

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 20, 2019**

(Please turn off, or silence, all cellphones upon entering the Council Chambers)

- I. ADOPTION OF THE AGENDA**
- II. WORK SESSION–3:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
 - i. BUDGET WORK SESSION**
 - ii. OLD BUSINESS**
 - a. Golf Cart Discussion (City Attorney)
 - b. Code of Ethics Discussion (City Attorney)
 - c. Bus Shelters Pricing Discussion (Assistant City Manager)
 - d. Dillard Middle Track (Parks and Recreation)
 - e. Keys to Healing Donation Request (Mayor)
 - f. Discussion Items (Councilmember Foster)
 - i. Discuss the scheduling of a hearing by City Council of the Disclosure Statements complaint that was filed against Mayor Allen
 - ii. Summer feeding program locations
 - iii. Mayor Allen’s reading program and funding for the program
 - iii. NEW BUSINESS**
 - g. Boards and Commissions Discussion (City Clerk)
- III. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**

Invocation (Archbishop Anthony Slater, Tehillah Church Ministries)
Pledge to the Flag
- IV. ROLL CALL**
- V. APPROVAL OF MINUTES** *(*Motion/Second)*
 - A.1 Minutes of Special Called Meeting March 20, 2019 9 am
 - A.2 Minutes of Special Called Meeting March 20, 2019 2 pm
 - A.3 Minutes of Special Called Meeting March 22, 2019 9 am
 - A.4 Minutes of Special Called Meeting March 22, 2019 2 pm
 - A.5 Recessed Meeting Minutes of March 25, 2019
 - A.6 Minutes of the Work Session and Regular Meeting of April 1, 2019
- VI. PRESENTATIONS**
- VII. PUBLIC HEARINGS** *(*Motion/Second)*
 - B. CU-6-19 (Penske) Subject property located on the North side of West Grantham Street, between Hargrove and Nevels Street (Planning)

- C. CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive (Planning)
- D. Z-10-19 Chandu R. Patel- Subject property is located on the west side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway (Planning)

PLANNING COMMISSION EXCUSED

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

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

- E. Award contract for audit services for fiscal year ending June 30, 2019 to Dixon Hughes Goodman, LLP (Finance)
- F. Appointment of Deputy Finance Officer, Andrea Thompson (Finance)
- G. Establishing a Capital Projects Fund Ordinance – Tiger VIII Grant Projects (G1103) (Finance)
- H. Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project (Public Utilities)
- I. Bid Award for Stoney Creek Park Greenway Paving (Parks and Recreation)
- J. Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan (Formal Bid #2019-002) (Downtown Development)
- K. Departmental Monthly Reports

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

- L. Authorization of sale of substandard lots to adjacent property owners under Session Law 2004-94 (Senate Bill 1370) (Finance)
- M. Authorization of sale of real property under G.S. §160A-266, § 160A-269 (Upset bid process), and §160A-279 (Sale of property to entities carrying out a public purpose) (Finance)

XI. CITY MANAGER'S REPORT

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XIII. CLOSED SESSION

XIV. ADJOURN

**MINUTES OF SPECIAL CALLED MEETING
OF MAYOR AND CITY COUNCIL
MARCH 20, 2019**

The Mayor and City Council of the City of Goldsboro, North Carolina, called a Special Meeting to discuss a personnel matter at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro, NC at 9:00 a.m. on March 20, 2019 with attendance as follows:

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

Absent: Councilmember Antonio Williams
Councilmember Mark Stevens
Councilmember Bevan Foster

Call to Order. Mayor Allen called the meeting to order at 9:00 a.m.

Closed Session Held. Upon motion of Mayor Allen, seconded by Councilmember Aycock and unanimously carried, Council convened into Closed Session to discuss a personnel matter.

Council came out of closed session.

There being no further business, the meeting adjourned at 10:40 a.m.

Chuck Allen
Mayor

Melissa Capps, MMC/NCCMC
City Clerk

**MINUTES OF SPECIAL CALLED MEETING
OF MAYOR AND CITY COUNCIL
MARCH 20, 2019**

The Mayor and City Council of the City of Goldsboro, North Carolina, called a Special Meeting to discuss a personnel matter at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro, NC at 2:00 p.m. on March 20, 2019 with attendance as follows:

- Present:

Mayor Chuck Allen, Presiding
Mayor Pro Tem Bill Broadway
Councilmember David Ham
Councilmember Gene Aycock
- Absent:

Councilmember Antonio Williams
Councilmember Mark Stevens
Councilmember Bevan Foster

Call to Order. Mayor Allen called the meeting to order at 2:00 p.m.

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

Council came out of closed session.

There being no further business, the meeting adjourned at 3:00 p.m.

Chuck Allen
Mayor

Melissa Capps, MMC/NCCMC
City Clerk

**MINUTES OF SPECIAL CALLED MEETING
OF MAYOR AND CITY COUNCIL
MARCH 22, 2019**

The Mayor and City Council of the City of Goldsboro, North Carolina, called a Special Meeting to discuss a personnel matter at the Goldsboro Event Center, 1501 S. Slocumb Street, Goldsboro, NC at 9:00 a.m. on March 22, 2019 with attendance as follows:

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

Absent: Councilmember Antonio Williams
Councilmember Bevan Foster

Call to Order. Mayor Allen called the meeting to order at 9:00 a.m.

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

Council came out of closed session.

There being no further business, the meeting adjourned.

Chuck Allen
Mayor

Melissa Capps, MMC/NCCMC
City Clerk

**MINUTES OF SPECIAL CALLED MEETING
OF MAYOR AND CITY COUNCIL
MARCH 22, 2019**

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

Call to Order. Mayor Allen called the meeting to order at 2:00 p.m.

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

Council came out of closed session.

There being no further business, the meeting recessed until Monday, March 25, 2019 at 1:00 p.m. in the Mayor’s Conference Room, City Hall Addition, 200 N. Center Street, Goldsboro, NC.

Chuck Allen
Mayor

Melissa Capps, MMC/NCCMC
City Clerk

**MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
MARCH 25, 2019**

The Mayor and Council of the City of Goldsboro, North Carolina, recessed from a Special Meeting on March 22, 2019 to meet on March 25, 2019 at 1:00 p.m. in the Mayor's Conference Room located on the second floor of the City Hall Addition, 200 North Center Street Goldsboro, NC with attendance as follows:

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

Call to Order. The meeting was called to order by Mayor Allen at 1:00 p.m.

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

Council came out of Closed Session.

There being no further business, the meeting adjourned at 1:20 p.m.

Chuck Allen, Mayor

Melissa Capps, MMC
City Clerk

MINUTES OF MEETING OF THE MAYOR AND CITY COUNCIL HELD
APRIL 1, 2019

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 April 1, 2019 with attendance as follows:

Present:

- Mayor Chuck Allen, Presiding
- Mayor Pro Tem Bill Broadaway
- Councilmember Antonio Williams
- Councilmember Mark Stevens
- Councilmember Bevan Foster
- Councilmember David Ham
- Councilmember Gene Aycock
- Ron Lawrence, Attorney
- Randy Guthrie, Interim City Manager
- Melissa Capps, City Clerk
- LaToya Henry, Public Information Officer
- Octavius Murphy, Assistant to the City Manager
- Jennifer Collins, Planning Director
- Scott Williams, IT Director
- Felicia Brown, Interim P&R Director
- Mike Wagner, Deputy Public Works Director – Utilities
- Rick Fletcher, Public Works Director
- Joe Dixon, Fire Chief
- Julie Metz, DGDC Director
- Bernadette Dove, HR Director
- Shycole Simpson-Carter, Community Relations Director
- Catherine Gwynn, Finance Director
- Marty Anderson, City Engineer
- Allen Anderson, Chief Building Inspector
- James Farfour, Deputy Fire Chief
- Ken Conners, News Director-Curtis Media Group East
- Sierra Henry, News Argus Reporter
- Keyon Carter, Citizen
- Lonnie Casey, Citizen
- Bobby Mathis, Citizen
- Della Mathis, Citizen
- Jay Bauer, Citizen
- Yvonnia Moore, Citizen
- Carl Martin, Citizen
- Jay Bauer, Citizen
- Sylvia Barnes, Citizen
- Charlie Gaylor, Citizen
- Yvonnia Moore, Citizen (arrived at 5:45 p.m.)

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

Adoption of the Agenda. Councilmember Foster stated he would like to add bus shelters, playground at Day Circle, and Dillard track to Old Business. Councilmember Williams stated he would like to add status update on H.V. Brown Park.

Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Ham and unanimously carried, Council adopted the agenda with the requested additions.

Closed Session Held. Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council convened into Closed Session to discuss a personnel matter and a litigation matter.

Council came out of Closed Session.

Mayor Pro Tem Broadaway made a motion to approve the appointment of Mr. Timothy Salmon as City Manager upon conditions outlined in the Letter of Understanding. Councilmember Stevens seconded the motion.

Councilmember Williams stated I just want to reiterate that I believe we have a poor candidate for this job and we should have searched a little more. We should have got some candidates that were more experienced.

Mayor Allen stated would you like to share that you did not attend the interviews. Councilmember Williams stated I read the candidate interviews.

Councilmember Foster stated I agree with Councilmember Williams, I too was not at the interviews, because it was a waste of time. And I hate to waste my time on something that was going to turn out this way anyway. I do not agree with the hire as well, I think that we should hire someone with some kind of city experience. Military experience does not always equate out to civilian experience. To never have worked in city government is a problem for me.

Mayor Pro Tem Broadaway stated we used a professional search firm, we had nine candidates, we narrowed it down to four candidates and both of the gentlemen did not attend.

Councilmember Foster stated we just said that we didn't because it was a waste of time but we were at the initial, where we had the nine candidates and at that time we expressed our feelings of, that we need to go back into the search pool and one member of this council stated we are not going to do that. Regardless if we were there or not, this is still a poor choice of those councilmembers who were there.

Councilmember Stevens stated whether or not the two were there or not, and they think it is a poor choice, I believe it is a good choice, I looked at the experience he does have. He started out as a private and worked himself up to Colonel.

Mayor Allen called for a vote. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted in favor of the motion to approve the appointment of Mr. Timothy Salmon as City Manager with the conditions outlined in the Letter of Understanding. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

Disclosure Form Complaint Investigation Results. Attorney Ron Lawrence stated Mayor, I had the opportunity to do my investigation on that, it does that that any investigation conducted under this particular provision shall remain confidential and not be deemed a public record unless agreed upon by the alleged violator and the Council. So unless you Mayor Allen and the Council agree this can be done in open session, then we would need to go back into Closed Session. Mayor Allen stated I am fine if it is in open session.

Attorney Lawrence explained the process. If you look at the general statutes, the code of ethics is at least required to address the following:

- obey all applicable laws about official actions taken as a board member,
- uphold the integrity and independence of the office,
- avoid impropriety in the exercise of official duties,
- faithfully perform duties,
- act openly and publicly.

Attorney Lawrence stated I do feel like our current code is sufficient, it does need to be updated. Attorney Lawrence reviewed what other cities do, some require disclosure forms, and others do not.

Second, the Council received a complaint from Mr. Carl Martin in December of 2018 and a subsequent complaint in March, 2019. In the first complaint, Mr. Martin had stated in December 2018 Mayor Allen had failed to file the disclosure form, keep in mind it is supposed to be filed by the first day of February of each year. His allegation was, it did not occur in 2018, 2017, 2016, and 2015. He did not, but no one else did either. I know this investigation concerns the Mayor, but at the same time, I did not file one, the city manager did not file one. Nobody knew the disclosure form was being required. Once everyone found out, the disclosure form was required they starting filing the disclosure forms.

A form was filed in November and the Mayor filed another form in January. So when I took a look at the updated form, I felt like we would look at his other allegations. In the March 4th letter, he stated in 2018, 2019 Mayor Allen failed to fully disclose all of the real estate and business entities that he, his wife, and immediate family members may have had ownership in in Carteret, Pitt, Wake and Wayne Counties. The code does ask for and disclosure form does ask for business entities that you are an officer or owner of. I went through the Secretary of State and met with Mayor Allen on March 8th, he had listed all corporations. Allen Grading was not listed on the bottom, but it was listed up top. The next issue in that particular complaint number one was ownership of real estate in those counties. This is immaterial, it is not something I investigated, and this is not something this disclosure form requires.

Attorney Lawrence stated #2 stated in 2018 and 2019 Mayor Allen failed to fully disclose that he is an officer of Cambridge Farms, Inc. That is true but untrue, he identified it incorrectly as an LLC and part b of that was he may have been drawing a salary; that is immaterial that's not required by the disclosure form.

Attorney Lawrence stated under #3 Mayor Allen may have had a conflict of interest as Mayor and councilmember when he facilitated and participated in discussions on applying for and spending over \$20 million in federal, state and city funds for revitalizing of the downtown area because he should have known Council approving downtown revitalization projects would increase the value of businesses and real estate values where he, his wife and immediate family own. Attorney Lawrence stated that is not a conflict of interest if you take a look at the Crystal Case also page 118 Municipal Government Handbook cites cases that is not a conflict of interest.

Attorney Lawrence stated #4 states since this involves a request to City Council and involves an action against Mayor Allen it is his belief that there is a conflict of interest if Mayor Allen continues to participate in the city council discussions and voting on this matter. Attorney Lawrence states that brings in the voting statute 160A-75; it would not be a conflict of interest as Mayor Allen voted in favor of the investigation. This is one of those that come under 160A-75 he may be excused, which requires another Councilmember to make a motion he be excused, and it seconded. There is not an absolute requirement that he not vote.

In summary, no the forms were not filed in 2018, 2017, 2016 or 2015; but I think the form filed in 2019 is sufficient. The other issue I would like to add about the form, there was an issue about whether he listed all of his real estate, but if you want to stick to the letter of your form, the letter of the form states list property that "you" own, a business entity is not Mayor Allen or Councilmember Foster, or Councilmember Aycock, if you have a business and the business owns the real estate, so in actuality he reported more property than he was required to. All the others are owned by companies that he has ownership in. My determination is, yes he did not file the forms previously, but the most recent form meets requirements and is not a violation.

Councilmember Foster asked when was the last time the forms were filed. Attorney Lawrence stated he does not know if anyone knows when the last form was filed. Councilmember Foster asked who's responsibility it was to get them to file these forms; as a Council we did not know. Attorney Lawrence stated you are; if you go to court the judge will tell you that you are knowledgeable of the law, you have the duty with any law; once it is enacted you are deemed at that point to be on notice.

Councilmember Williams stated he does not feel like we should change our disclosure forms.

Mayor Allen stated now you have the state ethics act, at the state level I have to fill out the state ethics form for the MPO. I think if you feel that out, it should suffice for this form. Second, the general statute calls for certain criteria, what's the council's take on moving forward. Council asked the attorney to look at and provide feedback on current ethics code.

Playground at Day Circle. Mr. Guthrie stated we did receive confirmation they would like to continue that relationship and we should be bringing an updated contract to Council at a future meeting.

Bus Shelters. Mr. Guthrie stated we are working on those requests for additional bus shelters and staff will provide an update.

Track at Dillard Middle School. Ms. Felicia Brown, Interim Parks and Recreation Director, provided an update on the track at Dillard. We did not receive any bids on the track the first time, we have put back out for rebid. I was told they did not want to give a bid because it was too wide open. We are looking at bidding the amenities separately. Concerns were expressed due to not having as-built drawings and draining issues. Mayor Allen shared the school system owns the track. Councilmember Foster shared he would like to see the track used for track and field events. Mayor Allen asked if Councilmember Foster would be agreeable with Ms. Brown meeting with the school system to see if they would participate in improvements. Councilmember Foster indicated he was agreeable. Mayor Allen shared information regarding agreement with the school to maintain the track.

