

**Old (Revised)**

***Police (based upon 42.75-hour week)***

<u>Years of Service</u>	<u>Vacation Days Accrued Each Year</u>	<u>Vacation Hours Accrued Each Month</u>
0 but less than 5 Years	12	8.55
5 but less than 10 Years	15	10.69
10 but less than 15 Years	18	12.83
15 but less than 20 Years	21	14.96
20 or more Years	23 (24)	16.39 (17.11)

**Reason:** Accrual rates for 20+ years of service updated to reflect consistent accrual rates based upon employee’s years of service.

**Section 7 - Vacation Leave – Accrual Rate**

**Old**

***Fire (Revised)***

***Fire Personnel (based upon 56-hour Week)***

<u>Years of Service</u>	<u>Vacation Days Accrued Each Year</u>	<u>Vacation Hours Accrued Each Month</u>
0 but less than 5 Years	12	11.2
5 but less than 10 Years	15	14.0
10 but less than 15 Years	18	16.8
15 but less than 20 Years	21	19.6
20 or more Years	23 (24)	21.47 (22.4)

**Reason:** Accrual rates for 20+ years of service updated to reflect consistent accrual rates based upon employee’s years of service.

**Article VII**

**Section 15 - Sick Leave - Medical Certification**

**Old**

*The employee's supervisor or Department Head* may require a physician's certificate stating the degree of the employee's or employee’s family member’s illness

**Revised**

*When submitting requests for FMLA, the employee shall submit a physician's certificate to the **Occupational Health Nurse** or designated official stating the degree of the employee's (or employee's family member's)*

**Reason:** To become compliant with HIPPA guidelines, medical issues should be handled via the Occupational Health Nurse with efforts to limit exposure of personal health information to administrative staff, supervisors and/or department heads.

## **Article VII**

### **Section 24 - Civil Leave**

#### **Old**

City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that ***employees must turn over to the City any witness fees or travel allowance awarded by that court for court appearances in*** connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

#### **Revised**

*A City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The **employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation.** While on civil leave, benefits and leave shall accrue as though on regular duty.*

**Reason:** Court fees and travel allowances are very minimal; time and man hours spent for processing are not cost-effective. This is an incentive for employees who participate in civil leave duties.

## **Article VII**

### **Section 28 – Adverse Weather & Emergency Conditions Policy**

#### **Old**

Upon authorizing a closing, non-critical staff ***who do not work do not get paid but may use vacation, earned compensatory time, or time without pay for the hours not worked.***

#### **Revised**

*Employees not designated as **essential staff will not be charged for leave time if the City Manager designates a delayed opening or early closing.** If City offices are closed for adverse weather or an emergency, all staff shall be compensated at their regular pay and will not be charged leave.*

**Reason:** Non-essential staff should not be penalized when city hall is officially closed by using vacation or comp time.

Council discussed. Staff was asked to provide estimated costs to pay essential employees versus providing comp time.

## **ARTICLE XIII – Tobacco Free Policy**

#### **Old**

As a responsible business and employer, the City of Goldsboro has implemented the following policy for ***City facilities:***

To establish the City's policy concerning the use of tobacco products in City buildings. ***This includes cigarettes, cigars, pipes or chewing tobacco.***

#### **Revised**

*As a responsible business and employer, the City of Goldsboro has implemented the following policy for **City facilities and vehicles. (leased and/or owned)***

*To establish the City’s policy concerning the use of tobacco products. This includes cigarettes, e-cigarettes, cigars, pipes or chewing tobacco.*

**Reason:** Included city vehicles and e-cigarettes

**New Policy**

**Article VII**

**Section 26 – Volunteer Service Leave**

*With supervisory approval, the City will grant up to 12 hours of volunteer service leave per calendar year to serve at a City designated volunteer agency(ies). Any regular full-time employee with one year of employment with the City is eligible for volunteer leave.*

**Reason:** The City of Goldsboro recognizes the impact of volunteer services and is committed to supporting employee involvement within community service organizations and educational institutions to benefit and sustain the quality of life of our citizens, employees and community.

**Article VII**

**Section 28 – Adverse Weather & Emergency Conditions Policy**

- Essential staff who report to work when City Hall is closed will receive one hour of non-FLSA compensatory time for every hour worked. Non-FLSA time should be used as soon as possible; however regular compensatory time shall be used first. Non-FLSA compensatory time is not regulated by the Department of Labor and will not be taken at time and a half or paid out at termination.*

**Reason:** To compensate staff who are required to work when city hall is closed. **Ex: Public Works divisions (Street & Storms, Distributions & Collections, Public safety)**

**ARTICLE VIII – Separation and Reinstatement**

**Section 6 – Retirement Gift and Recognition Policy for City Employees**

*All retirement and service award gifts valued \$50 and above shall be recorded as taxable income to the employee.*

**Reason:** To be in compliance with Federal IRS regulations.

**APPENDIX B – Professional Certification Program**

**Certification Policy – Other Employees**

*The City of Goldsboro is committed to rewarding its employees in pursuit of certifications. Subject to budgetary restraints, individuals who obtain professional certifications (job related) may receive **up to a 5% increase with approval of department head and City Manager in accordance with established policy.***

**Reason:** To provide incentive and monetary rewards for staff who obtain professional certifications.

Councilmember Williams suggested with the number of vehicle accidents, staff should consider a hands-free cellphone policy when operating city vehicles.

**Police Department Update.** Mike West, Police Chief provided the following information:

SENIORITY LIST

109 Sworn Personnel

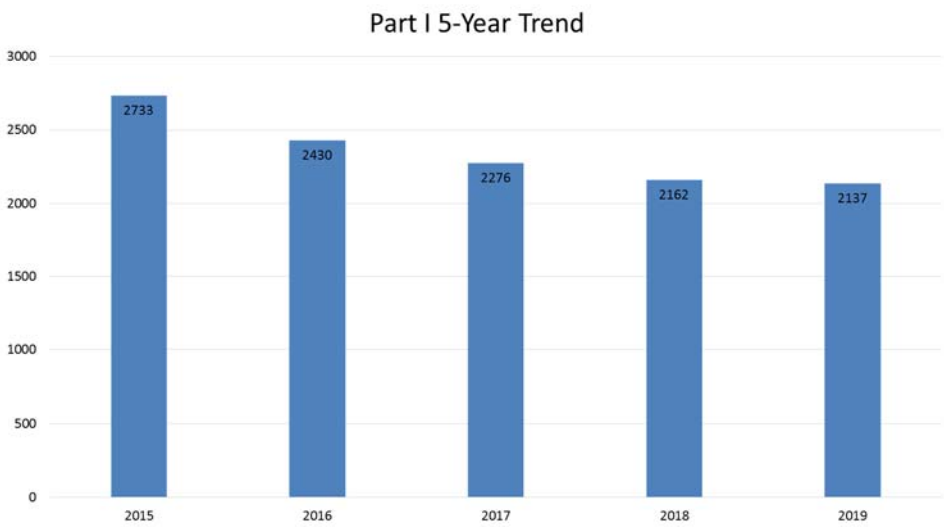
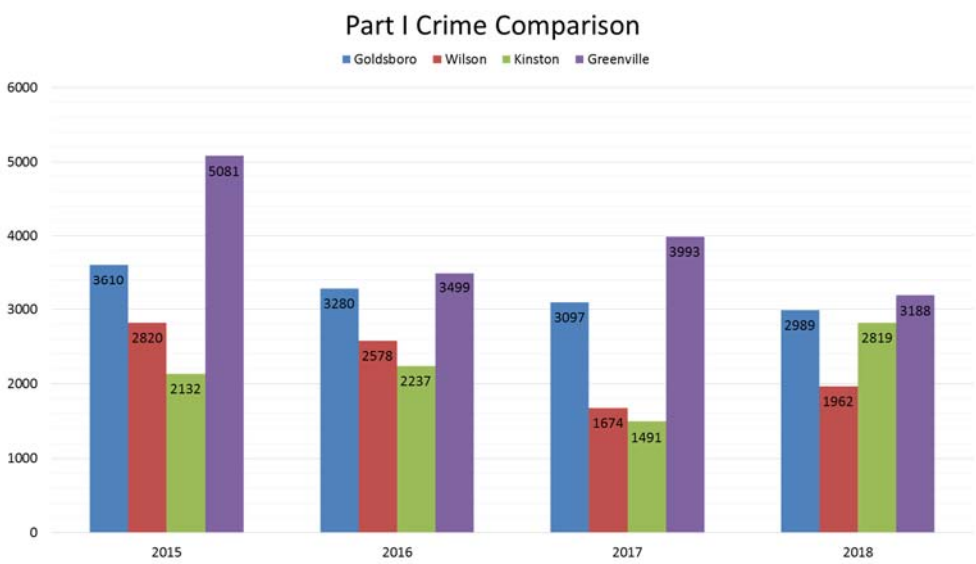
<u>Years of Service</u>	<u>Number of Officers/Percentage</u>
• Over 20 years	11 – 10%
• Over 10 but less than 20 years	31 – 29%
• Over 5 but less than 10 years	20 – 18%
• Less than 5 years	39 – 36%
• Vacant	8 – 7%
• Total	109

\*As of February 26, 2020

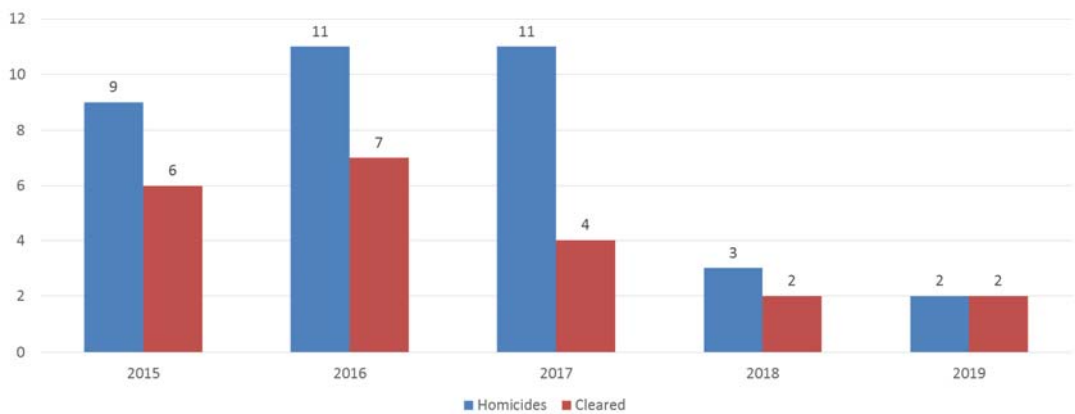
CRIME STATS

Part I Crimes

OFFENSES	2015	2016	2017	2018	2019	% of Change
Homicide	9	11	11	3	2	-33%
Rape	2	3	1	10	9	-10%
Robbery	91	84	81	59	51	-14%
Agg Assault	363	307	213	143	131	-8%
Burglary	541	484	376	397	355	-11%
Larceny	1642	1433	1526	1447	1495	+3%
Vehicle Theft	83	103	65	93	93	-
Arson	2	5	3	10	1	-90%
TOTAL	2733	2430	2276	2162	2137	-1%



HOMICIDES



Councilmember Williams requested Chief West provide juvenile arrests statistics since the implementation of the Summer Youth Employment Initiative.

Criminal Investigations Division  
Investigator Assignments



Case Load Assignments

- 128 Cases assigned to 3 Persons Crimes Investigators
- 183 Cases assigned to 3 Property Crimes Investigators
- 94 Cases assigned to 2 Financial Crimes Investigators
- 67 Cases assigned to 1 Juvenile/Missing Person/Sex Crimes Investigator
- 33 DSS Cases assigned to (4) Investigators
- A total of 475 Felony cases were assigned in 2019 (Average of 47.5 cases per Investigator)
  - 6.3% increase from 2018

\*The case load is consistent with other departments\*

Training Hours

Officers of the Goldsboro Police Department received 8,338 hours of training in 2019. This training included 24 hours of training mandated by the NC Criminal Justice Education and Training Standards Commission for each sworn officer, along with other specialized training courses to enhance officer’s skills and knowledge as they continue to effectively serve the citizens of Goldsboro:

- \* Juvenile Law Update (Raise the Age)
- \* Best Practices for Officers During Community Dissent
- \* Intelligence Update: Gangs and Divisive Groups
- \* Individual Wellness: Coping with Stress and PTSD

Councilmember Matthews asked Chief West if the training included sympathy training. Chief West shared training included critical incident training and that they are trying to get more training out at Wayne Community College.

PATROL VEHICLES

56 Total Vehicles

Model Year

- 2008 - 1

- 2009 - 2
- 2010 - 1
- 2011 - 1
- 2013 – 8
- 2014 - 9
- 2015 - 1
- 2016 - 19
- 2018 - 10
- 2019 - 4

*\*\*Average Age of the Vehicle Fleet – 5.1 yrs*

PATROL VEHICLES

Mileage

- 42 Vehicles have under 80,000 miles.
- 5 Vehicles have 80,001 to 100,000 miles.
- 2 Vehicles have 100,001 to 120,000 miles.
- 7 Vehicles have over 120,000 miles.

2016 model-year take-home cars are averaging 11,000 miles per year.

**NOTE:**

- The service life of a take-home car is approximately 8-10 years
- Service-life is based on 80,000 to 100,000 miles and the average cost to maintain the vehicle
- The decision to deadline a car is based on model-year, mileage, parts availability, maintenance cost and overall safety of the car

PATROL VEHICLES

Summary

- 4 vehicles are ten years old or older.
- 9 vehicles currently have over 100,000 miles on them and that number could increase to 14 by the end of 2020.
- 50% of the total yearly maintenance cost on the fleet is for vehicles that comprise 23% of the fleet.
- High mileage vehicles are less reliable, use more fuel, require more oil between servicing and due to the poor appearance of the cars, reflect negatively upon the Police Department and the City of Goldsboro.

FLEET VEHICLE REPLACEMENT PLAN

- 10 Patrol/2 Admin per year
- Increase the size of the fleet to allow for additional take home cars for officers living outside of the city limits and to replace older cars
- More vehicles under warranty; reduces maintenance cost
- Enhance public image of Police Department
- Improve officer morale and aid retention

2020	2021	2022	2023	2024	
10	10	10	10	10	Patrol
2	2	2	2	2	Admin

ADMIN VEHICLES

36 TOTAL VEHICLES

Model Year

- 2001 - 2
- 2002 - 2
- 2005 - 2
- 2006 - 2
- 2007 - 2
- 2009 – 3
- 2010 - 5
- 2013 - 1
- 2014 - 2
- 2016 - 7

- 2018 - 2
- 2019 - 6

*\*Average Age of Admin Vehicles is 3 yrs*

FY '20-'21 Police/Admin Vehicle Request

- (2) 2020 Dodge Durango Admin
- (1) 2020 Jeep Compass Admin
- (12) 2021 Dodge Charger Line & Admin

Or

- (10) 2021 Chevy Tahoe PPV-Line
- (2) 2021 Dodge Charger Admin

Councilmember Williams asked if the Chief was looking at electric vehicles. Chief West stated that is something we could look into.

CALEA Accreditation

- Enrollment in CALEA on August 22, 2017 – Currently have 6 months remaining in our Self Assessment
  - Annual update of General Orders, with 2 left to implement
  - Making updates to our Strategic Plan and Recruitment Plan for 2020-2021
  - Collecting proofs of compliance – to show that we are doing what we have written
- Web-Based Assessment – June 5-13, 2020
  - Consists of an online review of all files and standards for compliance. All proofs must be submitted into the assessment for review.
- Site-Based Assessment – July 20-23, 2020
  - 2-3 assessors will come to the Department
  - Confirmation that we are doing what we say we do
  - Interviews/Tours with PD staff, City staff, and Communications Center
  - Public Hearing and Call-In Session held at City Hall

**2020-2021 Proposed Street Resurfacing.** Mr. Marty Anderson shared the following information:

#### Pavement Condition Survey

Pavement Distress Type

Pavement Condition Rating (PCR)

Last survey was completed by Engineering Department Staff in February 2018

#### Pavement Condition Rating (PCR)

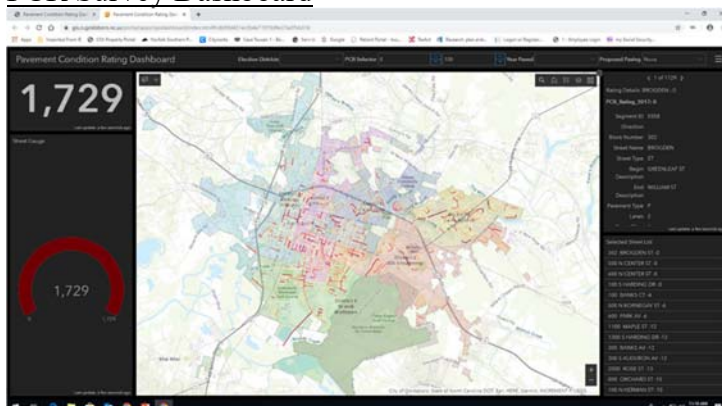
PCR range is 0 to 100

0 is the worst condition

100 is the best condition

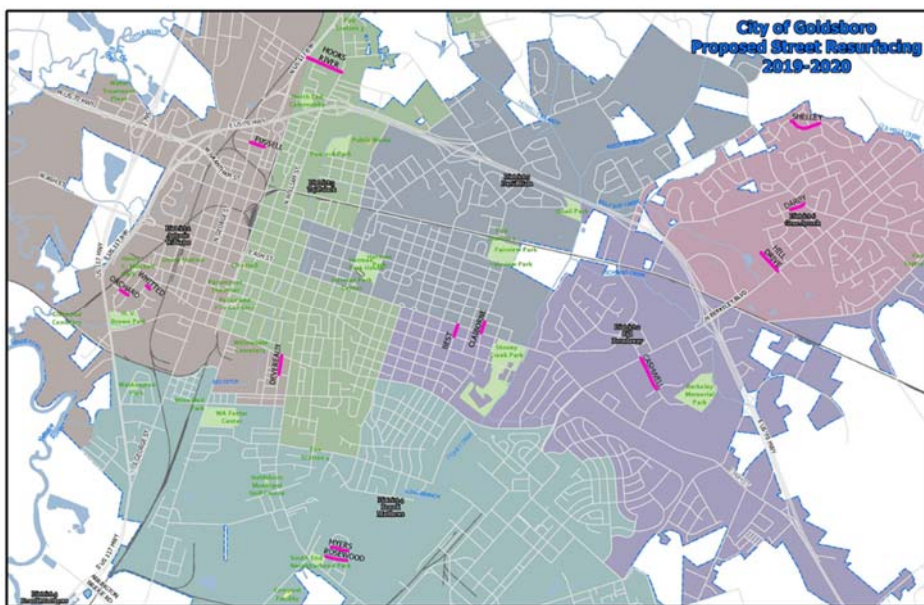
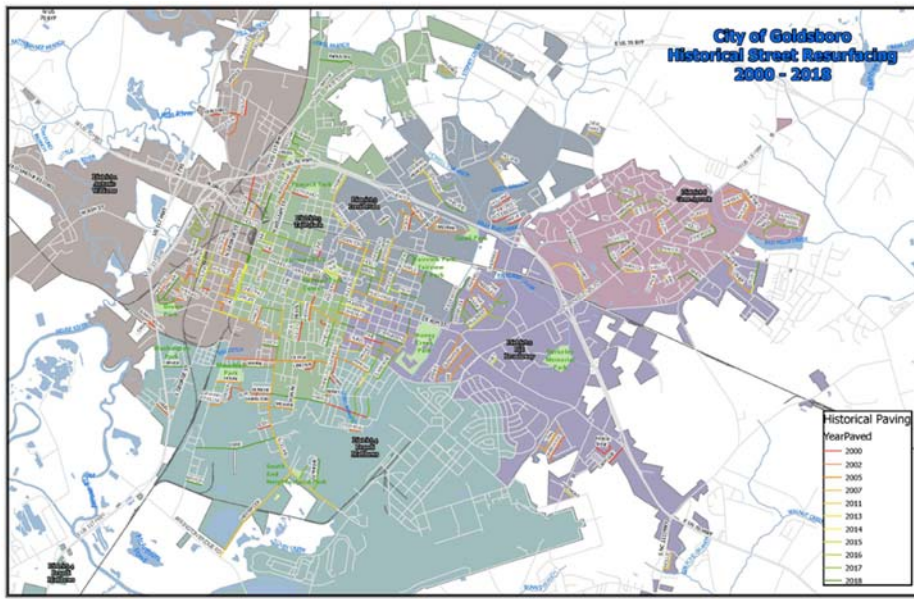
A good pavement condition is considered >75-80

#### PCR Survey Dashboard



### City of Goldsboro PCR Metrics

- ❖ Total number of paved street miles within the PCR database = ~159 miles
  - Street miles with PCR < 10 = ~4.3 miles (2.7%)
  - Street miles with PCR < 20 = ~8.4 miles (5.3%)
  - Street miles with PCR < 30 = ~15.6 miles (9.8%)
  - Street miles with PCR < 40 = ~23.9 miles (15.0%)
  - Street miles with PCR < 50 = ~39.6 miles (24.9%)
  - Street miles with PCR < 60 = ~55.3 miles (34.8%)
  - Street miles with PCR < 70 = ~71.7 miles (45.0%)
  - Street miles with PCR < 80 = ~95.0 miles (59.8%)
- ❖ Current percentage of paved street miles with a PCR < 80 = ~59.8%
- ❖ Average percentage of paved street miles with a PCR < 80 for cities our size = ~35% (per 2009 Pavement Condition Survey findings)
- ❖ After 2019-2020 Street Resurfacing completion (~8.5 miles), street miles with a PCR < 80 = ~54.4%



### 2020-2021 Street Resurfacing Schedule

- August/September 2020 – Street resurfacing list finalized
- December 2020 – Detailed drawings and estimate completed
- January 2021 – Project bid documents completed and advertised
- February 2021 - Project bid opening
- Council Meeting in March 2021 – Project award by City Council
- April 2021 – Project construction begins
- July 2021 – Project complete

Council discussed streets that are in need of paving. Mayor Allen asked for a list of the streets that will be bid out this spring. Councilmember Williams requested a copy of the

dirt streets list and asked about Kadis and Seaboard Streets. Councilmember Matthews shared she had received complaints regarding Hart Circle and Graham Street.

Council recessed for lunch at 11:25 a.m.

Council returned from lunch at 12:30 p.m.

**City Project Update.** Mr. Randy Guthrie, Assistant City Manager provided an update on the following projects:

- Police/Fire Complex
- Fire Station 4 Addition
- Streetscape/Hub
- Wayfinding Signage
- Herman Park Center

Additional discussion included:

Mr. Guthrie shared The Hub will be completed by mid-April with the exception of the stage/bus shelter and the water feature or splash pad. The reason for that is there is not funding for that at this time. There was not enough money in the TIGER grant budget to include those, the stage is about a \$419,000 item and the splash pad is \$100,000 up depending on the number of jets, etc. There was hope that this could be funded through the state budget. The state budget did have some money in there \$400,000 in the upcoming budget and \$100,000 in the past budget that we have received which was earmarked for downtown projects. It appears it will be the summer before the state approves the budget. The city will need to decide do we want to wait till the summer or go ahead and fund while the contractor is still there and save on mobilization fees. If Council was interested in funding the stage, it could be done without a substantial blow to the budget. Mr. Guthrie shared it could be done by utilizing \$100,000 from the Rural Center grant we received, \$100,000 from the MSD fund, \$100,000 we received for administering the Adair Place grant and get the rest from project fallout and sales tax refund.

Mayor Allen asked if Council could get that in writing to review and discuss.

Councilmember Polack asked what the surface would be for the splash pad. Mr. Guthrie stated the splash pad had not been designed yet, could be rubberized or concrete; something non-slippery.

**Development Finance Initiative.** Sarah Odio, Project Manager, Development Finance Initiative | UNC School of Government presented the following information:

#### Affordable Housing Overview

- Agenda
  - Introduction to DFI
  - “Affordable” housing overview
  - Introduction to Low-Income Housing Tax Credits (LIHTC)
  - DFI Housing Pre-Development Services
    - Case Study: Lumberton

#### UNC School of Government

- Largest university-based local government training, advisory, and research organization in the U.S.
- Serves 12,000+ public officials each year through courses, webinars, and specialized conferences, publications, calls, and emails.
- Values: Nonpartisan, policy-neutral, responsive.

#### Development Finance Initiative (DFI)

The Development Finance Initiative (DFI) is a program of UNC Chapel Hill’s School of Government and advises communities in NC to attract private investment for

transformative projects by providing specialized real estate development and finance expertise.

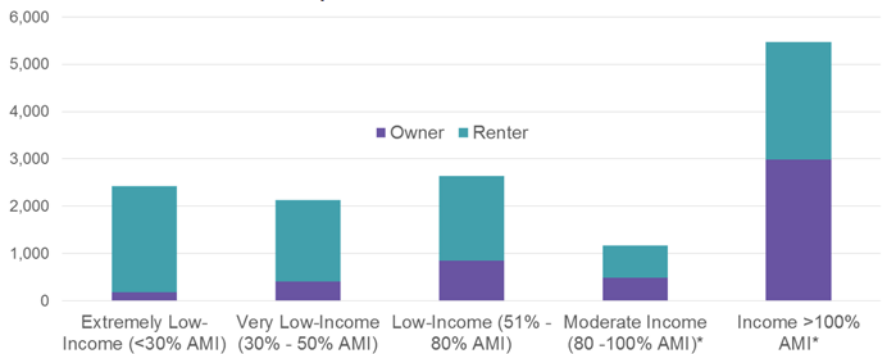
What is Affordable Housing?

According to U.S. HUD, housing is affordable if costs no more than 30% of a household’s monthly gross income.

**Renters:** Rent + utilities

**Owners:** Mortgage + property taxes, insurance and utilities

Goldsboro Households by Income



Supporting Production

	Demand	Supply
Public	Rental vouchers Homeownership grant and loan programs Home interest deduction	Public housing
Public-Private		Low-Income Housing Tax Credits (LIHTC) Removal of barriers to production Necessary subsidy for private development
Private	Employer-sponsored homeownership programs	Non-traditional loans

Supporting Preservation

- Rehabilitation grants and loan programs
- Older neighborhoods & historic districts
- Weatherization and energy efficiency
- Acquire expiring LIHTC apartment buildings
- Code enforcement

Affordable Housing Restrictions for Public Purpose

- Number of affordable units
- Household income eligibility
- Affordability level as % of income
- Timing and phasing of construction of affordable units
- Process for certification of eligible households and transfer controls
- Control period in number of years

Low-Income Housing Tax Credits (LIHTC)

- Federal program established in 1986 to incentivize **private** development of affordable housing → More than 3M units to date
- Provides tax credits for acquisition, rehab or new construction of affordable **rental** housing (nearly \$8B annually)
  - Awarded to private or non-profit partners, *not* to government entities
- Set aside requirements: 40/60, 20/50, income-average
- State agencies (i.e. NC Housing Finance Agency) establish additional requirements, award credits and monitor projects.

Examples of LIHTC Development

- NCHFA establishes strict design quality standards.

- High-quality materials and methods used in the construction of all projects financed privately with Low-Income Housing Tax Credits (LIHTC)
- Development must also meet green building standards.
- NCHFA monitors all developments.

NCHFA Qualified Allocation Plan (QAP)

A comprehensive document, updated annually, that establishes criteria and requirements related to:

- Market demand
- Target households
- Site suitability
- Financial structure
- Developer and management experience
- Design and energy efficiency

Site Suitability

Some examples of site requirements:

- Neighborhood Characteristics
- Proximity of Amenities
- Bus/Transit within walking distance
- Absence of incompatible uses (i.e. landfill, wastewater treatment, adult entertainment, active railroad tracks, electricity substation (active or not), etc.)
- Visibility

	Driving Distance in Miles			
<i>Primary Amenities</i> (maximum 26 points)	≤ 1	≤ 1.5	≤ 2	≤ 3
Grocery	12pts.	10 pts.	8 pts.	6 pts.
Shopping	7 pts.	6 pts.	5 pts.	4 pts.
Pharmacy	7 pts.	6 pts.	5 pts.	4 pts.
<i>Secondary Amenities</i> (maximum 12 points)	≤ 1	≤ 1.5	≤ 2	≤ 3
Other Primary Amenity	5 pts.	4 pts.	3 pts.	2 pts.
Service	3 pts.	2 pts.	1 pt.	0 pts.
Healthcare	3 pts.	2 pts.	1 pt.	0 pts.
Public Facility	3 pts.	2 pts.	1 pt.	0 pts.

Public School (Family)	3 pts.	2 pts.	1 pt.	0 pts.
Senior Center (Elderly)	3 pts.	2 pts.	1 pt.	0 pts.
Retail	3 pts.	2 pts.	1 pt.	0 pts.

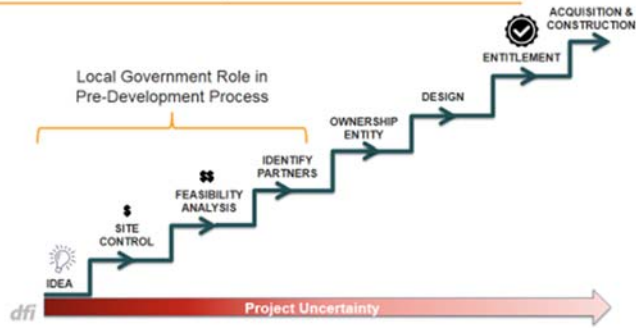
	Driving Distance in Miles, Small Town*			
<i>Primary Amenities</i> (maximum 26 points)	≤ 2	≤ 2.5	≤ 3	≤ 4
Grocery	12 pts.	10 pts.	8 pts.	6 pts.
Shopping	7 pts.	6 pts.	5 pts.	4 pts.
Pharmacy	7 pts.	6 pts.	5 pts.	4 pts.

Key Differences: 9% and 4% LIHTC

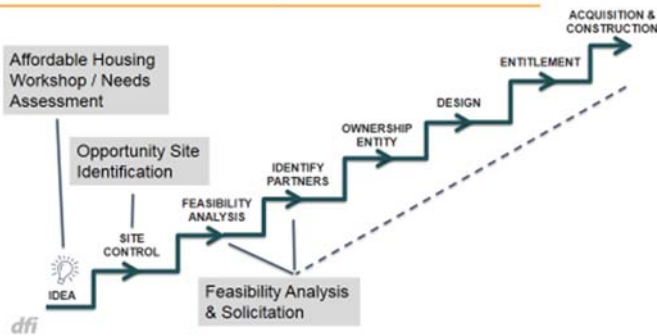
	9% LIHTC	4% LIHTC
Credit value	70%	30%
Credit award	Highly competitive	“Automatic”
Other federal subsidies	None	Volume Cap Tax-Exempt Bonds
Site suitability	Likely requires perfect score to compete	Meet minimum threshold
Maximum units	120 units	200 units
Costs	Moderate	High
Complexity	Moderate	High

## How can DFI help?

### Private Pre-Development Process



### DFI Affordable Housing Services



## Case Study: Lumberton, NC

- HUD Area Median Income (AMI) is \$43,800.
- Prior to Hurricane Matthew:
  - Est. 6,000 low-income renter households in substandard and/or overcrowded housing, and/or were cost-burdened.
  - Overall population steadily in decline, even as senior population grows
- Hurricane Matthew displaced nearly 500 very low-income households.

### DFI Feasibility Analysis



## Identify Land Suitable for Housing Development

- Meets LIHTC requirements (i.e. access to amenities, transportation, etc.)
- Clear path to site control
- Outside 100- and 500-year flood zones
- Development of site meets local public interests

## Identify Feasible Building Program

- Targeting senior households (55+) earning 60% AMI
- Accommodate up to 68 apartments – mix of single-story and two-story
- Rooted in QAP and input from council, staff and community meetings

## Identify Development Partner

- City received 5 responses from experienced developers.
- Council selected firm and executed option for sale of land within month
- Full LIHTC application submitted in January 2020

Mr. Salmon asked what are the costs to the City. Ms. Odio stated there is an upfront fee, then for market rate development we apply a development fee on the back so we only get

paid if the project happens. The actual project pays for that. In the case of private development, it is a different fee structure. We try to pass along most of those to private developer.

**Water Rate Study.** Mr. Mike Wagner, Public Utilities Director shared the following information:

Process

- The last “official” rate study was completed in 1987.
- Objectives of rate study is to create user-friendly rate model for a 10-year period
- Key considerations include
  - Capital Improvement Plan
  - Asset management
  - Affordability
  - Succession Planning
- Stantec sent data request on 10/4/2019
  - Process kicked off 10/24/19 with Engineering, Finance, Public Works, & Public Utilities
  - Initial goal was to have “draft” by end of January
  - Delays have occurred
    - Customer billing data
    - FY 18-19 audit/trial balance is not complete
  - Additional interactives were held 1/7/20, 1/29/20, 2/5/20, & 2/20/20

Mr. Wagner stated the goal is for them to present the study at the Council Meeting on April 20, 2020.

**Summer Youth Employment Program.** Councilmember Williams stated I asked the Summer Youth Employment be discussed because I always feel strongly about our youth working. Last year at the Retreat we discussed the economic value. This basically stops our youth from school to the prison pipeline. Last year Mr. Gene came and shared information from his study about the poverty level. I think at this point we don’t have a lot of ideas from anyone that is going to help our community financially. I think this helps our community financially by adding additional income to the family household by allowing the youth to work. Councilmember Williams stated something I would like to focus on that I and some constituents had issue or concern with include increasing the summer employment; instead of having two tracks have one track and keep them busy all summer long. Also, having only one member per household participate in this program, some households may have five kids, and need to have them working. I think that if this can Council do something immediately like increase this program. Chief West even stated he saw a decline in crime with our teens when we have this program.

Mayor Allen stated what you are saying is that you would like to see one track instead of two, so we would need to see if we could handle 50 kids in one tract. To your other point, if you have a household of 5 kids and you allow 2 or 3 to work, you are kicking someone else out; does that matter.

Councilmember Williams stated it depends on the household’s income.

Additional discussion included increasing the number of worksites and increasing the number of summer youths employed.

Ms. Shycole Simpson-Carter shared the following information:

City of Goldsboro Summer Youth Employment Initiative (SYEI) Program - Brief History  
In February 2017, the Community Relations Department was tasked with researching Summer Youth Programs for Council. It was March 2017 when Council authorized the Department to develop and implement a Summer Youth Employment Program. The City of Goldsboro Summer Youth Employment Initiative (SYEI) Program launched on April 6, 2017 with Sponsoring Partners from the Housing Authority of the City of Goldsboro, Wayne Community College, & NCWorks Career Center — with the intent of a holistic approach to enhance the SYEI program. The SYEI program has been administered by

the City and Sponsoring Partners for three summer cycles to date. The SYEI program has been featured numerous time within publications by the local media and was featured on CBS - WNCN more than once.

SYEI Program - Framework

The framework of the program was designed for interested youth applicants to be provided job training through one of the Mandatory Information Sessions and an interview process aimed at providing constructive feedback in real-time. The framework also allowed youth employees the opportunity to work for six weeks within one of two designated track sessions for sixteen (16) hours per week. They also participated in soft skills trainings and excursions for four or more hours per week on Wednesdays or Fridays. Training were provided by Wayne Community College, Bank on Wayne, and Literacy Connection to enhance youth employees' workforce readiness and financial literacy skills. Excursions included Meet & Greets, Industry & Business Tours facilitated by Wayne County Development Alliance, and day visits to Beaufort, to Raleigh to tour the State Capitol and Museums, and City Employee Appreciation Cookout August of 2017.

SYEI Program – Three Year Demographics

Demographic: Sex (Comparison)				
	2017 Program	2018 Program	2019 Program	3-Year Average
Female	31	33	36	33
Male	29	24	14	22
Total	60	57	50	56

Demographic: Income (Comparison)				
	2017 Program	2018 Program	2019 Program	3-Year Average
Low Mod	51	51	47	50
Non Low Mod	9	6	3	6
Total	60	57	50	56

Demographic: Race (Comparison)				
	2017 Program	2018 Program	2019 Program	3-Year Average
African Amerian	53	53	47	51
White	4	0	0	1
Asian	1	1	1	1
Hispanic	2	2	0	1
Other	0	1	2	1
Total	60	57	50	56

Demographic: Age (Comparison)				
	2017 Program	2018 Program	2019 Program	3-Year Average
Age 13	0	0	0	0
Age 14	21	11	13	15
Age 15	11	18	19	16
Age 16	16	14	11	14
Age 17	11	9	6	9
Age 18	1	5	1	2
Total	60	57	50	56

SYEI Program – Three Year Demographics

Demographic: District (Comparison)				
	2017 Program	2018 Program	2019 Program	3-Year Average
District 1	13	8	2	8
District 2	4	7	11	7
District 3	8	10	9	9
District 4	8	8	13	10
District 5	14	12	6	11
District 6	7	12	9	9
ETJ	6	0	0	2
Total	60	57	50	56

ETJ = City's extraterritorial jurisdiction

Demographic: School (Comparison)					
	2017 Program	2018 Program	2019 Program	3-Year Average	
Charles B. Aycock High	4	0	0	1	
Dillard Academy Charter	0	0	1	0	
Eastern Wayne High	17	24	19	20	
Eastern Wayne Middle	0	0	1	0	
Goldsboro High	27	18	16	20	
Greenwood Middle	0	2	2	1	
Norwayne Middle	0	0	0	0	
Rosewood High	1	1	0	1	
Southern Wayne High	0	1	3	1	
Spring Creek High	2	0	1	1	
Wayne Middle/High Academy	0	3	0	1	
Wayne Christian	1	3	1	2	
Wayne Country Day	1	0	0	0	
Wayne Early/Middle College High	6	3	5	5	
Wayne School of Engineering	1	2	1	1	
WCC High School Equivalency	0	0	0	0	
	<b>Total</b>	<b>60</b>	<b>57</b>	<b>50</b>	<b>56</b>

#### Proposed Schedule for FY 20 Summer Youth Employment

March 6<sup>th</sup> – Open Applications

April 24<sup>th</sup> – Close Applications

April 29<sup>th</sup> – Mandatory Orientation

May 11<sup>th</sup> – 22<sup>nd</sup> – Orientation

June 15<sup>th</sup> – August 21<sup>st</sup> – Summer Youth Employment Program

#### SYEI – Benchmarking

**Goldsboro, NC (pop. 34,234)**

Teens Ages: 15-18

# Employed Youth: 50

# of Weeks: Two - 6 weeks 20-30hrs @ \$7.25

**Please note:** FY19 CDBG Funds have not been drawn down from HUD. The City will have until June 30, 2020 to drawdown available funds no more than \$6,569 can be drawn down. This will decrease the General Funds spent to \$30,000 for FY19.

Funding Analysis - 3 Year Comparison				
	2017 Program	2018 Program	2019 Program	3-Year Average
General Funds	\$38,180	\$34,956	\$36,569	\$36,569
CDBG Funds	\$0.00	\$9,862	\$0	\$3,287
<b>Total</b>	<b>\$38,180</b>	<b>\$44,818</b>	<b>\$36,569</b>	<b>\$39,856</b>

#### **Town of Chapel Hill, NC**

**(pop. 60,988)**

Teens Ages: 14-18 HUD-LMI

# Employed Youth: 29

# of Weeks: One - 6 to 7 weeks  
20hrs @ \$7.25

Funding Source: **\$30,000 - CDBG**

(No more than \$40,000 provided)

Offered Employment Preparation

Process begins January to March, interviews are immediately after deadline, and hiring notification is made by June.

#### **Greenville, NC**

**(pop. 93,137)**

Teens Ages: 16-21

# Employed Youth: 25

# of Weeks: One - 7 weeks  
29 hrs @ \$7.25

Funding Source: **\$36,794 - City**

Offered Employment Preparation

The program is year-round through Greenville NCWorks Center funded by WIOA. The City funds youth that are typically already within the program for the summer that are 16-21.

**Raleigh, NC**

**(pop. 469,298)**

Teens Ages: 15-18

# Employed Youth: 184

# of Weeks: One - 9 weeks

20-30 hrs @ \$8.25

Funding Source: **\$220,000 - City**

Offered Life Skills Development

Process begins the first of February, interviews are completed by the end of March, and hiring notification is made mid-April of each program year.

**Wayne Community College,**

**Workforce Innovation and Opportunity Act (WIOA)**

**Goldsboro, NC (pop. 34,234)**

Teens Ages: 16-24 (HS Dropouts)

# Employed Youth: 34

# of Weeks: 6 months (max. 520 hrs)

20 hrs @ \$7.25

Funding Source: **\$127,000 - WIOA**

Offered Career and Workforce Development

The program is year-round through WCC funded by WIOA.

Councilmember Williams stated initially he went to Mr. Guthrie and told him about several grants that would have helped pay for the program. Mr. Salmon if you get a chance, will you follow-up with him. Fifty jobs are nice but it is not making a dent.

Ms. Simpson-Carter stated on your FY18 Summer Final Report and Recommendation it addresses Councilmember Williams comment regarding the four grants, TANF, WIA, CSBG and HHS. Primarily, three of those we do not qualify for and the WIA is an extension of the WIOA that Wayne Community College receives therefore that would be us competing with a sponsoring partner.

Mayor Allen stated here is a question for Council. Councilmember Williams would like to see the program increase, Ms. Simpson-Carter is recommending it stay the same, would Council like to think about it and discuss tomorrow or add to a future work session.

Councilmember Williams stated he would like to see the program expanded to 100.

Councilmember Matthews requested time to review the information. I agree it should be growing.

Additional discussion included speaking with partners and increasing work sites.

Council asked that the Summer Youth Employment Initiative added to the work session for the March 2<sup>nd</sup> meeting agenda.

**Council took a break from 2:13p.m. – 2:21 p.m.**

**Seymour Johnson Air Force Base Maintenance Contract.** Mr. Dennis Goodson with Seymour Johnson Air Force Base shared the following information:

City of Goldsboro - Seymour Johnson AFB Grounds Maintenance Partnership Opportunity

Why have a City & Air Force Partnership?

- Leverages resources to enable mutual benefits
- Cost-effective efficiencies...reduces risk

- Strengthens community-base relationship
- Supports National Defense Strategy – “...leadership can harness opportunities and ensure effective stewardship of taxpayer resources.”

Existing City & AF partnerships:

- |  |                          |
|--|--------------------------|
| -- Fire, police, EOD mutual aid/training | -- Water & sewer service |
| -- Bryan Multi-Sports Complex            | -- Refuse collection     |

Grounds Maintenance

Installation grounds maintenance

- 1,685 acres of grounds (no base housing grounds)...includes 885 acres of airfield
- Informal discussions indicate cost savings to Air Force...potential benefits to City

Intergovernmental Support Agreement (IGSA) candidate

- Need Letter of Intent from City...starts formal negotiation process
- State statute issue to resolve
- If mutually beneficial, IGSA signed ~15 Oct 2020...work will start ~1 Mar 2021

Mr. Rick Fletcher shared the following information:

Proposed Grounds Maintenance Intergovernmental Support Agreement (IGSA) with SJAFB

General Overview

The intent of the IGSA initiative is to encourage partnerships between Air Force installations and local governments where similar services, that local governments are already providing, can also be provided on Air Force installations. Although the concept appears to be simple, considering a Grounds Maintenance IGSA has presented its own challenges.

Unlike the Commercial Refuse IGSA the City enter into with Seymour Johnson Air Force Base (SJAFB) last year, which provides exactly the same type and level of service the City provides and contracts out to its commercial customers, the proposed Grounds Maintenance IGSA has distinctly different requirements that are above and beyond the level of service the City currently provides. Additionally, concerns have been raised regarding NC General Statute limitations and/or restrictions. Specifically, based on preliminary research, grounds maintenance is not seen as an approved public enterprise. The City maintains its own properties, but does not contract to provide grounds maintenance to others.

To better understand the scope and magnitude of the grounds maintenance services requested, and assist council with making an informed decision, the requirements of the proposed IGSA Performance Work Statement for Grounds Maintenance have been provided and summarized in the slides that follow.

Scope of the SJAFB Grounds IGSA

ITEM	DESCRIPTION	ESTIMATED QUANTITIES		ESTIMATED WORKLOAD		BY REQUEST* Items 1 & 5
		Quantity	Unit	Growing Season	Non-Growing Season (Nov)	Non-Growing Season (Dec-Feb)
1*	Improved Grounds Turf	580	Acres	34	2	3
2	Edging	44	Miles	16	2	0
3	Maintain Semi-Improved Grounds Non-Airfield	220	Acres	16	2	0
4	Maintain Semi-Improved Grounds Airfield	885	Acres	12	2	0
5*	Leaf Removal	200	Acres	0	0	3
6	Prune Shrubs/Hedges	3500	Each	2	N/A	N/A
7	Fertilization Areas	292	Acres	2	N/A	N/A
8	Weed Control improved turf	292	Acres	2	N/A	N/A

9	Maintain Special Landscaped/Flower/Rock Beds	2	Acres	16	1	3
10	Litter Removal	1500	Acres	36	4	12

Description of Services

- Improved Grounds Turf Mowing Trimming/Weed Eating - 580 Acres
  - Mowed/Trimmed between 2 to 4 inches - *Including drainage ditches*
  - Trimming shall be concurrent with mowing and height shall match surrounding area grass
  - Grass clippings shall be removed or mulched when visible after mowing
  - All litter, tree limbs, pine cones, trash, etc. shall be removed prior to each mowing/trimming
  - Ditches shall be free of shrubs, trees, silt & trash to keep water free flowing
  - Damage to trees & shrubs from trimming shall be repaired by the City
  - City will replace damaged plants with same size and type w/in 15 days after notification
- Improved Grounds Edging - 44 Miles
  - Sidewalks, driveways, curbs, patios, pavilions & other concrete or asphalt edges
  - Edge no more than ½-inch from the hard surface edge & maintain even contour
  - Grass, vegetation & dirt from edging shall not be left on paved surfaces
- Improved Grounds Fertilization - 292 Acres
  - The City shall have a pH adjustment & fertilizer application program for all improved turf
  - Type & amount of fertilizer or amendments applied should be based on the needs of the individual types of turf to maintain optimal root growth
- Improved Grounds Non-Turf Areas
  - Remove all vegetation/litter from “Low Maintenance Rock Beds” to show neat/professional appearance
  - City may use various methods of weed control that do not degrade the quality of the mulch surfaces
  - Dyes may also be used to enhance and track chemical applications
  - Running tracks around gym and hospital shall be blown off and kept free of grass and other debris
- Improved Grounds Leaf Removal – 200 Acres
  - Leaves & tree debris shall be removed as requested during non-growing season
  - Sparse amount of leaves may be mulched in place if the residual mulch does not excessively cover turf
  - The City shall dispose of excess material in approved waste containers
- Special Landscaped/Flower/Rock Beds – 2 Acres

- Maintain beds to present a manicured appearance
  - Beds include shrub beds, hedge beds, flower beds, a mixture of vegetation or even single trees
  - Maintenance includes pruning shrubs, hedges & trees, trimming flowers, adding soil amendment/ fertilizing, watering, weed, trash/debris removal and replacement of plants and bedding materials
  - City may use various methods of weed control that do not degrade the quality of the mulch surfaces
  - Dyes may also be used to enhance and track chemical applications
- Improved Grounds Prune Shrubs/Hedges - 3,500 each
  - Shrubs not included in “Special Landscaped/Flower/Rock Beds”
  - Maintain their natural growth characteristics, existing shape, and health to promote safety and security
  - Prune hedges to maintain natural mature height, shape and form by removing new growth
  - Prune shrubs to maintain a minimum of 3 inches from buildings and other obstructions
- Remove Debris/Police Improved Grounds, and Base Fence Lines - 1,500 Acres
  - The City shall pick up all litter or other debris from all roads, streets & parking lots weekly or as directed
  - In non-growing seasons, all litter or other debris shall be picked up in turf areas weekly or as directed
  - The City shall dispose of collected material in appropriate waste containers designated by the COR
  - Besides weekly, 4 additional policings will be added as directed for special occurrences on SJAFB
  - The City shall remain flexible and provide debris removal after windy conditions as a top priority
- Semi-Improved Grounds (Non-Airfield) - 220 Acres
  - Grass, weeds and vegetation shall be maintained between 4 to 10 inches
  - Drainage ditches shall be mowed, free of shrubs, trees, silt & trash to keep water free flowing
  - Cutting bunkers in munitions area shall be coordinated with Contracting Officer Representative (COR)
- Semi-Improved Grounds (Airfield) - 885 Acres
  - Grass, weeds and vegetation shall be maintained between 7 to 14 inches
  - Drainage ditches shall be mowed, free of shrubs, trees, silt & trash to keep water free flowing
- Semi-Improved Grounds Trimming/Weed Eating
  - Grass, weeds & vegetation shall be trimmed, between 4 to 10 or 7 to 14 inches as appropriate around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders etc.
  - Trimming height shall match or be less than surrounding area grass heights
  - Damage to trees & shrubs from trimming shall be repaired by the City
  - City will replace damaged plants with same size and type w/in 15 days after notification
- Mow Taxiway, Runway Edge Lights & Signs
  - Maintained between 4 to 7 inches in a 15 foot diameter circle around runway edge lights and signs
  - No loose vegetation or debris created from operations shall be left on paved areas
- Airfield Coordination
  - The City shall coordinate all activities on the airfield by contacting Airfield Management
  - Flight-line drivers training must be completed prior to operating vehicles or mowers on the flight line
  - All employees working on airfield grounds will always have a flight-line driver’s license card on them
  - Vehicles must have a valid pass issued by Airfield Management prior to operating on the flight line

- The City must remain flexible and ready to adjust to changing airfield priorities and/or aircraft missions
- The City shall be responsible for insuring all foreign objects and debris produced by ground maintenance is cleared off of all taxiways, runways, and aircraft parking aprons
- Airfield Tower Communications
  - When operating near runways, overruns and taxiways, the City shall maintain constant two-way radio contact with the control tower and Airfield Management
  - The City shall maintain contact with the control tower when operating on or within 150 ft. of the runway
  - The City shall provide all communication equipment – VHF w/minimum 5-mile range & private line
  - The City will be responsible for any changes to radio types the base makes in the course of this contract
  - The City shall respond immediately to the directions of the Air Traffic Control Tower Personnel
- Control Vegetation in Sidewalks and Parking Areas
  - Parking lots and sidewalks shall be maintained vegetation free – no grass, weeds, etc.
  - City may use various methods of weed control that do not degrade the quality of the surfaces
  - Dyes may also be used to enhance and track chemical applications
- Herbicide Application Procedures/Weed Control Improved Turf
  - The City shall submit a weed control plan to the Contracting Officer for approval prior to application and it must be updated before any new herbicide is used and shall detail:
    1. The type of herbicide(s) to be applied; with the name & EPA number & application rate (amount per acre)
    2. Timing of application(s)
    3. The type of application equipment
  - Personnel shall possess required state certifications in Right of Way and Ornamental & Turf categories
  - The City shall perform treatment of pest weeds (broadleaf weed control) in accordance with federal and state regulations and DoD Pest Management Programs prescribed in AFI 32-1053 and DoDI
  - Storage and mixing of herbicides by the City is not allowed on base
  - City must have a spill kit on each vehicle capable of containing 110% of the greatest container volume
  - All wastes shall be the responsibility of the City and will be disposed of offsite

#### City's Current Grounds Requirements

- Public Works Department
  - Right-of-Ways and Vacant Lots ~ 100 Acres
  - Cemeteries ~ 60 Acres
  - Sewer outfalls ~ 18 miles
  - Spray fields ~ 12 Acres
- Parks and Recreation
  - City Parks, Ball Fields, etc. ~ 200 Acres
  - Golf Course ~ 85 Acres
  - Center Street Downtown

#### Considerations

- Creating a New/Separate Off-Site Division – *Base Grounds Maintenance*
  - All new personnel and equipment assigned will be staged on base
- Scope and Magnitude of Service Requirements
  - Outside the scope and magnitude of anything the City currently accomplishes for grounds
  - Special training and certifications for airfield mowing operations

- Communication requirements with Air Control Tower
- Added Liability
  - Mowing around all base facilities, parking areas, roads, etc.
  - Airfield mowing
- Additional Equipment for Garage to Maintain
  - Currently undermanned in heavy equipment mechanics
  - Must add fulltime mechanic
- FY 20/21 Budget Obligations/Impacts – Startup Costs \$1.3M
  - Fronting the equipment purchases (\$650K)
  - Labor Costs (\$650K - \$750K)
- NC General Statute Limitations – *Default to City Attorney*
  - Initial research indicates it is NOT an approved public enterprise

Council also discussed number of employees needed.

Mayor Allen requested a list of equipment including hours on equipment. Mayor Allen asked Mr. Goodson when they needed a decision. Mr. Goodson replied by the fall; they would like a letter of intent. Mr. Fletcher stated there is no commitment with the letter of intent, it is just saying we will continue the discussion. There is not official commitment, we would come back to Council for an official commitment.

**Rails to Trails Update.** Councilmember Williams shared a video regarding Rails to Trails. He also shared photos of North End.

Ms. Jennifer Collins, Planning Director presented the following information:

#### What is a Rail-Trail?

- Rail-trails are multipurpose public paths created from former railroad corridors.
- These paths are flat or gently sloping, making them easily accessible and a great way to enjoy the outdoors.
- Rails-to-Trails Conservancy serves as the national voice for trails, setting the precedent that rail-trails are need-to-have community assets and establishing policies and practices that ensure trails are built.

#### North Carolina Rail-Trail Stats

- 31 total rail-trails
- 125 miles of rail-trails
- 21 current projects
- 162 miles of potential rail-trail
- Funding
  - \$22,574,906 (FY 18 TA Set-Aside Apportionment)
  - Transportation Alternatives (TA) Program

#### Transportation Alternatives (TA) Funds

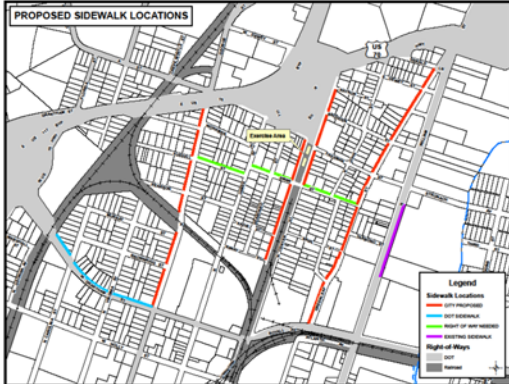
- Transportation Alternatives Program (TAP)
- Established by Congress in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act of 2012 (MAP-21)
- Fixing America's Surface Transportation Act of 2015 replaced TAP with TA Set-Aside (TASA) of the Surface Transportation Block Grant Program (a core Federal-aid Highway Program)
- Eligible activities include most activities historically funded as "Transportation Enhancements", the Recreational Trails Program, and the Safe Routes to School program
- TA projects must be one of 10 eligible activities and must relate to surface transportation.

#### TA Eligible Activities

- Pedestrian & Bicycle Facilities
- Safe Routes for Non-Drivers
- **Conversion of Abandoned Railway Corridors to Trails**
- Scenic Turnouts and Overlooks

- Outdoor Advertising Management
- Historic Preservation & Rehab of Historic Transportation Facilities
- Vegetation Management
- Archaeological Activities
- Stormwater Mitigation
- Wildlife Management

#### N. Center Street – Possible Project



#### North End – Possible Project

- Railroad Right-of-way not Abandoned
- Acquisition of Right-of-way necessary for sidewalk construction within City right-of-way
- Possible pedestrian access along Greenleaf Street and N. George Street (sidewalk installation within right-of-way)
- City Sidewalk Fund (\$65,527.87)
- Bicycle, Pedestrian and Greenway Plan Recommendations for North End

#### Bicycle, Pedestrian and Greenway Plan

- Recommended sidewalk
  - George Street
  - William Street
  - W. Grantham Street

Council discussed the proposed North End project and asked that staff come back with estimated costs.

**Retreat Decisions.** Ms. Melissa Capps, City Clerk reviewed the following with Council:

- Pull resident survey from the City of Durham’s website to share with Council.
- Council agreed with the proposed revisions to the City’s vision and mission statements.
- Provide Council with a copy of the Parks and Recreation Master Plan recently done for District 6.
- Provide Council with a copy of the Purchase Order Rollover.
- City Vehicles – Policy regarding Bluetooth or hands-free use of cellphones.
- Inclement Weather Policy – provide estimated costs to pay essential employees versus providing comp time.
- Provide juvenile arrests statistics.
- Provide a copy of the proposed street resurfacing list to bid out this spring. Also provide a copy of the priority list for dirt streets.
- Revise March 2, 2020 Agenda – add Summer Youth Employment Initiative to Work Session.
- Provide a list of proposed equipment, hours and costs for potential maintenance of SJAFB grounds.
- Cost estimates for sidewalks in North End.

Councilmember Williams asked that an email be send to departments to see if they could use more SYEI employees.

There being no further business, the meeting recessed at 3:15 p.m.

## **FEBRUARY 27, 2020**

The Mayor and Council of the City of Goldsboro, North Carolina, for their Annual Retreat beginning February 27, 2020 at 8:30 a.m. at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro, North Carolina with attendance as follows for February 27, 2020:

Councilmembers Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bill Broadaway  
Councilmember Antonio Williams  
Councilmember Taj Polack  
Councilmember Brandi Matthews  
Councilmember David Ham  
Councilmember Gene Aycock

Others Present: Tim Salmon, City Manager  
Melissa Capps, City Clerk

**Call to Order.** The meeting was called to order by Mayor Allen at 8:30 a.m.

**Ethics Training.** Ms. Capps shared North Carolina's local government ethics education statute requires governing board members to receive a minimum of 2 clock-hours of ethics training within 12 months of each election or re-election to office. The UNC School of Government provides an On-Demand Webinar that will satisfy the 2 clock hours of local ethics training required by state law for elected and appointed members of city councils and county boards of commissioners.

A PowerPoint lecture was presented which covered a number of topics including the following:

- Defining ethics and ethical behavior;
- Distinguishing between legal and ethical standards;
- Explanation of the effects of role conflicts and interest conflicts on ethical decision making;
- Applying a process when making ethical decisions;
- Description of the development of a successful code of ethics;
- Laws governing conflicts in contracting;
- Determining when a member cannot vote and when a member must vote on issues before the governing board.

**Roberts Rules of Order and Board Procedures.** Mr. Trey Allen, Associate Professor of Public Law and Government with the UNC School of Government shared the following information:

### **PURPOSES OF PARLIAMENTARY PROCEDURE**

- To allow the will of the majority to be determined in an orderly and efficient manner.
- To protect the rights of individual members and minorities, particularly their right to participate in the group's deliberations. *Mason's Manual of Legislative Procedure*, § 1 (2010 ed.)

### **SOURCES**

- Statutes
- Case Law
- Charters
- Local Rules
- "Fall-back" Resources

### **7 BASIC PRINCIPLES**

1. The council's authority is defined and limited by state law.

2. The council must act as a body.
3. A quorum is necessary for the council to act.
4. Every member has an equal right to participate.
5. There must be an opportunity for debate.
6. The council must act by majority vote.
7. Meetings should be characterized by fairness and good faith.

Councilmember Aycock stepped out at 11:00 a.m.

## 7 COMMON PROBLEM AREAS

### 1. AGENDA

- The council is ultimately responsible for its own meeting agendas
- Preparing a preliminary agenda may be delegated
- A majority of the council can amend the agenda
- Is there a legal restriction on the subject-matter of the meeting (regular, special, etc.)?

### 2. QUORUM

- Number of members who must be present to conduct business
- Usually defined as “majority of membership” ( more than ½ of total seats)
- What about vacancies?
  - City Quorum Statute
    - 5 (total seats) + 1 (mayor) = 6
    - Quorum = 4 (majority of 6)
    - 5 (total seats) + 1 (mayor) = 6
    - 6 – 1 (vacancy) = 5
    - Quorum = 3 (majority of 5)

### 3. MOTIONS

- Main (substantive) motions
- Procedural motions
- Are seconds to motions always required?
- Motion before discussion, or vice versa?

### 4. HANDLING DEBATE

- All members should have a similar opportunity to speak
- Extend courtesy to each other and the public in the debate
- “I call the question” –*treated like any other motion and requires vote of the board*

### 5. VOTING

Simple majority (more than ½) of votes cast required to adopt most motions

- Special voting requirements for some actions
- Adopt ordinance or approve contract
  - Majority of all members not excused from voting
- Adopt ordinance on date of introduction
  - 2/3 actual membership – vacant seats
  - Example:
    - Council has 7 seats, but 2 are vacant. Mayor votes only in the event of a tie. On DOI council votes 3 to 2 in favor of proposed ordinance.
    - Result?
      - Ordinance fails 7 (total seats) – 2 (vacancies) = 5
      - 2/3 of 5 = 3.33
- Members have a duty to vote unless properly excused
- Default “Aye” Rule
- Does the Mayor vote?
- Record votes in the minutes

### 6. POSTPONING AND REVIVING MATTERS

*Procedural Options:*

- Table
- Remove from the table
- Postpone to Certain Time
- Reconsider
- Rescind (or repeal)

Councilmember Matthews stepped out at 11:25 a.m.