H.V. Brown Park Update. Ms. Felicia Brown shared progress is being made with the new restroom shelter at HV Brown Park. Duke Progress Energy relocated the transformer closer to the area where the new shelter will go. An area has been cleared (where shelter #2 was located); grading will soon follow. Permits are being submitted to our Planning Department. Should everything stay on schedule, the restroom shelter construction will start the first week in April.

Keys to Healing. Mr. Guthrie shared information with Council regarding a request from Keys to Healing for a promotional campaign for a Guinness World Record for the Hug and Love Key event. The total budget is estimated at \$42,130. Council requested additional time to review the request.

1919 American LaFrance 100 Year Anniversary and Restoration Drive. Chief Joseph Dixon shared the following information:

- The history of the Goldsboro Fire Department (GFD) dates to the late 19th Century, when Goldsboro Fire Company No. 1 was organized in May 1881. Mary Alice, a third-class Silsby steam engine, was the primary piece of firefighting apparatus until the arrival of hose wagons after the installation of a municipal water system around 1885. Shortly after the turn of the century, the GFD apparatus included the steamer, a hook and ladder truck, two hose wagons, and two hand reels. There were also a chemical wagon, hose wagon, and hose reel in reserve. Goldsboro's first motorized fire engine was delivered in 1913 and subsequent motor trucks were soon added in 1919 and 1923.
- To celebrate the 100 year anniversary of the delivery of Goldsboro's oldest piece of mechanized fire apparatus, we are seeking funding to restore this piece of history.....
- Why....
 - It is a piece of firefighting history
 - It represents Wayne County history
 - It represents Goldsboro history
- How much will it cost?

- Multiple experts have looked at it and we believe it to can be done for 60-80K. We are excited about a public/private partnership. The bulk of funds will be raised by GFD fundraising efforts....
- Thinking outside the BOX!!!!
 - Actually we would like to explore placing it in a BOX. It could be displayed on Center Street.
- Sponsorship
 - Corporate
 - Diamond - 5000.00+
 - Platinum - 3500.00
 - Gold - 2500.00
 - Silver - 1000.00
 - Citizen
 - Diamond - 2500.00+
 - Platinum - 1500.00
 - Gold - 1000.00
 - Silver - 500.00
- Diamond
 - Traveling sponsorship board*
 - Inaugural ride/photo op
 - Full page ad in commemorative publication
 - Name on sponsorship display plaque
 - Commemorative coin
- Platinum
 - Sponsorship board
 - 3/4 page ad in commemorative publication
 - Name on sponsorship plaque
 - Commemorative coin
- Gold
 - Sponsorship board
 - 1/2 page ad in commemorative publication
 - Name on sponsorship plaque
 - Commemorative coin
- Silver
 - 1/4 page ad in commemorative book
 - Name on sponsorship plaque
 - Commemorative coin

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

Item H. Contract Award – Repainting of Center/Holly Street Water Storage Tank – Formal Bid No. 2019-001. Councilmember Williams expressed concerns regarding the bid. Mr. Anderson shared information regarding the bid and lead paint being discovered.

Item L. Award to Cunningham Recreation to Install Splash Pad at Bryan Multi-Sports Complex. Councilmember Foster stated he would like to use the money somewhere else and the city will have to pay for upkeep. Councilmember Williams agreed.

Item O. Z-5-19 Allsbrook Gardens – East side of Cuyler Best Road between Chafin Road and Oxford Boulevard (R-16 Residential to R-6 CD Residential – Conditional District). Ms. Jennifer Collins shared staff received a request from the applicant to withdraw the rezoning request.

Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council amended the motion to accept the applicant’s withdrawal request.

Item R. Unified Development Ordinance Amendments. Councilmember Williams asked if Ms. Collins had a chance to talk with those who shared concerns at the public hearing. Ms. Collins stated I have had a few calls and people have come by. Councilmember Williams stated he would like to see us help them sell their property or solutions to help them out.

Councilmember Williams made a motion to put Item R. Unified Development Ordinance Amendments under Old Business. Councilmember Foster seconded the motion. Councilmember Stevens asked if the county could waive the taxes on those properties and Mayor Allen stated the short answer would be not without special legislation. Mayor Allen called for a vote. Councilmembers Williams, Stevens and Foster voted in favor of the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Ham and Aycock voted against the motion. Mayor Allen stated the motion failed 3:4.

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

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on April 1, 2019 with attendance as follows:

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

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

Reverend Penny Ziemer with First Christian Church provided the invocation. The Pledge to the Flag followed.

Approval of Minutes. Councilmember Aycock made a motion to approve the Minutes of the City Council Retreat of February 14-15, 2019 as submitted. The motion was seconded by Mayor Pro Tem Broadaway. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted in favor of the motion. Councilmember Foster voted against the motion. Councilmember Williams failed to vote, as such, his lack of a vote would count in favor of the motion. Mayor Allen stated the motions passed 6:1.

Councilmember Williams stepped out at 7:03 p.m.

Human Relations Awards Presentations. Mayor Allen and Ms. Simpson-Carter presented the following awards:

- The City of Goldsboro along with the Martin Luther King Jr. Committee and the Commission on Community Relations and Development is honored to present the 2019 Human Relations Individual Award to Dr. David Tayloe for demonstrating a commitment and dedication to community service that promotes and solidifies Goldsboro and Wayne County's philosophy of inclusion, equal opportunity and advancing positive human relations in our diverse communities.
- The City of Goldsboro along with the Martin Luther King Jr. Committee and the Commission on Community Relations and Development is honored to present the 2019 Human Relations Civic Organization Award to Men of FIC for demonstrating a commitment and dedication to community service that promotes and solidifies Goldsboro and Wayne County's philosophy of inclusion, equal opportunity and advancing positive human relations in our diverse communities.

Mayor Allen thanked Dr. Tayloe and the Men of FIC for their work in the community.

Councilmember Williams returned at 7:11 p.m.

National Service Recognition Day Proclamation. Mayor Allen proclaimed April 2, 2019 as “NATIONAL SERVICE RECOGNITION DAY” in Goldsboro, North Carolina and encouraged residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Mayor Allen presented a copy of the Proclamation to Wages Foster Grandparents and Senior Companion Program volunteers and Wages staff.

Boys and Girls Club Proclamation. Mayor Allen proclaimed April 8-12, 2019 as “Boys & Girls Club Week” in Goldsboro, North Carolina and encouraged all citizens to join in recognizing and commending our Boys & Girls Club in Goldsboro, North Carolina for providing the young people of our communities with comprehensive and effective youth development services.

Mayor Allen presented a copy of the Proclamation to the Boys & Girls Club.

Week of the Young Child Proclamation. Mayor Allen proclaimed April 8-12, 2019 as “WEEK OF THE YOUNG CHILD” and commended its observance to all citizens of the City of Goldsboro.

Mayor Allen presented a copy of the Proclamation to the Partnership for Children.

Comprehensive Annual Financial Audit Presentation. Ms. Kaye Scott introduced Mr. Dean Horne of Carr, Riggs and Ingram. Mr. Horne stated you strive to get an unmodified opinion and I am happy to share the City of Goldsboro received an unmodified opinion. Mr. Horne provided a brief overview of the audit. Mr. Horne stated if Council has any questions to feel free to contact him.

2019 Work Plan Presentation. Ms. Julie Metz shared information regarding the Main Street Community accreditation information and standards met. She also introduced Mr. Andrew Jernigan, DGDC Board of Director’s President. Mr. Jernigan provided an overview of the 2019 Work Plan.

Councilmember Ham stated this is just another example of a volunteer organization who wants to make a difference. I commend them for it.

Mayor Allen stated I would like to thank the DGDC and staff for their passion. Thank you everyone for being involved.

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

1. Lonnie Casey Jr. shared concerns regarding dirt being removed from Westbrook Road for sewer lines. He also asked who paid for storm drain and curb from John Street to the Fire Station. Mr. Casey also shared concerns regarding dumping in floodway.

Mr. Guthrie stated staff will look into the concerns.

2. Will Leathem shared concerns regarding the rezoning request by Allsbrook Garden.

Mayor Allen shared Ms. Collins received a request from the applicant to withdraw that request.

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

Consent Agenda - Approved as Recommended. Interim City Manager, Randy Guthrie, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Guthrie reminded Council Item O. Z-5-19 Allsbrook Garden was amended to approve the applicant’s withdrawal request. Councilmember Ham moved the items on the Consent Agenda, Items H, I, J, K, L, M, N, O, P, Q and R be approved as recommended by the Interim City Manager and staff. The motion was seconded by Mayor Pro Tem Broadaway and a roll call vote resulted Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voting in the affirmative. Councilmembers Williams and Foster voted against the motion. Mayor Allen declared the Consent Agenda approved as recommended with 5:2 vote. The items on the Consent Agenda were as follows:

Contract Award – Repainting of Center/Holly Street Water Storage Tank - Formal Bid No. 2019-001. Ordinance Adopted. Resolution Adopted. On Tuesday, March 19, 2019, four (4) sealed bids were received for the Repainting of Center/Holly Street Water Storage Tank.

The proposed work consists of repainting the exterior and interior of a 1,000,000 gallon elevated water storage tank and tank structure along with the final structural repair.

Utility Service Company, Inc. of Perry, Georgia submitted the low bid for this project for a total cost of \$1,040,200. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Utility Service Co., Inc. Perry, GA	\$1,040,200
Olympic Enterprises, Inc. Hubert, NC	\$1,076,500
D & M Painting Corp. Washington, PA	\$1,331,800
Titan Industrial Services, Inc. Baltimore, MD	\$2,169,638

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 a \$513,500 allocation is included for this project in Fiscal Year 2018-19 budget. A budget ordinance is required for the additional \$526,700 required for the Repainting of Center/Holly Street Water Storage Tank.

Staff recommended the City Council:

- (1) Adopt the following entitled budget ordinance decreasing the fund balance of the utility fund by \$526,700;
- (2) Adopt the following entitled resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$1,040,200 with Utility Service Company, Inc. for the Repainting of Center/Holly Street Water Storage Tank. Consent Agenda Approval. Ham/Broadaway (5 Ayes/ 2 Nays)

ORDINANCE NO. 2019-14 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2018-2019 FISCAL YEAR”

RESOLUTION NO. 2019-19 “RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR REPAINTING OF CENTER/HOLLY STREET WATER TANK FORMAL BID NO. 2019-001”

2018 Wastewater Collection System Rehabilitation Formal Bid No. 2018-007 – Change Order No. 1. Ordinance Adopted. Resolution Adopted. The 2018 wastewater rehabilitation project provides for removal and replacement of approximately 1,635 linear feet of existing sanitary sewer mains for segments of Jefferson Street, Beech Street, and Audubon Avenue.

Staff requested the contractor, Herring-Rivenbark, Inc., provide costs for additional rehabilitation of street segments to facilitate improvements in this area. An estimated cost of \$844,753 was submitted by Herring-Rivenbark.

The addition of street segments for Jefferson Street, Beech Street, and Audubon Avenue will require the contract completion time to be extended by 150 days. The amended contract completion date for the remaining street segments is November 1, 2019.

Staff recommends issuing a change order to the current contract with Herring-Rivenbark for the wastewater collection system rehabilitation project. We have reviewed this change order with the Finance Director and determined that funds are available from FEMA for these repairs caused by Hurricane Florence. A budget ordinance is necessary for the additional rehabilitation.

It is recommended the City Council, by motion:

1. Adopt the following entitled budget ordinance appropriating funds for Change Order No. 1 for the 2018 Wastewater Collection System Rehabilitation Project.
2. Adopt the following entitled resolution authorizing the City Manager to execute a change order for \$844,753 with Herring-Rivenbark, Inc. for rehabilitation of additional street segments. Consent Agenda Approval. Ham/Broadway (5 Ayes/ 2 Nays)

ORDINANCE NO. 2019-15 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR”

RESOLUTION NO. 2019-20 “RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH HERRING-RIVENBARK, INC. FOR 2018 WASTEWATER COLLECTION SYSTEM REHAB PROJECT FORMAL BID #2018-007”

NC Historic Preservation Tax Credit Program Support. Resolution Adopted. North Carolina has been one of 33 states (of 43 with a state income tax) that offers the “open to all” incentive of a state piggyback historic tax credit in addition to the federal credit. North Carolina pioneered this program in 1980 and later reaffirmed and strengthened it in 1998. The NC Historic Preservation Tax Credit (HPTC) program is an invaluable tool to spur private sector reinvestment in projects and areas where reinvestment is unlikely to occur otherwise.

Since 1976, when the Federal program was instituted, the credits have encouraged \$2.398 billion of private investment in North Carolina’s historic buildings.

The City of Goldsboro has experienced success with meeting these historic rehabilitation challenges due to the availability of the NC HPTC programs. In fact, nearly \$5.5M of historic investments utilizing this program have been realized in Goldsboro. Of that total, four projects equaling approximately \$3.3M occurred since 2015 when the State reinstated their program after allowing it to sunset in 2014.

The current NC HPTC program is scheduled to sunset, again, at the close of this calendar year, December 31, 2019. This would cause the project we have been working towards

completing with Rehab Development to fail as the investor needs these credits to make the project work financially. This would be a \$12M investment loss and would result in us having to find another solution for the six historic buildings, equaling nearly 70,000 square feet of current unproductive; a solution unknown and possibly non-existent if the program is rendered inactive. This does not take into account many other buildings that need reinvestment to be put back into use for Goldsboro's downtown.

Representative Steve Ross from Burlington NC sponsored House Bill 399 that would reset the sunset for 10 years to extend the end date for the state's historic tax credits from next year to 2030. It would also increase the amount that developers can apply toward the credit to \$25M and add a 5% credit for projects that occur in a federally declared natural disaster area, such as Goldsboro. Due to our economic Tier and this new proposed credit for natural disaster recovery, Goldsboro would be able to boast a 25% credit for eligible projects; a 5% increase from what we currently have.

While it is recommended that the City support HB 399 as a win for cities and towns across the State and a bonus for towns such as Goldsboro, at a minimum, the City of Goldsboro should support the continuation of the State Historic Preservation Tax Credit Program due to its impact in Goldsboro to spur private investment in our rich historic architectural heritage.

Staff recommended Council authorize the Mayor to sign the following entitled resolution demonstrating the City of Goldsboro's support for the North Carolina Historic Preservation Tax Credit Program and to share the executed resolution with our partners and state elected officials. Consent Agenda Approval. Ham/Broadway (5 Ayes/ 2 Nays)

RESOLUTION NO. 2019-21 "RESOLUTION SUPPORTING NORTH CAROLINA'S HISTORIC PRESERVATION TAX CREDIT PROGRAMS"

FY 2016 TIGER Discretionary Grant Agreement, Grant No. 12155296.

Approved. The City of Goldsboro applied for funding through the Transportation Investment Generating Economic Recovery Grant Program in the 2016 cycle. The City received notification in July, 2016 of a \$5,000,000 award to support the following projects: 1) Center Street Streetscape Project; 2 blocks of Center Street from Spruce Street to Elm Street, 2) The Hub, formerly known as Cornerstone Commons; demolition of the existing space and construction of an expanded space with amenities, 3) GWTA Transit Center Concourse Project; construction of a concourse at the transit center, 4) Wayfinding Signage Project; fabrication and installation of wayfinding signs within the Goldsboro MPO area.