## 7. MANAGING PUBLIC INPUT

Establish rules for speakers to ensure fairness and maintain order

- Announce rules before comment period/hearing
- Provide rules in writing
- Apply rules consistently to all speakers
- Determine subject matter limitations – if any – in advance (be careful not to trample 1st Amendment)

Council discussed the public comment period.

Councilmember Williams stated I am not an attorney but I did some research. It says that government officials cannot silence speech because someone criticizes them or even silence them because they consider them troublemakers. You cannot silence them because they something offensive to you.

Mr. Trey Allen stated offensive is not a good standard, slander or abusive is a better standard; because what is offensive to people varies.

Councilmember Ham shared the following proposed amendment to the City's Public Comment Period Policy:

Add a definition of "decorum" - "correct or proper behavior that shows respect and good manners." Add to the policy a description to the decorum standard, including prohibitions on vulgar language, profanity, inappropriate gestures, insults, personal attacks, or accusations. Encourage speakers to be courteous and respectful.

Mr. Trey Allen stated he thinks that would be fine but shared concerns regarding the definition of vulgar, profanity. Restrictions on speech can be invalid if they are too vague.

Discussion continued. Mr. Allen stated in the Open Meetings Law, it is a misdemeanor to disrupt an official meeting of a public body. He cautioned the law is not triggered unless the presiding officer instructs the person to leave.

Mr. Allen suggested Council work with the city attorney.

### **RONR for Small Boards**

- Member may raise hand instead of standing when seeking to obtain the floor and may remain seated while speaking.
- Motions need not be seconded.
- There is no limit to number of times members may speak to debatable question.
- Informal discussion of subject is permitted while no motion pending.
- When proposal is perfectly clear to all present, vote may occur without a motion.
- Presiding officer need not rise while putting questions to a vote.
- If presiding officer is a member, she may, without leaving the chair, speak in informal discussions and in debate, and vote on all questions. *RONR* (11th ed.), pp. 487-88.

Councilmember Aycock returned at 11:57 p.m.

**Council took a break from 12:00 p.m. to 12:15 p.m.**

**State of the Fire Department.** Chief Dixon shared the following information:

#### Objective

- The City of Goldsboro will establish a comprehensive plan for Capital replacement.

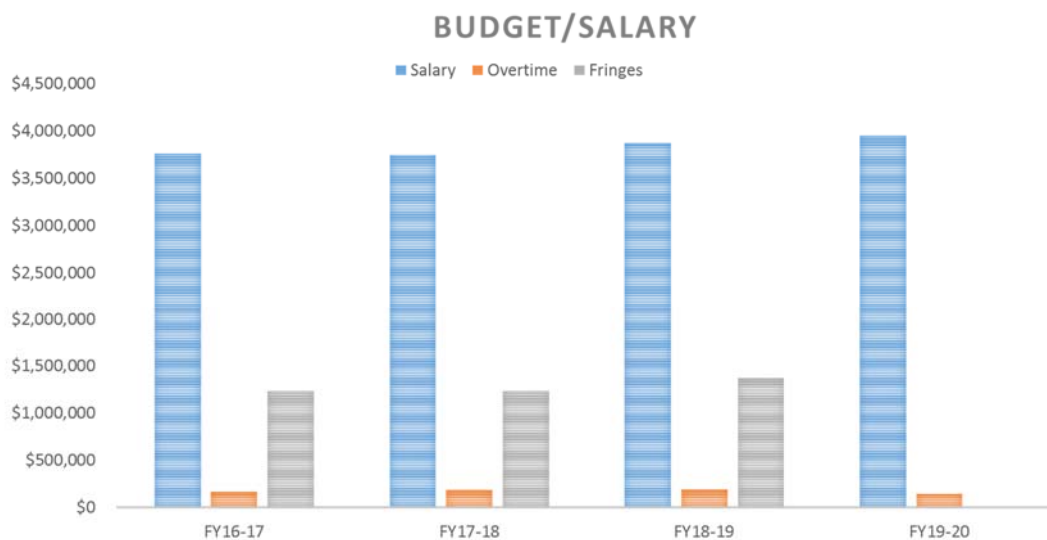
- The City of Goldsboro will maintain or establish policies/procedures that promote diversity and the maintenance of qualified staffing
  - Military model
  - P/T staffing
  - Short Academy
  - Non-EMT requirement

### Summary

The GFD is seeking assistance in acquiring the resources needed (per NFPA, NIST, ISO, IAFC, IAFF, COG, etc.) to provide core public safety services to citizens, members, and guests.

### State of the Fire Department

If fire department resources are deployed to match the risk levels inherent to hazards in the community, it has been scientifically demonstrated that the community will be far less vulnerable to negative outcomes in **firefighter injury and death, civilian injury and death and property loss.**



## Nist High Rise Report

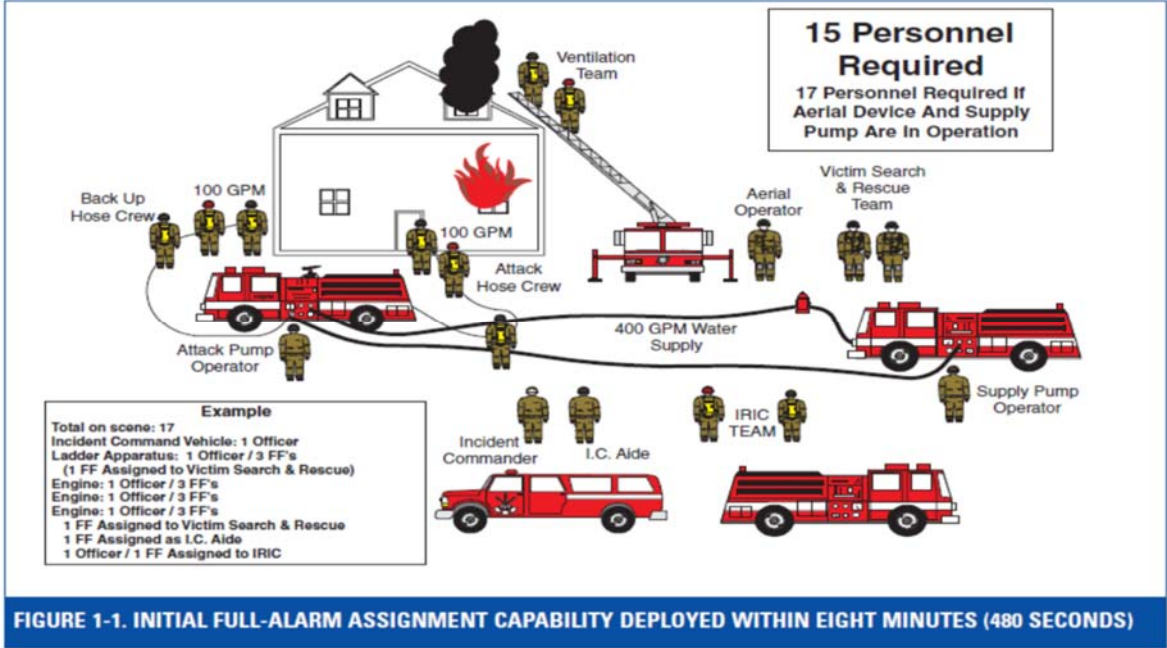
This study explored fires in a residential structure, where the vast majority of fatal fires occur. The researchers built a "low-hazard" structure as described in National Fire Protection Association Standard 1710 (NFPA 1710), a consensus standard that provides guidance on the deployment of career firefighters.

[https://www.nist.gov/publications/report-residential-fireground-field-experiments-0?pub\\_id=904607](https://www.nist.gov/publications/report-residential-fireground-field-experiments-0?pub_id=904607)

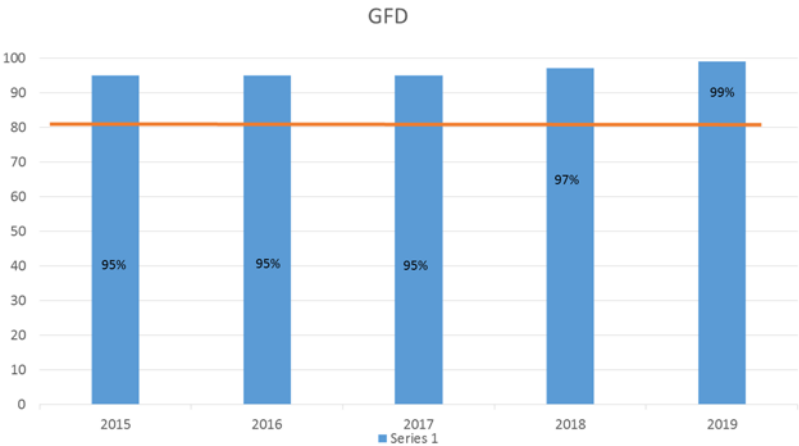
## No.... Not a Law, but

1710 is not a law, but OSHA places two important responsibilities on employers (with fire departments being employers). The first responsibility is to comply with all OSHA standards. The second is to provide a workplace that is free from "recognized hazards". This second requirement is known as the general duty requirement.

	Low Risk	4	Moderate Risk	17	Significant Risk	23	Maximum Risk	28
GFD	1E	3.5	3E, 1L, 1BC	15	4E, 1L, 1BC, 2CO	18	5E, 1L, 1BC, 2CO	24
Mutual Aid			1E, 1SS		3E, 1SS, 1CO		4E, 1L, 2SS, 1CO	
	IC/Safety	1	IC/Safety	1	IC	1	IC	1
	Pump Op.	1	Pump Op.	1	Pump Op.	1	Pump Op.	1
	Attack Crew	2	Prim. Line	2	Prim. Line	2	Prim. Line	2
			B/U Line	2	B/U Line	2	B/U Line	2
			Salv./OH	2	Salv./OH	0	Salv./OH	2
			Search/ResQ	2	Search/ResQ	2	Search/ResQ	2
			Vent	2	Vent	2	Vent	2
			IRIC	2	RIC	2	RIC	4
BC= Bat. Chief			H2O sup.	1	H2O Sup.	1	H2O Sup.	2
CO= Cmd. Ofc					Safety	1	Safety	1
E= Engine					Aerial Op	1	Aerial Op	1
L= Ladder					Acct. Ofc.	1	Acct. Ofc.	1
Salv.= Salvage					Exposures	2	Exposures	2
OH=Over Haul					Rehab		OSC	1
SS= Spcl. Svc.							Rehab	



### Full Response



% of full response within 8 minutes travel time.  
Metric Target is 81%

*“If fire department response times and force assembly times are low, it is more likely sufficient resources have been deployed, which is associated with more positive outcomes. The converse is also true. Higher response times lend to more negative outcomes.”*  
*Dr. Lori Moore-Merrell*

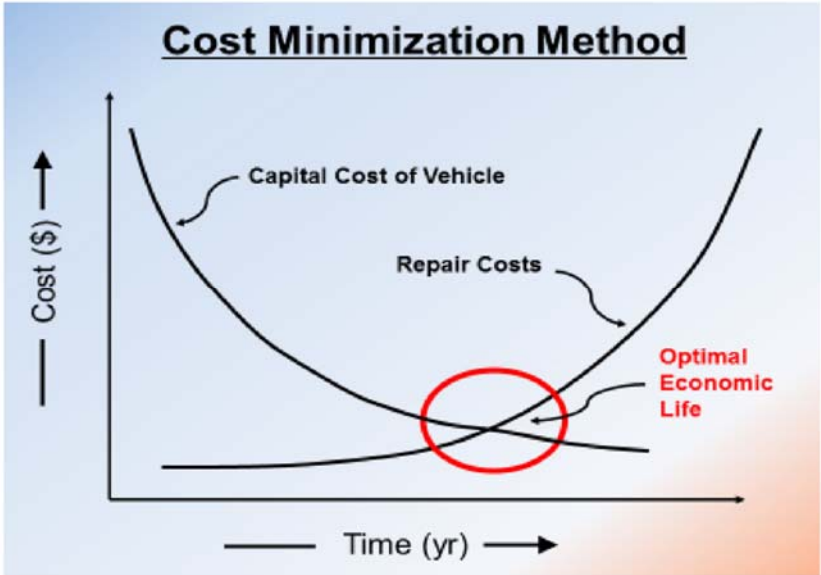
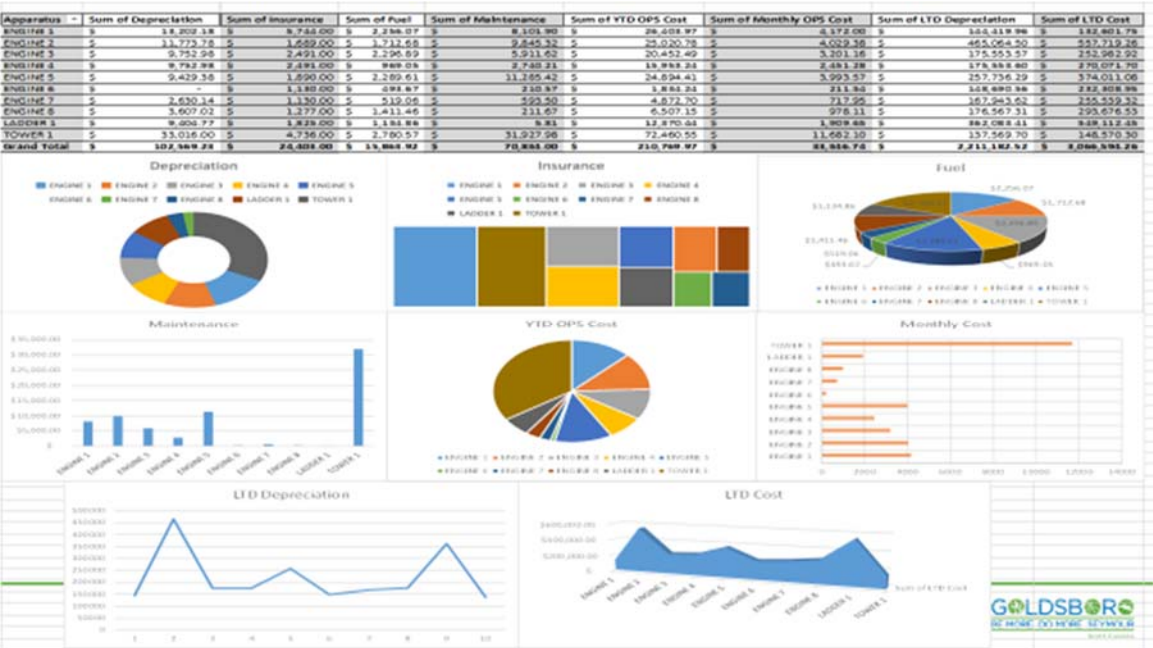
APPARATUS

Aging apparatus has contributed significantly to higher maintenance costs...

State of the Department

UNIT	AGE	MILES	HOURS	ISR%	RFR
Engine 1	3	29629	2995	99	2040
Engine 2	19	133867	15322	69	2025
Engine 3	9	72224	6603	90	2032
Engine 4	9	66139	6207	42	2030
Engine 5	13	106280	9133	92	2028
Engine 6	30	175006	17303		2015
Engine 7	29	161904	15041		2016
Engine 8	22	13488	13515		2023
Tower 1	2	13913	1718	70	2042
Ladder 1	19	9301	11452		2024
Brush 1	44				?

ISR= In Service Rate  
RFR= Recommended for Replacement  
The City of Goldsboro policy indicates replacement at 20 years  
NFPA recommends replacement at 25 years



The chart illustrates the annual costs of a vehicle, where the intersection of the capital cost curve with the repair cost curve identifies the point in time where the annual cost of owning the vehicle is lowest (U Curve theory).

\*\* Per NFPA 1901 2016 edition:

It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status;be upgraded in accordance with NFPA 1912; and incorporate as many features as possible of the current fire apparatus standard (see Section D.3). This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the fire fighters who use the apparatus.

Life-cycling aids in:  
Minimizing overall fleet cost;  
Maximizing vehicle availability;  
Providing fleet users with safe and reliable tools to perform their jobs.

Source: APWA Vehicle Replacement Guide

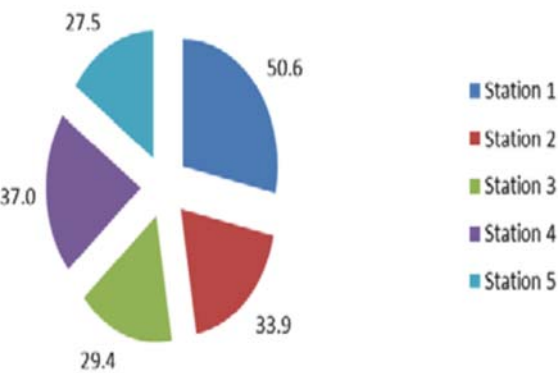
A Way Forward....

	#	7 Years	20	25	30	50	Unit Cost	FY21	FY22	FY23	FY24	FY25	FY26
Engine	7			*			550	\$1,000,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Aerials/Quint	3			*			1M	\$500,000.00	\$500,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Brush truck	1				*		150	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Staff/support vehicles	9	*					35k	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
15 passenger van	1				*		60	\$ -	\$60,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Fire station	5					*	2.5M	\$2,500,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
SCBA	90		*				7K		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Radios	50		*				9000		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
COST								\$4,070,000.00	\$955,000.00	\$513,000.00	\$513,000.00	\$513,000.00	\$513,000.00

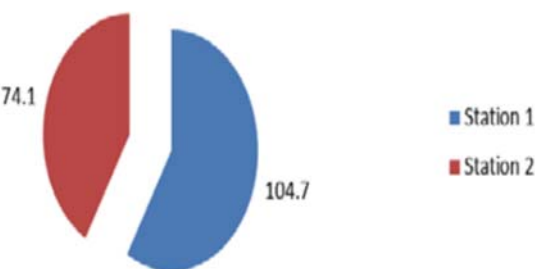
The NCRRS considers station placement and road miles fire engines and ladders travel within a geographical area. Engines have a 1.5 mile “response area” and ladders have a 2.5 mile “response area” that are calculated within the rating process. Any overlap within these response areas does not aid in the NCRRS process, though it may be found beneficial within the operational aspects of firefighting and emergency response.

Road Miles

Current Road Mile Comparison  
1.5 Mile; Total 178.4 Miles



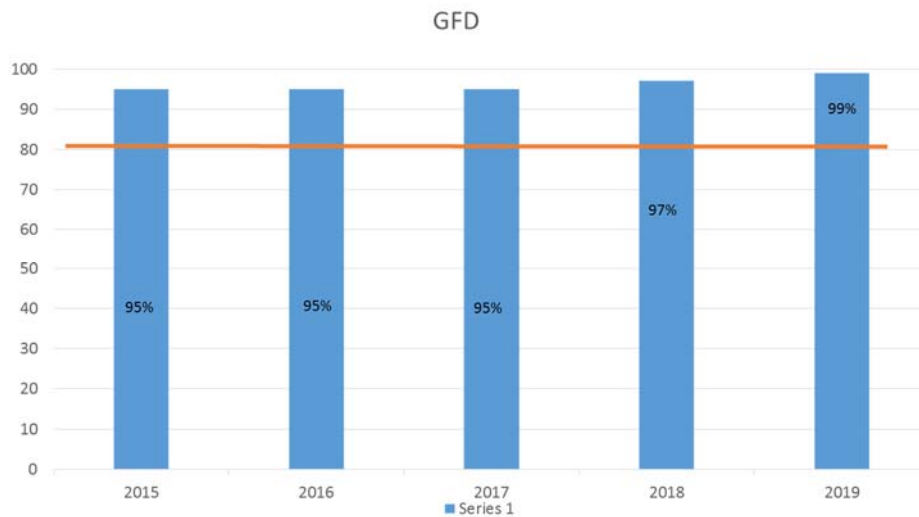
Current Road Mile Comparison  
2.5 Mile; Total 178.8



STATION LOCATIONS

STATION	AGE	SQUARE FT	BAYS
#1 Center Street	43	12,000	4
#2 Royall Avenue	19	7,000	2
#3 Patetown Road	53	3,500	1
#4 Poplar Street		6,900	2
#5 3521 Central Heights	22	8,000	3
Station #1 is currently undergoing renovation			

Full Response



% of full response within 8 minutes travel time.  
Metric Target is 81%

The uncertainty facing the state governments heightens the need for municipal officials to be prudent in their budgeting. Local governments need to be fiscally solvent, but they also need to demonstrate service solvency..... the ability to provide the level and quality of services needed to ensure the general health and welfare of the community.

### A Way Forward

	#	7 Years	20	25	30	50	Unit Cost	FY21	FY22	FY23	FY24	FY25	FY26
Engine	7			*			550	\$1,000,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Aerials/Quint	3			*			1M	\$500,000.00	\$500,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Brush truck	1				*		150	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Staff/support vehicles	9	*					35k	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
15 passenger van	1				*		60	\$ -	\$60,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Fire station	5					*	2.5M	\$2,500,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
SCBA	90		*				7K		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Radios	50		*				9000		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
COST								\$4,070,000.00	\$955,000.00	\$513,000.00	\$513,000.00	\$513,000.00	\$513,000.00

Councilmember Polack stated I would like to say thank you, being a former firefighter I have seen the trend change, dramatically in your presence, in the presence in the community. I also want to thank you for collaborating with Wayne County Schools and the pre-requisite of noting have the EMT I think will bring some more people into the department and that is a good change.

Councilmember Williams asked what are the needs the department needs. Chief Dixon stated to save the city money, we have to address the apparatus needs.

**Affordable Housing – Goldsboro Housing Authority (GHA).** Ms. Dorothy Smith, Chair of the GHA Board, thanked Council for allowing them to come. GHA Board members were asked to stand and were recognized. Mr. Anthony Goodson also thanked Council for the opportunity. The following information was shared by staff at the Goldsboro Housing Authority:

### Our Goal For Today’s Briefing

- Review who we are and our impact on the City
- Discuss our proactive plans for the future
- Discuss opportunities for partnership with the City – “A Win-Win”

### Who is HACG?

- Established in the 1940s
- Employer – 48 employees

- Houser/Landlord – 1306 Families housed currently
- Largest Local Property Manager in Goldsboro – 1225 units managed (plus vouchers)
- Owner of 229 acres of property
- House 8% of households in Goldsboro
- Invest \$8.5M annually in the City

HACG Properties

- West Haven
- Woodcrest Terrace
- Park Court
- Little Washington
- Trinity Court
- Fairview
- Walnut Street
- Elmwood Terrace
- Lincoln

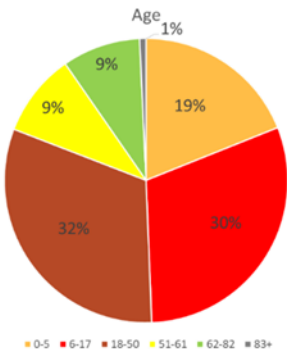
The People We Serve

- 1306 Families Served
  - 1073 Public Housing Resident Families
  - 8 Veteran Voucher Holders
  - 225 Housing Choice Voucher Holders

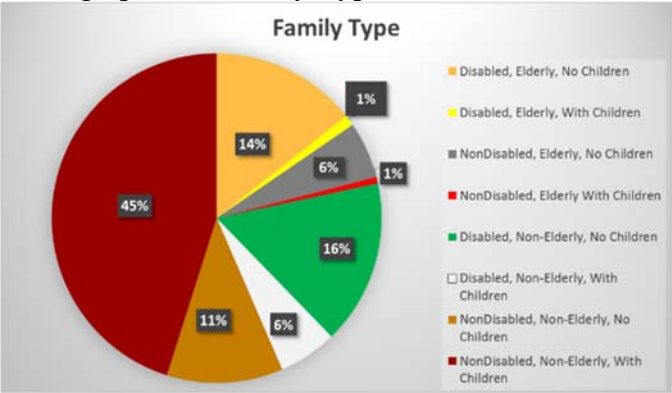
PH Demographics

- Race/Ethnicity - PH
  - 98% Black/African American
  - 2% White
  - 2% with Hispanic ethnicity/98% non-Hispanic
- Household Information - PH
  - Avg Household Size: 2 people
  - 39% of households are 1 Person Household

Demographics – Age PH



Demographics – Family Type PH

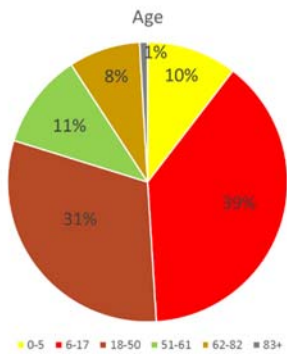


Voucher Demographics

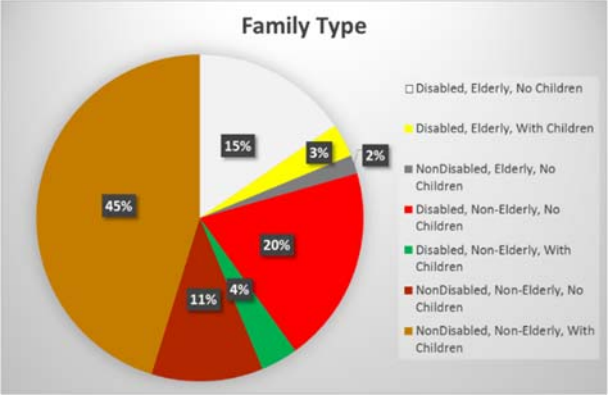
- Race/Ethnicity
  - 91% Black/African American
  - 6% White
  - 3% Multi-racial/Other
- Household Information
  - Avg Household Size: 2 people

- 36% of households are 1 Person Household
- 45% of Voucher holders stay in HCV subsidized housing less than 5 years

Demographics – Age Voucher



Demographics – Family Type



Councilmember Matthews returned at 12:51 p.m.

Our Programs and Services

- Public Housing
  - Resident Opportunity and Self-Sufficiency (ROSS)
  - Jobs Plus
  - Family Self-Sufficiency (FSS)
  - Robust Resident Services Department
- Housing Choice Vouchers
  - Mainstream Vouchers
  - Veterans Administrative Supportive Housing (VASH)

Services

- Basic Computer Skills
- Financial Literacy
- Soft Skills Training
- GED
- Nutrition Classes
- Job Search
- Resume Writing
- Hiring Events and Job Fairs
- Case Management
- Women’s Support Group
- Housekeeping Classes
- Basic Driving Course

Jobs Plus Program Impact

4th Quarter 2016 Employment Data (Year 1):

- % of work-able residents who live in West Haven and are employed: 41.86%
- % of Jobs Plus participants who are employed: 38.46%
- % of Jobs Plus participants who earn a living wage (living wage is a federal definition based on family size): 1.86%

4th Quarter 2019 Employment Data (Year 4):

- % of work-able residents who live in West Haven and are employed: 45.13%
- % of Jobs Plus participants who are employed: 51.48%
- % of Jobs Plus participants who earn a living wage: 3.53%

Youth Programs

- HACG Scholar Program
- Homework Club
- Teen Advisory Board
- Hangin’ with the CEO
- HACG Hornets Basketball Team
- Girl Scouts
- Sydney’s Book Club
- Kindergarten Bootcamp
- Onsite Daycare

Senior Services

- Adult Literacy
- Senior Center
- BINGO
- Paint and Punch
- Wreath Making

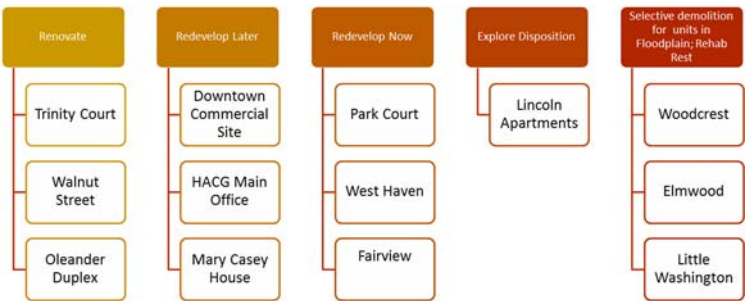
Information Portal - Marketing

- The Community Connect
  - distributed quarterly
- Teen Talk Newsletter
  - distributed quarterly
- Event Calendars
  - distributed monthly
- Website
  - [www.hacg.org](http://www.hacg.org)
- Social Media
  - [Facebook](#) and [Twitter](#)

Where do we go from here?

- Staying the Course is Not an Option Anymore...
  - Diversification
  - Preservation and Growth
  - Financial Viability
  - Long-Term Sustainability
- Portfolio Repositioning
  - EJP completed assessment in 2019
  - Evaluated residential market
  - Evaluated Capital Needs: \$118,691,392 (20 year estimate)
  - Examined Strengths, Challenges and Opportunities
  - Explored Tools available locally and via HUD

A Proactive Plan



Tools to Support Redevelopment



### Choice Neighborhoods



### Core Goals

**Holistic Plan:** Neighborhood + Housing + People

1. **Neighborhood** – support public and private reinvestment in distressed neighborhoods to offer access to services, amenities and public assets
2. **Housing** – replace distressed public or assisted housing with high-quality mixed-income housing
3. **People** – improve outcomes of target households related to employment and income, health, and children’s education

### A Typical Timeline



### Why Should the City Support a Choice Planning Effort?

- Align city investment/spending to support agreed upon priorities (financial predictability and operational efficiency)
- Leverage what HACG is doing to proactively plan for its development sites and its future
- A growing and thriving Goldsboro requires thoughtful plans; if we do not change and grow as a city, we are likely to die
- Not tied to political cycles; a plan that can live above politics
- Helps to reaffirm/confirm our mission, vision and core values as a city
- Opportunity to build strong city/community partnership

### Benefits of Partnership



Examples of properties:

- Norwalk, CT
  - Joint City/Housing Authority Planning Effort (Co-funders)
  - Joint Implementation Team Effort
    - Housing Authority with Lead for housing
    - City with lead for Critical community projects
- Springfield, MA
  - Joint Planning Effort Between City, Housing Authority and County
- Louisville, KY
  - Joint Planning Effort Between City, Housing Authority and County
- New Bern, NC
  - Joint Planning Effort Between City and Housing Authority
- Durham, NC
  - Joint Planning Effort Between City, Housing Authority and County

Discussion included rental versus homeownership and match funding requirements.

**Economic Development Plan – City of Chapel Hill.** Mr. Dwight Bassett, Economic Development Officer for the Town of Chapel Hill provided the following information:

#### 2008 Economic Development Strategy

- Grow the non-residential tax base consistent with the principles of the Town’s Comprehensive Plan.
- Develop educational and employment opportunities to reduce commuting.
- Focus on locally owned and/or oriented businesses.
- Maintain an open and collaborative relationship with the University.
- Welcome green and ecologically sound businesses and developments.
- Maintain a community character that promotes economic vitality, environmental protection and social equity.

#### 2010 Council Goal to Create Small Area Plan

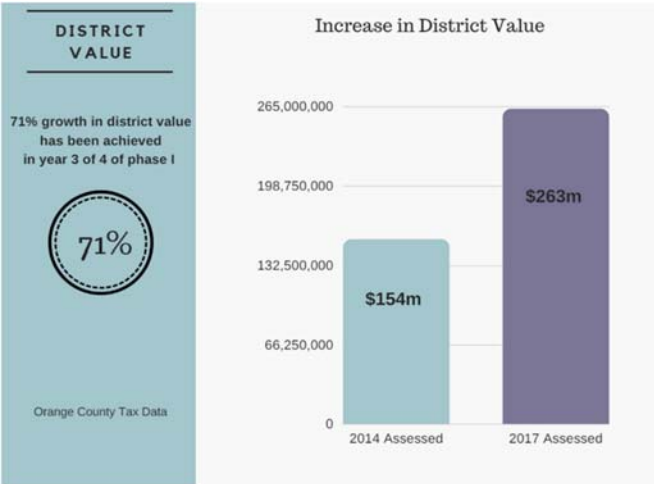
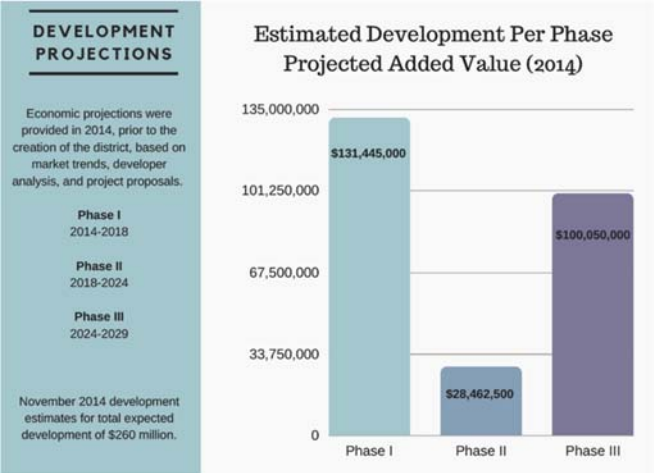
Ephesus-Fordham – Name of crossroads

- Framework of the Plan
  - Increased Connectivity Throughout
  - Create Greenspace System
  - Create Mixed-Use Nodes
  - Multi-Family Residential Development
  - Increased Transit Presence and Facilities
  - Roadway Operational Improvements
  - Provide for Increased Density
- Essence of the Plan:
  1. Rezone the district to Form Based Code
  2. Adopt a finance plan to allow road construction and improvement that captures new tax growth to pay for bonds (\$10 million)
  3. Build a stormwater device to help with water flow and create a park around it (\$3 million)

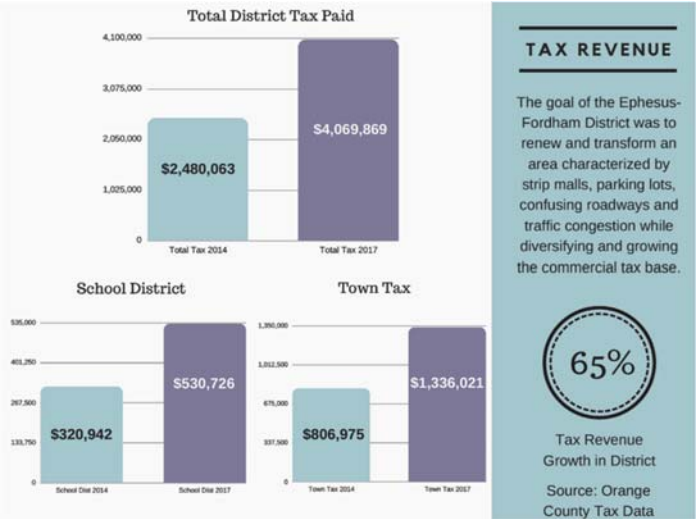
#### Timeline

- 2011 Adopted Small Area Plan and Implementation goals

- 2014 Adopted new zoning based on plan
- 2014 Plan adopted for public investment using synthetic TIF
- 2015 Investment begins
- 2018 New brand revealed
- 2019/2020 Continuing investment and infrastructure improvements



Under Construction	
745,783	\$109.34M (estimate)
1,167,703	\$182.33M



Updated Scorecard

Revenues exceed *cumulative* debt payments by FY 20-21

- Property tax revenues from completed and under construction projects

- Debt payments on completed road improvements and Elliott Rd Extension

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21
Revenues					
Incremental Property Tax	\$0	\$499,190	\$510,089	\$554,006	\$1,065,729
Expenditures					
Debt Service Payments	\$434,941	\$435,224	\$434,429	\$487,772	\$668,617
Revenue less Debt Service	\$ (434,941)	\$63,966	\$75,660	\$66,234	\$397,112

Current 2022 budget projections estimate \$800,000 in new property tax revenue.



Incentives Policy

- All incentives are performance based.

Startup Energy & Entrepreneurs

- Leveraging \$1.2 billion in research from UNC
- Launch Chapel Hill is a **start-up accelerator** located in the heart of downtown Chapel Hill.
- Twice a year, Launch Chapel Hill hosts a 22-week program designed to increase the growth potential of start-up and early stage small business ventures. Summer programming began in 2019.
- Since opening in 2013,
  - > **113** companies have participated in the cohorts,
  - > **92 remain active.** Launch companies have raised more than
  - > **\$35 million** and created more than
  - > **559** jobs.

Seeing Results

- **Carolina Donor Services** announced new facility in Town’s Enterprise Zone (Millhouse Road). It was a Council goal to rezone the property to help in bringing in new jobs and companies and this is the first announcement. **(100 jobs, 50,000SF)**
- Well Dot, Inc. announced **400 jobs in Downtown** in November 2019. (Med/Tech)
- **Wegman’s** store under construction on US 15-501. **(100,000SF)**
- **UNC Healthcare’s** Eastowne building **(153,000SF)** currently under construction and site masterplan underway.

Mr. Salmon asked can you share what your Economic Development Department looks like. Mr. Bassett shared from 2008 to 2018 it was just me, we currently have two employees.

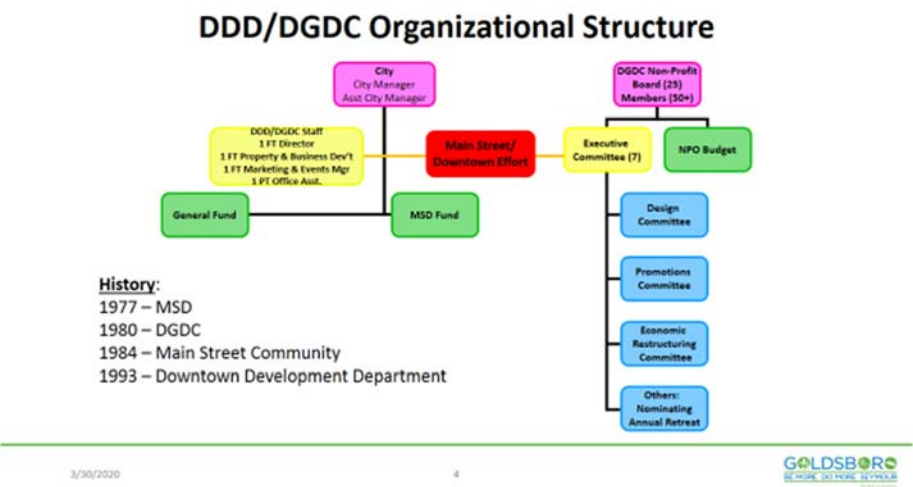
Councilmember Williams asked did you work with Planning to change zones. Mr. Bassett replied absolutely.

**Economic Development Plan – City Manager.** Mr. Tim Salmon presented the following information:

Downtown Vision

Beautiful, historic, lively and full of economic opportunity and gusto. We honor our past while developing diversity and vibrancy to create a cultural arts, entertainment and urban lifestyle center.

DDD & DGDC Board: Goldsboro’s private sector partner working to achieve an economically healthy downtown within the Main Street™ Community approach. We work to make downtown Goldsboro better, so whatever you do, you can do it downtown.



Marketing


- Press Releases
- Weekly Email Blast
- Banners and Billboards
- WGTV
- Radio Ads
- Print Ads
- Websites
- Newspaper
- Twitter
- City Message System
- Facebook
- Instagram
- Direct Mail
- Brochures
- The Buzz
- Go Magazine
- Our State
- Dining/Event Guide
- WGBR Interviews
- WRAL TV and Website
- The New Old North
- Table Cards
- Ornaments
- T-Shirts
- Direct Mail
- Brochures

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- WGBR Interviews
- WRAL TV and Website
- The New Old North
- Table Cards
- Ornaments
- T-Shirts

Events

- Shop Small Saturday (1)
- Downtown Goes Pink (1)
- Vacant to Vibrant (1)
- Beer Festival (1)
- Dillard Alumni Parade (1)
- Community Cares (1)
- Kiss the Pig (1)
- Sprinkler Fun Days (12)
- Center Street Jams (9)
- DGDC Annual Dinner (1)
- Lights Up (1)
- Seasonal Trolley Rides (4)
- Selfie with the Elfie (23)
- DGDC Annual Retreat (1)
- DGDC Committee Meetings (36)
- Available Property Open House (1)
- Bar Bounces (3)
- ~~Poultry Festival~~/NC Freedom Fest (1)
- Shop The Block (3)
- Blithe Spirit (Play Series) (1)
- ~~Tipsy Turkey~~ (1)
- Public Art Installation Ceremony (1)
- Volunteer Information Session (1)
- ~~Wings Of Wayne~~ (1)
- Groundbreaking (1)

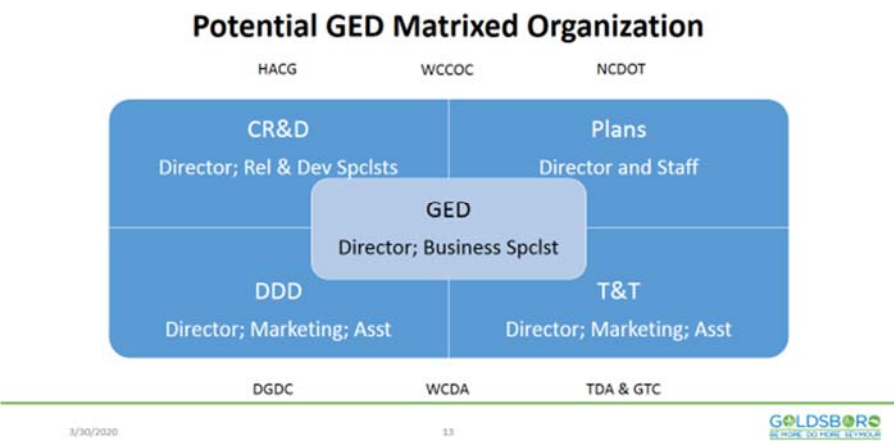
Downtown Economic Statistics										
	Bldg. Renovations	New Jobs	Job Lost	Net Job Gain	New Business	Business Closed	Net Business Gain	Business Expansion	\$ Value of New Investment PUBLIC	\$ Value of New Investment PRIVATE
2013-2014	15	42	17	25	12	7	5	0	\$1,504,393	\$1,026,589
2014-2015	14	73	25	48	15	7	8	1	\$10,635,878	\$415,731
2015-2016	41	90	14	76	16	8	8	2	\$6,327,519	\$6,381,283
2016-2017	19	57	10	47	19	7	12	2	\$1,727,888	\$5,007,273
2017-2018	35	29	14	15	11	5	6	0	\$960,245	\$4,799,785
2018-2019	23	131	16	115	25	11	14	3	\$3,055,885	\$2,611,850





DDD Courses of Action

- **Downsize Downtown Development Department**
  - Pro – Save salary(s)
  - Con – Do less with DGDC and MSD businesses/developers
- **Maintain Downtown Development Department**
  - Pro – Continue to work with DGDC and grow MSD similar to past efforts
  - Con – No savings or City-wide Economic Development Director/Department
- **Grow into Goldsboro Economic Development Department**
  - Pro – Potentially bigger ROI; possibly do the same with DGDC
  - Con – Will likely cost more and may detract from MSD focus



Council discussed structure and moving out into other areas. Mayor Allen suggested some plan be formulated by budget time.

Councilmember Polack asked for a map of perimeters out of the MSD District.

There being no further business the meeting adjourned 2:24 p.m.

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

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

MINUTES OF THE MEETING OF THE CITY COUNCIL HELD  
MARCH 2, 2020

**WORK SESSION**

The Mayor and City 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 March 2, 2020 with attendance as follows:

Present:

Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bill Broadway  
Councilmember Antonio Williams  
Councilmember Brandi Matthews  
Councilmember David Ham  
Councilmember Gene Aycock  
Ron Lawrence, Attorney  
Tim Salmon, City Manager  
Laura Getz, Deputy City Clerk  
Octavius Murphy, Assistant to the City Manager  
Jennifer Collins, Planning Director  
Scott Williams, IT Director  
Felicia Brown, Interim P&R Director  
Mike Wagner, Public Utilities Director  
Rick Fletcher, Public Works Director  
Joseph Dixon, Fire Chief  
Erin Fonseca, Interim Director  
Scott Satterfield, Business & Property Development Specialist  
Catherine Gwynn, Finance Director  
Shycole Simpson-Carter, Community Relations Director  
Adam Twiss, Paramount Theatre & Event Center Director  
Bernadette Dove, Human Resources Director  
LeAnn Rabun,  
Keyon Carter, Citizen  
Lonnie Casey, Citizen  
Bobby Mathis, Citizen  
Della Mathis, Citizen  
Carl Martin, Citizen  
D.R. Halliday, Citizen  
Levone Covington, Citizen  
Yvonnia Moore, Citizen  
Patricia Polack, Citizen  
Kelvin Stallings, Citizen  
Sylvia Barnes, Citizen  
Sharon Matthews, Citizen  
Alicia Pierce, Citizen (arrived at 5:15 p.m.)

Absent: Councilmember Taj Polack

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

**Adoption of the Agenda.** Mayor Pro Tem Broadway made a motion to adopt the agenda. Councilmember Aycock requested to amend the agenda to remove Item a: Summer Youth Employment Program Discussion from the work session, seconded by Councilmember Williams. City Manager Tim Salmon requested adding an amendment to the TC Coley Lease to the agenda. Mayor Allen made a motion to add the lease, Councilmember Williams seconded the motion and unanimously carried, Council approved the agenda as amended.

**TC Coley Lease Agreement.** Tim Salmon shared a request from Steve Ashford to add the location of the office space with window that looks into gymnasium and open storage area in gymnasium to the existing lease that Council approved on February 3, 2020. Council unanimously approved the revision.

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

**Closed Session Held.** Upon motion of Councilmember Aycock, seconded by Mayor Pro Tem Broadway and unanimously carried, Council convened into Closed Session to discuss a litigation matter.

Council came out of Closed Session.

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

### **CITY COUNCIL MEETING**

The Mayor and City 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 March 2, 2020 with attendance as follows:

Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bill Broadway  
Councilmember Antonio Williams  
Councilmember Brandi Matthews  
Councilmember David Ham  
Councilmember Gene Aycock

Absent: Councilmember Taj Polack

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

Apostle Walter Barbour with Victory Faith Church provided the invocation. The Pledge of Allegiance followed.

**Approval of Minutes.** Councilmember Aycock made a motion to approve the Minutes of the Work Session and Regular Meeting of January 21, 2020 and the Minutes of the Work Session and Regular Meeting of February 3, 2020 as submitted. Mayor Allen, Mayor Pro Tem Broadway, Councilmembers Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews voted against the motion. The motion passed 4:2.

**U.S. Census Bureau Presentation (Allisa Shepard, Partnership Specialist).** Ms. Shepard shared information and a presentation on the U.S. Census. The goal of Census 2020 is to count everyone once, only once and in the right place. EVERYONE COUNTS!

Mayor Allen shared that he would like her to speak to our Public Information Officer about sharing the information on Facebook and social media. Ms. Shepard shared they have a working group to spread the message. Councilmember Williams asked about the requirements for a job with the census.

**Public Hearing to Consider an Incentive Grant Agreement with Atlantic Casualty Insurance Company and Wayne County. Resolution Adopted.** Atlantic Casualty Insurance Company desires to construct a new facility, install certain machinery and equipment and up fit its existing facility located in Goldsboro. The City Council of Goldsboro believes that the location of new industries and the expansion of existing industries is vital to the economic health of Goldsboro and to the welfare of its citizens. The City Council wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries. Such incentives are predicated on the notion of expanding Goldsboro's tax base and providing additional jobs for Goldsboro citizens that pay wages higher than the current prevailing average hourly wage in the particular industry.

The company is expected to create at least 83 new jobs at this facility on or before December 31, 2025.

Pursuant to NC General Statue 158-7.1, a public hearing is being held on a proposal to provide economic incentives to Atlantic Casualty Insurance Company totaling \$440,000 over an eleven-

year period based on an incentive agreement with an \$11,830,000 capital investment and the creation of at least 83 jobs.

Following the public hearing and depending on comments received, staff recommends Council consider adopting a Resolution authorizing the Mayor and City Clerk to execute the economic grant agreement with Atlantic Casualty Insurance Company.

Mayor Allen opened the Public Hearing and no one spoke.

Councilmember Ham made a motion to recommend the adoption of the resolution to approve. The motion was unanimously carried.

At the meeting on March 16, 2020, City Attorney Ron Lawrence informed Council that seconds were needed for the motions at the March 2, 2020 meeting. Councilmember Aycock made a motion to ratify the votes at the last meeting, the motion was seconded by Councilmember Williams and unanimously approved.

**RESOLUTION 2020-13 “AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ECONOMIC GRANT AGREEMENT WITH ATLANTIC CASUALTY INSURANCE COMPANY”**

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

- Sharon Matthews shared concerns about negative comments on Facebook made by Team Goldsboro.

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

**Consent Agenda - Approved as Recommended.** City Manager, Timothy Salmon, 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. Mr. Salmon recommended Items, E, F, G, H, I, J, K, L, M and N be approved as recommended by the City Manager and staff. The motion was made by Gene Aycock. A roll call vote resulted in all members voting in favor of the motion. The motion was not seconded at this meeting. \*At the meeting on March 16, 2020, City Attorney Ron Lawrence informed Council that seconds were needed for the motions at the March 2, 2020 meeting. Councilmember Aycock made a motion to ratify the votes at the last meeting, the motion was seconded by Councilmember Williams and unanimously approved. The items on the Consent Agenda were as follows:

**Change Order No. 1 – 2019 Wastewater Collection System Rehabilitation & Storm Sewer Improvements Project Formal Bid No. 2019-007. Resolution Adopted.** On October 7, 2019, the City Council awarded a contract to Herring-Rivenbark for \$886,590 for the 2019 Wastewater Collection System Rehabilitation and Storm Sewer Improvements Project.

Staff requested the contractor, Herring-Rivenbark, provide costs for additional work to remove and replace a deteriorated 8-inch sanitary sewer line located within the City’s 20 ft. utility easement behind properties in the 100 block of North Georgia Avenue between West Walnut Street and West Mulberry Street. Herring-Rivenbark submitted an estimated cost of \$56,000.

This additional work will require the contract completion time to be extended by 30 days. The amended contract completion date for the remaining rehabilitation work is June 16, 2020.

Staff recommends issuing a change order to the current contract with Herring-Rivenbark for the 2019 Wastewater Collection Rehabilitation Project. We have reviewed this change order with the Finance Director and determined that funds are available from the \$961,307 Gold Leaf Foundation Grant funds reimbursement. The amended contract amount is \$942,590.

Staff recommends Council adopt a resolution authorizing the City Manager to execute a change order for \$56,000 with Herring-Rivenbark. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/Williams-7 Ayes)*

RESOLUTION 2020-14 “AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER WITH HERRING-RIVENBARK FOR 2019 WASTEWATER COLLECTION SYSTEM REHABILITATION & STORM SEWER IMPROVEMENTS PROJECT – FB #2019-007”

**McKim & Creed, Inc. Engineering Services Agreement for Phase IV Sewer Collection System Rehabilitation – Contract Addendum No. 2. Resolution Adopted.** The City of Goldsboro entered into an engineering agreement with McKim and Creed on July 17, 2017 for Phase IV of the phased sewer rehab program to complete rehabilitation design, bid, and award assistance.

The Phase IV Sanitary Sewer Rehabilitation Project is currently under construction. The City of Goldsboro has requested additional sanitary sewer mains, laterals, and manholes within the existing collection basins that were previously not called for rehabilitation or replacement be evaluated and replaced or rehabilitated as needed. Preliminary evaluation and recommended replacement or rehabilitation methods will be conducted by the Contractor. The scope of services included in Addendum No. 2 extends limited construction phase and post-construction services, in addition to conducting an easement survey and performing additional permitting negotiations during the original construction period, as detailed below:

Task/Fee Schedule:

Additional Limited Construction	
Administration Services	\$ 34,100
Additional Limited Post-Construction Services	\$ 4,900
Easement Surveying and Mapping	\$ 9,200
Additional Engineering, Permitting, and Construction Services	\$ <u>11,300</u>
Task Total	\$ 59,500

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Clean Water Management Trust Fund Loan Proceeds.

Staff recommends Council adopt a resolution authorizing the City Manager to execute Contract Addendum No. 2 with McKim and Creed, Inc. in the amount of \$59,500. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/Williams-7 Ayes)*

RESOLUTION 2020-15 “RESOLUTION AUTHORIZING EXECUTION OF CONTRACT ADDENDUM NO. 2 FOR PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND MCKIM & CREED, INC. FOR PHASE IV SEWER COLLECTION SYSTEM REHABILITATION”

**Rebuild NC Buyout Program – Goldsboro Cooperative Agreement. Approved.** Approval and authorization to execute Rebuild NC Buyout Program Cooperative Agreement between the City of Goldsboro and North Carolina Office of Recovery and Resiliency (NCORR).

Local floodplains are meant to flood during heavy rains. This is a natural occurrence to slowing down water to reduce damage caused by raging rivers. Floodplains also filter storm water pollutants by temporarily storing flood water. However, many communities including Goldsboro, have developments within the floodplain.

Mitigation activity where vulnerable properties within the floodplain are purchased, demolished, and the resultant parcels have a deed restriction put in place that limits future development — is one of the most cost-effective ways to reduce long-term flood damage and create many other community benefits. North Carolina Office of Recovery and Resiliency (NCORR) has been allocated \$25 million from Hurricane Matthew by U.S. Department of Housing and Urban

Development (HUD) to focus on buyout zones in counties, such as Wayne County, that are designated as Hurricane Matthew’s most impacted and distressed communities.

NCORR has expressed an interest in utilizing these federal funds provided by HUD through its’ Rebuild NC Buyout Program to purchase properties that are prone to repeated flooding from hurricanes and other rain events within two zones in the southern and western areas of the City. No local funds will be required of the City. The City will be required through execution of a cooperative agreement to expressly commit to accept ownership of the properties bought by the program and the responsibility for ongoing maintenance costs for any purchased properties.

ReBuild NC Buyout Program is completely voluntary for eligible property owners to participate in and purchased properties will be demolished and cleared, and permanently maintained as green spaces. The buyout awards will be based on the pre-storm fair market value of an applicant’s property minus any duplication of benefits, and additional incentives are available to eligible applicants who relocate to an area of lesser flood risk within their county or another area within North Carolina.

Staff recommends Council approve the Rebuild NC Buyout Program Cooperative Agreement between the City of Goldsboro and North Carolina Office of Recovery and Resiliency (NCORR) and authorizing the City Manager and City Clerk to execute said Agreement on behalf of the City. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes)  
*\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**Z-1-20 Discount Tire of Goldsboro – East side of N. Berkeley Boulevard between Langston Drive and Ridgecrest Drive. Ordinance Approved.** The applicant requests to amend the existing General Business Conditional District (GBCD) zoning district for the operation of a tire retail center in conjunction with auto repair and service.

The requested zoning is associated with three private individual lots described as follows:

Lot 1: 700 N. Berkeley Boulevard  
Frontage: 100 ft. (N. Berkeley Boulevard)  
185 ft. (Langston Drive)  
Area: 18,241 sq. ft., or 0.41 acres  
Lot 2: 702 N. Berkeley Boulevard  
Frontage: 100 ft. (N. Berkeley Boulevard)  
Area: 18,692 sq. ft., or 0.42 acres  
  
Lot 3: 704 N. Berkeley Boulevard  
Frontage: 100 ft. (N. Berkeley Boulevard)  
Area: 18,640 sq. ft., or 0.42 acres

Surrounding Zoning:

North: Shopping Center (SC);  
South: Residential (R-16);  
East: Office and Institutional (O&I-CD); and  
West: Office and Institutional (O&I-CD)  
Existing Use: Each lot is occupied by an existing single-family dwelling.

As previously stated, the applicant is requesting a zoning change to amend the existing General Business Conditional District (GBCD) zoning district for the operation of a tire retail center in conjunction with auto repair and service.

On March 6, 2017, Council approved a rezoning for the subject properties, from O&I-1 (Office and Institutional) and R-16 (Residential) to GBCD (General Business Conditional District). At that time, the use for the property allowed for the construction of a “multi-tenant commercial center” with separate approval required for site development plans. Development of the property never commenced.

On May 7, 2018, Council denied a rezoning to allow the addition of a car wash operation as an allowable use within the General Business Conditional District zone.

Now, in addition to the request for a zoning amendment, the applicant has submitted a site plan that indicates the recombination of all three private lots into one lot for commercial development. Building and Lot: The submitted site plan shows a proposed 8,192 sq. ft. oriented to face Berkeley Boulevard with full driveway access from Langston Drive and a right-end, right-out only from N. Berkeley Boulevard. Approval of the Berkeley Boulevard access will be required from NCDOT. Driveway permits must be obtained prior to construction.

Hours of operation are being proposed as Monday thru Friday 8:00 a.m. to 5:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. 15 employees are expected to be associated with the operation on a daily basis.

The proposed 3-bay tire retail, auto and service center requires 1 space per working bay, plus 1 space per employee and 1 space per 200 sq. ft. of retail area. A total of 40 parking spaces have been provided and only 25 are required.

A loading space for the delivery of goods has been provided along the northern exterior wall of the facility measuring 18 ft. wide by 60 ft. in length. Applicant has been informed that in no case shall a loading space be arranged or located in any way so that it is necessary to use the public right of way for maneuvering space for any purpose that may restrict the free movement of vehicles or persons in such right of way.

Interconnectivity has not been shown on the site plan. The applicant is requesting a modification of this requirement due to existing site conditions and limited parking provisions in the adjacent property north of the subject property and located at the corner of N. Berkeley and Ridgecrest Drive.

The submitted site plan indicates a 10 ft. Type A Landscape buffer along the northern property line. A 20 ft. Type C buffer is required along the eastern property line adjacent to residentially developed property.

Street trees will be required along Langston Drive and N. Berkeley Boulevard. Vehicular surface buffers will be required.

City staff is working with applicant to ensure that landscape plantings are approved in accordance with the City's landscape ordinance.

Sidewalks will be required along N. Berkeley Boulevard and Langston Drive. Five (5) ft. wide interior sidewalks have been provided from the parking lot to the building entrances through handicap accessible walkways and ramps.

A commercial lighting plan will be required in accordance with the City's commercial lighting code since the proposed development is located adjacent to residentially developed property.

Proposed building elevations have been submitted. The exterior of the structure will consist of an anodized aluminum storefront, split-faced CMUs, brick-veneer, EIFS (stucco), metal copings and steel doors. Staff is working with applicant to ensure that roof top appliances and HVAC equipment are properly screened from off-site views.

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

Grading and drainage plans have not been submitted. City Engineering will require grading and drainage plans to be compliant with City regulations before construction permits are issued.

A dual commercial garbage dumpster has been shown adjacent to the southeast corner of the property. The dumpster will be built to City standards and properly screened from public view.

The City's Comprehensive Land Use Plan recommends commercial development for the properties.

As previously stated, a modification of interconnectivity is requested due to existing site conditions and limited parking provisions in the adjacent property located north of the subject property at the corner of N. Berkeley and Ridgecrest Drive.

At the public hearing held on February 18, 2020, two people came forward to speak in favor and no one spoke against the request.

The Planning Commission, at their meeting held on February 24, 2020, recommended approval of the amended change of zone request from General Business Conditional District (GB CD) to General Business Conditional District (GB CD) to allow the operation of a tire retail center in conjunction with auto repair and service.

Staff recommends Council accept the recommendation of the Planning Commission and

1. Finding the request consistent with the City's adopted Comprehensive Land Use Plan and;
2. Adopt an Ordinance changing the zoning for the property from General Business Conditional District (GB CD) to allow the operation of a tire retail center in conjunction with auto repair and service.
3. Grant a modification of interconnectivity due to existing site conditions and limited parking provisions in the adjacent property located north of the subject property at the corner of N. Berkeley and Ridgecrest Drive. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/Williams-7 Ayes)*

ORDINANCE NO. 2020-5 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

**S-1-20 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Modification S-5-85). Approved.** The property is located on the southeast corner of Wayne Memorial Drive and Lockhaven Drive. Subject property is identified as building and lot #7 of the Wayne Dental Center.

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

The following modifications were approved by City Council:

1. Modification of the minimum 5 acre lot area requirement to 2.28 acres
2. Modification of the minimum open space requirement from 2 acres to 0.467 acres
3. Modification of the exterior sidewalk requirement along Lockhaven Dr.

In 2018, applicant obtained a commercial building permit for interior renovations to the existing owner-occupied dental office facility. In addition, City Council approved a building setback modification from 25 ft. to 20 ft. for the construction of a 122 sq. ft. enclosed exterior staircase addition to be located at the rear of the facility.

Applicant intended to provide access to a proposed second floor attic to office renovation totaling 350 sq. ft. However, the exterior staircase addition and upstairs renovation never commenced.

The applicant states that the proposed outside staircase for access to the second floor is not practical or cost effective. In addition, applicant believes that the additional office space would be more advantageous on the first floor for accessibility and office efficiency.

Now, the applicant has decided that in lieu of the 20 ft. building setback modification originally requested and approved by Council in 2018, an additional 5 ft. is needed for a proposed first floor 488 sq. ft. building addition to the rear of her dental office facility.