Once notified of the successful award, the United States Department of Transportation assigned our project to the Region IV Federal Transit Administration to administer the grant on their behalf. City staff has been working with FTA and the Office of the Secretary of Transportation to meet and prepare all the necessary documents to permit us to move forward with the receipt of the funds and begin construction. The final necessary document is the attached Grant Agreement between the City of Goldsboro and the United States Department of Transportation (DOT).

The agreement states expectations in terms of responsibilities, timelines, benchmarks, reporting requirements, scope of work, source and use of funds, and cause for termination/expiration and modifications. Highlights of the Agreement include the following:

- 1) The City of Goldsboro (Grantee) is being granted \$5,000,000 by USDOT to complete the above mentioned projects.
- 2) The City of Goldsboro has committed 26% of the proposed project costs equaling to \$1,755,751.
- 3) If there are any cost savings, or if the contract award is under the engineer's estimate, the City of Goldsboro funding amount and percentage share may be reduced, provided the City's share of the costs may not be reduced below 20%.

- 4) Quarterly Progress Reports are due beginning August 17, 2019 and will continue through and beyond the completion of the project ending December 2024.
- 5) USDOT reserves the right to terminate the Agreement if the following benchmarks are not met:
 - a) The Grantee fails to begin construction before June 1, 2019;
 - b) The Grantee fails to begin expenditure of Grant funds by May 2019;
- 6) Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2024.

The following City staff is identified in the Agreement with certain roles: Randy Guthrie, Primary Contact; Julie Metz, Secondary Contact, Catherine Gwynn, TrAMS Contact. TrAMS is the federal program mechanism for the grant funds. Once a City Manager is named, this person will be authorized to access and utilize TrAMS as well. These City staff persons and the City Attorney have reviewed the Agreement thoroughly and in its entirety.

Staff recommended Council authorize the Mayor to sign this grant agreement, on behalf of the City of Goldsboro, between the City of Goldsboro (Grantee) and the United States Department of Transportation permitting the City to execute the TIGER VIII Grant. Consent Agenda Approval. Ham/Broadaway (5 Ayes/ 2 Nays)

Award to Cunningham Recreation to install Splash Pad at Bryan Multi-Sports Complex. Ordinance Adopted. Resolution Adopted. City of Goldsboro Parks and Recreation has a lease agreement with the United States Air Force that allows it to plan and program activities on scores of acres of federal land. To date, Parks and Recreation has constructed a field-house, eight (8) rectangular fields (2 of which are synthetic turf) and provided ADA accessibility throughout. Other amenities shown on the site plan include picnic shelters, playground and splash pad.

Staff requested quotes for cost and installation of a splash pad.

After reviewing the costs, staff selected Cunningham Recreation to provide and install a splash pad at the Bryan Multi-Sports Complex.

Staff recommended Council adopt the following entitled budget ordinance and resolution authorizing the Mayor and City Clerk to accept the lump sum bid and execute a contract in the amount of \$121,065 with Cunningham Recreation to install a splash pad at Bryan Multi-Sports Complex. Consent Agenda Approval. Ham/Broadaway (5 Ayes/ 2 Nays)

ORDINANCE NO. 2019-16 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR”

RESOLUTION NO. 2019-22 “A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE CONTRACT WITH CUNNINGHAM RECREATION FOR CONSTRUCTION OF SPLASH PAD AT BRYAN MULTI-SPORTS COMPLEX”

Z-3-19 Woodmac, LLC – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road. Ordinance Adopted. The applicant requests the rezoning from R-16 (Residential) to General Business Conditional District (GBCD). On February 4, 2019, City Council approved a request by the applicant to rezone property directly southwest and adjacent to the subject property to General Business Conditional District (GBCD). However, at the time of rezoning, subject property was not for sale. Now, the owner of subject property has agreed to sell the property to the applicant for future development purposes.

In conjunction with this request, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the new owner/developer will be required to have the site plan approved by City Council before future development of the property.

Frontage: 100 ft. (N. Berkeley Blvd.)
Area: 17,249 sq. ft., or 0.39 acres

Zoning: R-16 (Residential)

Surrounding Zoning: North: R-16 (Residential); O&I-1 (Office and Institutional);
South: General Business Conditional District (GBCD); R-16 (Residential);
East: Residential-16 (Residential); and
West: General Business Conditional District (GBCD); R-16 (Residential)

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

As previously stated, the applicant is requesting a zoning change from R-16 (Residential) to General Business Conditional District (GBCD).

Currently, there are no plans for development of the property. The applicant believes the marketability of the property would be enhanced if it is rezoned to General Business Conditional District (GBCD). As previously noted, separate site plan review and approval by City Council is required before development of the property.

The City's Comprehensive Land Use Plan recommends Medium Density residential development for the property.

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

At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the zoning change with requirement to have site plan approved by City Council before future development of the property.

Staff recommended Council accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from R-16 (Residential) to General Business Conditional District (GBCD) with site plan approval required prior to development. Although not entirely compliant with the City's Land Use Plan, the Conditional District zoning would afford protection to adjoining properties and would extend commercial zoning along Berkeley Boulevard which is proposed to be upgraded to a four lane divided corridor. Consent Agenda Approval. Ham/Broadway (5 Ayes/ 2 Nays)

ORDINANCE NO. 2019-17 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

Z-4-19 MC Morgan & Associates – South side of Central Heights Road between N. Oak Forest Drive and Thoroughfare Road (R-12 Residential and R-16 Residential to R-12 CD Residential - Conditional District). Ordinance Adopted.
The applicant requests a change of zone from R-12 Residential and R-16 Residential to R-12 Residential Conditional District limiting the use to an 84-unit apartment community.

Frontage: 182 ft. (Central Heights Road)
Depth: 1,239 ft. (approximately)
Area: 12.0 Acres

Surrounding Zoning: North: R-16 Residential RM-NC
South: R-16 Residential
East: R-9 Residential
West: R-16 Residential and R-12 Residential RM-NC

The property is currently vacant.

The applicant proposes to construct an 84-unit apartment community.

The City's Land Use Plan recommends that the property be developed for Medium Density Residential (MDR). This request would not be compatible with the City's Comprehensive Land Use Plan.

The submitted preliminary site plan indicates four newly-constructed three-story apartment buildings containing a total of 84 units. In addition, a community building is also being proposed on site.

Parking for the site requires two spaces per unit plus .5 per bedroom over two. Thirty of the 84 total units will be 3-bedroom units, 41 units will be 2-bedroom units and the remaining 13 units will be 1-bedroom units. A total of 183 parking spaces are required and 183 spaces have been shown on the preliminary site plan.

Access to the site will be directly from Central Heights Road. Interconnectivity has not been shown, as property adjacent to the proposed apartment community is single-family residences. The applicant is requesting a modification of the interconnectivity requirement.

City sidewalks are required along frontage of the proposed development. Frontage along Central Heights Road is approximately 182 linear feet. The applicant will need to install sidewalks or pay the sidewalk fee in the amount of \$3,276 in lieu of installation of the sidewalks.

City water and sewer are available to serve the subject property. Portions of the property are located within a special flood hazard area. City Engineering will require approval of stormwater calculations and drainage plans prior to issuance of any building permits.

Street trees have been provided along Central Heights Road. A Type B 15' landscape buffer is required along all property lines and vehicular surface area landscape requirements must be met. Staff is working with the applicant to ensure landscape requirements are met per the requirements of the City's Unified Development Ordinance.

Dumpsters have been shown on the site plan and staff will work with the applicant to ensure the dumpsters are appropriately screened from off-site views and not located within the required 15' landscape buffer.

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

At the public hearing held on March 18, 2019, one person spoke in opposition citing traffic and flooding issues. No one appeared to speak in favor of the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the zoning change with requirement to have site plan approved by City Council before future development of the property.

Staff recommended Council accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from Residential 12 (R-12) and Residential 16 (R-16) to Residential 12 Conditional District (R-12 CD) with site plan approval. Although not entirely compliant with the City's Land Use Plan, the Residential 12 Conditional District would be appropriate and reasonable in conjunction with adjacent existing R-12 zoning districts, which permits multi-family developments. Consent Agenda Approval. Ham/Broadaway (5 Ayes/ 2 Nays)

ORDINANCE NO. 2019-18 “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES”

Z-5-19 Allsbrook Gardens – East side of Cuyler Best Road between Chafin Road and Oxford Boulevard (R-16 Residential to R-6 CD Residential - Conditional District). Applicant’s Request to Withdraw Approved. The applicant requests a change of zone from R-16 Residential to R-6 Residential Conditional District to limit the use of the property to 80 apartment units with related amenities.

The applicant has requested a waiver of the site plan requirement at time of rezoning. If the rezoning is approved, full development plans would have to be approved prior to issuance of any building permits.

Frontage: 860 ft. (Cuyler Best Road)
200 ft. (North Park Drive)
Depth: 399 ft. (approximately)
Area: 5.5 Acres

Surrounding Zoning: North: R-9 Residential
South: Highway Business
East: R-12 Residential
West: O-R Office Residential

The property is currently vacant.

As indicated previously, the requested R-6 Conditional District is requested to limit the use of the property to 80 apartment units and related amenities. Development plan approval would be required separately.

The City’s Land Use Plan recommends that the property be developed for Medium Density Residential (MDR). This request would not be compatible with the City’s Comprehensive Land Use Plan.

City water is available to serve the subject property at this time however; a site plan is required to determine if an existing sanitary sewer outfall line that extends near this property can serve the property. A portion of the property is located within a special flood hazard area.

At the public hearing held on March 18, 2019, seven people spoke in opposition of the request citing problems with traffic on Cuyler Best Road, flooding issues and consistency with the City’s Comprehensive Land Use Plan. No one appeared to speak in favor of the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended denying the applicant’s request without prejudice citing detailed site plans were necessary at time of rezoning request to ensure proposed development could meet city regulations and design standards as it relates to site development and stormwater.

Ms. Jennifer Collins, Planning Director shared during the work session, the applicant submitted a request to withdraw this rezoning request. Council amended the motion in the work session to accept the applicant’s request to withdraw his request. Consent Agenda Approval. Ham/Broadaway (5 Ayes/ 2 Nays)

CU-3-19 Michael Garrett – Subject property located on the North side of E. Ash Street between Durant Street and Ridgewood Drive (Place of Entertainment w/out ABC). Approved. Applicant requests a Conditional Use Permit to allow the operation of an indoor competitive axe and hatchet-throwing facility within the Ash Street Shopping Center located at 2305 E. Ash Street.

The property is zoned SC (Shopping Center). Places of entertainment without ABC permits are a permitted only after the issuance of a Conditional Use Permit approved by City Council.

Frontage (Tenant Space): 98 ft.
Depth: 38 ft.
Area: 3724 sq. ft.

As previously stated, the applicant intends to operate an indoor competitive axe and hatchet-throwing facility within an existing commercial strip center.

The submitted site plan indicates six (6) hatchet throwing lanes, a lounge and seating area, office space, a storage area and restrooms including one handicap accessible bathroom.

Days/hours of Operation: Monday-Sunday: TBD
Employees: 1-2

The site is served by three existing over-sized driveway cuts off E. Ash Street and Ridgewood Drive. Sufficient parking exist to serve customers of the Shopping Center. At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Conditional Use Permit and submitted site plan.

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

1. Adopt an Order approving the Conditional Use Permit to allow a place of entertainment without ABC permits; and
2. Approve the submitted site plan. Consent Agenda Approval.
Ham/Broadaway (5 Ayes/ 2 Nays)

CU-4-19 Scott and Christopher Wood – Subject property located on the North side of E. Ash Street between N. James Street and N. Center Street. Approved. Applicants are requesting a Conditional Use Permit to allow the operation of an auto oriented use limited to a motorcycle service, repair and performance shop.

The property is zoned CBD (Central Business District). Auto-oriented uses are a permitted use within this district only after the issuance of a Conditional Use Permit approved by City Council.

Frontage (Tenant Space): 132.70 ft.
Depth: 161.14 ft.
Area: 21,398 sq. ft. or 0.49 acres

As previously stated, the applicants intend to operate a motorcycle service, repair and performance shop.

According to the City's Unified Development Ordinance, auto-oriented uses are permitted in the Central Business District if located outside the area bounded by the south side of Ash Street, the east side of George Street, the north side of Chestnut Street and the west side of William Street. The subject property is located outside of this area.

The submitted site plan indicates a retail sales area and showroom, an office space, a parts supply and workshop space, storage areas for bikes awaiting service and repair and restrooms.

Days/hours of Operation: Monday-Saturday: 9am-6pm

Employees: 3-4

The site is served by two existing driveway cuts off W. Ash Street. Sufficient parking is available for patrons of the business.

The buildings and lot existed prior to the adoption of City's Unified Development Code. Due to existing site conditions, the applicants are asking for a modification of the City's building setback and landscape requirements.

Since the property is located in the Historic District, any exterior improvements proposed for the facility will require a Certificate of Appropriateness before building permits can be issued.

At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Conditional Use Permit and submitted site plan with requested modifications.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of an auto oriented use limited to a motorcycle service, repair and performance shop; and
2. Approve the submitted site plan with building setback and landscape requirement modifications. Consent Agenda Approval. Ham/Broadway (5 Ayes/ 2 Nays)

Unified Development Ordinance Amendments. Ordinance Adopted. The City Council adopted the Unified Development Ordinance on April 4, 2005, which replaced existing land development regulations for the City of Goldsboro and its extraterritorial jurisdiction.

Since that time, the UDO has been amended, over the years, to address a number of minor text corrections and major changes as directed by the Council.

Currently, a number of proposed changes for consideration are "Minor Text Amendments" to Sections within the UDO under Article 5.0 Zoning as follows:

- **Section 5.2** General Setback, Height and Area Standards;
- **Section 5.3** General Use District Dimensional Tables/Standards;
- **Section 5.4** Table of Permitted Uses;
- **Section 5.9** Noise Overlay District;
- **Section 5.10** Accident Potential Zone; and
- **Section 9.0** Definitions.

Proposed changes are to reflect the recommendations from the 2011 Seymour Johnson AFB Air Installation Compatible Use Zone (AICUZ) report.

A Notice of Public Hearing listing all the Sections of the UDO under consideration for amendment was advertised for two consecutive weeks in the newspaper and posted on the City's website for review.

Minor changes, which are included for possible amendment include:

1. Amending Section 5.2 General Setback, Height and Area Standards by rewriting Subsection 5.2.7 Special Seymour Johnson Air Force Base and Goldsboro-Wayne Municipal Airport Height Regulations and Limitations;

2. Amending Section 5.3 General Use District Dimensional Tables/Standards by rewriting Subsection 5.3.5.1 Additional Standards;
3. Amending Section 5.4 Table of Permitted Uses by adding to Subsection 5.4.2 Criteria for Approving Unlisted Uses;
4. Amending Section 5.4 Table of Permitted Uses by adding a new Subsection 5.4.3 Permitted Uses within the Noise Overlay District or Accident Potential Zone;
5. Amending Section 5.9 Noise Overlay District by rewriting Subsections 5.9.1 Purpose and 5.9.2 Establishment;
6. Amending Section 5.9 Noise Overlay District by renaming Subsection 5.9.4 from “Permitted Uses” to “Land Use Compatibility and Noise Exposure and add table;
7. Amending Section 5.9 Noise Overlay District by adding new Subsections 5.9.4.1 Key to Land Use Compatibility Noise Exposure Table and 5.9.4.1.2 Notes to Land Use Compatibility Noise Exposure Table;
8. Amending Section 5.9 Noise Overlay District by rewriting Subsection 5.9.13 Replacement, Expansion and Reconstruction of Nonconforming Structures and Land Uses in the Noise Overlay District;
9. Amending Section 5.10 Accident Potential Zone by deleting in its entirety and rewriting and adding Land use Compatibility and Accident Potential Table to include Subsections 5.10.4.1 Key to Land Use Compatibility Accident Potential Table and 5.10.4.2 Notes to Land Use Compatibility Accident Potential Table; and
10. Amending Section 9.0 Definitions by rewriting Subsection 9.2 Definitions as it relates to the Definition for Agricultural Use.