According to the City's Planned Unit Development (PUD) Design Standards, a minimum distance of 25 ft. shall extend around the entire PUD development. The applicant's proposed building addition would be approximately 15 ft. from the southern property line. A building setback modification from 25 ft. to 15 ft. is necessary.

No changes to parking or landscaping are required for the building addition.

The Planning Commission, at their meeting held on February 24, 2020, recommended approval of the amendment of the Preliminary Subdivision Plat and Site Plan Modification S-5-85 with a building setback modification from 25 feet to 15 feet for a building addition.

It was recommended, Council accept the recommendation of the Planning Commission and approve the Amendment of the Preliminary Subdivision Plat with the following modification:

1. Modification of the building setback from 25 feet to 15 feet. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**S-2-20 Lanetree Townhomes (PUD) – Preliminary Subdivision Plat (S-11-99). The property is located on the west side Salem Church Road between Buck Swamp Road and the Little River. Approved.** A preliminary subdivision plat, landscape plan and covenants were approved for this Planned Unit Development with a modification of the City's curb and gutter and sidewalk requirement on May 5, 2003.

The City's Unified Development Ordinance states that preliminary plat approval will remain valid for a two-year period from the date of approval. As a result, the applicant has submitted a revised preliminary plat which reflects new changes implemented by the owner.

Previous Preliminary Plat  
Total Area: 59.556 acres  
Totals Lots: 77  
Zoning: Residential (R-12) and WSP

In an effort to enhance the sale of lots within this subdivision, several larger lots have been created along Masters' Way which has reduced the total number of lots within this subdivision from 77 to 73.

Current Preliminary Plat  
Total Area: 59.556 acres  
Totals Lots: 73  
Zoning: Residential (R-12) and WSP

All streets within this subdivision (Titleist Drive, Palmer Drive, Masters Way and Duval Drive) have been constructed and are privately maintained by the owner. In addition, all water and sewer lines necessary to serve this subdivision have been installed and accepted by the City.

The subject property is located in a Watershed Protection area. As such, the maximum built-upon area is 14.27%.

The majority of the lots within the subdivision are located within the 100-year flood hazard area according to the City's 2018 flood maps. However, on December 2, 2005 a request was approved per FEMA for lots 21 through 77 removing them from the special flood hazard area which is still effective today.

Final subdivision plats have been approved and recorded for the following sections of Lanetree Townhomes;

Section One: Lots 10 - 20  
Section Two: Lots 21 – 33  
Section Three: Lots 34 – 39  
Section Four: Lot 47

No final subdivision plats have been approved for the remaining lots within Lanetree Townhomes.

The applicant is requesting a modification of curb and gutter and sidewalk requirements for the revised PUD (Planned Unit Development).

The Planning Commission, at their meeting held on February 24, 2020, recommended approval of the 31-lot preliminary subdivision plat with a modification of the curb and gutter sidewalk requirements.

It was recommended, Council accept the recommendation of the Planning Commission and approve the 31-Lot Preliminary Subdivision Plat with the following modification:

- Modification of the curb, gutter and sidewalk installation. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**SITE-1-20-Chick-Fil-A (Site Improvements, Building Addition and Parking Modification).** **Approved.** Subject property is located on the north side of Berkeley Boulevard between Parkway Drive and Hill Drive Circle.

1201 N. Berkeley Boulevard  
Frontage: 175 ft.  
Depth: + 214.5 ft.  
Area: 42,583 sq. ft. or 0.97 acres  
Zoning: Shopping Center (SC)

The property is currently occupied by a Chick-Fil-A fast-food restaurant. Site plan approval was granted by City Council in July of 2005.

The applicant is proposing to construct a building addition at the rear of the existing restaurant for a cooler and storage space. In addition, the applicant is proposing to delete a total of 12 parking spaces in order to construct two (2) new drive thru aisles, two (2) new menu-order boards and two (2) new canopies for customers of the business.

The submitted site plan indicates an existing single-story, 4,272 sq. ft. building of metal-framed construction with a proposed building addition of 394 sq. ft., two (2) drive-through aisles, two (2) menu-order boards and two (2) canopies totaling 1,836 sq. ft.

A 24ft. x 54 ft. canopy addition is proposed over two drive-thru aisles and providing cover for 12 vehicles; another 60ft. x 9ft. canopy addition is proposed over the pick-up window providing cover for 4 vehicles. A total stacking layout has been identified on the submitted site plan for 25 vehicles.

Hours of Operation: Monday-Saturday 6am-10pm  
Employees: 18

The site is served by two existing 24 ft. wide curb cuts from a private access drive off N. Berkeley Boulevard leading to the rear of the Berkeley Commons Shopping Center. Parking: As previously stated, the site plan was initially approved by City Council in 2005. A total of 53 parking spaces were provided and required based on 1 space per 3 seats plus 1 space per employee.

Now, the applicant has proposed the deletion of 12 vehicle spaces from the existing parking lot in order to construct two (2) new drive thru aisles to provide for increased customer drive-thru services, improved traffic circulation and pedestrian safety. 7 spaces will be deleted along the western side of the existing facility, 2 will be deleted alongside the access drive adjacent to the commercial dumpsters and 2 will be deleted from the southeast corner of the parking lot. A modification from 52 to 40 parking spaces will be required.

The owner has provided City staff with a copy of an existing shared parking agreement between owners of the Berkeley Commons Shopping Center and Chick-Fil-A restaurant executed in July of 2005. According to the agreement, 30 parking spaces have been dedicated and identified for

employees of the Chick-Fil-A restaurant within designated areas of the shopping center parking lot.

No other changes to the site are proposed or required.

The applicant is requesting a modification of the City parking requirement of 1 parking space per 3 seats plus 1 space per employee. (Modification from 52 to 40 parking spaces)

The Planning Commission, at their meeting held on February 24, 2020, recommended approval of the Site and Landscaping Plan with modification of the City parking requirement of 1 parking space per 3 seats plus 1 space per employee. (Modification from 52 to 40 parking spaces)

Staff recommends Council accept the recommendation of the Planning Commission and approve the Site and Landscape Plan with the following modification:

1. Modification of the City parking requirement from 52 parking spaces to 40 parking spaces. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**SITE-3-20 Site and Landscape Plan – Randy Gray (Retail Sales). Approved.** The property is located on the northeast corner of North Berkeley Boulevard and East New Hope Road.

Frontage: 300 ft. (Berkeley Boulevard)  
398 ft. (East New Hope Road)  
Area: 1.297 Acres  
Zoning: General Business Conditional District

On November 4, 2013, the City Council approved a rezoning request for this property from O&I-1 to General Business Conditional District. At that time, no use for the property was proposed. As a Conditional District zone, a site plan for any use, including those, which would normally require a Conditional Use Permit, would have to be approved by the City Council prior to development.

On June 2, 2014 and December 4, 2017, City Council approved conditional use permits for the operation of two used car sales establishments. In conjunction with these permits, separate site and landscape plans were also approved.

Approval for both used car lots included a modification of the street tree and vehicular surface buffer to allow existing plant material to serve in these capacities. In addition, a modification of the sidewalks and fee in lieu requirement for both street frontages was approved by Council.

The owner of the property is in the process of selling the entire site and will continue to do so until the property is sold.

Originally, the site was served by three curb cuts, however, the southernmost driveway on Berkeley Boulevard was closed and appropriate landscaping was installed.

Now, the applicant wishes to operate a gift shop specializing in the sale of hemp products and utilize the same site and landscape plan, previously approved for the two used car lots.

Parking for retail sales, small non-durable goods, is based on 1 space per 250 sq. ft. of gross floor space of the facility. 6 spaces are required. 21 parking spaces have been provided to include 1 handicap accessible parking space.

According to the City's current UDO, the proposed development is not an intensification of use and the location is not recommended for sidewalks in accordance with the City's Recommended Pedestrian Facilities plan. As such, sidewalks are not required.

No other changes to the parking or landscaping are proposed.

The Planning Commission, at their meeting held on February 24, 2020, recommended approval of the Site and Landscape plan with the previously approved modification.

Staff recommends Council accept the recommendation of the Planning Commission and approve the site and landscape plans with the following previously-approved modification:

1. Modification of street tree and vehicular surface buffer requirement to allow existing plant material to serve in those capacities. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**Setting Public Hearing Non-contiguous Annexation Request – Renu Life Extended, Inc. (Located on the northeast side of Windsor Creek Parkway between Wilshire Way and Wayne Memorial Drive) approximately 4.52 Acres. Public Hearing Scheduled.** The City Council, at their meeting on February 17, 2020, requested that the City Clerk examine the subject annexation petition for sufficiency. The City Clerk has completed the examination and has determined that the petition is sufficient. Sufficiency indicates that property is described accurately within 1:10,000 feet and that all property owners have signed the petition.

Pursuant to G. S. 160A-58.2, Council shall fix a date for public hearing on the annexation if the petition is considered sufficient by the City Clerk.

The attached Notice of Public Hearing would schedule April 20, 2020 as the date for the public hearing. A report prepared by the Planning Department, in conjunction with other City departments, will be submitted to the Council on that date.

Staff recommends Council schedule a public hearing for the proposed annexation of Renu Life Extended, Inc. property for April 20, 2020. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

**Agreement between the City of Goldsboro and the North Carolina Department of Transportation for Construction of Sidewalks. Resolution Adopted.** The North Carolina Department of Transportation has plans to make certain street and highway constructions and improvements within the City under Project U-5724 which is the realignment of Central Heights Road at Berkeley Boulevard. The project will align Central Heights Road with Royall Avenue at Berkeley Boulevard by relocating Central Heights Road from south of the railroad to north of the railroad.

The project will include the extension of Fallin Boulevard at Berkeley Boulevard to Central Heights Road and the realignment and extension of Oak Forest Road over Norfolk Southern Railroad to Central Heights Road. The project will also include the widening of Oak Forest Road to Gateway Drive.

At the request of the City and in accordance with the NCDOT's Pedestrian Policy Guidelines, NCDOT shall include provisions in its construction contract for the construction of sidewalk betterment on or along the following areas:

- The north side of Royall Ave from North Park Drive to Berkeley Boulevard;
- The north side of Central Heights Road from Berkeley Boulevard to Fallin Boulevard;
- Both sides of Fallin Boulevard from Berkeley Boulevard to Central Heights Road; and
- Both sides of Oak Forest Road from Central Heights Road to Gateway Drive.

NCDOT is responsible for preparation of plans, environmental permits, acquiring of right-of-way and construction of the sidewalks. The City is responsible for any relocation and adjustment of City-owned utilities in conflict with the project and upon completion of the project, the City will assume all maintenance responsibilities for the sidewalk betterments and maintenance responsibilities for Fallin Boulevard.

The City shall participate in the Betterment costs of the project at a cost share of 30% and the NCDOT shall participate in 70% of the actual cost of the sidewalk betterments. The estimated cost of the sidewalk is \$229,250 and the estimated cost to the City is \$68,775.

Sidewalk: 6,630 SY @ \$34.58 SY  
Cost Share: 30%

Total Cost: \$68,775

Upon completion of the Project, NCDOT will invoice the City for their share of the actual costs of the Betterments. The project let date is estimated for June 26, 2020 with a completion date in FY 2023. Funds will be appropriated during FY 2023 budget.

Staff recommends Council adopt the attached Resolution authorizing the Mayor and City Clerk to execute an Agreement with the North Carolina Department of Transportation for construction of sidewalks and maintenance of Fallin Boulevard within the City under Project U-5724 which is the realignment of Central Heights Road at Berkeley Boulevard. Consent Agenda Approval. Motion made by Councilmember Aycock to approve. (6 Ayes) *\*Votes ratified on March 16, 2020 (Aycock/ Williams-7 Ayes)*

RESOLUTION NO. 2020-16 “AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SIDEWALKS AND MAINTENANCE OF FALLIN BOULEVARD WITHIN THE CITY UNDER PROJECT U-5724 REALIGNMENT OF CENTRAL HEIGHTS ROAD AT BERKELEY BOULEVARD”

**City Manager’s Report.** Mr. Timothy Salmon shared the Council Retreat is on Facebook and YouTube. He thanked the UNC School of Government, the Cities of Durham and Chapel Hill for their presentations along with the city department heads and directors.

Mayor Allen thanked city staff for putting the retreat together.

**Mayor and Councilmembers’ Reports and Recommendations.** Mayor Allen and Mayor Pro Tem Broadway read the following Proclamations:

**Proclamation - Developmental Disability Awareness Month.** Mayor Allen proclaimed March 2020 Developmental Disabilities Awareness Month and galvanize efforts that will lead our communities and policy makers to create real system changes so people with developmental disabilities will enjoy equitable, inclusive lives.

**Proclamation – North Carolina 811 Safe Digging Month.** Mayor Allen proclaimed the month of April 2020 North Carolina 811 Safe Digging Month and encourages all excavators and homeowners to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to “Know What’s Below,” avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days’ notice is the law, for safe digging is no accident, and that more information may be obtained by visiting [www.nc811.org](http://www.nc811.org).

Councilmember Aycock stated no comment.

Councilmember Ham stated no comment.

Councilmember Matthews stated she wanted to encourage everybody to go vote tomorrow. Tomorrow is a big day for a lot of reasons. I want to speak to some situations that have been happening. It truly saddens me to see so many people talk about unifying and becoming one unified front as in Goldsboro and it seems those people only want to unify with those people who think like them, act like them, maybe even share some of the same religious background and beliefs and in most cases only those people that look like them. It is so limiting when we do that because our differences is what makes all of us so special and Goldsboro is made up of so many different pieces that are unheard and are unseen. Unity, diversity and inclusion is long overdue in our area. I also encourage people to come from behind your computer screens, your cell phones and maybe even your falsified identities and be open to have conversations with people who are different than you. Or, do we continue to just hate, do we continue to roll our eyes and make assumptions, and falsify pictures or rally up groups or teams that gang up on each other. Do we continue to dislike it and in some cases just simply hate one another. Or are you willing to do your part and do what it takes to create the Goldsboro we all say that we want. That shoe fits all of us. Are you truly willing to do your part? Are you truly willing to be a part of that solution? And to those that stand by and say nothing and do nothing, we need you. There is a level of accountability that is lacking because people will not speak up

and speak out and against all the injustices against everyone not just those of a certain group or a certain person. I have said it a thousand times and I will say it a thousand times over, we all matter, we all play a part here. This is our Goldsboro. I sit here proudly as an elected official and as a citizen of Goldsboro saying, I will continue to do my part. Will you? Thank you for being here, go vote.

Mayor Pro Tem Broadaway stated no comment.

Councilmember Williams stated he wanted to follow up on the city manager and talk about the retreat. We discussed summer youth employment which is vital for the kids here to keep them out of trouble. We also discussed Rails to Trails. Rails to Trails is happening all over the United States, where they have taken areas that have been abandoned with railroad tracks and they are turning them into greenways and to small parks. North End has a whole lot of them on Center Street and I've been advocating for several years that we try to do something on that side of town. We discussed that and it is in the hands of our council at this point. I pray that we go forward. It will help those communities, it will help property values and it will draw people in those neighborhoods that wouldn't normally go those neighborhoods. We also got into the topic of citizens first amendment rights. I am glad that we had attorney there that stated no we cannot do anything to infringe upon citizens public comment period. That would have been something that would seriously damage this community. I am glad that we didn't go in that direction. Also, I was pleased as I go around Goldsboro that we have more bus shelters. That is something we definitely need for people that don't have cars. We are seeing more of those going up in the neighborhood and I am proud to see that. HV Brown Park, I am starting to see the construction of the bathrooms and shelters. I am really pleased to see some progress happening here. Go out and vote. I don't want to forget Brother Rasheed, he is here, he is an individual that doesn't like trash, he leaves his information here. Please put your trash in receptacles for Mr. Rasheed. I think that our mayor loves cleanliness too so what I propose is we get more trash receptacles around Goldsboro. That would help tremendously and maybe some employment. We could get more kids involved. Some people don't think our children should be picking up trash but when I was a kid, I did whatever I could to make a dollar legally. Let's try to get the summer youth working this year, let's get more receptacles, more bus shelters. Let's get our community where we can communicate a lot better on the tough topics like Ms. Brandi Matthews stated. There's some tough topics when you're talking about racism. God bless and goodnight. Thank you.

Mayor Allen thanked everyone for coming.

There being no further business, the meeting adjourned at 7:28 p.m.

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Chuck Allen  
Mayor

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Laura Getz, CMC/NCCMC  
Deputy City Clerk

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING**

**SUBJECT:** CU-2-20 Rhodes Crematorium – The property is located on the northwest corner of Wayne Memorial Drive and Eighth Street.

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow the operation of a crematorium. The applicant operates an existing funeral home adjacent to the subject property and located at 1701 Wayne Memorial Drive and formally known as Rhodes Funeral Home and Cremations.

In February of 2011, City Council originally approved site and landscape plans for Rhodes Funeral Home to operate a funeral home located at 1701 Wayne Memorial Drive.

On March 2, 2015, City Council approved site and landscape plans for the applicant to add approximately 2,700 sq. ft. to the existing funeral home for a total of 6,300 sq. ft.

On December 4, 2018, a Certificate of Occupancy was issued for the construction of a 2,500 accessory building located behind the funeral home and used to store automobiles for funeral services.

**DISCUSSION:** Now, the applicant proposes to operate a crematorium in conjunction with funeral services. Crematoriums are a permitted use in the General Business (GB) zoning district only after the obtainment of a Conditional Use Permit approved by City Council.

In addition, crematoriums must comply with the following regulations and pursuant to North Carolina General Statutes, 90-210.43:

1. The crematory must be accessory to a funeral establishment.
2. The crematory shall not emit any undue smoke, dust, heat or odor.

3. Loading and unloading areas shall be screened from adjacent properties and the public right of way.

The subject property is directly south and across the street from Market Square Shopping Center.

Frontage:	Crematory: 75.04 ft. (Ninth Street)
Frontage:	Funeral Home: 95.70 ft. (Wayne Memorial Dr.)
Frontage:	Funeral Home: 254.27 ft. (Eighth Street)
Area:	Crematory: 15,498 or 0.35 acres (Ninth Street)
Total area:	Funeral Home and Crematory: 61,129 s.f. or 1.40 acres
Zoning:	General Business

The submitted site plan indicates the construction of a 4,500 sq. ft. facility for the operation of a crematorium. Currently, an existing 950 sq. ft. single-family dwelling occupies the property. The owner intends to demolish or remove the home from the property in order to construct the proposed crematory.

According to the City's Unified Development Code, no more than 50% of the proposed facility shall be of metal construction. Staff is working with the applicant to ensure that the exterior building materials are compliant with City standards.

The applicant is currently working with a design professional to determine an interior layout of the facility which will include a family waiting area, an office, restrooms, storage and an interior garage with access through two-bay garage doors at the rear of the facility.

Hours of Operation:	Monday – Friday 9:00 a. m. to 5:00 p. m.
No. of Employees:	1

Access: The developer has proposed one 26 ft. wide driveway cut for the site along Ninth Street providing access to two parking lots

at the front and rear of the facility. Another 20 ft. wide access drive is proposed at the rear of the site for traffic circulation from the existing funeral home to the proposed crematory. A driveway permit will be required from City Engineering.

Parking: Parking for the site requires 1 space per employee, plus 1 visitor space. The site plan shows a total of 8 parking spaces to include one handicap accessible space.

Sidewalks and Pedestrian Access: The applicant shows interior sidewalks leading from the parking lot to the building entrances. Exterior sidewalks are shown on the submitted site plan.

Landscaping: The site plan indicates 2 Autumn Fantasy Maples to serve as street trees along Ninth Street. A Type A, 10 ft. wide landscape buffer is shown along the western and southern property lines consisting of Flowering Cherries, Yaupon Hollies and Variegated Privets. An existing Type A buffer exists along the eastern property line and currently satisfies the City's landscape ordinance.

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

Storm water calculations and drainage plans have not been submitted. However, the developer will be required to submit plans approved by City Engineering prior to construction permits being issued.

Refuse collection: An existing 2-bay commercial dumpster coral is located adjacent to the property along the southern property line which serves the funeral home and will serve the proposed crematory. The dumpster is screened from off-site views in accordance with City standards.

Interconnectivity: Interconnectivity has not been identified on the site plan. The applicant believes that interconnectivity would be impractical due to existing site conditions of adjacent properties. The applicant is requesting a modification of the interconnectivity requirement.

At the public hearing held on March 16, 2020, one person came forward saying they were neither for nor against the request. They spoke about concerns regarding smoke, fumes, and dust they requested the applicant adhere to the State requirements regarding the control measures for the exhaust from the crematorium. No one came forward to speak in against the request.

The Planning Commission, at their meeting held on March 30, 2020, recommended approval of the Conditional Use Permit to allow the operation of a crematorium in conjunction with funeral services with the recommended modifications.

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

1. Adopt an Order approving the Conditional Use Permit to allow the a operation of a crematorium; and
2. Approved the Conditional Use permit with the following modifications;
  - (a) Modification of the interconnectivity requirement.

Date: 3/31/20

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

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

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



March 5, 2020

J.B. Rhodes  
J.B. Rhodes Funeral Home and Cremations Inc.  
1701 Wayne Memorial Drive  
Goldsboro, NC 27534

Dear Mr. Rhodes,

As a follow-up to our telephone conversation, this letter will review some facts regarding the common placement of cremation equipment within a funeral related facility.

Matthews Cremation Division has been designing, manufacturing and installing combustion systems for a broad range of industries for over 70 years. We are recognized as the leader in cremation equipment, with over 4,800 installations throughout the United States and 50 countries. Our designs have been granted U.S. patents, and have been adopted as industry standards for quality and performance. In addition, we are the largest service and repair organization.

Our company has been involved with the various fields of combustion for many years, and directly related to the cremation industry for over 52 years. We are a member in good standing with the Cremation Association of North America, and became its first supplier member approximately 49 years ago.

As the largest manufacturer of cremation equipment, our company annually markets over 70% of our production to the funeral industry. Most funeral establishments are located in residential communities and/or light commercial areas, since they are there to serve the local population. The cremation equipment is installed within the funeral home and is generally considered by most zoning regulations to be an extension of existing business and/or services.

The equipment operates without smoke or odor, and each and every installation must be permitted by the environmental authorities for the city, state or province in which it is installed. The equipment we manufacture is Underwriters Laboratories (UL) listed, confirming maximum safety of both equipment and personnel.

In addition, in Canada our equipment is built to the standards of the Canadian Gas Association (CGA), and is inspected and approved by them for safety of both the electrical and gas control systems.

Each model manufactured by our company is tested by an independent testing laboratory against standards set forth by the federal government. Our equipment's emission levels are substantially lower than the allowable standards to ensure environmental quality. Residents of the area will not be aware that the equipment is operating.

All machinery that performs combustion, whether automobiles or furnaces of any type (fireplaces or crematories), gives off byproducts referred to as *particulate matter*. Because of our equipment's high

quality standards, these byproducts are not visible, nor is there an odor of the material being combusted. At the present time there are over one hundred and thirteen (113) of our cremators operating within the State of North Carolina. Each has been approved for installation by the North Carolina Environmental Protection Agency.

The equipment operates automatically and has built-in pollution detection equipment that constantly supervises the operation, safeguarding against pollution and environmental impact. Cycle time is approximately two hours. When this cycle time is multiplied by the annual frequency of use, the actual hours of operation become insignificant.

The present rate of cremation in this country is approximately 53.4% and 46.8% in North Carolina. Cremations in North Carolina are projected to increase by approximately 9% by the year 2023. It is of vital importance that these services be locally available to residents of the community, to help minimize cost to them and fulfilling their demands.

I appreciate your interest and concern regarding the basic information surrounding the installation of cremation equipment. Please feel free to distribute this letter of information to any individuals and/or group that might have interest.

Should you or others require additional information or have questions about anything in this letter, please call me using our toll-free number: 800-327-2831.

Yours very truly,

A handwritten signature in blue ink, appearing to read "J. Pagano Jr.", with a stylized flourish at the end.

Joe Pagano Jr.

**Matthews Environmental Solutions**

2045 Sprint Boulevard | Apopka, Florida 32703

O: 407-886-5533 | F: 407-886-5990 | [www.matthewsenvironmentalsolutions.com](http://www.matthewsenvironmentalsolutions.com)

**Matthews**  
INTERNATIONAL

Matthews Environmental Solutions is a (MATW) Matthews International company

# CU-2-20 RHODES CREMATORIUM ADDITION OF CREMATORIUM



## CONDITIONAL USE PLAN

**CASE #:** CU-2-20  
**APPLICANT:** RHODES FUNERL & CREMATIONS INC.  
**REQUEST:** ADDITION OF CREMATORIUM  
**PIN #:** 3600-60-1280  
**LOCATION:** 1002 NINTH STREET  
**HOURS OF OPERATION:** MONDAY - FRIDAY 8 am - 5 pm  
**NUMBER OF EMPLOYEES:** 1

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**CITY OF GOLDSBORO**  
**ORDER APPROVING A CONDITIONAL USE PERMIT**

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **March 16, 2020** to consider Conditional Use Permit application number:

**CU-2-20 Rhodes Crematorium - The property is located on the northwest corner of Wayne Memorial Drive and Eighth Street.**

To allow the operation of a crematorium within the General Business District (GB) zoning district. Crematoriums are a permitted use within the General Business (GB) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

**FINDINGS OF FACT**

The City Council makes the **CONCLUSION** that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.4 Table of Permitted Uses; and 5.5.4 Special and Conditional Use Specific Regulations pertaining to crematoriums in the General Business District (GB) zoning district.

In addition, the Council approved site and landscape plans detailing the proposed development as submitted. The following modification applies to this request:

(1) Modification of the interconnectivity requirement

Based upon the foregoing **FINDINGS OF FACT**, the City Council makes the **CONCLUSION** that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Zoning Ordinance with the following stipulations:

1. The crematorium must comply with the regulations pursuant to North Carolina General Statutes, 90-210.43.
2. The hours of operation are Monday through Friday from 9 am to 5 pm.

Upon motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, the Council approved the applicant's request for a Conditional Use Permit to allow the operation of crematorium as permitted within the General Business District (GB) zoning district.

Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a **CONDITIONAL USE PERMIT** have **BEEN** satisfied,

**IT IS ORDERED** that the application for the issuance of a **CONDITIONAL USE PERMIT** be **APPROVED**.

Thus ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Ronald T. Lawrence, City Attorney

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING**

**SUBJECT:** Z-2-20 Simmons Business Park- West side of S. George Street  
between Cola Drive and Wayne Avenue (I-2 to GBCD)

**BACKGROUND:** The site is the former Pepsi-Cola Bottling Co. property.

Frontage: 380. 51ft.

Depth: 1163 ft.

Area: 10.2 acres

Zoning: I-2 General Industry

On April 4, 2017, City Council approved site and landscape plans for Green Tech (Simmons Technical Services) to operate a multi-tenant facility to introduce and promote “green technology” or “environmentally clean” technology to the citizens and businesses of Goldsboro and Wayne County through education, training, employment and entrepreneurship.

Since occupying the facility, the owner has had several inquiries regarding potential uses that are not permitted within the General Industry (I-2) zoning district. However, these same uses are permitted within the General Business (GB) zoning district. Examples include automobile washing establishments (automatic and hand-wash), dry-cleaning (personal), laundries (coin-operated) and clinical, medical and therapeutic offices.

In an effort to provide additional opportunity and space consistent with the applicant’s original request to use the property for “green” or “environmentally clean” technology, education, training, employment and entrepreneurship, the applicant is requesting a zoning change from General Industry (I-2) to General Business Conditional District (GBCD) for the operation of a multi-tenant business park.

Surrounding Zoning:

North: General Industry (I-2);

South: General Industry (I-2);

East: General Industry (I-2); and  
West: General Industry (I-2)

**DISCUSSION:** As previously stated, the applicant is requesting a zoning change from General Industry (I-2) to General Business Conditional District (GBCD), which would limit the property to a multi-tenant business park.

Separate site plan approval is required at the time of rezoning. The applicant has submitted a site plan that indicates the use of the property as a proposed business park and identified as “C Center of Wayne Co. Inc. – Christ in Care, Courage and Character”

The existing building on site contains three areas as follows:

37,350 sq. ft.	Designated for Greenhouse
12,940 sq. ft.	Designated for Classrooms and Offices
9,200 sq. ft.	Designated for Warehouse

If the rezoning is approved, the applicant intends to modify the classroom, office and greenhouse spaces to accommodate uses which are permitted within the General Business zoning district and compliant with the North Carolina State Building Code. Examples include automobile washing establishments (automatic and hand-wash), dry-cleaning (personal), laundries (coin-operated) and clinical, medical and therapeutic offices.

At this time, no other changes to parking or landscaping are required for the site.

No outside storage is proposed. Any outdoor storage proposed in the future must receive City Council approval.

Land-Use Plan: The City’s Comprehensive Land-Use Plan recommends industrial development for the property. However, the Plan also states that the City may consider/support the rezoning of underutilized industrial properties to other zoning categories which may be consistent with the Plan’s goals of business and industrial development.

Engineering: The property is located within a Special Flood-Hazard Area known as the 100-year floodplain. City water and sewer are available to serve the property.

At the public hearing held on March 16, 2020, no one came forward to speak in favor or against the request.

The Planning Commission, at their meeting held on March 30, 2020, recommended approval of the amended change of zone request from General Industry (I-2) to General Business Conditional District (GBCD) to allow the property used as a multi-tenant business park.

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

1. Finding the request consistent with the City's adopted Comprehensive Land Use Plan and;
2. Adopt an Ordinance changing the zoning for the property from General Industry (I-2) to General Business Conditional District (GBCD) for the operation of a multi-tenant business park and;
3. No outside storage is proposed. Any outdoor storage proposed in the future must receive City Council approval.