Staff has reviewed the proposed changes with Seymour Johnson AFB Deputy Base Engineer and SJAFB recommends approval of proposed amendments.

At the public hearing held on March 18, 2019, nine people spoke in regards to the proposed amendments and cited concerns with decrease in property values due to Noise Overlay District and restrictions on land use due to SJAFB requirements. One person spoke in favor of the proposed amendments.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Unified Development Ordinance (UDO) Text Amendment.

Staff recommended accept the recommendation of the Planning Commission and adopt the following entitled ordinance amending the Unified Development Ordinance (UDO) to reflect the recommendations from the 2011 Seymour Johnson AFB Air Installation Compatible Use Zone (AICUZ) report. Consent Agenda Approval. Ham/Broadway (5 Ayes/ 2 Nays)

End of Consent Agenda.

City Manager’s Report. No report.

Mayor and Councilmembers’ Reports and Recommendations.

Councilmember Aycock stated no comment.

Councilmember Ham stated no comment.

Councilmember Foster stated no comment.

Councilmember Williams stated I have a lot of constituents who have asked why I am leaving when the Community Affairs Director presents information. I had a citizen contact me asking me why have you walked out when Ms. Shycole Simpson-Carter has presented. I cannot sit before someone who has continuously told lies about me and she has threatened me and everyone knows it but continues to ignore it. She has gone to the paper repeatedly. She has threatened to sue me based on a false hostile work environment. Members of our city council and city manager are fully aware of what has been going on yet they continue to help her by putting her in front of me to agitate and aggravate me. Think about it, if she says something I am not in agreement with and I challenge her actions, she is going to run and claim hostile work environment. I am not going to give her the opportunity to do that to me or my community. So that's why I talked to my community about this and they are in support of me taking this action until my complaint is properly addressed. To avoid miscommunication with her, any questions or concerns that involve her department as it relates to my community. I have forwarded to our city manager, unfortunately things have been ignored repeatedly. Whenever I asked for a community liaison in hopes of a compromise, he has told me repeatedly he was working on it. He has been working on that since October. Unfortunately, what is being done is exactly what has been done to this community for years, selling us dreams along with certain members of our Council, so I want to communicate with you all because it appears we have lack of communication. So I want you all to hear from me the truth as to what has happened when something like this does not get addressed. I talked to the city manager repeatedly. I asked him if head a question or concern if he could find out and personally communicate back to me. He refuses to do that. They have ignored it. So I have no choice but to stand up for myself, to protect myself, my community and my family; and until legal can get involved and handle this this is unfortunately what has to be done. Though if you have any questions or concerns please do not hesitate to address them to our city manager, our city attorney or our HR Director. Ask them why when I submitted my complaint back in October with more than enough documentation, why they have ignored it. Ask them why others have submitted complaints about her and haven't been answered, why have they also been ignored and if you happen to get an answer before me please share with me because they have not answered me. Now if you all want to discuss it, another distraction, look, think for a second, they have been distracting you for years with me. The same time they were talking about my \$250 tax bill, a member of our council owed \$850,000 yet nothing was really said. When they were questioning me about a trip, we learned Councilmember Ham had spent more money traveling than any of us. They are distracting you with me. It has been a game of smoke and mirrors. If any of you want to know the truth make an appointment with me and I will show you documents that they continue to ignore. It is sad how many citizens have come before us, voiced legitimate concerns and complaints and they have also been ignored. Some people say I get special treatment, ha, that's a joke. I'm treated no better than the citizens that come before us. Councilmember Williams stated they say I am a bad guy, there are other members of council who have done 10 times as worse. So when I remove myself from Ms. Simpson-Carter, it is not to remove my community's voice from the table, but it is because I cannot trust my city manager to do the right thing. I cannot trust our city attorney to do the right thing. I cannot trust our HR Director to do the right thing and I cannot trust some of my fellow councilmembers who are willing to go to court and side with a liar. So the only thing I have is my first amendment rights, I stand on that. If you had someone that took you to court and they said you were a violent person, what would you do? My complaints have not been taken seriously, this has hurt me, my family and my business. The community needs to know the truth. I have not done these things and that is why I am boycotting Ms. Simpson-Carter.

Councilmember Stevens stated tonight we have seen great organizations come together, and show the true spirit of Wayne County and City of Goldsboro and help the city grow. I get very disappointed with things I see in the media. It is true that some people say ignorance is bliss, you do not have to know about the hatred or evil in the world but that does not protect you from it. It seems to be in our community, whether it is our leaders, education system or educational leaders, they want to see us back to a time where progression was fast for a select few. The world is now mainstream, everyone has a voice. I think that if harassment is going on and I know it is going on, if it is found to

be that, then whoever these parties are should be punished accordingly. Councilmember Stevens stated we need to address battered women and drugs within this community. Councilmember Stevens stated please excuse me, I cannot sit here and be a part of something that is wrong.

Councilmember Stevens left the room at 8:04 p.m.

Mayor Pro Tem Broadaway stated no comment.

Mayor Allen read the following Proclamation:

Goldsboro Toastmasters Anniversary Month Proclamation. Mayor Allen proclaimed the month of April as “GOLDSBORO TOASTMASTERS ANNIVERSARY MONTH” in the City of Goldsboro and commended this observance to our citizens.

Mayor Allen thanked everyone again for coming out tonight and for their service to the community. Last night I was at the Maxwell Center, there was over 800 kids there and several youth pastors. I could not believe the energy and enthusiasm there. What a great group of inspiring kids. The majority of Council agreed to make an offer for a new city manager. Once it is signed, we will be doing a press release. We look forward to getting him here around the first of May.

There being no further business, the meeting adjourned at 8:06 p.m.

Chuck Allen
Mayor

Melissa Capps, MMC /NCCMC
City Clerk

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

CU-6-19 – (Penske) Subject property is located on the north side of West Grantham Street, between Hargrove and Nevels Street.

Applicant is requesting a Conditional Use Permit in conjunction with site plan approval to allow the operation of a truck rental, leasing and sales center with outside storage.

BACKGROUND: The property is zoned I-2 (General Industry). Truck rental, leasing and sales with outside storage is a permitted use in the I-2 (General Industry) zoning district only after the issuance of a Conditional Use Permit approved by City Council.

Frontage : 300 ft.

Depth: 400 ft.

Area: 119,790 sq. ft. or 2.75 acres

DISCUSSION: As previously stated, the applicant intends to operate a truck rental, leasing and sales center with outside storage.

The submitted site plan indicates an existing metal building of mixed-use construction with a gross floor area of 10,000 sq. ft. The proposed floor plan consists of a rental and sales area, office spaces, a breakroom, a parts supply and workshop space, warehouse storage areas and restrooms.

Days/hours of Operation: Monday-Sunday: 6am-12pm

Employees: 6-10

Access and Parking: The site is served by one existing 50 ft. wide driveway cut off W. Grantham Street.

Truck rental, leasing and sales requires one space per employee, plus 5 customer spaces, and one space per vehicle stored on site.

A total of 32 parking spaces have been provided including a handicap van accessible parking space. 19 spaces are shown at the front of the facility for patrons of the business. The remaining 13 spaces will be

located within a proposed storage area south of the existing metal building and used for the display of rental trucks and trucks for sale.

Landscaping: The applicant proposes the installation of 5 Autumn Fantasy Maples to serve as required street trees along W. Grantham Street. In addition, 34 Dwarf Yaupon Hollies are proposed as the required vehicular surface buffer.

A Type A, 5 ft. wide buffer is proposed along the northern property line from W. Grantham Street approximately 115 ft. to an existing 6 ft. in height chain-link and barbed wire fence which surrounds the existing building and proposed outside storage area.

The applicant is requesting a modification of the City's landscape buffer requirement along portions of the western and northern property lines and a modification of the street tree requirement along a portion of Hargrove and Collier Streets due to existing site conditions and existing vegetation. If modifications are approved, the applicant proposes to install vinyl slats within the existing fencing to screen the proposed storage area from off-site views.

Outside Storage: Outside storage requires the screening of the entire storage area. According to the Unified Development Code, screening shall consist of an 8 ft. in height solid fence. The height of the fence may be reduced to six (6) ft. if the City Council determines that the items proposed to be stored will not exceed five (5) ft. in height.

Since the applicant's trucks are a minimum of twelve (12) ft. in height, the applicant is requesting a modification of the City's fencing requirement to the existing fence height of six (6) ft.

Engineering: The property is located within a Special Flood Hazard Area known as the 100-year floodplain. The applicant does not propose any new development for the use of the property.

Modifications: The applicant is requesting the following modifications:

1. Modification of the City's landscape buffer requirement along portions of the western and northern property lines.
2. Modification of the street tree requirement along a portion of Hargrove and Collier Streets.
3. Modification of the eight (8) ft. in height fencing requirement for outside storage areas to six (6) ft.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

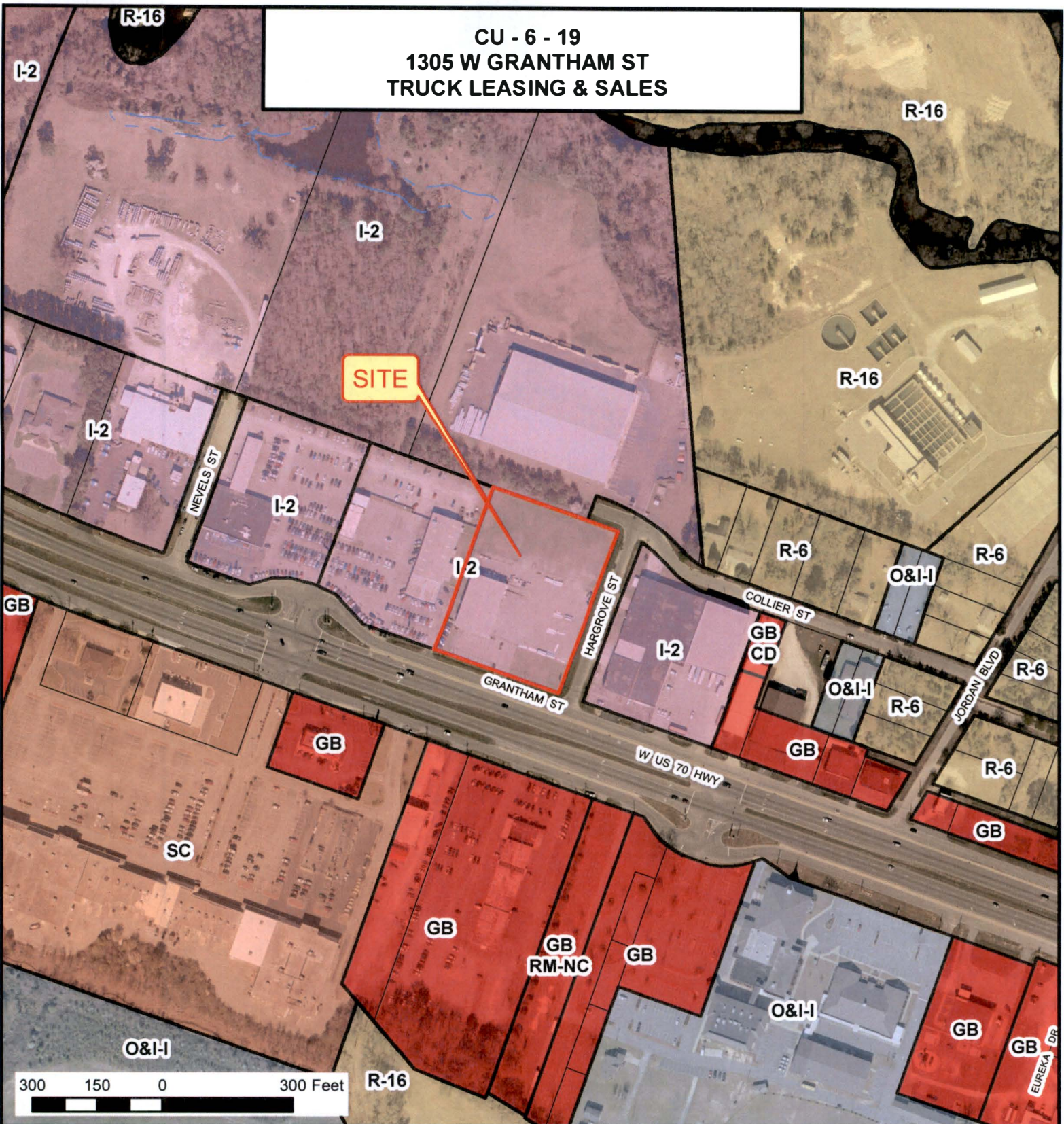
Date: 5/13/19



Planning Director

Date: _____

City Manager



CU - 6 - 19
1305 W GRANTHAM ST
TRUCK LEASING & SALES

SITE

CONDITIONAL USE APPLICATION

CASE NO: CU-6-19
REQUEST: Penske Truck Leasing & Sales
APPLICANT: Penske Leasing Logistics
LOCATION: 1305 W. Grantham Street
HOURS OF OPERATION:
Monday - Friday 7:00 - 5:00 pm
Saturday 8:00 - Noon
NUMBER OF EMPLOYEES: 6 -10



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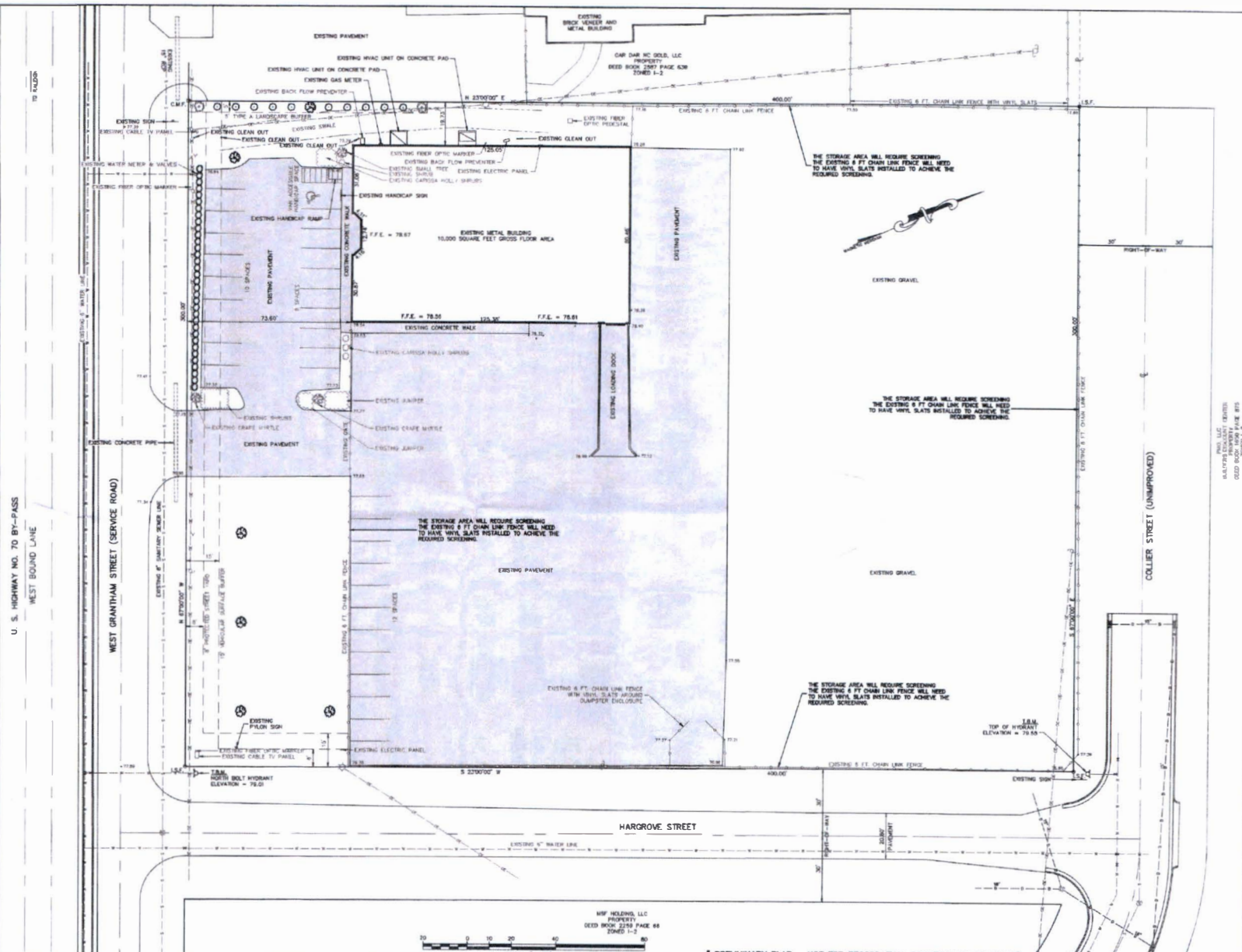