Date: 3/31/20

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

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

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

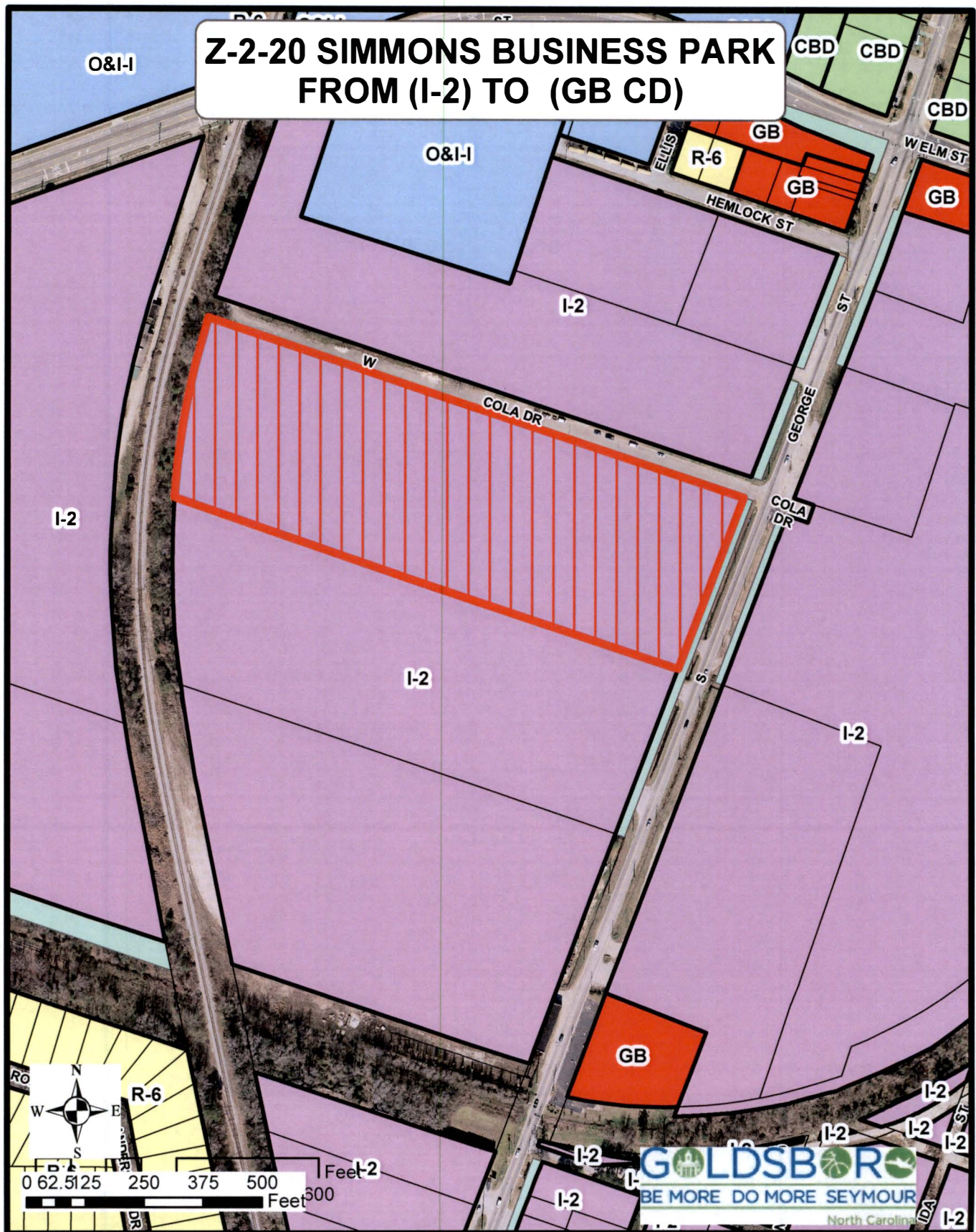
## Z-2-20 SIMMONS BUSINESS PARK FROM (I-2) TO (GB CD)



### REZONING REQUEST

**OWNER:** DAVID SIMMONS  
**REQUEST:** I-2 TO GB CD  
**PROJECT:** SIMMONS BUSINESS PARK  
**PIN #:** 2599-63-4521  
**LOCATION:** 701 S. GEORGE STREET

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.



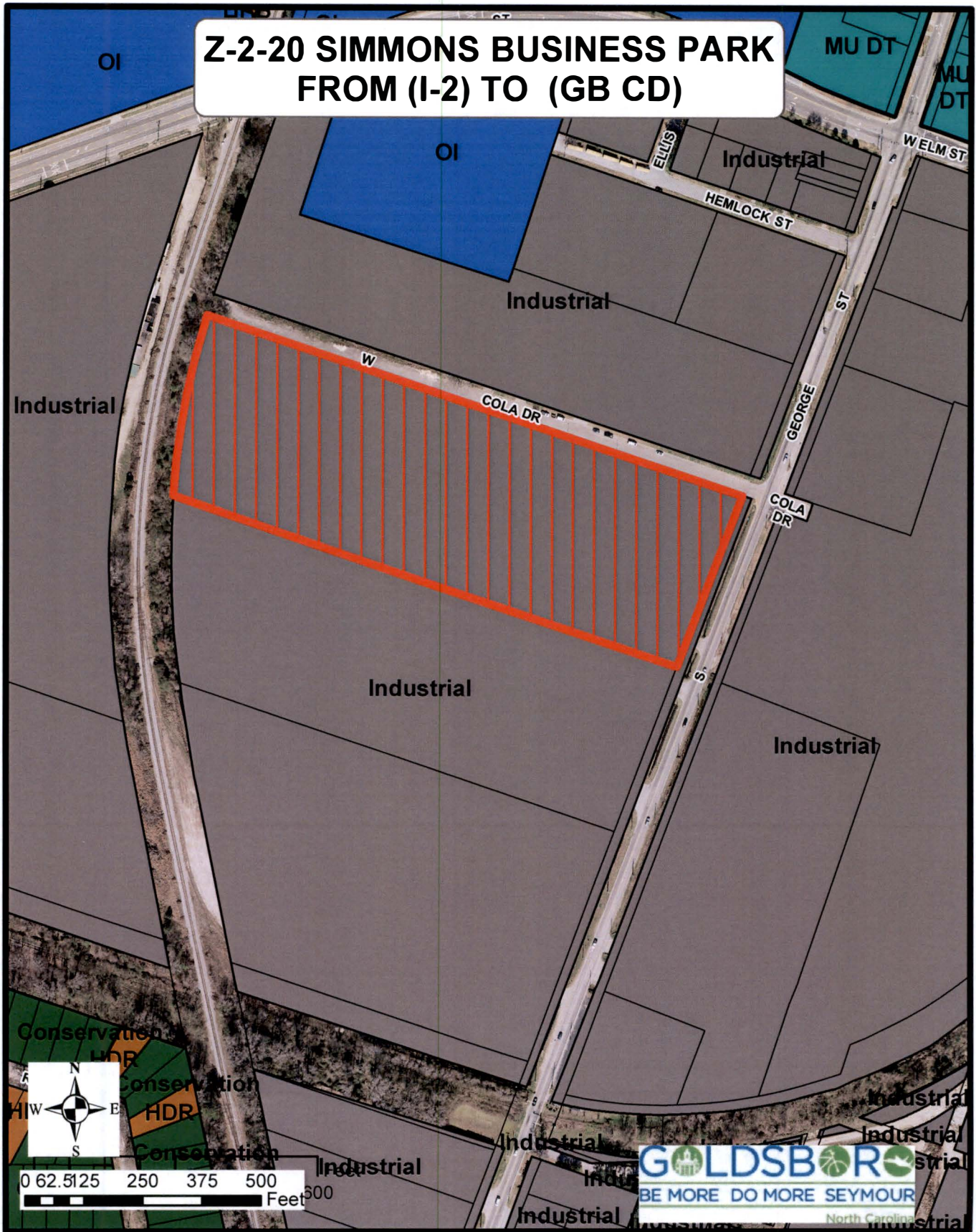
# Z-2-20 SIMMONS BUSINESS PARK FROM (I-2) TO (GB CD)

## REZONING REQUEST

OWNER: DAVID SIMMONS  
REQUEST: I-2 TO GB CD  
PROJECT: SIMMONS BUSINESS PARK  
PIN #: 2599-63-4521  
LOCATION: 701 S. GEORGE STREET

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# Z-2-20 SIMMONS BUSINESS PARK FROM (I-2) TO (GB CD)



## REZONING REQUEST

OWNER: DAVID SIMMONS  
REQUEST: I-2 TO GB CD  
PROJECT: SIMMONS BUSINESS PARK  
PIN #: 2599-63-4521  
LOCATION: 701 S. GEORGE STREET

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EXISTING PROPERTY ZONE I-2  
(CITY OF GOLDSBORO)  
MINIMUM SETBACK REQUIREMENTS:  
FRONT = 30 FEET  
REAR = 20 FEET  
SIDE = 15 FEET (SEE NOTE 1)  
REQUIREMENT = 75 FEET (SEE NOTE 1)  
NOTE 1 - THE MINIMUM SEPARATION DISTANCES BETWEEN ANY STRUCTURE, STORAGE OR LOADING AREA FROM A RESIDENTIALLY DEVELOPED OR ZONED LOT.  
PROPOSED PROPERTY ZONE GB-02  
MINIMUM SETBACK REQUIREMENTS:  
FRONT = 30 FEET  
REAR = 20 FEET  
SIDE = 15 FEET  
REFERENCE: DEED BOOK 1383 PAGE 156 & PLAT CABBOT E SLIDE 257  
TOTAL TRACT AREA = 10.28 ACRES  
PIN NUMBER (SOLICITATION)  
HOURS OF OPERATION 8:00 A.M. TO 5:00 P.M.

EXISTING  
SOURCES: MEAT, TECHNICAL OR VOCATIONAL - 1 SPACE PER 200 SQ. FT. OF GROUND FLOOR AREA NOT USED FOR STORAGE.  
OFFICES - BUSINESS AND PROFESSIONAL 1 SPACE PER 300 SQ. FT. OF GROUND FLOOR AREA  
12,840 SQ. FT./200 SQ. FT. = 64.2 (65 SPACES)  
GREENHOUSE & EMPLOYEES - 6 SPACES  
GREENHOUSE - 1 SPACE PER 2 EMPLOYEES ON THE MAIN FLOOR SHED, PLUS 1 SPACE FOR EACH VEHICLE STORED ON SITE  
3 SPACES  
REQUIRED PARKING  
74 SPACES  
74 HANDICAP SPACES  
7 SPACES TOTAL  
PROPOSED PARKING  
75 SPACES  
3 HANDICAP SPACES  
78 SPACES TOTAL

PROPOSED 8' PROTECTED STREET YARD BREEZ  
OR AUTUMN FANTASY MAPLE  
MINIMUM HEIGHT AT PLANTING 10 FEET  
MINIMUM 2" CALIPER  
PROPOSED LANDSCAPE BUFFER  
18 AUTUMN FANTASY MAPLE  
MINIMUM HEIGHT AT PLANTING 8 FEET  
MINIMUM 2" CALIPER  
45 WEEDKILLER  
MINIMUM HEIGHT AT PLANTING 6 FEET  
MINIMUM 2" CALIPER  
180 CHINESE LOROPETALUM (SUBORDINATE)  
MINIMUM HEIGHT AT PLANTING 30 INCHES  
180 CHINESE HOLLY  
MINIMUM HEIGHT AT PLANTING 18 INCHES



NO.	REVISION	DATE



**B. R. KORNEGAY, INC.**  
LAND SURVEYING • ENGINEERING • PLANNING  
License Number F-1094  
300 East Walnut Street  
Caldwell, N.C. 27003  
www.brkcorp.com (919) 738-5888 Fax (919) 580-9053



**SITE PLAN**  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY, N.C.

DRAWN BY: TSB  
DESIGNED BY: BRK  
DATE: 3-6-2020  
SCALE: 1" = 40'

\* PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES OR SALES.\*

**C CENTER OF WAYNE COUNTY, INC.**  
701 SOUTH GEORGE STREET, GOLDSBORO, NORTH CAROLINA 27530  
CONTACT: DAVID SIMMONS 919-922-0590

SHEET  
OF 1  
WORK ORDER  
200120  
CADD FILE  
200120

**ORDINANCE NO. 2020 -**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE  
OF THE CITY OF GOLDSBORO, NORTH CAROLINA  
CODE OF ORDINANCES**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on **Monday, March 16, 2020**, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance be amended as herein below set forth;

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

1. That the Unified Development Ordinance of the City of Goldsboro, North Carolina Code of Ordinances, be and the same is hereby amended by changing:

**From General Industry (I-2) to General Business Conditional District (GBCD) for the operation of a multi-tenant business park**

**Z-2-20 Simmons Business Park – West side of S. George St. and south of W. Cola Dr.**

**The Wayne County Tax Identification Numbers is 2599-63-4521**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.
3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attested by:

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

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING**

**SUBJECT:** SITE-4-20 – Wall Recycling, LLC  
(Fencing Modification)

**BACKGROUND:** Subject property is located on the north side of Royall Avenue and the southwest corner of N. John Street between N. Center and Greenleaf Streets

Frontage:     ±650 ft. (N. Center St.)

                  ±290 ft. (Greenleaf St.)

                  ±604 ft. (Royal Ave.)

                  ±216 ft. (N. John St.)

Area:           174,321 sq. ft. or 4.0 acres

Zoning:         General Business (GB)

Existing use: The property is currently occupied by a scrap metal retail recycling business formerly known as Goldsboro Iron and Metal Company since June of 1973. Wall Recycling, LLC acquired the existing business in June of 2018.

The applicant proposes to extend an existing eight (8) ft. in height, barbed wire and chain-link security fence with privacy slats along the frontage of the site for the purposes of theft prevention and storage of commercial transportation equipment associated with the operation.

According to the City's Unified Development Code, all outdoor storage areas of junk, salvage and recycling operations shall be enclosed by an eight (8) ft. high solid, opaque fence and set back one hundred feet from any public right of way or residentially developed or zoned property and/or fifty feet from any other adjacent property.

**DISCUSSION:** The submitted site plan indicates an existing single-story, 25,359 sq. ft. commercial building of brick, concrete block and metal-framed construction serving as the principal building and used for office and storage space. Two other accessory buildings (5,000 sq. ft. and 3,000 sq. ft. are located on site and used for sorting, baling

and storing metals. Remaining portions of the site are used for salvaging and recycling operations.

Hours of Operation:	Monday-Friday: 8am-4:30pm Saturday: 8-12 Noon
Employees:	21

As previously stated, the applicant is proposing to install approximately 735 ft. of eight (8) ft. in height, barbed wire and chain-link security fencing with privacy slats to be installed adjacent to the front property line along N. John Street, Greenleaf Street and Royal Avenue.

Commercial property owned by the applicant is located directly across the street from the principal place of business along Atlantic Avenue. Property is used for commercial delivery trucks to park overnight until loads of metal are ready for processing at the principal place of business the next business day.

According to the applicant, multiple break-ins involving theft of metals from delivery trucks have occurred upon commercial property located along Atlantic Avenue. The applicant believes that relocating commercial delivery trucks to the principal place of business along Greenleaf Drive and within the front yard of the site will centralize all salvaging and recycling operations. In addition, the applicant believes that the installation of additional security fencing will deter additional break-ins from occurring in the future.

A modification will be necessary since the City's UDO requires that all outdoor storage areas of junk, salvage and recycling operations are required to be enclosed by an eight (8) ft. in high solid, opaque fence and be set back one hundred feet from any public right of way.

Parking: The existing parking lot located in front of the principal building provides sufficient parking for customers and employees of the business. If the applicant's request is approved, overnight parking spaces for delivery trucks only will be properly identified and separated from customers and employees of the business.

No other changes to the site are proposed or required.

The Planning Commission, at their meeting held on March 30, 2020, recommended approval of the Site and Landscape plan with modifications.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the submitted site plan with the following modification:

- 1) Modification of fencing setback requirement that all storage areas of junk, salvage and recycling operations be enclosed by an eight (8) ft. in high solid, opaque fence and be set back one hundred feet from any public right of way.

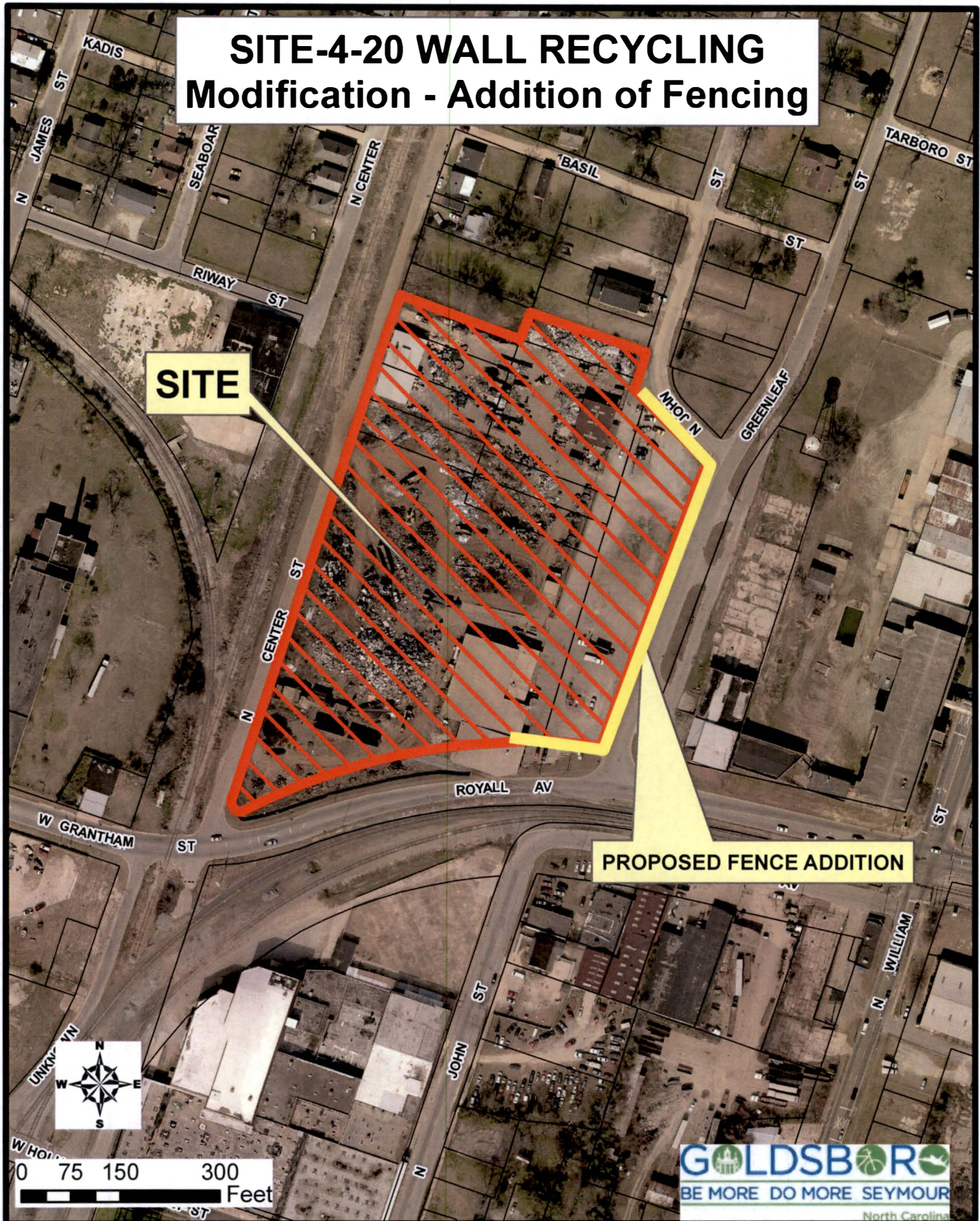
Date: 3/31/20

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

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

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

# SITE-4-20 WALL RECYCLING Modification - Addition of Fencing



## SITE PLAN REQUEST

CASE #: SITE-4-20  
APPLICANT: WALL RECYCLING  
PIN #: 3509-09-4523  
LOCATION: 801 N. JOHN STREET  
PROPOSED USE: ADDITION OF FENCING

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.

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING**

**SUBJECT:** Street Dedication – Harry Ivey Drive

**BACKGROUND:** The proposed street dedication is located on the north side of McLain Street, between N. Oak Forest Road and Country View Drive, and directly behind Deacon Jones Ford, Honda, Nissan and Kia dealerships.

Right-of-way Width: 60 ft.  
Length: 1,063.71 ft.  
Proposed Name: Harry Ivey Drive  
Owner: Ivey/Swain II LLC


On February 2, 2015, City Council approved a four-lot Preliminary Subdivision Plat for Harry & Mollie LLC and Ivey/Swain, II LLC, which included a 60-ft. wide ingress, egress and regress easement at the rear of the subject property.

**DISCUSSION:** The property owner has submitted a plat, which would dedicate the existing 60-ft. wide ingress, egress and regress easement as a public street. The local street has a 60' right-of-way with a 37 ft. back to back of curb, 24" concrete curb and gutter and 5' concrete sidewalk on the south side of the street. There is also an existing 8 inch water line located along the south side of the drive and would be included in the proposed new 60' right-of way.

City Engineering Staff has certified that all streets, utilities, and other required improvements have been installed in an acceptable manner and according to City of Goldsboro specifications and standards.

**RECOMMENDATION:** By motion, accept the recommendation of staff and approve the street dedication for Harry Ivey Drive.

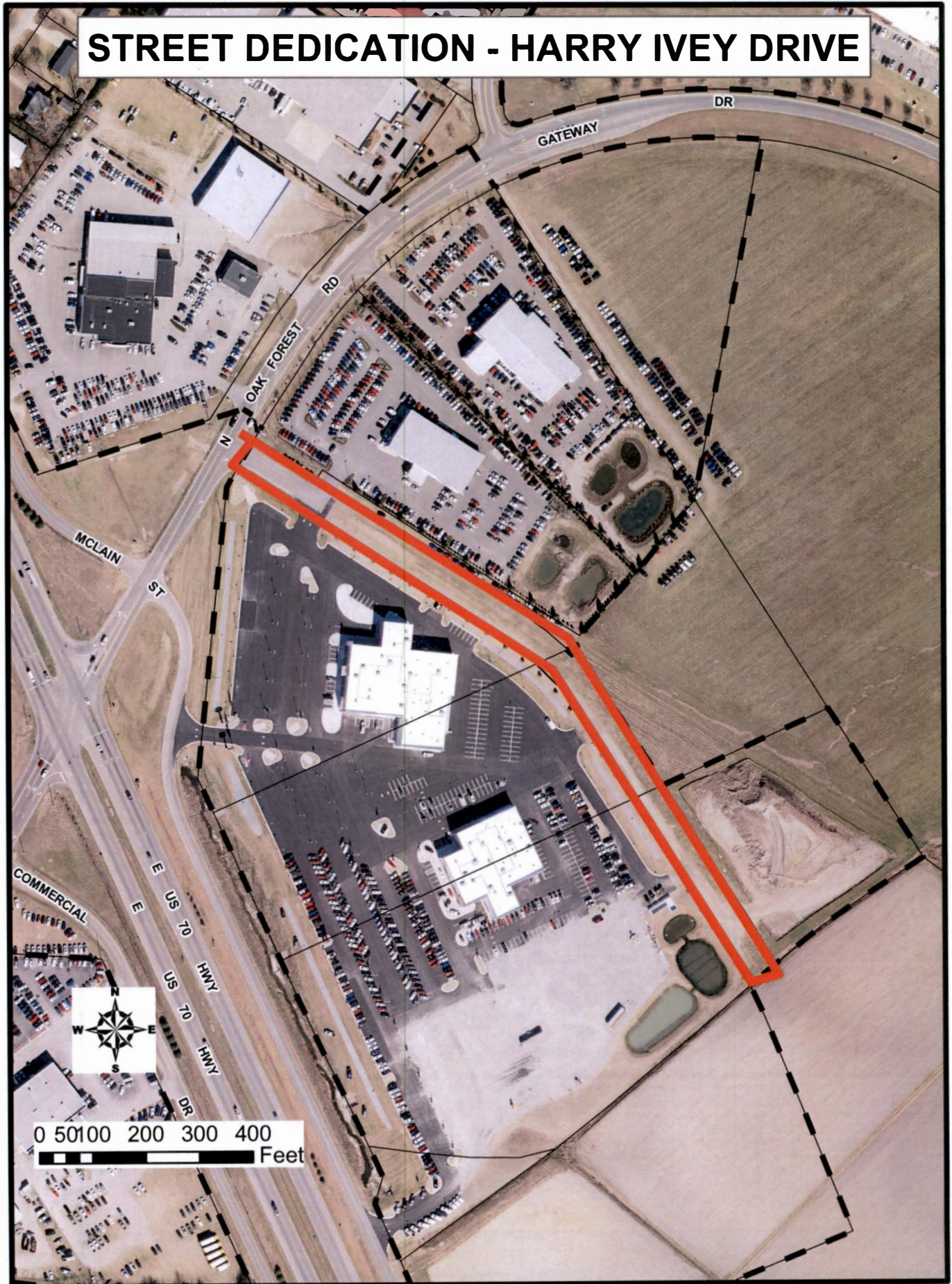
Date: 3/31/20

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

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

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

# STREET DEDICATION - HARRY IVEY DRIVE



PRESENTED FOR REGISTRATION  
DATE \_\_\_\_\_  
TIME \_\_\_\_\_  
JUDY HARRISON  
REGISTER OF DEEDS  
WAYNE COUNTY, N.C.  
BY \_\_\_\_\_  
DEPUTY, ASSISTANT

**CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS**  
I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY OF GOLDSBORO SPECIFICATIONS AND STANDARDS OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE CITY OF GOLDSBORO HAS BEEN RECEIVED.

CITY ENGINEER, CITY OF GOLDSBORO

DATE \_\_\_\_\_

THE STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

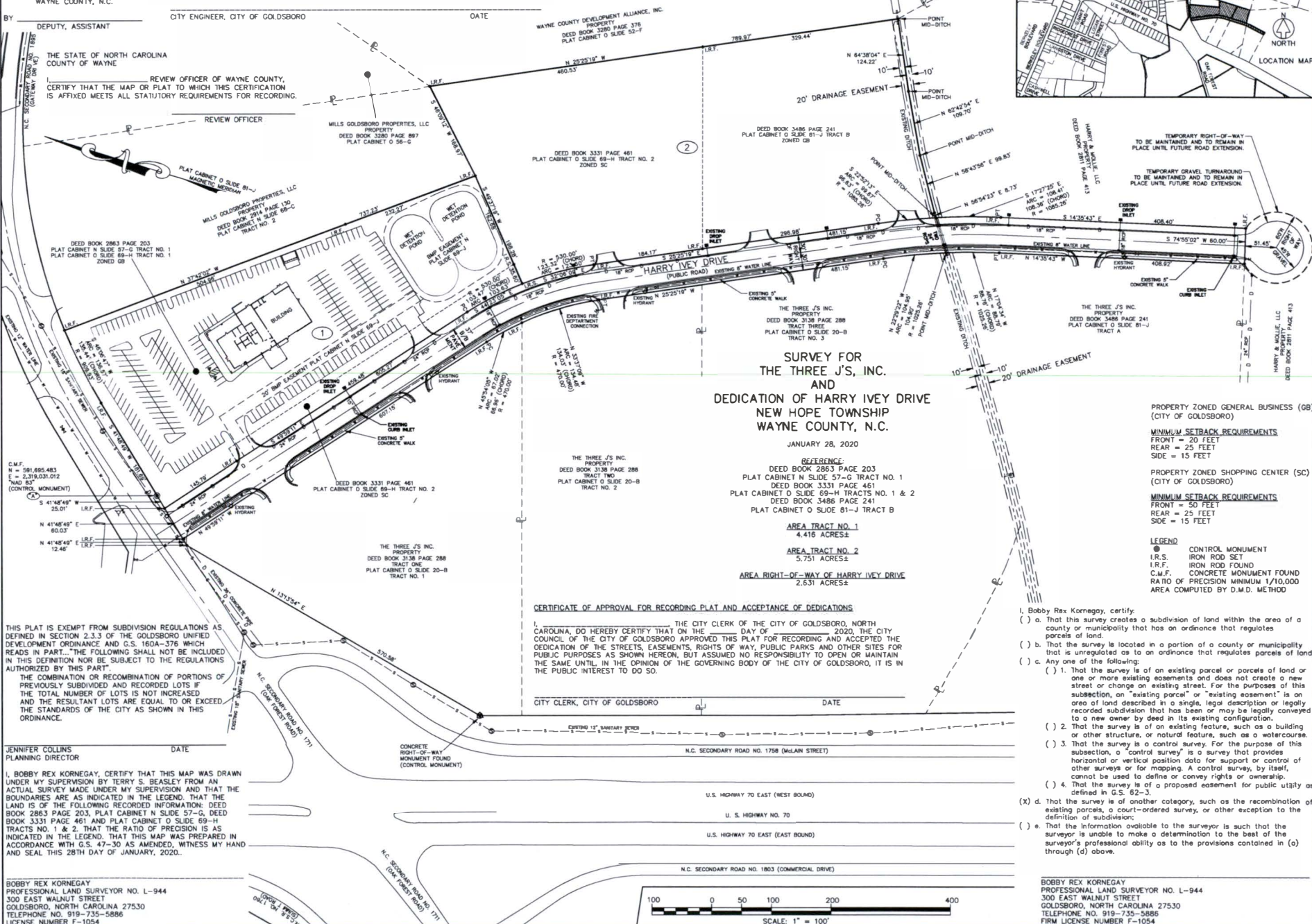
I, \_\_\_\_\_ REVIEW OFFICER OF WAYNE COUNTY,  
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION  
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

NOTE:  
STATION "A" N.C. GRID COORDINATES = Y = 591,695.483  
X = 2,319,031.012

STATION "A" LOCATED AS FOLLOWS FROM N.C. GEODETIC  
SURVEY MONUMENT ENTITLED C.C.M. # 12

STATION	GRID COORDINATES	GRID BEARING	GRID DISTANCE	MAGN.	HORIZONTAL DISTANCE
C.C.M. # 12	Y = 592,588.453 X = 2,319,609.012	S 32°54'51" W	1063.57'	S 40°09'51"	1063.71'
		[ "NAD 83" ]		[ COMBINED FACTOR = 0.999870 ]	



**SURVEY FOR  
THE THREE J'S, INC.  
AND  
DEDICATION OF HARRY IVEY DRIVE  
NEW HOPE TOWNSHIP  
WAYNE COUNTY, N.C.**

JANUARY 28, 2020

**REFERENCE**

DEED BOOK 2863 PAGE 203  
PLAT CABINET N SLIDE 57-G TRACT NO. 1  
DEED BOOK 3331 PAGE 461  
PLAT CABINET O SLIDE 61-J TRACT NO. 1 & 2  
DEED BOOK 3486 PAGE 241  
PLAT CABINET O SLIDE 81-J TRACT B

AREA TRACT NO. 1

4.416 ACRES±

AREA TRACT NO. 2

5.751 ACRES±

AREA RIGHT-OF-WAY OF HARRY IVEY DRIVE  
2.631 ACRES±

**CERTIFICATE OF APPROVAL FOR RECORDING PLAT AND ACCEPTANCE OF DEDICATIONS**

I, CAROLINA, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, THE CITY COUNCIL OF THE CITY OF GOLDSBORO APPROVED THIS PLAT FOR RECORDING AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHTS OF WAY, PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON, BUT ASSUMED NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE CITY OF GOLDSBORO, IT IS IN THE PUBLIC INTEREST TO DO SO.

CITY CLERK, CITY OF GOLDSBORO

DATE \_\_\_\_\_

THIS PLAT IS EXEMPT FROM SUBDIVISION REGULATIONS AS DEFINED IN SECTION 2.3.3 OF THE GOLDSBORO UNIFIED DEVELOPMENT ORDINANCE AND G.S. 160A-376 WHICH READS IN PART, "THE FOLLOWING SHALL NOT BE INCLUDED IN THIS DEFINITION NOR BE SUBJECT TO THE REGULATIONS AUTHORIZED BY THIS PART."

THE COMBINATION OR RECOMBINATION OF PORTIONS OF PREVIOUSLY SUBDIVIDED AND RECORDED LOTS IF THE TOTAL NUMBER OF LOTS IS NOT INCREASED AND THE RESULTANT LOTS ARE EQUAL TO OR EXCEED THE STANDARDS OF THE CITY AS SHOWN IN THIS ORDINANCE.

JENNIFER COLLINS  
PLANNING DIRECTOR

DATE \_\_\_\_\_

I, BOBBY REX KORNEGAY, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION BY TERRY S. BEASLEY FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE BOUNDARIES ARE AS INDICATED IN THE LEGEND. THAT THE LAND IS OF THE FOLLOWING RECORDED INFORMATION: DEED BOOK 2863 PAGE 203, PLAT CABINET N SLIDE 57-G, DEED BOOK 3331 PAGE 461 AND PLAT CABINET O SLIDE 69-H TRACTS NO. 1 & 2. THAT THE RATIO OF PRECISION IS AS INDICATED IN THE LEGEND. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY HAND AND SEAL THIS 28TH DAY OF JANUARY, 2020.

BOBBY REX KORNEGAY  
PROFESSIONAL LAND SURVEYOR NO. L-944  
300 EAST WALNUT STREET  
GOLDSBORO, NORTH CAROLINA 27530  
TELEPHONE NO. 919-735-5886  
LICENSE NUMBER F-1054

I, Bobby Rex Kornegay, certify:

- That this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- That the survey is located in a portion of a county or municipality that is unregulated as by an ordinance that regulates parcels of land.
- Any one of the following:
  - That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street, for the purposes of this subsection, on "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.
  - That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
  - That the survey is a control survey. For the purpose of this subsection, a "control survey" is a survey that provides horizontal or vertical position data for support or control of other surveys or for mapping. A control survey, by itself, cannot be used to define or convey rights or ownership.
  - That the survey is of a proposed easement for public utility as defined in G.S. 62-3.
- That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivisions.
- That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to the provisions contained in (a) through (d) above.

BOBBY REX KORNEGAY  
PROFESSIONAL LAND SURVEYOR NO. L-944  
300 EAST WALNUT STREET  
GOLDSBORO, NORTH CAROLINA 27530  
TELEPHONE NO. 919-735-5886  
FIRM LICENSE NUMBER F-1054



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
April 6, 2020

**SUBJECT:** Amendment to the Water Sales Agreement Between the City of Goldsboro and Southeastern Wayne Sanitary District

**BACKGROUND:** The Goldsboro City Council approved the Water Purchase Agreement (WPA) with Southeastern Wayne Sanitary District (SEWSD) on September 8, 2009.

The WPA allows SEWSD to purchase a supplemental supply of potable water from the City and establishes an emergency water mutual aid agreement between SEWSD and the City capable of providing water to the City in the event of an emergency.

Section II Paragraph F of the WPA states, "SEWSD agrees not to sell water to any of the City's water customers unless it has been mutually agreed upon by the City."

**DISCUSSION:** SEWSD is selling water through a 2" water line to support the domestic needs of Case Farms, a customer of the City. Historically, they have sold an average of 31,755,000 gallons of potable water per year.

SEWSD has agreed to pay the City for water sales in the amount of \$2.35 per thousand gallons or at the lowest rate in effect at the time of billing for each month of billing, whichever rate is greater, for the quantity of water sold over and above 31,755,000 gallons per year to Wayne County tax parcel PIN 2597851949.

Case Farms has also communicated for the demand of an additional 100,000 gallons per day of potable water served through a 4" meter located on Wayne County tax parcel PIN 2597643114 served by SEWSD.

SEWSD shall pay the City an additional amount of \$1.00 per thousand gallons over and above the City's normal billing charges in effect at the time of billing for water sales to Wayne County tax parcel PIN 2597643114.

**RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution authorizing the Mayor and City Clerk to execute the Amended Agreement between the City of Goldsboro and Southeastern Wayne Sanitary District.

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

\_\_\_\_\_  
Michael P. Wagner, Public Utilities Director

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

\_\_\_\_\_  
Timothy A. Salmon, City Manager

RESOLUTION NO. 2020-

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO WATER SALES  
AGREEMENT DATED SEPTEMBER 8, 2009 BETWEEN THE CITY OF GOLDSBORO  
AND SOUTHEASTERN WAYNE SANITARY DISTRICT

WHEREAS, the City Council of the City of Goldsboro has determined that it is in the best public interest to sell water to Southeastern Wayne Sanitary District (SEWSD); and

WHEREAS, the City of Goldsboro seeks to increase utility revenues to keep water rates lower for existing customers;

WHEREAS, the City of Goldsboro is interested in selling water at non-peak periods while not selling water plant capacity;

WHEREAS, the City previously has sold SEWSD a bulk water allocation in the amount of 1.20 MGD (million gallons per day); and

WHEREAS, the City of Goldsboro recognizes the value of being able to purchase water from SEWSD during extreme drought periods and during other water emergencies.

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

1. The Mayor and the City Clerk be and are hereby authorized and directed to execute Amendment No. 2 to the Water Sales Agreement with Southeastern Wayne Sanitary District according to the terms of the Agreement.
2. This Resolution shall be in full force and effect from and after this 6<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Mayor

Attested by:

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

AMENDMENT NO. 2 TO AGREEMENT  
DATED SEPTEMBER 8, 2009  
BETWEEN SOUTHEASTERN WAYNE SANITARY DISTRICT  
AND CITY OF GOLDSBORO

THIS AMENDMENT NO. 2 TO THE AGREEMENT dated September 8, 2009 between Southeastern Wayne Sanitary District and City of Goldsboro ("hereinafter referred to as "Amendment No. 2") is made and entered into this the \_\_ day of \_\_\_\_\_, 2020, by and between Southeastern Wayne Sanitary District, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "SEWSD") and City of Goldsboro, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "the City").

WITNESSETH

WHEREAS, SEWSD operates and manages water supply and water distribution facilities located within its boundaries; and

WHEREAS, the City operates and manages water supply and water distribution facilities and systems located within its boundaries; and

WHEREAS, the City and Southeastern Wayne Sanitary District entered into a Water Purchase Agreement (WPA) dated September 8, 2009 and modified by Amendment No. 1 dated October 23, 2017 (attached hereto as Attachment No. 1 and adopted and incorporated herein as if fully set forth); and

WHEREAS, the WPA allows SEWSD to purchase a supplemental supply of potable water from the City; and

WHEREAS, the WPA establishes an emergency water mutual aid agreement between SEWSD and the City capable of providing water to the City in the event of an emergency; and

WHEREAS, Section II Paragraph F of the WPA states "SEWSD agrees not to sell water to any of the City's water customers unless it has been mutually agreed upon by the City.", and

WHEREAS, SEWSD and the City desire Section II Paragraph F of the WPA be modified;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Southeastern Wayne Sanitary District hereby agree that the terms of the September 8, 2009 WPA and Amendment No. 1 are adopted and incorporated by reference herein, subject to this Amendment No. 2 as follows:

1. Strike Section II Paragraph F and replace the section to read as follows: "SEWSD agrees not to sell water to any of the City's water customers unless it has been mutually agreed upon by the City; however, as to Case Farms, it is mutually agreed upon as follows:

F(1). That SEWSD may continue water sales through a 2" water meter located on Wayne County tax parcel PIN 2597851949 currently owned by Case Farms of North Carolina, Inc. and through a 4" meter located on Wayne County tax parcel PIN 2597643114 currently owned by Case Farms Processing, Inc. SEWSD shall pay the City for water sales in the amount of \$2.35 per thousand gallons or at the lowest rate in effect at the time of billing for each month of billing, whichever rate is greater, for the quantity of water sold over and above 31,755,000 gallons per year to Wayne County tax parcel PIN 2597851949. The City shall invoice SEWSD once per year for the overage, if any, based on the twelve months of sales through December 31 of the calendar year.

F(2). SEWSD shall pay the City an additional amount of \$1.00 per thousand gallons over and above City's normal billing charges in effect at the time of billing for water sales to Wayne County tax parcel PIN 2597643114. The City shall invoice the additional \$1.00 charge monthly for SEWSD water sales to Wayne County tax parcel PIN 2597643114.

F(3). The City has the right at any time, with thirty (30) days' notice to SEWSD, to revoke the right of SEWSD to sale water to Case Farms.

2. Except as amended by this Amendment No. 2, the September 8, 2009 WPA and Amendment No. 1 are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect. The September 8, 2009 WPA, Amendment No.1 and Amendment No. 2 together represent the entire and integrated Agreement between SEWSD and the City and supersede all prior negotiations, representations or agreements, wither written or oral, and may only be amended by written instrument signed by the parties. In the event of any inconsistency between this Amendment No. 2 and the September 8, 2009 WPA and Amendment No. 1, the provisions of Amendment No. 2 shall control.

Executed by Southeastern Wayne Sanitary District, this the 5<sup>th</sup> day of March, 2020.

SOUTHEASTERN WAYNE SANITARY DISTRICT

BY: Phil Shivar  
Phil Shivar, Chairman  
Southeastern Wayne Sanitary District

ATTEST:

Chuck Hallam  
Secretary

Executed by City of Goldsboro, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GOLDSBORO

BY: \_\_\_\_\_  
William W. Broadway, Mayor Pro Tem  
City of Goldsboro

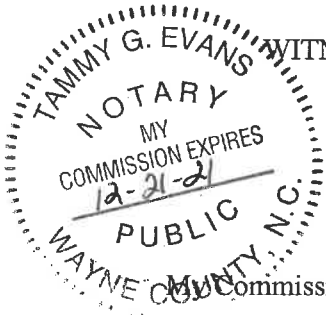
ATTEST:

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

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, Tammy G. Evans, a Notary Public of the County and State aforesaid, certify that Phil Shivar, who being by me duly sworn, says that he is Chairman of the Board of Southeastern Wayne Sanitary District, and that Charlie Hollaway is Secretary of said Board, that the seal affixed to the foregoing and attested instrument is the seal of Southeastern Wayne Sanitary District, North Carolina, and that said instrument was signed by him as Chairman of the Board of Southeastern Wayne Sanitary District and by the Secretary of said Board, who affixed the official seal of Southeastern Wayne Sanitary District to said instrument; and that the said Phil Shivar, Chairman of the Board of Southeastern Wayne Sanitary District, acknowledged said instrument to be the act and deed of Southeastern Wayne Sanitary District.



WITNESS my hand and Notarial Seal, this the 5th day of March, 2020.

Tammy G. Evans  
Notary Public

My Commission Expires: 12-21-21

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Chuck Allen who being by me duly sworn, says that he is Mayor of the City of Goldsboro, and that Melissa Capps is City Clerk of said City, that the seal affixed to the foregoing and attested instrument is the seal of the City of Goldsboro, North Carolina, and that said instrument was signed by him as Mayor of said City and by the City Clerk of said City, who affixed the official seal of City of Goldsboro to said instrument; and that the said Chuck Allen, Mayor of the City of Goldsboro, acknowledged said instrument to be the act and deed of the City of Goldsboro, North Carolina.

WITNESS, my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# ATTACHMENT NO. 1

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

## **WATER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this the 8th day of September, 2009, by and between the City of Goldsboro, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "the City"), and Southeastern Wayne Sanitary District, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "SEWSD").

### **WITNESSETH**

WHEREAS, the City operates and manages surface water supply, a water treatment facility and a water distribution system located within its service area boundaries; and

WHEREAS, SEWSD operates and manages ground water supply and a water distribution system located within its service area boundaries; and

WHEREAS, SEWSD desires to purchase a bulk water allocation in the amount of 1.20 MGD from the City; and

WHEREAS, the implementation of the Central Coastal Plain Capacity Use Area (CCPCA) Rules will require reductions of SEWSD ground water withdrawals making it necessary for SEWSD to seek alternative water supplies; and

WHEREAS, the City desires to establish an emergency water mutual aid agreement with SEWSD capable of providing potable water to the City in the event of an emergency; and

WHEREAS, the parties recognize that water and its treatment is an important issue concerning long-term environmental soundness and that there exists a limited and finite capacity to supply, treat and distribute potable water; and

WHEREAS, to provide the best long-term approach to ensure environmental soundness, the City and SEWSD have developed regional approaches to supplying and distributing potable water and are operating and managing facilities for water supply, treatment and distribution on a regional basis; and

WHEREAS, the City and SEWSD recognize that a regional approach to supplying and distributing potable water improves each system's capacity to serve its citizens resulting in increased growth and economic opportunities; and

WHEREAS, in order to transport potable water between the SEWSD and the City water systems new water mains and appurtenant facilities including a master meter system must be constructed; and

WHEREAS, the City and SEWSD have reached an agreement for providing and maintaining water supply and distribution facilities and the purchase of potable water described herein and the parties desire to set forth the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual benefits, representations, and Agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

I. Purpose.

The Purpose of this agreement is to set forth the understandings and agreements of the parties regarding:

- A. The purchase of potable water by the City from SEWSD only under emergency mutual aid conditions; and
- B. The purchase of potable water by SEWSD from the City, and
- C. The allocation of costs associated with construction of improvements required to implement the provisions of this Agreement, including but not limited to legal, engineering, land acquisition, design, construction costs, and other related matters.

II. Obligations And Representations Of SEWSD

- A. SEWSD shall cause the design and construction of water distribution facilities within its water distribution system for the sale and/or purchase of up to 1.20 MGD (million gallons per day) from the City on Pecan Road near Case Farms.

The water pressure delivered by the City at the point of delivery shall be reasonably constant at no less than 35 psi.

- B. SEWSD shall cause design and construction of the following water distribution facilities to accomplish the sale and/or purchase of up to 1.20 MGD:
  - 1. An elevated storage tank with capacity of a minimum of 500,000 gallons near the point of delivery.
  - 2. A master meter system, at the point of delivery on Pecan Road, capable of measuring a minimum of 1.200 MGD of water sold by SEWSD to City for emergency mutual aid only, and a minimum of 1.200 MGD of water sold by City to SEWSD on a regular basis.
  - 3. A booster pump station, when required, at the point of delivery described above, to convey water from the City's water distribution system which has an elevation datum of 238.5 Ft MSL, to the proposed elevated storage tank to be constructed by SEWSD near the point of delivery, described above, which will

have an elevation datum of 285.0 Ft. MSL. The booster pump station shall include provisions to recognize a temporary low pressure occurrence, such as may be expected from an emergency such as fire fighting, and cause the booster pumps to cease operations until normal pressure has been restored. SEWSD shall have a low pressure switch that will turn off booster pumps at an influent pressure of 35 psi.

- C. Any and all construction plans, drawings, and technical specifications for extensions and other improvements to the City's water distribution system by SEWSD or any agent of SEWSD shall be submitted to the City for its review and approval at least ninety (90) days in advance of any advertisement for construction contract bids. No advertisement for construction contract bids shall take place without the City's full approval of such plans.
- D. Under normal operating conditions, SEWSD shall purchase and receive water from the City through the point of delivery described above. In the event of any emergency conditions, as described hereinafter, the City shall have the right to cease sale of water to SEWSD and to request emergency mutual aid and purchase of water from SEWSD up to 1.20 MGD through the point of delivery described above. Water pressure at the points of delivery shall be a minimum of 35 psi.
- E. Under Emergency Mutual Aid conditions, SEWSD agrees to sell potable treated water to the City meeting the standards of the Safe Drinking Water Act of 1974, as amended, and in accordance with all rules and regulations of the Public Water Supply Section of the Division of Environmental Health, North Carolina Department of Environment and Natural Resources.
- F. SEWSD agrees not to sell water to any of the City's water customers unless it has been mutually agreed upon by the City.

### III. Obligations And Representations Of The City

The City shall ensure that sufficient water treatment capacity is available at all times to meet the water demand of SEWSD granted under this Agreement and to meet the peak and average daily demands of its own customers; within the conditions described hereinafter, to the best of its abilities. The City also hereby agrees to ensure that its water distribution system is capable of delivering the quantity of water in the total amount of one million two hundred thousand gallons per day (1.20 MGD) at the point of delivery, described above, in the quantity specified above, to the best of its abilities.

### IV. Term of Agreement

- A. The term of this Agreement shall be initially for twenty-five (25) years, and thereafter may be renewed or extended for a ten (10) year additional term or terms as may be agreed upon.

- B. Both parties shall commence on or before the twenty-third (23rd) anniversary of this Agreement, good faith negotiations of the terms and conditions contained herein, to provide for the Agreement's continuation for an additional term of ten (10) years on the basis which serve the interests of each party.
- C. Both parties agree that subsequent ten (10) years term extensions of this Agreement shall be made in this same manner, for a total time period mutually agreed upon by both parties.

V. Water Supply Availability

- A. The City's intent is to make every effort to accommodate the water purchase needs of SEWSD and to minimize any interruption in water supply to SEWSD. The City experiences peak water use approximately ten percent (10%) of the time. During this peak usage SEWSD shall resume using ground water so that the City has sufficient water to supply its customers and will not be able to accommodate water sales amounts agreed upon herein to meet the water demands of SEWSD.
- B. In the event under which the City is required to interrupt, reduce, suspend or curtail delivery of water to SEWSD, the City will give SEWSD twenty-four (24) hours notice prior to interruption or curtailment of water delivery.
- C. It is recognized that an emergency such as a fire or a major water main break may occur. The City and SEWSD shall immediately notify the other of all emergencies, failures, malfunctions, or other conditions in their respective systems which may directly or indirectly affect the other party's water system. Each party shall also promptly forward to the other a copy of any notices, summons, subpoena, process, show cause order or other correspondence from any Federal or State regulatory agency, or issued in connection with any suit or proceeding concerning this Agreement or water service pursuant to this Agreement
- D. In the event of force majeure, as defined in Section XXVII, below, the City agrees that any interruption, reduction, suspension or curtailment of water sales will be discussed with SEWSD to ensure that potable water is available to both the City water customers and to SEWSD water customers

VI. Purchase of Potable Water

- A. The City agrees to sell and SEWSD agrees to purchase potable treated water meeting standards of the Safe Drinking Water Act of 1974, as amended, and in accordance with all rules and regulations of the Public Water Supply Section of the Division of Environmental Health, North Carolina Department of Environment and Natural Resources, in such quantities as may be required by SEWSD up to 1.20 MGD.

- B. In the event SEWSD desires to purchase water over and above 1.20 MGD, the City, at its discretion, can agree to sell any amounts over and above 1.20 MGD, but shall be under no obligation to do so. Additional water purchased over and above 1.20 MGD shall be at the same rate agreed upon in Section IX(C).

- C. SEWSD agrees to purchase not less than the following daily volumes from the City pursuant to the following schedule:

YEAR	AMOUNT OF WATER TO BE PURCHASED
2017	0.09 MGD
2018	0.15 MGD
2019	0.30 MGD

- D. For water supply planning purposes only, SEWSD estimates that it may purchase the following amounts of water from the City before 2017:

YEAR	ESTIMATED AMOUNT OF WATER THAT MAY BE PURCHASED
2012	0.06 MGD
2014	0.07 MGD
2016	0.08 MGD

This estimate allows the City to be able to better plan its water allocations should it acquire additional large users.

#### VII. Water Emergency Management

In the event that the City declares water use restrictions in accordance with the City's *Water Shortage Response Plan*, SEWSD agrees with regard to any water delivery to SEWSD by the City pursuant to this agreement, to implement water use restrictions within twenty-four (24) hours equal to those implemented by the City

#### VIII. Emergency Mutual Aid Conditions

- A. Emergency mutual aid conditions under which SEWSD could be requested by the City to sell treated potable water to the City are defined as, but not limited to, those conditions under which the City cannot provide treated potable water to some or all of its water customers, for any reason, and conditions for which a supplemental supply of treated potable water is needed to meet the basic, life sustaining and public health needs of those water customers.

- B. SEWSD agrees to provide and sell potable treated water to the City meeting the standards of the Safe Drinking Water Act of 1974, as amended, and in accordance with all rules and regulations of the Public Water Supply Section of the Division of Environmental Health, North Carolina Department of Environment and Natural Resources,

IX. Water Purchase By SEWSD

- A. SEWSD agrees to purchase from the City the amounts of water as described in this Agreement. SEWSD may purchase amounts of water in excess of the amount described in Section II. A, if the City has such available for sale, and providing that the City has not declared an interruption, reduction, suspension or curtailment period for the sale of water. SEWSD further agrees to pay the City for the minimum amount of water specified in Section VI.C. when a lesser amount of water is actually received.
- B. The extent of the necessary upgrading, expansion and/or enlargement of the facilities of the City shall be made by the City in consultation with consulting engineers employed by City for the purpose of designing its system and facilities.
- C. The rate per thousand (K) gallons (1 CCF = 748 gallons) at which the City will sell water to SEWSD shall be no higher than the lowest unit rate for water charged to any other City customer, unless the State imposes regulations that affect rates which at the time will be adjusted by the parties to the agreement as necessary to comply with the State regulations.

X. Water Purchase By The City

The rate per thousand (K) gallons (1 CCF = 748 gallons) at which SEWSD will sell water to the City under Emergency Mutual Aid conditions shall be the same rate at which the City sells water to SEWSD.

XI. Pumping Costs

SEWSD shall be responsible for all costs associated with operating and maintaining the booster pump station constructed to convey water from the City to SEWSD.

XII. Ownership of Water Treatment Facility

It is understood that the City shall own and operate its water treatment facility and its water distribution system; as well as any expansions, upgrades, enlargements, or additions to any of those facilities. It is also agreed that SEWSD shall have no right, title or interest in or to any of these facilities, except as to the rights to receive treated potable water produced at the City's water treatment facility, and conveyed to SEWSD through the City's water distribution system, as set forth in this Agreement.

### XIII. Quality of Design and Construction

The water supply infrastructure and facilities described in this Agreement shall be designed by a professional engineer licensed by the State of North Carolina to practice engineering in North Carolina. All construction provided herein shall be performed by a general contractor licensed by the State of North Carolina to perform work within North Carolina and shall be constructed in accordance with the plans and specifications approved by the Public Water Supply Section of the NC Division of Environmental Health.

### XIV. Delivery and Billing for Service

- A. All water furnished under this Agreement shall be metered at the point of delivery. The meter for the sale of water from the City to SEWSD shall be owned, operated, maintained and replaced (when needed) by the City. The City shall perform calibration testing from time to time and provide the results to SEWSD within ten (10) days of receiving testing results. The City shall provide SEWSD complete access to the meter including the right to install supervisory control and data acquisition equipment at the meter.
- B. The meter for the sale of water from SEWSD to the City shall be owned, operated, maintained and replaced (when needed) by SEWSD. SEWSD shall perform calibration testing from time to time and provide the results to the City within ten (10) days of receiving test results. SEWSD shall provide the City complete access to the meter, including the right to install supervisory control and data acquisition equipment at the meter.
- C. The meters serving the City and SEWSD shall be read on a monthly basis by the party selling water.
- D. If the selling party is unable to read meter(s) for any reason, the use may be estimated on the basis of usage during the preceding billing period for which readings were obtained. Bills rendered on the basis of such estimates shall be as valid as if made from actual meter readings, and appropriate adjustment of the bill shall be made at the first actual reading of the meter subsequent to the date of estimated usage.
- E. The term "month" or "monthly" refers to the interval(s) transpiring between the previous meter reading date and the current meter reading date, and bills shall be rendered accordingly.
- F. Monthly bills for water services shall be rendered as computed by multiplying the flow of water expressed in thousand (K) gallons by the rate per thousand (K) gallons (1 CCF = 748 gallons).
- G. All billings shall be made by the tenth (10<sup>th</sup>) day of each month and paid within thirty (30) days of the billing date. A late payment charge of one percent (1%) per month shall be applicable to all bills not paid within thirty (30) days of the billing date.

XV. Other Service

SEWSD and the City may allow other customers to be served by their water distribution facilities described in this Agreement provided that it does not materially impair either party's ability to serve each other.

XVI. Continuance of Service

SEWSD and the City shall use reasonable diligence to provide uninterrupted water production and distribution services. Neither party shall be liable to each other or to any consumer purchasing service for damage(s) for failure in, temporary interruptions to, or temporary suspension of water production or distribution service, so long as such failure, interruption or suspension is not caused by willful conduct on the part of either party. Both parties reserve the right to suspend service, without liability on its part, at such time and for such period and in such manner as it may deem necessary for the purpose of making adjustments to, changes in, or repairs to the infrastructure and facilities for which it is responsible, provided that both parties shall make reasonable efforts to minimize any suspension of service. Each party guarantees that the other party will be given the same priority for service as all other water customers.

XVII. Limited Warranty

- A. SEWSD agrees that SEWSD shall be solely responsible for all water entering SEWSD's water distribution system from the City's water distribution system via the water meter at the point of delivery, described in Section II above, which includes, but is not limited to, responsibility for the quality of all water under all applicable Federal and State statutes and regulations, including the Safe Drinking Water Act of 1974, as amended, and the North Carolina Drinking Water Act, NCGS Section 130A-311.
- B. The City shall furnish SEWSD at the point of delivery described above with water of its quality commensurate with that furnished to the City's customers within its city limits. The City makes no other warranty, express or implied, in connection with the provision and sale of water pursuant to this Agreement. The City has no liability under any circumstances for deficiency or failure in the quantity, quality, or supply of water occasioned by any cause whatsoever.

**THE CITY MAKES NO IMPLIED WARRANTY OF  
MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR USE  
OR PURPOSE IN CONNECTION WITH THE SALE OF WATER.**

- C. A list of chemicals used in the treatment of water at the City Water Treatment Facility is available for inspection during normal business hours at that facility. The chemicals used may change from time to time. The City shall notify SEWSD of any significant change in the water treatment process or finished water quality.
- D. The City agrees that the City shall be solely responsible for all water entering City's water distribution system from the SEWSD water distribution system via the water meter at the point of delivery, described in Section II above, which includes, but is

not limited to, responsibility for the quality of all water under all applicable Federal and State statutes and regulations, including the Safe Drinking Water Act of 1974, as amended, and the North Carolina Drinking Water Act, NCGS Section 130A-311.

- E. SEWSD shall furnish the City at the point of delivery described above with water of its quality commensurate with that furnished to SEWSD's customers within its district. SEWSD makes no other warranty, express or implied, in connection with the provision and sale of water pursuant to this Agreement. SEWSD has no liability under any circumstances for deficiency or failure in the quantity, quality, or supply of water occasioned by any cause whatsoever.

**SEWSD MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY  
OR OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE IN  
CONNECTION WITH THE SALE OF WATER.**

**XVIII. Default**

If either party defaults hereunder and such default is not cured within thirty (30) days after written notice thereof from the other party then the non-defaulting party may thereupon terminate this Agreement by written notice to the defaulting party or may seek such other remedies and recourses as may be available to it at law or in equity.

**XIX. Representations And Modifications Of Agreement**

No officer, official, employee or agent of the City or SEWSD may, or shall have the authority or power to, amend, modify or alter this Agreement or waive any of its conditions so as to bind the City or SEWSD by making any promise or representation not contained herein, unless such modification or revision is:

- (a) In writing; and
- (b) Formally approved in the same manner as this Agreement is originally approved; and
- (c) Duly executed by all parties hereto.

**XX. Captions To Sections**

Captions to sections throughout this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.

**XXI. No Joint Venture**

Nothing herein shall be deemed to create a joint venture or principal agent relationship between the parties hereto and no party is authorized to, nor shall, any party act toward third parties or the public in any manner which would indicate any such relationship with the other.

XXII. No Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against SEWSD or the City.

XXIII. Entire Agreement

- A. This Agreement and all attachments hereto and all material incorporated herein, represents the entire understanding and agreement of the parties with respect to the subject matter hereof, supersede all prior oral negotiations and can be amended, supplemented, modified or changed only as provided herein.
- B. This Agreement also supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by SEWSD and the City.

XXIV. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

XXV. Successors And Assigns

This Agreement may not be assigned by either party without written consent of all other parties. Subject to the foregoing, this Agreement shall be binding upon and its benefits inure to the parties, their successors and assigns. This provision shall not be construed as impeding the right of either party to sell finished water to other governmental entities.

XXVI. Termination / Extension Of Agreement

- A. SEWSD and the City agree that either party may terminate this Agreement with a six (6) year written notice of intent to terminate.
- B. In the event that any breach of this Agreement is not cured within six (6) months following written notice of such breach, this Agreement may be terminated by the party not responsible for or causing the breach.
- C. This Agreement may be terminated in the event a court of competent jurisdiction or any federal or state agency with authority to do so, restricts or limits, directly or indirectly, any of the City's or SEWSD's rights to obtain, sell, contract for,

purchase, distribute or treat water at the City's treatment facilities addressed by this Agreement.

#### XXVII. Force Majeure

This Agreement is subject to force majeure, and performance hereunder may be excused in the even of accidents, acts of God, weather conditions, regulations or restrictions imposed by other government entity or agency, or any other delay beyond the control of the parties hereto. If delivery of water service hereunder within a reasonable time is prevented by any cause of force majeure, then this Agreement may, at the option of either party, be suspended until the ability of the parties to perform their respective rights and obligations is restored.

#### XXVIII. Waiver and Indemnity

- A. To the fullest extent allowed by law, SEWSD assumes responsibility for and shall hold harmless, defend and indemnify the City against all liability, claims, judgments, losses, costs, and expenses (including reasonable legal fees), for any injury, loss, or damage to persons or property including fines by any Federal or State agency and also including personal injury or property damage on account of, or in any way arising out of, the design, construction, maintenance and operation of water utility infrastructure owned by SEWSD.
- B. To the fullest extent allowed by law, the City assumes responsibility for and shall hold harmless, defend and indemnify SEWSD against all liability, claims, judgments, losses, costs, and expenses (including reasonable legal fees) for any injury, loss, or damage to persons or property, including fines by any Federal or State agency, and also including personal injury or property damage on account of, or in any way arising out of the design, construction, maintenance and operation of water utility infrastructure owned by the City.
- C. Neither party shall be responsible to indemnify the other against any claim, damage or loss for bodily injury or property damage to the extent that such damages are caused by the negligence of the other party or its agents, employees, contractors or other representatives. Each party shall notify the other in writing of any claim for indemnification hereunder, and shall describe in such notice the nature and cause of the claim. The party against whom the claim is asserted shall be allowed a reasonable time and opportunity to cure, mitigate, defend and otherwise address the claim.