PROPERTY ZONED I-2 INDUSTRIAL DISTRICT (S-2) (CITY OF GOLDSBORO)
NEED CONFORMING USE FOR TRUCK SALES
MINIMUM SETBACK REQUIREMENTS:
 FRONT = 30 FEET
 REAR = 30 FEET
 SIDE = 15 FEET (SEE NOTE 1)
 RESIDENTIAL = 75 FEET (SEE NOTE 1)
NOTE 1:
 FOR MINIMUM SEPARATION DISTANCE BETWEEN ANY STRUCTURE, STORAGE, OR LOADING AREA FROM A RESIDENTIALLY DEVELOPED OR ZONED LOT.
PERMITS: 280332800
REFERENCE: DEED BOOK 1647 PAGE 878
TOTAL AREA = 2.75 ACRES
 THE OPERATION OF TRUCK LEASING AND RENTING BUSINESS INCLUDING THE HOUSING, REPAIRS, MAINTENANCE, TO THE CAPACITY AND REPAIRING OF MOTOR VEHICLES AND TRAILERS, OUTSIDE PARKING AND STORAGE OF SUCH VEHICLES, MOTOR VEHICLES REPAIR SHOP, AND THE REPAIRING OF PARTS FOR THE ASSOCIATED USES IS PERMITTED BY THE I-2 (GENERAL INDUSTRIAL) ZONING DISTRICT, PROVIDED USED TRUCK SALES WOULD BE PERMITTED ONLY AFTER THE OBTAINMENT OF A CONDITIONAL USE PERMIT APPROVED BY THE CITY COUNCIL.
TOTAL PARKING:
 37 SPACES
 150 ACCESSIBLE HANDICAP SPACE
 150 VEHICLE SPACES
HOURS OF OPERATION: MONDAY THRU SUNDAY 6:00 AM TO 12:00 PM
NUMBER OF EMPLOYEES: 8-10
 TRUCKS STORED ON SITE: THIS WILL CHANGE, BUT WE COULD HAVE AS MANY AS 30 UNITS ON SITE AT ONE TIME. USUALLY IT WILL BE LESS. WE HAVE THESE UNITS IN AN (UNPAVED) LOT. WE HAVE REPAIRING THE VEHICLES (EASY AND SO THAT IT LOOKS NICE AND PROFESSIONAL).
 THIS IS TRUCK RENTAL AND LEASING.
 THERE WILL BE TRUCK MAINTENANCE.
 THERE WILL BE NO TRUCK WASHING.
 THERE WILL BE TRUCK SALES, SO THERE WOULD BE TRUCKS ON DISPLAY FOR SALE.
REFUSE COLLECTION: BI-WEEKLY BY PRIVATE CARRIER (DUMPSITE).
 NO LOADING OR UNLOADING OF MATERIAL SHALL OCCUR OUTSIDE OF THE FENCED AREA.
 MATERIALS SHALL NOT BE EXPOSED TO BE MOBILE FROM ANY PUBLIC ROAD RIGHT-OF-WAY OR ADJOINING PROPERTY LINE.
 OUTSIDE STORAGE WILL REQUIRE THE SCREENING OF THE EXISTING STORAGE AREA. SCREENING SHALL CONSIST OF AN 8 FT. IN HEIGHT SOLID FENCE. THE HEIGHT OF THE FENCE MAY BE REDUCED TO 36 (3) FT. IF THE CITY COUNCIL, DETERMINES THAT THE ITEMS PROPOSED TO BE STORED WILL NOT EXCEED FIVE (5) FT. IN HEIGHT.
NOTE PLANTING:
 THE PROPERTY IS LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA AND FLOODPLAIN AREA FOR FLOOD HAZARD DATA. REFER TO FIRM FLOOD INSURANCE RATE MAP NORTH CAROLINA MAP 14488S STATIONED EFFECTIVE DATE JAN. 26, 2018 (FIRM 14488S-142).
PROPOSED 5' PROTECTED STREET YARD TREES:
 5. AUTUMN FANTASY MAPLE
 MINIMUM HEIGHT AT PLANTING 10 FEET
 MINIMUM 2" CALIPER
PROPOSED VEHICULAR SURFACE AREA TREES:
 54. DRAKE TAUNTON HOLLY (ELIX VOMITOPUS)
 MINIMUM HEIGHT AT PLANTING 12 INCHES
PROPOSED 5' TYPE A LANDSCAPE BUFFER:
 1. AUTUMN FANTASY MAPLE
 MINIMUM HEIGHT AT PLANTING 8 FEET
 MINIMUM 2" CALIPER
 2. ARBORVITAE
 MINIMUM HEIGHT AT PLANTING 8 FEET
 MINIMUM 2" CALIPER
 10. CAERESSA HOLLY
 MINIMUM HEIGHT AT PLANTING 10 INCHES

LEGEND

EDGE OF PAVEMENT	EXISTING
CURB & GUTTER	---
WATER LINE	---
SANITARY SEWER LINE	---
STORM SEWER LINE	---
ELECTRICAL LINE	---
CHAIN LINK FENCE	---
UTILITY POLE	---
UTILITY POLE WITH LIGHT	---
GUTTER	---
SANITARY SEWER MANHOLE	---
STORM SEWER MANHOLE	---
FIRE HYDRANT	---
VALVE	---
CURB INLET	---
ELEVATION	---
IRON STAKE FOUND	---
CONCRETE MONUMENT FOUND	---

ELEVATIONS REFER TO NAVD 83



B. R. KORNGAY, INC. LAND SURVEYING • ENGINEERING • PLANNING License Number: 1-1004 300 East Main Street Goldsboro, N.C. 27530 (919) 735-3000 Fax: (919) 565-8053 www.brkornegay.com	PENSKE TRUCK RENTAL, LEASING AND SALES 1305 GRANTHAM STREET GOLDSBORO TOWNSHIP WAYNE COUNTY, N.C.	HAYCO CONSTRUCTION 129 CARSON STREET SUITE C, PILOT MOUNTAIN, NORTH CAROLINA 27401 KENNETH HARROLD 336-444-4448 OR 336-710-0555 kharold@hayco-construction.com	SHEET 1 DATE: 4-10-2019 SCALE: 1" = 20' PRELIMINARY PLAT -- NOT FOR RECORDATION, CONVEYANCES OR SALES.	NO. REVISION DATE 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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PENSKE TRUCK RENTAL, LEASING AND SALES
 1305 GRANTHAM STREET
 GOLDSBORO, NC 27530
 (919) 735-3000

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive.

The applicant is requesting a Conditional Use Permit to allow the operation of an indoor hatchet-throwing facility with ABC for Brown Bagging.

BACKGROUND:

The applicant is requesting an amendment to a previously approved Conditional Use Permit. City Council, at their meeting held April 1, 2019, approved a Conditional Use Permit for a place of entertainment without ABC for a hatchet-throwing facility within the Ash Street Shopping Center located at 2305 E. Ash Street. The applicant is now requesting the facility operate as a place of entertainment with ABC to allow customers to brown-bag at the facility.

The property is zoned SC (Shopping Center). Places of entertainment with ABC are a permitted use only after the issuance of a Conditional Use Permit approved by City Council.

Frontage (Tenant Space): 98 ft.

Depth: 38 ft.

Area: 3724 sq. ft.

DISCUSSION:

As previously stated, the applicant request to operate the indoor competitive axe and hatchet-throwing facility within the existing commercial strip center to allow customers the option of brown bagging at this facility. Brown bagging would be limited to a 6-pack of beer or 1-bottle of wine per customer.

The submitted site plan indicates six (6) hatchet throwing lanes, a Lounge/seating area, office space, a storage area and restrooms including one handicap accessible bathroom.

Days/hours of Operation: Thursdays 6:00pm – 9:00pm
 Fridays 6:00pm – 10:00pm
 Saturdays 4:00pm – 10:00pm

Employees: 1-2

No such establishment shall be located within two hundred (200) feet of any residentially zoned or developed property, church or school. The subject property is directly adjacent to an existing church within the Shopping Center, residentially zoned property to the north and residentially developed property to the northeast.

Access and Parking: The site is served by three existing over-sized driveway cuts off E. Ash Street and Ridgewood Drive. Sufficient parking exist to serve customers of the Shopping Center.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

Date: 5-13-19

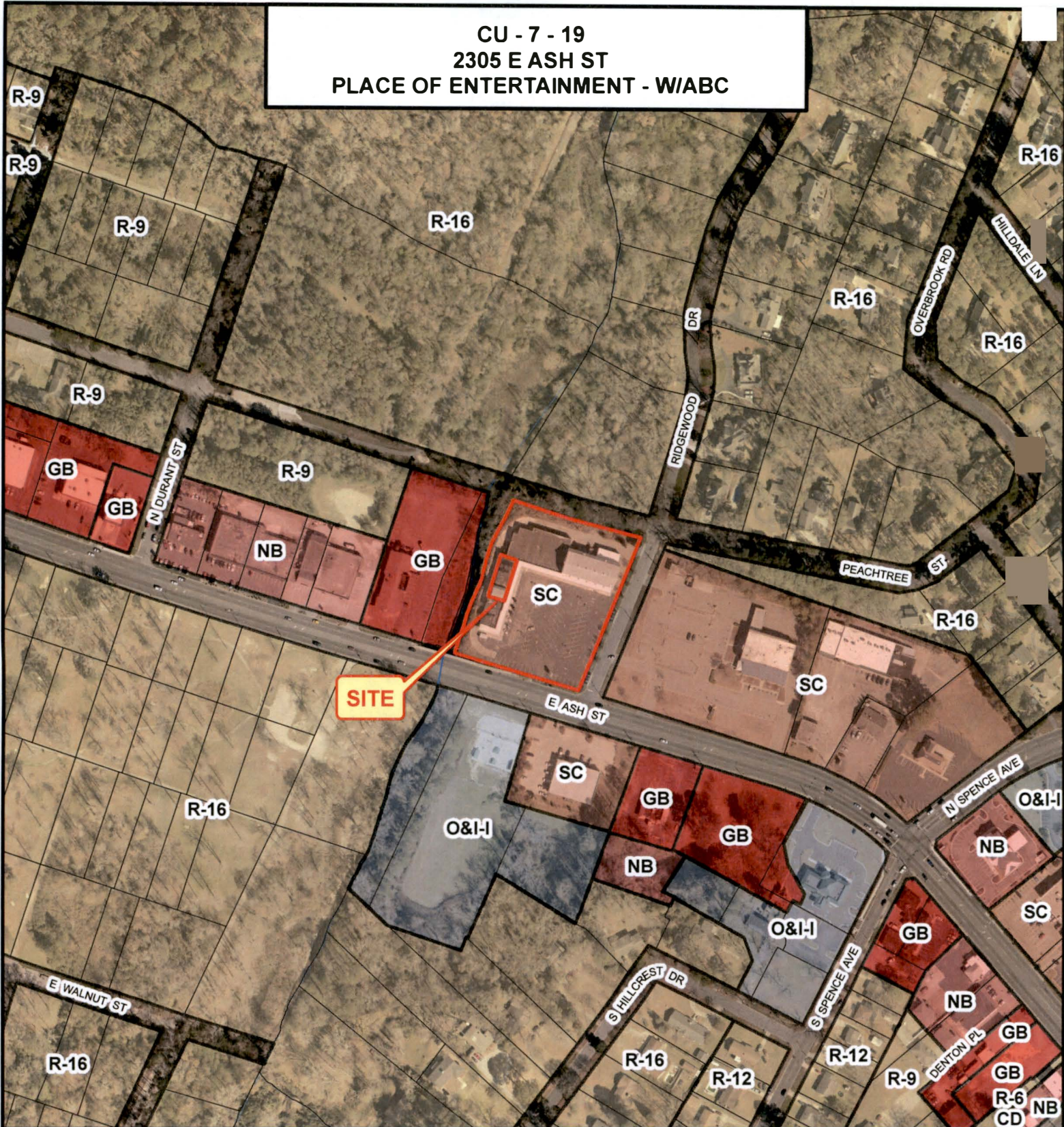


Planning Director

Date: _____

City Manager

CU - 7 - 19
2305 E ASH ST
PLACE OF ENTERTAINMENT - W/ABC



CONDITIONAL USE APPLICATION

CASE NO: CU-7-19
REQUEST: POE w/ABC
APPLICANT: Matt Kearney
LOCATION: 2305 E. Ash Street

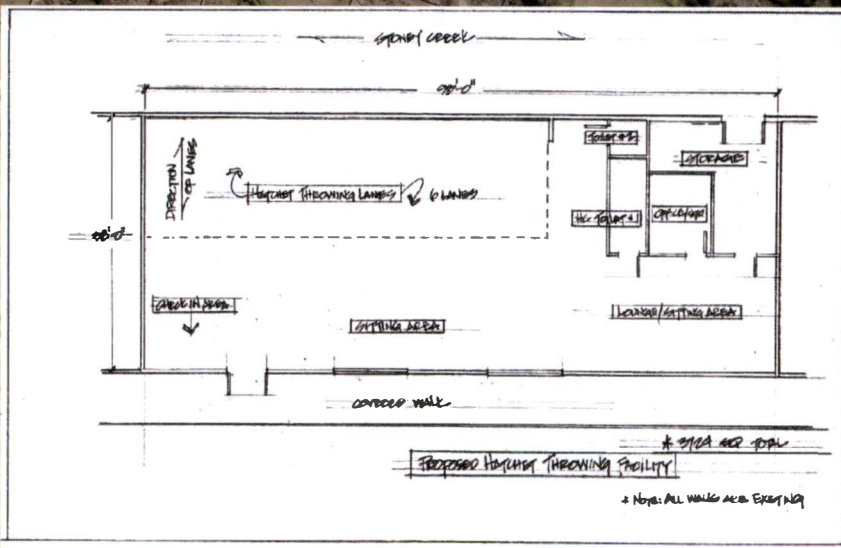
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GOLDSBORO
BE MORE DO MORE SEYMOUR

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CU - 7 - 19
2305 E ASH ST
PLACE OF ENTERTAINMENT - W/ABC



*City of Goldsboro
Site Plan Approval*

_____ City Clerk	_____ Date
_____ City Engineer	_____ Date
_____ Planning Director	_____ Date
_____ Owner	_____ Date

CONDITIONAL USE APPLICATION

CASE NO: CU-7-19
REQUEST: POE w/ABC
APPLICANT: Matt Kearney
LOCATION: 2305 E. Ash Street
HOURS OF OPERATION:
 Thursday 6:00 - 9:00 pm; Friday 6:00 - 10 pm
 Saturday 4:00 - 10 pm
NUMBER OF EMPLOYEES: 1 - 2

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

Z-10-19 – Chandu R. Patel- Subject property is located on the west side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway.