#### XXIX. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. Sect.

7A-381(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wayne County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXX. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina. The venue for settlement of disputes shall be the courts within the County of Wayne.

XXXI. Notices

All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: City of Goldsboro  
P.O. Drawer A  
Goldsboro, NC 27533-9701  
Attn: City Manager

TO: Southeastern Wayne Sanitary District  
P.O. Box 1583  
Goldsboro, NC 27533  
Attn: District Manager

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other.

XXXII. Ratification

This Agreement shall not be binding upon either party until ratified by the governing boards of the City and SEWSD and recorded in the meeting minutes of a meeting of each respective governing board.

IN TESTIMONY WHEREOF, the CITY and SEWSD have caused this AGREEMENT to be executed by their respective Mayor or Chairman, their corporate seal to be affixed and attested by their respective Clerks, all by the authority of the respective governing boards, its official seal affixed and attested to by the clerk to the governing board, the day and year first written above.

Executed by Southeastern Wayne Sanitary District, this the 17 day of September, 2009.

SOUTHEASTERN WAYNE SANITARY DISTRICT

BY: Edith Smith  
Edith Smith, Chairman  
Southeastern Wayne Sanitary District

ATTEST:

Sam Gray  
Secretary

This AGREEMENT has been preaudited in accordance with the provision and requirements of the Local Government Budgeting and Fiscal Control Act.

BY: Charlie Holloway  
Charlie Holloway, Finance Officer  
Southeastern Wayne Sanitary District

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, Glenn Smith, a Notary Public of the County and State aforesaid, certify that Edith Smith, who being by me duly sworn, says that she is Chairman of the Board of Southeastern Wayne Sanitary District, and that Sam Casey is Secretary of said Board, that the seal affixed to the foregoing and attested instrument is the seal of Southeastern Wayne Sanitary District, North Carolina, and that said instrument was signed by her as Chairman of the Board of Southeastern Wayne Sanitary District and by the Secretary of said Board, who affixed the official seal of Southeastern Wayne Sanitary District to said instrument; and that the said Edith Smith, Chairman of the Board of Southeastern Wayne Sanitary District, acknowledged said instrument to be the act and deed of Southeastern Wayne Sanitary District.

WITNESS my hand and Notarial Seal, this the 17 day of September, 2009.

Glenn Smith  
Notary Public

My Commission Expires: June 18, 2013

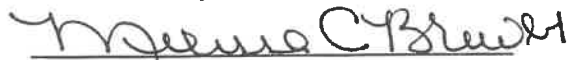
The City Council of the City of Goldsboro, meeting in regular session on Sept. 8, 2009, did approve this Agreement dated Sept. 8, 2009.

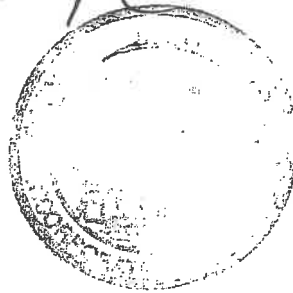
CITY OF GOLDSBORO

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

  
Alfonzo King, Mayor  
City of Goldsboro

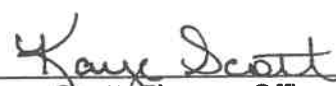
ATTEST:

  
City Clerk



This AGREEMENT has been preaudited in accordance with the provision and requirements of the Local Government Budgeting and Fiscal Control Act.

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

  
Kaye Scott, Finance Officer  
City of Goldsboro

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

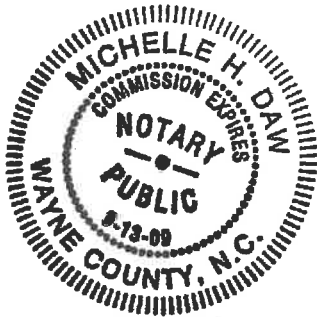
I, Michelle H. Daw a Notary Public of the County and State aforesaid, certify that Alfonzo King who being by me duly sworn, says that he is Mayor of the City of Goldsboro, and that Melissa C. Brewer is City Clerk of said City, that the seal affixed to the foregoing and attested instrument is the seal of City of Goldsboro, North Carolina, and that said instrument was signed by him as Mayor of said City and by the City Clerk, who affixed the official seal of City of Goldsboro to said instrument; and that the said Alfonzo King, Mayor of the City of Goldsboro, acknowledged said instrument to be the act and deed of the City of Goldsboro, North Carolina.

WITNESS, my hand and Notarial Seal, this the 10<sup>th</sup> day of September, 2009.

Michelle H. Daw

Notary Public

My Commission Expires: 9-13-09



AMENDMENT NO. 1 TO AGREEMENT  
DATED SEPTEMBER 8, 2009  
BETWEEN SOUTHEASTERN WAYNE SANITARY DISTRICT  
AND CITY OF GOLDSBORO

THIS AMENDMENT NO. 1 TO THE AGREEMENT dated September 8, 2009 between Southeastern Wayne Sanitary District and City of Goldsboro ("hereinafter referred to as "Amendment No. 1") is made and entered into this the 23<sup>rd</sup> day of October, 2017, by and between Southeastern Wayne Sanitary District, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "SEWSD") and City of Goldsboro, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "the City").

WITNESSETH

WHEREAS, SEWSD operates and manages water supply and water distribution facilities located within its boundaries; and

WHEREAS, the City operates and manages water supply and water distribution facilities and systems located within its boundaries; and

WHEREAS, the City and Southeastern Wayne Sanitary District entered into a Water Purchase Agreement (WPA) dated September 8, 2009 (attached hereto as Exhibit A and adopted and incorporated herein as if fully set forth); and

WHEREAS, the WPA allows SEWSD to purchase a supplemental supply of potable water from the City; and

WHEREAS, the WPA establishes an emergency water mutual aid agreement between SEWSD and the City capable of providing water to the City in the event of an emergency; and

WHEREAS, the WPA includes specific dates by which SEWSD is required to purchase minimum amounts of water from the City, and

WHEREAS, SEWSD desires those specific dates be modified;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Southeastern Wayne Sanitary District hereby agree that the terms of the September 8, 2009 WPA are adopted and incorporated by reference herein, subject to this Amendment No. 1 as follows:

1. Section VI is amended as follows:

Strike Paragraph VI.C. and replace with "SEWSD agrees to purchase not less than 300,000 gpd from the City beginning no later than December 1, 2017 and extending through December 31, 2019.

2. Except as amended by this Amendment No. 1, the September 8, 2009 WPA is hereby ratified and affirmed by the parties hereto and shall remain in full force and effect. The September 8, 2009 WPA and Amendment No. 1 together represent the entire and integrated Agreement between SEWSD and the City and supersede all prior negotiations, representations or agreements, wither written or oral, and may only be amended by written instrument signed by the parties. In the event of any inconsistency between this Amendment No. 1 and the September 8, 2009 WPA, the provisions of Amendment No. 1 shall control.

Executed by Southeastern Wayne Sanitary District, this the 5<sup>th</sup> day of October, 2017.

SOUTHEASTERN WAYNE SANITARY DISTRICT

BY: Phil Shivar  
Phil Shivar, Chairman  
Southeastern Wayne Sanitary District

ATTEST:

Bobby Dethman  
Secretary

Executed by City of Goldsboro, this the 23<sup>rd</sup> day of October, 2017.

CITY OF GOLDSBORO

BY: Chuck Allen  
Chuck Allen, Mayor  
City of Goldsboro

ATTEST:

Melina Allen  
City Clerk



"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

(Signature of Finance Officer)

Kaye Scott

STATE OF NORTH CAROLINA

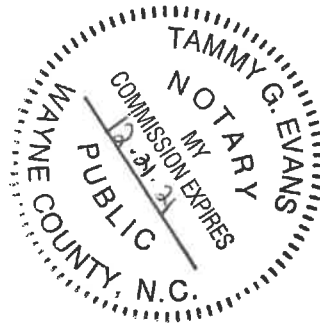
COUNTY OF WAYNE

I, Tammy G. Evans, a Notary Public of the County and State aforesaid, certify that Phil Shivar, who being by me duly sworn, says that he is Chairman of the Board of Southeastern Wayne Sanitary District, and that Bobby Outlaw is Secretary of said Board, that the seal affixed to the foregoing and attested instrument is the seal of Southeastern Wayne Sanitary District, North Carolina, and that said instrument was signed by him as Chairman of the Board of Southeastern Wayne Sanitary District and by the Secretary of said Board, who affixed the official seal of Southeastern Wayne Sanitary District to said instrument; and that the said Phil Shivar, Chairman of the Board of Southeastern Wayne Sanitary District, acknowledged said instrument to be the act and deed of Southeastern Wayne Sanitary District.

WITNESS my hand and Notarial Seal, this the 5<sup>th</sup> day of Oct, 2017.

Tammy G. Evans  
Notary Public

My Commission Expires: 12-21-2021



STATE OF NORTH CAROLINA

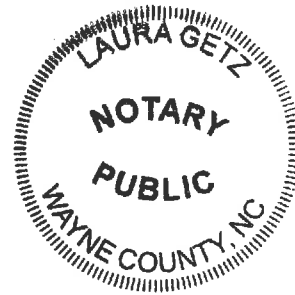
COUNTY OF WAYNE

I, Laura Getz, a Notary Public of the County and State aforesaid, certify that Chuck Allen who being by me duly sworn, says that he is Mayor of the City of Goldsboro, and that Melissa Corser is City Clerk of said City, that the seal affixed to the foregoing and attested instrument is the seal of the City of Goldsboro, North Carolina, and that said instrument was signed by him as Mayor of said City and by the City Clerk of said City, who affixed the official seal of City of Goldsboro to said instrument; and that the said Chuck Allen, Mayor of the City of Goldsboro, acknowledged said instrument to be the act and deed of the City of Goldsboro, North Carolina.

WITNESS, my hand and Notarial Seal, this the 23<sup>rd</sup> day of October, 2017.

Laura Getz  
Notary Public

My Commission Expires: 1-30-2018



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING

SUBJECT: Advisory Board and Commission Appointments

BACKGROUND: There are currently vacancies on the Goldsboro Historic District Commission, Goldsboro Firefighters Relief Fund Board of Directors and the Goldsboro Municipal Golf Course Committee. Citizen involvement is vital to the performance of City government. It is necessary that additional appointments be made in an effort to fill these vacancies.

DISCUSSION: Applications were solicited from the public at large.

The City Council met during the Work Session on March 16, 2020, to review vacancies and applications received to fill the current vacancies. With these appointments, one vacancy on the Goldsboro Municipal Golf Course Committee remains.

The following individuals are recommended for appointment. The terms of the appointees shall expire on the dates indicated:

**Historic District Commission**

**Filling An Unexpired Term**

Donna Stevenson	Term Expires	12-31-21
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**Goldsboro Firefighters Relief Fund Board of Directors**

**First Term Appointee**

Crystal Hardin	Term Expires	12-31-22
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RECOMMENDATION: Staff recommends Council adopt the attached Resolution appointing members to the Goldsboro Historic District Commission, and the Goldsboro Firefighters Relief Fund Board of Directors.

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

\_\_\_\_\_  
Melissa Capps, City Clerk

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

\_\_\_\_\_  
Tim Salmon, City Manager

RESOLUTION NO. 2020- \_\_\_\_\_

RESOLUTION APPOINTING MEMBERS  
TO ADVISORY BOARDS AND COMMISSIONS

WHEREAS, Vacancies currently exist on the Goldsboro Historic District Commission, Goldsboro Firefighters Relief Fund Board of Directors and the Goldsboro Municipal Golf Course Committee; and

WHEREAS, Continued involvement of citizens is vital to the performance of City government; and

WHEREAS, The following distinguished citizens have expressed a desire to serve upon the indicated Board or Commission;

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

1. The following individuals be and are hereby appointed to the specified Boards and Commissions. The terms of the appointees shall expire on the dates indicated:

**Historic District Commission**

**Filling An Unexpired Term**

Donna Stevenson	Term Expires	12-31-21
-----------------	--------------	----------

**Goldsboro Firefighters Relief Fund Board of Directors**

**First Term Appointee**

Crystal Hardin	Term Expires	12-31-22
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2. This Resolution shall be in full force and effect from and after this 6<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Mayor

Attested by:

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



# City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

## RESOLUTION NO. 2020-17

### RESOLUTION IN MEMORY OF JOHN M. BELL

**WHEREAS**, John M. Bell was born in Sampson County and was a resident of the City of Goldsboro until his death on March 2, 2020; and

**WHEREAS**, Mr. Bell attended Wayne County Schools and graduated from Dillard High School in Goldsboro, North Carolina. Mr. Bell attended Shaw University in Raleigh, North Carolina and earned a BA Degree in Business Management/Economics/Public Administration receiving the honor of Cum Laude; and

**WHEREAS**, Mr. Bell served his country in the United States Air Force for twenty years and retired as a Master Sergeant. Mr. Bell also worked with the State of North Carolina's Intensive Probation Office. He was the first DWI Parole Treatment Facility Manager in the State of North Carolina, Assistant Branch Manager Raleigh/Durham District Division of Adult Probation Parole, and Judicial District Manager (District 8) Division of Adult Probation/Parole. Mr. Bell faithfully served the citizens of Wayne County as a County Commissioner for twenty years; and

**WHEREAS**, Mr. Bell served on various committees to include the Eastpointe Mental Health Board of Directors, Council on Aging Board of Directors, Hispanic/Latino Committee, Solid Waste Committee, Goldsboro/Wayne County Utility Committee, Wayne County Day Reporting Center Board and the Wayne County Juvenile Justice Board; and

**WHEREAS**, Mr. Bell also received The Order of the Long Leaf Pine from Governor James B. Hunt, which is the highest honor given by the State of North Carolina.

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

1. We express to the family of Mr. John M. Bell our heartfelt belief that the memory of his good works and character will be and remain an inspiration to many and a blessing to all.
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 7<sup>th</sup> day of March, 2020.



  
Chuck Allen  
Mayor

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING

SUBJECT: Change Orders No. 15, 16, 21, and 22 - Phase IV Sewer Collection Rehabilitation - Formal Bid No. 2018-004

BACKGROUND: The Phase IV Sewer Rehab Project provides for installation of approximately 30,900 linear feet of cast-in-place-pipe (CIPP) rehabilitation of existing sanitary mains, including various root treatments, obstruction removals, cutting of intruding taps and asphalt or concrete surface repairs directly associated with the completion and restoration work detailed in the contract specifications. City Council approved the original contract for approximately \$9.3M.

Through various field changes with cost savings of approximately \$1.5M the contractor was able to add additional work, not in the original contract, but within the original project area. Due to this additional rehab work, T. A. Loving Company provided costs totaling \$505,298.92. There remains approximately (\$900,000) of cost savings to potentially be applied to more additional work.

DISCUSSION: Construction change orders in excess of \$10,000 require approval of the City Council prior to City Manager approval. The subject change orders detail additional items/work for the Phase IV Sewer Rehab project as follows:

Change Order No. 15 = \$ 19,649.29  
One 36" interference box for Audubon  
Avenue plus 2.50% bond and insurance

Change Order No. 16 = \$ 95,527.63  
Four 48" interference boxes for Mulberry  
Street @ \$23,881.71 each plus 2.50% bond  
and insurance

Change Order No. 21 = \$ 24,600.00  
8" CIPP point repairs at various locations  
@ \$3,000 each plus 2.50% bond and  
insurance

Change Order No. 22 = \$ 365,522.00  
Field cost for time extensions of  
9 ½ months (See Attached

Detailed Worksheets)

**Total Change Orders                    =                    \$ 505,298.92**

This additional work will require the contract completion time to be extended by 12 days for Change Orders No. 15, 16, 21, and 22. Previous changes orders, additional quantities, and work extended the contract time by a total of 9 ½ months. The amended contract completion date for the remaining rehabilitation work is April 14, 2020.

Staff recommends issuing change orders to the current contract with T. A. Loving for the Phase IV sewer collection rehabilitation project. We have reviewed this change order with the Finance Director and determined that funds are available from the Clean Water Revolving Fund Loan.

**RECOMMENDATION:**

It is recommended that the City Council, by motion, adopt the attached resolution authorizing the City Manager to execute change orders for \$505,298.92 with T. A. Loving Company.

Date: 1 APR 20

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

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

\_\_\_\_\_  
Timothy M. Salmon, City Manager



T. A. Loving Company  
400 Patetown Road P.O. Drawer 919  
Goldsboro NC 27533-0919  
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal  
Request  
No.:

CPR-4100-022

## CHANGE ORDER PROPOSAL

Project Name: Goldsboro Sewer Rehabilitation Phase 4 Project No. 4100  
Location: Goldsboro, NC Date 3/2/2020  
Owner: City of Goldsboro Drawing No. \_\_\_\_\_  
Engineer: McKim & Creed Spec. Section \_\_\_\_\_

Reference: RFP No.: \_\_\_\_\_ Work Directive No.: \_\_\_\_\_ Field Order No.: \_\_\_\_\_ Other \_\_\_\_\_

Description: Field Cost for Time Extension. 9.5 months

1. LABOR (See attached itemized breakdown) ..... \$298,072.00

2. MATERIALS (See attached itemized breakdown) ..... \$0.00

3. EQUIPMENT/OTHER (See attached itemized breakdown) ..... \$67,450.00

4. TIME EXTENSION FIELD COSTS\*\* ..... DAYS @ \_\_\_\_\_ PER DAY ..... \$0.00

5. SUB-TOTAL DIRECT WORK ..... \$365,522.00

6. OVERHEAD & PROFIT ON DIRECT WORK ..... 0% ..... \$0.00

7. TOTAL DIRECT WORK ..... \$365,522.00

### SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK: ..... \$0.00

9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK ..... 5% ..... \$0.00

10. TOTAL SUBCONTRACTOR WORK ..... \$0.00

11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK ..... \$365,522.00

12. BOND & INSURANCE: ..... 0.00% of subtotal # 11 ..... \$0.00

13. TOTAL CHANGE PROPOSAL REQUEST ..... \$365,522.00

Reviewed By: Mark Harris Date: 3/2/20

\*\* Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

Mark Harris

Project Manager

Date: 3/2/2020

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

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



T. A. Loving Company  
400 Patetown Road P.O. Drawer 919  
Goldsboro NC 27533-0919

Change Proposal  
Request  
No.:

CPR-4100-022

919-734-8400 (phone) 919-736-2148 (fax)

## WORKSHEET SUMMARY

	Quantity	Rate	Unit	
<b>MATERIAL COST</b>				
A. Material (From take off worksheet)				\$0.00
B. Miscellaneous/Waste material		10.00%	of A	\$0.00
C. Freight				\$0.00
D. SUBTOTAL				\$0.00
E. Sales Tax		6.75%	of D	\$0.00
<b>F. TOTAL MATERIAL</b>				<b>\$0.00</b>
<b>LABOR COST</b>				
G. Labor (From takeoff worksheet)				\$298,072.00
H. Small Tools			of Labor	\$0.00
I. Clean-up			of Labor	\$0.00
J. Safety		0.00%	of Labor	\$0.00
K. Safety Training		0.00%	of Labor	\$0.00
L. Reproduction Costs				\$0.00
M. As-Built Drawings	0	\$73.00	HR	\$0.00
N. Testing			of Labor	\$0.00
O. Warranty Work			of Labor	\$0.00
P. Punch List			of Labor	\$0.00
<b>Q. TOTAL LABOR</b>				<b>\$298,072.00</b>
<b>EQUIPMENT/OTHER</b>				
R. Equipment (From take off worksheet)				\$0.00
S. Equipment Fuel Surcharge		2%	of Equipment	\$0.00
T. Equipment Repairs			of Equipment	\$0.00
U. Equipment Yard Work			of Equipment	\$0.00
V. Assigned Equipment			of Equipment	\$0.00
W. Other (From take off worksheet)				\$67,450.00
<b>X. TOTAL EQUIPMENT/OTHER</b>				<b>\$67,450.00</b>



T. A. Loving Company  
400 Patetown Road P.O. Drawer 919  
Goldsboro NC 27533-0919  
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal  
Request  
No.: CPR-4100-022

## TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL		LABOR		EQUIPMENT		OTHER	
				UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Management	9.5	MO			\$31,376.00	298,072.00				0.00
	Field Office, yard rental, dumpster, utilities	9.5	MO							\$7,100.00	67,450.00
											0.00
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					0.00		0.00		0.00		0.00
					0.00		298,072.00		0.00		67,450.00

RESOLUTION NO. 2020-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDERS NO. 15, 16, 21, AND 22 WITH T. A. LOVING COMPANY FOR  
PHASE IV SEWER COLLECTION REHABILITATION PROJECT  
FORMAL BID #2018-004

WHEREAS, the City Council of the City of Goldsboro awarded a contract on July 16, 2018 to T. A. Loving Company for the Phase IV Sewer Collection Rehabilitation Project; and

WHEREAS, the City Council of the City of Goldsboro recommends additional work for the rehabilitation project; and

WHEREAS, T. A. Loving Company submitted a cost of \$505,298.92 for the additional work; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to issue change orders to Contract #2018-004 with T. A. Loving Company for \$505,298.92;

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 change orders for \$505,298.92 with T. A. Loving Company for Phase IV Sewer Collection Rehabilitation Project.
2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attested by:

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020 COUNCIL MEETING

SUBJECT: Contract Award – 2020 Street Paving Improvements Project  
Formal Bid No. 2020-001

BACKGROUND: On Tuesday, February 25, 2020, eight (8) sealed bids were received for the 2020 Street Paving Improvements Project.

The proposed work consists of approximately 5,000 square yards of pavement with 940 linear feet of storm water lines, 400 linear feet of water line, and 1,500 linear feet of concrete curb and gutter. This project includes Oak Hill Drive from North Berkeley Boulevard to Green Drive, East Chestnut Street from South Slocumb Street to South Leslie Street, Hawthorne Street from Oleander Avenue to Andrews Avenue, and Mimosa Street from Claiborne Street to Randolph Street.

Weaver's Asphalt & Maintenance Company submitted the low bid for this project for a total cost of \$641,711. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Weaver's Asphalt & Maintenance Co. Rocky Mount, NC	\$ 641,711.00
BridgePoint Civil, LLC Goldsboro, NC	\$ 708,585.25
Hines Sitework, Inc. Goldsboro, NC	\$ 711,843.00
Barnhill Contracting Company Kinston, NC	\$ 811,049.28
Carolina Earth Movers, Inc. Greenville, NC	\$ 822,825.00
S. T. Wooten Corp. Wilson, NC	\$ 897,275.63
Fred Smith Company Raleigh, NC	\$ 941,543.00

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Lanier Construction Co., Inc.	\$ 972,995.00

DISCUSSION:

The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have reviewed the financing of this project with the Finance Director and determined that funds are available in Street Bonds.

The bid proposal for City projects require contractors to submit references and describe work of a similar nature to street paving improvements. Staff checked the three references provided by Weaver's Asphalt and received a good report from two companies. The third reference could not be reached.

RECOMMENDATION: Recommend the City Council, by motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract for \$641,711 with Weaver's Asphalt and Maintenance Company for the 2020 Street Paving Improvements Project.

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

1 APR 20



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

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

\_\_\_\_\_  
Timothy M. Salmon, City Manager

RESOLUTION NO. 2020 –

RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT FOR THE 2020 STREET PAVING IMPROVEMENTS PROJECT  
FORMAL BID NO. 2020-001

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to initiate a project for the 2020 Street Paving Improvements Project; and

WHEREAS, the total low bid for the 2020 Street Paving Improvements Project was submitted by Weaver's Asphalt & Maintenance Company of Rocky Mount, NC in the amount of \$641,711; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept the low bid and award the contract to Weaver's Asphalt & Maintenance Company in the amount of \$641,711 for the 2020 Street Paving Improvements Project;

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Weaver's Asphalt & Maintenance Company in the amount of \$641,711 for the 2020 Street Paving Improvements Project.

2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attested by:

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
APRIL 6, 2020

**Subject:** Public Comment Period Policy Amendment

**Background:** North Carolina General Statute 153A-52.1 implemented a requirement that Council must provide at least one period for public comment per month at a regular meeting of the board. City Council adopted a Public Comment Period Policy effective September 1, 2005. At the Council meeting on August 1, 2011, Council amended the Public Comment Policy to move the public comment period to follow approval of Council meeting minutes effective August 15, 2011. Currently, the Public Comment period is held at each meeting and Public Hearings are normally held the last meeting of the month.

**Discussion:** On March 10, 2020 NC Governor Executive Order 116 declared a “State of Emergency” due to Coronavirus 2019 (COVID-19). On March 27, 2020 NC Governor Executive Order 121 mandated “Stay At Home” policies to mitigate community spread of COVID-19. Section 2, paragraph 6 defines “Essential Governmental Operations” to provide for or support the health, safety and welfare of the public. Each government body shall determine its Essential Governmental Operations and identify employees and/or contractors necessary to the performance of those functions.

**Recommendation:** In keeping with the intent of the NC Governor “Stay At Home” Executive Order and NCGS 153A-52.1, staff recommends Council amend the current Public Comment Period Policy to be held the first meeting of the month to follow approval of Council meeting minutes effective April 20, 2020.

Date: \_\_\_\_\_  
Tim Salmon, City Manager

## Public Comment Period Policy

The public comment period policy will allow “any citizen” to speak at the first Council meeting of each month, which will reserve the second Council meeting of each month for Public Hearings, with these provisions:

- (1) Only one public comment period per month is required and the City Council will provide a public comment period at the first Council meeting of each month.
- (2) Each speaker will be given three (3) minutes to present the speaker’s comments after identifying himself/herself by name and address.
- (3) If a group wishes to speak, the group will be instructed by the Mayor to designate a maximum of two spokespersons to speak on behalf of the group. A “group” is defined as more than two people in attendance wishing to address a similar topic.
- (4) The total public comment period will not exceed thirty (30) minutes at any regularly scheduled Council meeting.
- (5) The Mayor will take reasonable steps to maintain order and decorum during the public comment period and speakers are expected to present their comments consistent with the maintenance of order and decorum.
- (6) The same speaker will be allowed to speak once per quarter on the same topic, but the same speaker may speak on a different topic at each meeting.
- (7) Speakers will be allowed to speak on any relevant matter and “relevant matter” is defined as a matter which is within the authority of the City Council to decide and not privileged by law (such as personnel matters).
- (8) Speakers wishing to speak on a public hearing or conditional use that is listed on the agenda will be asked to comment on those items during the public hearing itself.

This policy would become effective April 20, 2020.

\*Amended April 6, 2020

**RESOLUTION NO. 2020-21****RESOLUTION EXPRESSING APPRECIATION  
FOR SERVICES RENDERED BY CHRISTOPHER SAULS  
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO  
FOR MORE THAN 21 YEARS**

**WHEREAS**, Christopher Sauls retired on April 1, 2020 as a Fire Captain with the Goldsboro Fire Department of the City of Goldsboro with more than 21 years of service; and

**WHEREAS**, Chris began his career on July 22, 1998 as a Firefighter with the Goldsboro Fire Department; and

**WHEREAS**, On February 2, 2004, Chris was promoted to Fire Engineer with the Goldsboro Fire Department; and

**WHEREAS**, On September 3, 2014, Chris was promoted to Fire Captain with the Goldsboro Fire Department where he has served until his retirement; and

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

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

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

1. We express to Chris our very best wishes for success, happiness, prosperity and good health in his 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 6<sup>th</sup> day of April, 2020.

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Mayor

Attested by:

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City Clerk

## *Child Abuse Prevention Month Proclamation*

*Whereas*, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

*Whereas*, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

*Whereas*, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

*Whereas*, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

*Whereas*, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

*Therefore*, I do hereby proclaim *April* as *Child Abuse Prevention Month* and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.



*The Honorable Mayor Chuck Allen*  
*The 16<sup>th</sup> day of March, 2020*





## City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

*Office of the Mayor*

### WEEK OF THE YOUNG CHILD PROCLAMATION

**WHEREAS**, The City of Goldsboro values the importance of children's positive experiences in shaping their learning and developing during their earliest years; and

**WHEREAS**, The City of Goldsboro supports high quality accessible, and affordable child care and early childhood education; and

**WHEREAS**, Quality education from the start and health of the child from birth are vital to building a strong community, state, and country; and

**WHEREAS**, Partnership for Children of Wayne County and North Carolina Partnership for Children, along with North Carolina Association for the Education of Young Children, North Carolina Child Care Coalition and all child care centers and preschools in the City of Goldsboro, join together in recognizing and supporting the people and programs that are committed to providing high quality early childhood education and services; and


**WHEREAS**, The Week of the Young Child is a time to thank and recognize our early childhood educators that care for and educate our youngest children; and

**WHEREAS**, The Week of the Young Child is a time to recognize that children's opportunities are our responsibilities and to commit ourselves to ensuring that every child experiences the type of environment that will promote their early learning.

**NOW, THEREFORE**, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim April 11-17, 2020, as "WEEK OF THE YOUNG CHILD," and commend its observance to all citizens of the City of Goldsboro.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 6<sup>th</sup> day of April, 2020.



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



# City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

## ***RE-ENTRY WEEK PROCLAMATION***

WHEREAS, 73.5 million Americans have some kind of criminal record; and

WHEREAS, 650,000 are released from Federal and State prisons each year; and

WHEREAS, Promoting the rehabilitation and reintegration of individuals into society with a future is an important goal for all communities; and

WHEREAS, Policies that limit a second chance are detrimental to partnering with counties and private industrial employment; and

WHEREAS, Engaging the private sector and honoring Champions of Change are an important tool, along with proper education in reducing recidivism; and

WHEREAS, The City of Goldsboro wants to collaborate with the Wayne County Reentry Council, Wayne County Chamber of Commerce, Mephibosheth Project Inc., Wayne Community College and local industry to promote re-entry efforts for motivated individuals to compete for jobs, attain sustainable housing, support their families, and contribute to their communities.

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim the second week of April 2020 as

## ***RE-ENTRY WEEK***

in the City of Goldsboro and encourage all citizens to recognize the efforts of those who work to improve the rehabilitation and reintegration of formerly incarcerated individuals.

WITNESS MY HAND and the corporate seal of the City of Goldsboro, North Carolina, this 6<sup>th</sup> day of April, 2020.



Chuck Allen, Mayor