Applicant is requesting a zoning change of two lots from Residential 16 (R-16) to General Business (GB).

BACKGROUND: Both lots are zoned residential and are owned by the applicant. Each lot is currently occupied by single-family dwellings.

Lot 1:

Frontage: 157.85 ft.
Area: 35,968 sq. ft. or 0.82 acres

Lot 2:

Frontage: 112 ft.
Area: 22,977 sq. ft. or 0.52 acres

DISCUSSION: As previously stated, the applicant proposes to rezone two lots from R-16 (Residential) to General Business.

Surrounding Zones:

North: Residential-16;
South: Office and Institutional (O&I-1), Residential-16;
East: Residential (R-16), Shopping Center (SC);
West: R-16 (Residential), Office and Institutional (O&I-1CD)

Comprehensive Plan Recommendation: The City's Land Use Plan recommends Mixed-Use II for the two properties which would allow for a mixture of uses associated with residential, office, institutional and shopping center zoning districts.

Engineering: The properties are not located within a Special Flood Hazard Area. City water and sewer services are available.

The applicant has not indicated any future development for the subject properties. He believes that the highest and best use is for commercial development since they are located in close proximity to new commercial development and to future Interstate I-42.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

Date: 05/13/19

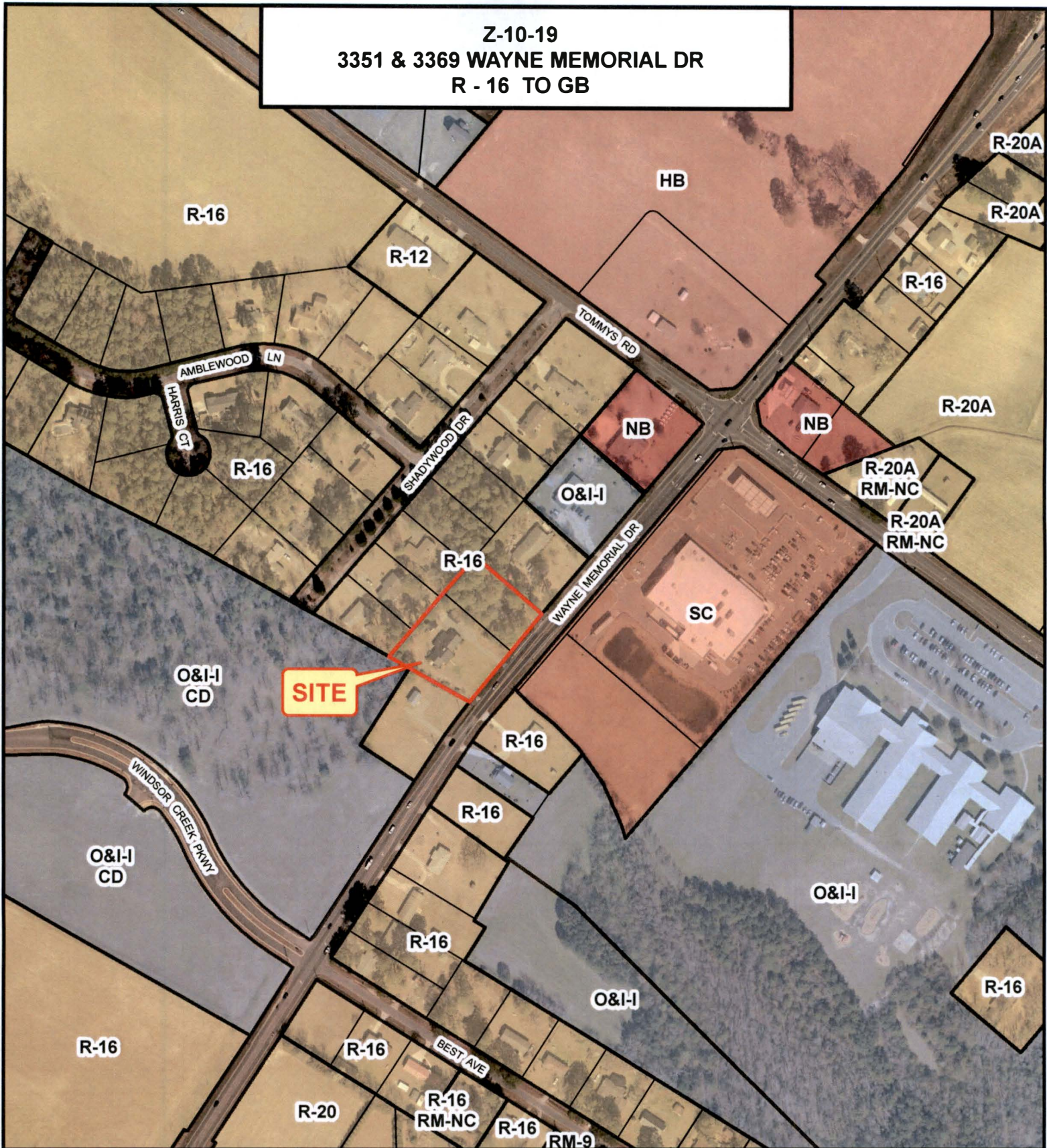


Planning Director

Date: _____

City Manager

Z-10-19
3351 & 3369 WAYNE MEMORIAL DR
R - 16 TO GB



REZONING REQUEST - EXISTING ZONING

Applicant: Chandu Patel
Request: R-16 To GB
Parcel #: 3610-57-6257 / 3610-57-7358
Location: 3351 & 3369 Wayne Memorial Drive

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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Z-10-19
3351 & 3369 WAYNE MEMORIAL DR
R - 16 TO GB



REZONING REQUEST

Applicant: Chandu Patel
Request: R-16 To GB
Parcel #: 3610-57-6257 / 3610-57-7358
Location: 3351 & 3369 Wayne Memorial Drive

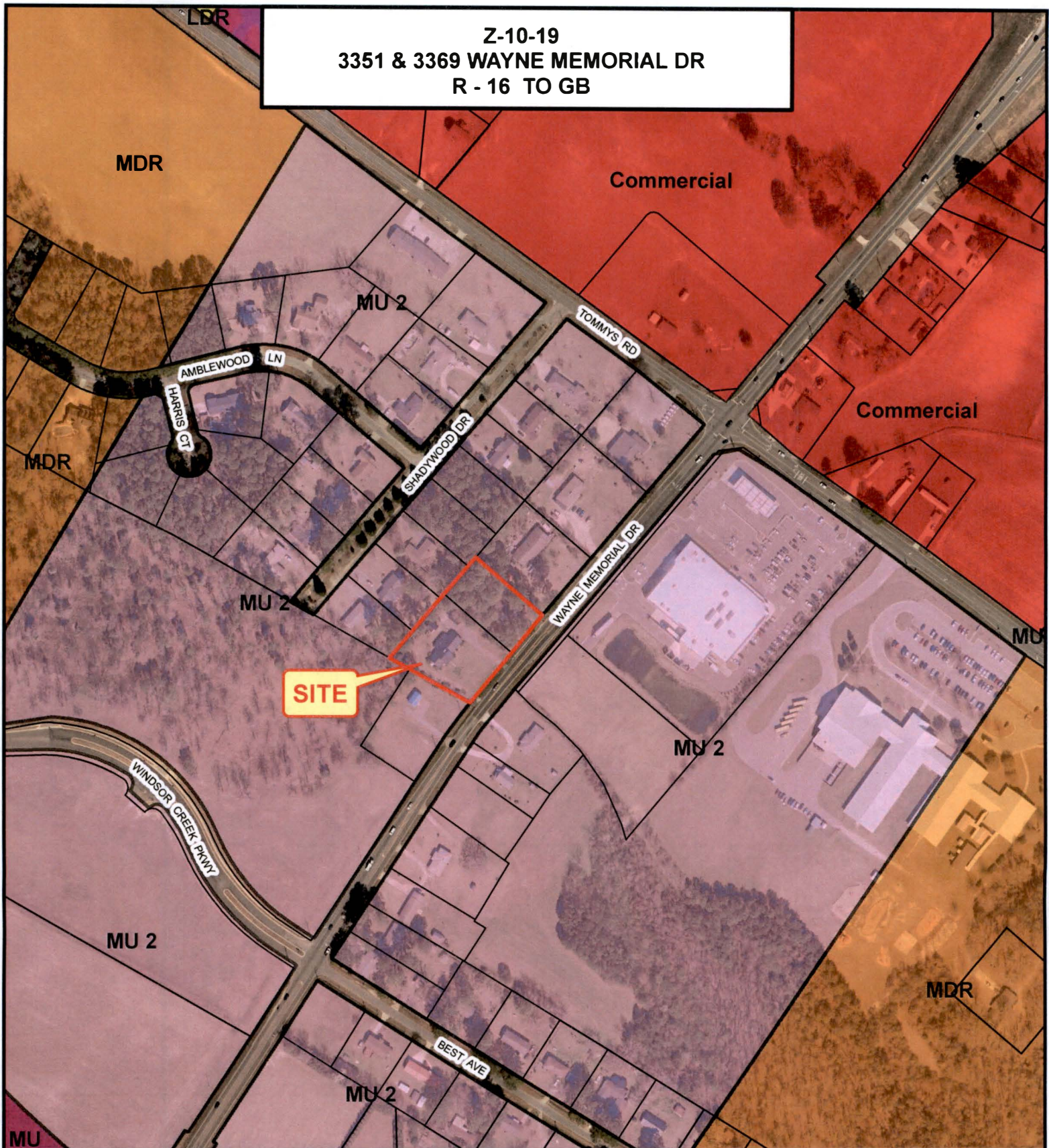
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GOLDSBORO
BE MORE DO MORE SEYMOUR

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Z-10-19
3351 & 3369 WAYNE MEMORIAL DR
R - 16 TO GB



REZONING REQUEST - PROPOSED ZONING

Applicant: Chandu Patel
Request: R-16 To GB
Parcel #: 3610-57-6257 / 3610-57-7358
Location: 3351 & 3369 Wayne Memorial Drive

300 150 0 300 Feet



GOLDSBORO
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CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Award contract for audit services for fiscal year ending June 30, 2019 to Dixon Hughes Goodman LLP.

BACKGROUND: G.S. §159-34, Annual independent audit, requires each local government to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant. The auditor shall be selected by, and shall report directly to the governing board. The current audit firm is Carr, Riggs & Ingram, CPAs (formerly Pittard, Perry and Crone, CPAs) and they have audited the accounts for the City of Goldsboro for over 20 years.

DISCUSSION: In discussions with Ms. Kaye Scott, Finance Director (retired), it was determined to be in the City's best interest to seek a Request for Qualifications and a Request for Proposal for audit services for the fiscal year ending June 30, 2019 with additional pricing for the following 3 years. Staff has reviewed the 6 proposals submitted, and conducted a review of qualifications and pricing and we are pleased to recommend Dixon, Hughes, Goodman, LLP for the fiscal year 2019 audit.

The cost of the audit is proposed as follows:

Fy2019	\$52,000
Fy2020	\$53,200
Fy2021	\$54,500
Fy2022	\$55,800

The fees for the audit have been budgeted at \$54,000 for the upcoming budget. Only the current year (2019) contract amount is binding upon the Council. The contract for services will be brought before the Council each year for approval.

Dixon, Hughes, Goodman, LLP (the firm) is active and in good standing with the North Carolina State Board of Certified Public Accountant Examiners. The partner in charge, John Frank, CPA, is also in active good standing with the same as a Certified Public Accountant. They have a current peer review and have provided insurance information, Form W9 and e-verify compliance.

Based on the outstanding qualifications and references of the firm, their past relevant governmental and specifically local government experience, and their proposed audit program and approach, we feel that they will competently fulfill the engagement.

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

1. Adopt attached resolution authorizing the award for contract for audit services for fiscal year ending June 30, 2019 to Dixon, Hughes, Goodman, LLP.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019-

**RESOLUTION APPROVING DIXON HUGHES GOODMAN LLP AS OFFICIAL AUDITOR
OF THE CITY'S ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2019**

WHEREAS, North Carolina General Statute §159-34, annual independent audit, requires each local government to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant; and

WHEREAS, it is the duty of the Council to select an auditor, and approve the Mayor and Finance Officer to enter into a contract for the audit of the City accounts for the fiscal year ending; and

WHEREAS, City staff conducted a competitive request for qualifications and request for proposal process and it has been determined that Dixon Hughes Goodman LLP to be the top scoring firm with the required qualifications needed to conduct the City's audit of accounts in a competent and thorough manner; and

WHEREAS, both the firm, Dixon Hughes Goodman LLP, and the partner in charge, John Frank, CPA, are both in good standing with the North Carolina Board of Certified Public Accountant Examiners; and

WHEREAS, City staff recommends that the contract to audit the accounts of the City of Goldsboro for the fiscal year ending June 30, 2019 be awarded to Dixon Hughes Goodman LLP.

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

1. Dixon Hughes Goodman LLP is hereby selected as the auditor for the City of Goldsboro for the fiscal year ending, June 30, 2019.
2. The Mayor and Finance Director and other staff as required are authorized to execute the necessary documents and contracts for the audit of the City accounts.

This Resolution is effective upon its adoption this ____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

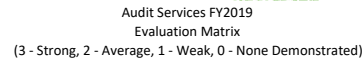
City Manager



Cost Estimate Audit Services
Current FY2019 and Future Years

Cost Elements for FY19 Audit Proposal	Dixon Hughes Goodman	Gould Killian CPA	Mauldin & Jenkins	Rives & Associates	S Preston Douglas	Thompson Price Scott & Adams
Costs proposed by the audit firm to complete the audit	\$ 47,000.00	\$ 36,600.00	\$ 36,500.00	\$ 45,000.00	\$ 38,904.00	\$ 44,750.00
Additional Cost - Financial Statement Preparation	\$ 4,000.00	\$ 6,000.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00
Additional Cost - AFIR	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -
Additional Cost - GFOA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Cost - Data Collection Federal Clearinghouse	\$ -	\$ 650.00	\$ -	\$ 500.00	\$ -	\$ -
Additional Cost - Other	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ -
	<u>\$ 52,000.00</u>	<u>\$ 44,000.00</u>	<u>\$ 41,000.00</u>	<u>\$ 51,500.00</u>	<u>\$ 43,904.00</u>	<u>\$ 48,950.00</u>
# of hours proposed on Engagement ----->	<u>436</u>	<u>375</u>	<u>266</u>	<u>388</u>	<u>345</u>	<u>543</u>
Firm Ranking based on Weighted Score Matrix - 70% Evaluation Criteria and 30% Cost ----->	<u>1</u>	<u>3</u>	<u>2</u>	<u>6</u>	<u>4</u>	<u>5</u>

Fiscal Year	Dixon Hughes Goodman	Gould Killian CPA	Mauldin & Jenkins	Rives & Associates	S Preston Douglas	Thompson Price Scott & Adams
FY2020	\$ 53,200.00	\$ 45,310.00	\$ 41,500.00	\$ 51,500.00	\$ 45,093.00	\$ 48,950.00
FY2021	\$ 54,500.00	\$ 46,625.00	\$ 43,500.00	\$ 53,045.00	\$ 46,284.00	\$ 48,950.00
FY2022	\$ 55,800.00	\$ 47,980.00	\$ 45,500.00	\$ 53,045.00	\$ 46,901.00	\$ 48,950.00
	<u>\$ 163,500.00</u>	<u>\$ 139,915.00</u>	<u>\$ 130,500.00</u>	<u>\$ 157,590.00</u>	<u>\$ 138,278.00</u>	<u>\$ 146,850.00</u>



5/14/2019 2:30 PM

Minimum Criteria Evaluation Matrix

Name of Firm:	Firm A-Dixon Hughes Goodman	Firm B - Gould Killian CPA	Firm C - Mauldin & Jenkins	Firm D - Rives & Associates	Firm E - S Preston Douglas	Firm F - Thompson Price Scott & Adams
1 Contact Info?	1	1	1	1	1	1
2 Year Established and firm info?	1	1	1	1	1	1
3 Principles and their info?	1	1	1	1	1	1
4 List of services qualified to perform?	1	1	1	1	1	1
5 List of staff members, bios/resumes?	1	1	1	1	1	1
6 List of governmental audits to which firm is engaged?	1	1	1	1	1	1
7 Use of outside consultants responded?	1	1	1	1	1	1
8 Completed Form W9?	1	1	1	1	1	1
9 Completed E-verify?	1	1	1	1	1	1
10 Documentation of Firm's most recent peer review?	1	1	1	1	1	1
11 Insurance information provided?	1	1	1	1	1	1
12 RFP Received Timely?	1	1	1	1	1	1
1 Type of audit program used? Tailor-made, standard government, standard commercial.	1	1	1	1	1	1
2 Use of statistical sampling	1	1	1	1	1	1
3 Use of computer audit specialists	1	1	1	1	1	1
4 Organization of audit team and approximate percentage of time spent on the audit by each member.	1	1	1	1	1	1
5 Information that will be contained in the management letter.	1	1	1	1	1	1
6 Assistance expected from government's staff if other than outlined in the RFP.	1	1	1	1	1	1
7 Tentative schedule for completing the audit within the specified deadlines of the RFP	1	1	1	1	1	1
8 Personnel Costs by 1) Estimated hours, 2) Rate per Hour 3) Total Cost per category; etc..	1	1	1	1	1	1
9 Other information?	1	1	1	1	1	1
10 Summary of Audit Cost Sheets	1	1	1	1	1	1
Totals	22	22	22	22	22	22
Does score = 22?	Min Criteria Met	Min Criteria Met	Min Criteria Met	Min Criteria Met	Min Criteria Met	Min Criteria Met





request for proposal requirements

1. Type of audit program used (tailor-made, standard government, or standard commercial).

We will prepare tailor-made audit programs to be used in the City's audit. We will start with a standard governmental audit program for each significant audit area and add or remove audit procedures based on risk assessment of each audit area. Our risk assessments are based on various factors and whether the City has internal controls in place to mitigate those risk factors. We make these assessments during our "brainstorming" planning meetings.

2. Use of statistical sampling.

Auditing standards generally accepted in the United States of America and *Government Auditing Standards* permit the use of both statistical and non-statistical sampling techniques. DHG primarily uses non-statistical sampling techniques for both control and substantive tests. Sampling forms published by Practitioners Publishing Company (PPC) and the AICPA Guide on Audit Sampling are the primary sources we use to determine sample sizes. We also use a data extraction and analysis software program called IDEA, whenever possible, for sampling applications. IDEA enables us to generate systematic, monetary unit, and random sample sizes more efficiently than manual methods.

3. Use of computer audit specialists.

DHG has dedicated Information Technology staff who can accompany audit engagement teams to the client's facilities. They have helped a variety of organizations adapt information technology risk management capabilities in times of significant expansion and other regulatory change. They can provide insights that will benefit IT management in the areas of business continuity, security issues, systems integration risks, internal controls and internal audit activities.

Given the size and complexity of the IT environment at the City, we will allocate a designated IT auditor that spends 100% of their time performing information system and IT audit work to complete the IT Assessment and walkthrough procedures. This has proven to be mutually beneficial to our engagement team and clients in the past, as typically there are best practices and recommendations for improvement that are provided in this ever-changing IT environment.

4. Organization of the audit team and the approximate percentage of time spent on the audit by each member.

Please refer to the Client Service Team segment included in the First Section of our proposal for the organization of our audit team. See below for approximate percentage of time spent on the audit.

Employee Level	Percentage of Time Spent on the Audit
Partner	10%
Engagement Quality Reviewer	2%
Manager	21%
Senior Associate	34%
Associate	34%

5. Information that will be contained in the management letter.

Our management letter will conform to auditing standards generally accepted in the United States of America and *Government Auditing Standards*. It will contain internal control-related matters that we identify during the course of the audit. In addition, we may communicate immaterial instances of noncompliance and other matters that come to our attention, along with recommendations for improvement. Any matter that we consider to be a material weakness, significant deficiency or material noncompliance is required to be communicated in our reports on internal control and compliance under *Government Auditing Standards*. All comments will be submitted to management in draft form prior to issuance so there are no surprises.

6. Assistance expected from the government's staff, if other than outlined in the RFP.

In addition to the level of assistance from the City of Goldsboro's staff identified in the RFP, we would also provide a separate list of requests during the pre-planning conference. We will work with your staff to ensure that the various schedules are prepared in an appropriate format. We will request that your staff type all confirmations, complete all internal control narratives for significant transaction cycles, and pull and/or copy all supporting documentation we request.

7. Tentative schedule for completing the audit within the specified deadlines of the RFP.

The prospective schedule for the audit is listed below. The actual dates will be determined in the spring of each year after consultation with management and will depend upon the availability of the appropriate City of Goldsboro personnel.

Audit Activity	Date
Pre-planning conference	May 2019
Interim fieldwork	June 2019
Final fieldwork	September 2019
Preliminary financial statement comments to CFO	September 2019
Final report to the City	October 2019

The Assistant Finance Officer/Controller will receive a listing of requested information needed for the audit at the preplanning conference, periodic conferences during the conduct of the audit, and an exit conference prior to the completion of fieldwork.

8. Specify costs using the format below for the audit year July 1, 2018 to June 30, 2019. For the three audit years, which follow, list the estimated costs. The cost for the audit year ending June 30, 2019 is binding, while the second through fourth years are estimated costs. Cost estimates must indicate the basis for the charges and whether the amount is a “not-to-exceed” amount.
 - a. Personnel costs - itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with the different rates per hour.
 1. Estimated hours - categorize estimated hours into the following: on-site interim work, year-end on-site work, and work performed in the auditor’s office.
 2. Rate per hour.
 3. Total cost for each category of personnel and for all personnel costs in total.
 - b. Travel - itemize transportation and other travel costs separately.
 - c. Cost of supplies and materials - itemize.
 - d. Other costs - completely identify and itemize.
 - e. If applicable, note your method of determining increases in audit costs on a year to year basis.

The costs for the audit year ending June 30, 2019 and the estimated costs for the years ending June 30, 2020 through 2022 are below. The estimated fees for future years include an incremental increase for anticipated cost-of-living increases.

Title	Discounted Rate per Hour	Hours Onsite Interim	Hours Onsite Year End	Hours Auditor Office	Total Audit Hours	Audit Costs
Partner	\$250	16	16	12	44	\$11,000
Quality Reviewer	250	0	0	8	8	2,000
Manager	150	24	40	24	88	13,200
Senior Associate	125	40	80	24	144	18,000
Associate	90	40	80	24	144	12,960
Clerical	75	0	0	8	8	600
Totals		120	216	100	436	57,760
Less discount						(6,760)
Not-to-exceed fee for year ending June 30, 2019						\$51,000
Estimated fee for year ending June 30, 2020						\$52,200
Estimated fee for year ending June 30, 2021						\$53,500
Estimated fee for year ending June 30, 2022						\$54,800

Include separate costs for the additional or special conditions requested:

1. **Assistance to management’s efforts to obtain the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting**
Included in base audit fees.
2. **Assistance with the preparation of any schedules or budget compilation which may be required of the unit by SEC Ruling 15c2-12 which deals with secondary market disclosures**
To be billed at the standard hourly rates shown in the fee schedule above.
3. **Assistance with the preparation of the Annual Financial Information Report (counties and municipalities only) required to be filed with the staff of the Local Government Commission**
\$1,000.

4. **Preparation of the Federal Data Collection Form and submission of financial data if applicable to the Federal Clearinghouse**

Included in base audit fees.

5. **Calculation of the Debt Service Coverage Ratio as required by certain revenue bond covenants. The bond covenants may also require the auditor to express an opinion on the unit's compliance with the debt service coverage ratio and other debt covenants**

To be billed at the standard hourly rates shown in the fee schedule above.

6. **Preparation and delivery of forty (40) typed and bound financial statements**

Included in base audit fees.

10. Please list any other information the firm may wish to provide.

DHG will be available on an on-going basis to provide consultation on accounting and auditing matters, routine discussions, and other assistance throughout the contract period at no charge, unless substantial additional time is required. Our clients have found this to be one of the most beneficial aspects of their relationship with our firm. Any additional services to be performed in excess of the original estimates will be negotiated prior to commencement of the work.

11. Please include the Summary of Audit Costs Sheet with your proposal.

Please see the Summary of Audit Costs Sheet on the page following.



summary of audit costs sheet

CITY OF GOLDSBORO SUMMARY OF AUDIT COSTS SHEET

<u>Dixon Hughes Goodman LLP</u>	<u>April 26, 2019</u>			
Firm Name	Date			
	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>
1) Base Audit	<u>\$47,000</u>	<u>\$48,000</u>	<u>\$49,100</u>	<u>\$50,000</u>
Includes Personnel costs, travel and on-site work, Single audit and compliance work, AFIR				
2) Financial Statement Preparation	<u>\$4,000</u>	<u>\$4,200</u>	<u>\$4,400</u>	<u>\$4,800</u>
3) Extra Audit Service				
\$_____ per hour				
4) Other (explain)	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
Assistance with preparation of the AFIR				
5) Other (explain)				
TOTAL	<u><u>\$52,000</u></u>	<u><u>\$53,200</u></u>	<u><u>\$54,500</u></u>	<u><u>\$55,800</u></u>



John Frank, Partner

Assurance Services

john.frank@dhg.com

336.822.4308

Assurance | Tax | Advisory | dhg.com



April 26, 2019

Catherine F. Gwynn, CPA - Financial Director
City of Goldsboro
200 North Center Street
Goldsboro, North Carolina 27530

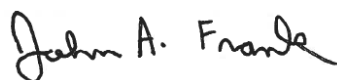
Dear Ms. Gwynn:

We are pleased to submit this proposal to serve as independent certified public accountants for the City of Goldsboro (referred to herein as the "City"). Our goal and commitment are to provide the City with in-depth attention from a client service team with proven experience in successfully serving similarly sized cities and municipalities, among other governmental clients. The City strives to provide top-notch and efficient services in order to foster a safe, healthy and productive community. These values also shape DHG's culture, one that strives for excellence and innovation in client service, respecting relationships and exhibiting collaborative teamwork to earn the right to be a trusted advisor for the clients we serve. As you contemplate making a change in accounting firms and review the reasons why we believe DHG is the right firm to serve the City, we thank you for taking into consideration the following factors:

- **Experience Serving the Governmental Sector:** As one of North Carolina's largest providers of governmental financial services, DHG's quality work has been recognized by city, county, state and other governmental officials. By currently serving 75 government entities and assisting many of them in the successful completion of GFOA Certificates of Achievement for Excellence in Financial Reporting, our Governmental Services Team brings extensive hands-on accounting and financial experience to the City.
- **Hands-on, Responsive Service:** We have the capacity to meet your time requirements, competently address issues that may arise in the engagement and the resources to provide on-site assistance whenever needed. While we maintain the national advantages of a big firm, we are dedicated to our client relationships and we provide you with the neighborly accessibility expected from a local advisor.
- **Open Communication Throughout the Engagement:** DHG partners are the decision-makers and your points of contact through the engagement, allowing for timely responses and conclusions about any audit and accounting concerns. During the engagement, our professionals will be alert to identifying opportunities that would allow the City to operate more efficiently and profitably.

Please know we appreciate the task ahead as you consider selecting a new professional accounting firm. We are grateful for the opportunity to present this proposal to the City and thank you in advance for your consideration. We look forward to a prosperous working relationship with you.

Respectfully presented,



John Frank, CPA
Partner, Assurance Services

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executive summary

The Opportunities and Challenges the City Faces

DHG's quality work has been recognized by city, school, county, state and other governmental officials. With extensive experience providing multi-level services to local governments, we are confident that we can meet or exceed the needs and expectations of your organization.

With the constant pressures facing governmental entities today stemming from mounting financial pressures, compliance with laws and regulations, adoption of Governmental Accounting Standards Board ("GASB") pronouncements, and overall increases in the cost of providing services to your citizenry, it is more important than ever to have a team of auditors who know the governmental sector inside and out. With our combination of professionals who have a proven track record in working in the governmental sector and service team members who are seasoned in the complexities of governmental compliance, we are confident that DHG can meet your needs.

The City will receive many benefits throughout the year by having access to our Governmental Services Team and the resources of our firm, including:

- Extensive knowledge and experience as one of North Carolina's largest providers of governmental financial services.
- A commitment to the governmental sector.
- Quality work that has been recognized by municipal, county, state and other governmental officials.
- Experience in the implementation of GASB pronouncements.
- Experience preparing comprehensive annual financial reports ("CAFR").
- Local firm responsiveness backed by national resources.
- A dedicated approach to serving you.
- Immediate access to top professionals.
- Timely and cost-effective services.

A Team of Professionals Dedicated to Local Governments

For over 50 years, our professionals have served as trusted advisors to local governments. As one of North Carolina's largest providers of services for governmental units, we currently serve 75 local government entities. We value the importance of helping our clients improve operational performance while ensuring compliance with laws, regulations and grant agreements.

DHG has followed the standards of GASB financial accounting and reporting for our local governmental clients since 1984 (the year GASB was founded). Along with being one of the largest providers of governmental services in the Southeast, this experience has helped us cultivate many long-term relationships.

By performing numerous governmental audits, audits under the Uniform Guidance and Single Audit Implementation Acts, and successful implementations of GASB pronouncements, our governmental team has hands-on experience in all facets and levels of local government. With a team that understands the complexities of governmental operations, we provide effective and innovative solutions to problems which will enable the City to operate more efficiently and help meet your financial objectives.



request for proposal requirements

1. Auditor name, address, telephone, fax number, contact person and email address

John Frank will be the Engagement Partner. John will be the primary contact for prompt contract administration upon award of the contract.

Dixon Hughes Goodman LLP
John Frank, CPA
Engagement Partner, Assurance Services
1829 Eastchester Drive
High Point, North Carolina 27265
Tel: 336.822.4308
Fax: 336.889.6168
john.frank@dhg.com

2. Year established and former firm names if applicable

DHG was founded in 1959. Below is a complete history of DHG mergers and acquisitions.

History of Goodman Mergers and Acquisitions

- Myer Lu Goodman Founded - 1932
- Goodman, Norman, Goldmeier & Ritter merged with Berger & Wilson > Goodman & Company - 1969
- Acquired Bowman, Upton & Murphy, P.C. (Virginia Beach and Richmond, Virginia) - 1978
- Acquired Levin & Rochkind (Richmond, Virginia) - 1979
- Acquired Aaron, Rosen, Aaron & Company (Newport News, Virginia) - 1985
- Acquired Erny & Mason (Colonial Heights, Virginia) - 1995
- Acquired Collins-Gregg Associates (Tysons, Virginia) - 1997
- Acquired Harry Schwarz & Company (Roanoke, Virginia) and AIM Assoc. Human Resources (Newport News, Virginia) - 1998
- Acquired Terry Hagen & Atwood, P.C. (Richmond, Virginia) and Norton & Assoc. (Roanoke, Virginia) - 1999
- Acquired Eason, Lawson & Westphal, P.C. (Newport News, Virginia) and Bresenoff & Assoc. (Virginia Beach, Virginia) and Salter & Hall (Virginia Beach, Virginia) - 2000
- Acquired Manning, Perkinson, Floyd & Company (Danville, Virginia) and Hollrah, Bernstein & Funkhouser (Rockville, MD) and Collins, Forbes and Company (Tysons, Virginia) - 2001
- Acquired Crutchley, Marginot & Tosi, P.C. (Tysons, Virginia) - 2004
- Acquired Strickland & Shuler, P.C. (Virginia Beach & Newport News, Virginia) - 2005
- Acquired Kamerow, Weintraub & Swain (Rockville, Maryland) - 2006
- Acquired West, Crowley & Winn (Chester, Virginia) - 2007
- Acquired UHY Advisors FLVS Services (Washington, D.C.) - 2009

History of Dixon/ Dixon Odom Mergers and Acquisitions and Partner Admissions

- Dixon and Hauser Founded - 1959
- Dixon, Hauser and Odom - 1961
- Dixon, Odom & Co. - 1975
- Acquired Lundin & Spencer (Sandhills, North Carolina) - 1977
- Acquired Bennett, Ficken & Landacre (Greensboro, North Carolina) - 1982
- Acquired Robert C. Rice (Raleigh, North Carolina) - 1987

- Acquired Owen Whitfield (Charlotte, North Carolina) - 1989
- Acquired office of Deloitte & Touche (Sandhills, North Carolina) - 1991
- Dixon, Odom & Co., LLP - 1993
- Acquired Root, Wilkerson & Woods (Greensboro/Winston-Salem, North Carolina) - 1995
- Dixon Odom PLLC - 1997
- Acquired Johnson & Davis (Atlanta, Georgia) - 1998
- Acquired Williams, Taylor & Associates (Birmingham, Alabama) - 2000
- Acquired Barnhart Consulting, PC (Greensboro/Winston-Salem, NC) and Doak, Cuppett & Poling (Clarksburg, West Virginia) - 2001
- Acquired George B. Jones (Memphis/Dallas, Texas) - 2002
- Acquired Clark-McNairy, CPA-PC (Raleigh, North Carolina) and Parrott & Douglas, LLP (Greenville, North Carolina) and Royster, Smith, Shelton & Company, P.C. (Winston-Salem, North Carolina) - 2003

History of Crisp Hughes Mergers and Acquisitions

- Crisp Hughes Founded - 1980
- Acquired Crocker & Crocker (Greenville, South Carolina) - 1987
- Merged with Evans & Bryan (Atlanta, Georgia) and became Crisp Hughes Evans - 1996
- Acquired Rogers & Mathes (Asheville, North Carolina) - 1997
- Acquired Byerly (Boone, North Carolina) and Fields & Joyner (Spartanburg, SC) - 1998
- Acquired Snyder, Camp Stewart & Co. (Atlanta, Georgia) - 1999
- Acquired Hunter & Hunter (Charlotte, North Carolina) and Whitt Haisley (Charlotte, North Carolina) - 2000
- Acquired HJA Wealth Advisor Group (Hendersonville, North Carolina) - 2003

Merger of Dixon and Hughes

- Dixon Odom PLLC merged with Crisp Hughes Evans and became Dixon Hughes PLLC - 2004

History of Dixon Hughes Mergers

- Acquired Trammell & Company, PA (Spartanburg, South Carolina) and Gamble Givens and Moody, LLC (Charleston, South Carolina) and Pratt-Thomas Gumb & Co, LLC (Charleston, South Carolina) - 2006
- Acquired Healthcare Concepts, Inc. (Greenville, South Carolina) - 2007
- Acquired Harry L. Johnston, C.P.A., P.A. (Spartanburg, South Carolina) and Rhea & Ivy, P.L.C. (Memphis, Tennessee) - 2008
- Acquired Presser, Lahnen & Edelman, P.A. (Jacksonville, Florida) - 2009
- Acquired Charis Healthcare (Hudson, Ohio) - 2010

Merger of Dixon Hughes and Goodman

- Dixon Hughes PLLC merged with Goodman & Company, LLP and became Dixon Hughes Goodman, LLP (DHG) - 2011

Dixon Hughes Goodman Acquisitions

- Acquired Swart, Lalande & Associates, P.C. (Tysons, Virginia) - 2011
- Acquired Crossfire Advisory LLC (Carmel, Indiana) - 2013
- Acquired Cohen, Rutherford + Knight (Rockville, Maryland and Tysons, Virginia) - 2014
- Acquired Stegman & Company (Baltimore, Maryland) and Parke, Guptill & Company (Ontario, California) and Credit Risk Management Analytics (Raleigh, North Carolina) - 2016

3. Names of principals of the firm and states in which they are registered

See Appendix C for a listing of DHG Partners.

4. Types of services for which the firm is qualified

In addition to financial statement preparation, we also provide the following services to our governmental clients:

- Implementation Assistance on New GASB Pronouncements
- Agreed-Upon Procedures Reports for Various Needs
- Assistance with Initial and/or Subsequent ASBO and/or GFOA Submissions
- Bookkeeping Assistance
- Budget Consultation and Assistance
- Capital Asset Depreciation Computations
- Internal Control Assessments
- Assistance with Physical Inventories
- Consultation on Accounting Policies and Procedures Manual
- Sales and Use Tax Services
- Payroll Tax Consultation Services
- Forensic Audit Services
- Cash Flow Forecasts and Projections
- Pension Examinations
- Long-Term Debt Restructuring Alternatives
- IT Risk Assessments
- Security Assessments
- Procurement Policy Implementation
- Annual Financial Information Report (AFIR) Preparation

All nonattest services must first be evaluated to ensure compliance with independence standards before the services are performed.

5. List of staff members and bios or brief resumes of those persons who will be assigned to work with the City on the audit. Include an organizational chart but do not include resumes or list of personnel who will not be assigned to these projects. Please include years on each job, position on each audit. Indicate percentages of time each senior or higher-level personnel will be onsite.

For resumes that describe the relevant educational background and professional experience auditing relevant government organizations of each senior associate and higher-level person assigned to the audit, please see the Client Service Team section of this proposal in Appendix B.

6. List of current governmental audits to which the firm is engaged indicating the types of services performed and number of years served for each.

On the following pages is a list of current government audit clients served within the last seven years by the Triad DHG offices including the number of years the Cities have been served by DHG and services performed. All financial statements were prepared under the GASB reporting model, when applicable.

Unit	Years Served	Services Performed
City of Winston-Salem Winston-Salem, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form State Retirement Plan Examination
Town of Kernersville Kernersville, North Carolina	10+	Financial Statement Audit Preparation of Annual Financial Information Report Preparation of Financial Statements
Town of Carrboro Carrboro, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Town of Southern Pines Southern Pines, North Carolina	10+	Financial Statement Audit Preparation of Financial Statements
Village of Pinehurst Pinehurst, North Carolina	10+	Financial Statement Audit
Town of Aberdeen Aberdeen, North Carolina	20+	Financial Statement Audit Preparation of Data Collection Form Preparation of Financial Statements
Town of Hillsborough Hillsborough, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Town of Jamestown Jamestown, North Carolina	10+	Financial Statement Audit CAFR Assistance
Town of Oak Ridge Oak Ridge, North Carolina	10+	Financial Statement Audit Preparation of Financial Statements
Town of Siler City Siler City, North Carolina	5	Financial Statement Audit Preparation of Financial Statements
Charlotte - Mecklenburg Schools Charlotte, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance CAFR Assistance State Retirement Plan Examination Agreed-Upon Procedures
Elkin City Schools Elkin, North Carolina	10+	Financial Statement Audit Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Franklin County Schools Louisburg, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements CAFR Assistance

Unit	Years Served	Services Performed
Guilford County Schools Greensboro, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements CAFR Assistance State Retirement Plan Examination
Harnett County Schools Lillington, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements CAFR Assistance
Hillsborough Tourism Board Hillsborough, North Carolina	5	Financial Statement Audit Preparation of Financial Statements
Hillsborough Tourism Development Authority Hillsborough, North Carolina	5	Financial Statement Audit Preparation of Financial Statements
MI Connection Communications Systems Mooresville, North Carolina	7+	Financial Statement Audit Preparation of Financial Statements
Moore County Carthage, North Carolina	5	Preparation of Data Collection Form CAFR Assistance
Moore County Airport Pinehurst, North Carolina	5+	Preparation of Financial Statements
Moore County Schools Carthage, North Carolina	15+	Preparation of Data Collection Form Preparation of Financial Statements
Mount Airy City Schools Mount Airy, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Nash-Rocky Mount Schools Nashville, North Carolina	5+	Preparation of Data Collection Form Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Piedmont Authority for Regional Transportation Greensboro, North Carolina	10+	Financial Statement Audit Preparation of Data Collection Forms Internal Control Risk Advisory Services Agreed-Upon Procedures Preparation of Financial Statements
Sandhills Mental Health Center West End, North Carolina	15+	Financial Statement Audit Preparation of Data Collection Form
Sanford ABC Board Sanford, North Carolina	10+	Financial Statement Audit State Retirement Plan Examination
Sanford Lee County Airport Sanford, North Carolina	20	Preparation of Financial Statements
Stanly County Schools Albemarle, North Carolina	3	Financial Statement Audit Preparation of Data Collection Form State Retirement Plan Examination

Unit	Years Served	Services Performed
Stokes County Schools Danbury, North Carolina	10+	Financial Statement Audit Reconciliation of Federal and State Financial Assistance Agreed-Upon Procedures Preparation of Financial Statements
Vance County Schools Henderson, North Carolina	2	Financial Statement Audit Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements
Wake County Public Schools Raleigh, North Carolina	1	Financial Statement Audit Reconciliation of Federal and State Financial Assistance CAFR Assistance
Winston-Salem/Forsyth County Schools Winston-Salem, North Carolina	10+	Financial Statement Audit Reconciliation of Federal and State Financial Assistance Preparation of Financial Statements State Retirement Plan Examination

7. If the Auditor anticipates the use of outside consultants please provide a list of the firm name, principals, and services to be provided.

DHG will not use outside consultants.

8. Completed Form W9

A completed Form W9 can be found in Appendix D.

9. Completed E-Verify document.

A completed E-Verify document can be found in Appendix E.

10. Documentation of the Firm's most recent peer review

Our most recent peer review report can be found in Appendix F.

11. Insurance shall be required for the selected firm to be maintained at the Firm's expense and shall include professional liability (E&O). The selected firm will be asked to provide this information or a certificate of insurance upon execution of the contract.

Over the course of our more than 50-year history, DHG has maintained the financial strength and liquidity necessary to serve our clients. In the opinion of the firm's counsel, DHG has adequate coverage for general liability and other insurance claims. The firm has a standard policy with an independent insurance carrier, which includes a normal deductible. No breaks in coverage due to changes in insurers or other events have occurred. If necessary, we are willing to provide you with a certificate of insurance.

12. Provide a list of four references of current or prior governmental audit clients. Please provide name, title, addresses and telephone numbers.

Please feel free to contact any of our references listed below.

Unit	Contact
City of Winston-Salem 1011 N. Main St. Winston-Salem, North Carolina 27101	Lisa Saunders Chief Financial Officer 336.747.6911
Town of Kernersville Post Office Drawer 728 Kernersville, North Carolina 27285	Franz Ader Finance Director 336.922.0504
Piedmont Authority for Regional Transportation 107 Arrow Road Greensboro, North Carolina 27409	Connie Conklin Chief Financial Officer 336.291.4320
Town of Carrboro 301 West Main Street Carrboro, North Carolina 27510	Arche McAdoo Finance Director 919.918.7439

appendix a: about our firm

DHG is a CPA and advisory firm offering assurance, tax and advisory services. As a Top 20 accounting and advisory firm headquartered in Charlotte, North Carolina, we combine deep experience with a strong commitment to personal service.

We have more than 2,000 professionals in 13 states and 250 partners and principals who direct these resources to your best advantage. We devote significant effort and resources to keeping ourselves and our clients abreast of new and evolving technical pronouncements, industry trends, and federal, state and local laws. We are passionate about helping our clients succeed - and we do so through a resourceful approach to solving problems, providing solutions and helping our clients achieve their goals.



2,000+

People, including
250 Partners
/ Principals



TOP 20

One of the top 20
largest accounting
firms in the U.S.



13

States with offices
that serve clients
across the U.S.

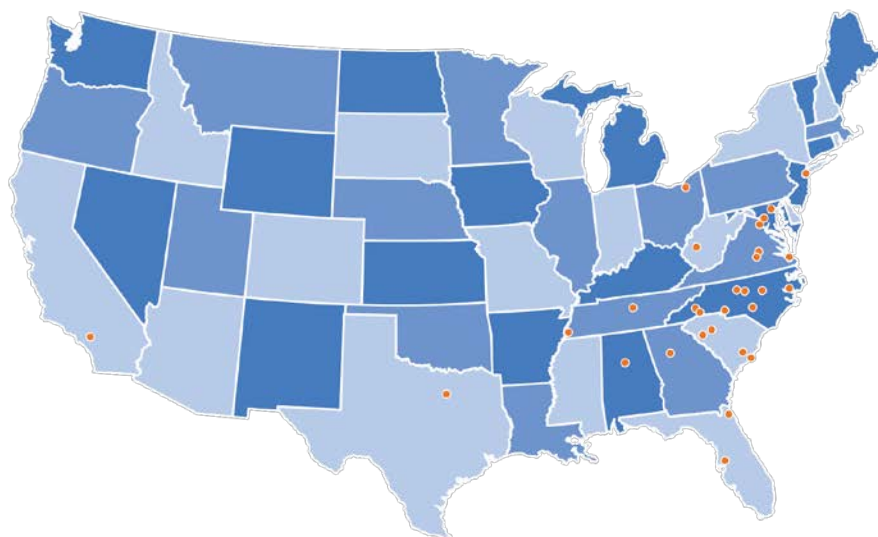


50

Serving clients
across all 50 states
and internationally



Member of Praxity™, an international alliance of independent accounting firms that offers multinational clients access to resources around the world.



THERE WHEN IT COUNTS

- Experienced professionals who understand your industry
- Significant partner involvement
- Ongoing communication to avoid surprises
- Focused on business risks and their impact on your entity
- Accessible, responsive, hands-on style
- Customized service vs. one-size-fits-all approach
- Big Four alternative

OUR STRATEGY



PERFORMANCE



TALENT



LEADERSHIP



GROWTH



SERVICE

OUR VALUES



TRUST



RELATIONSHIPS



PASSION



INNOVATION



appendix b: client service team

We have an obligation to you, ourselves, and the profession to stay current with industry developments.

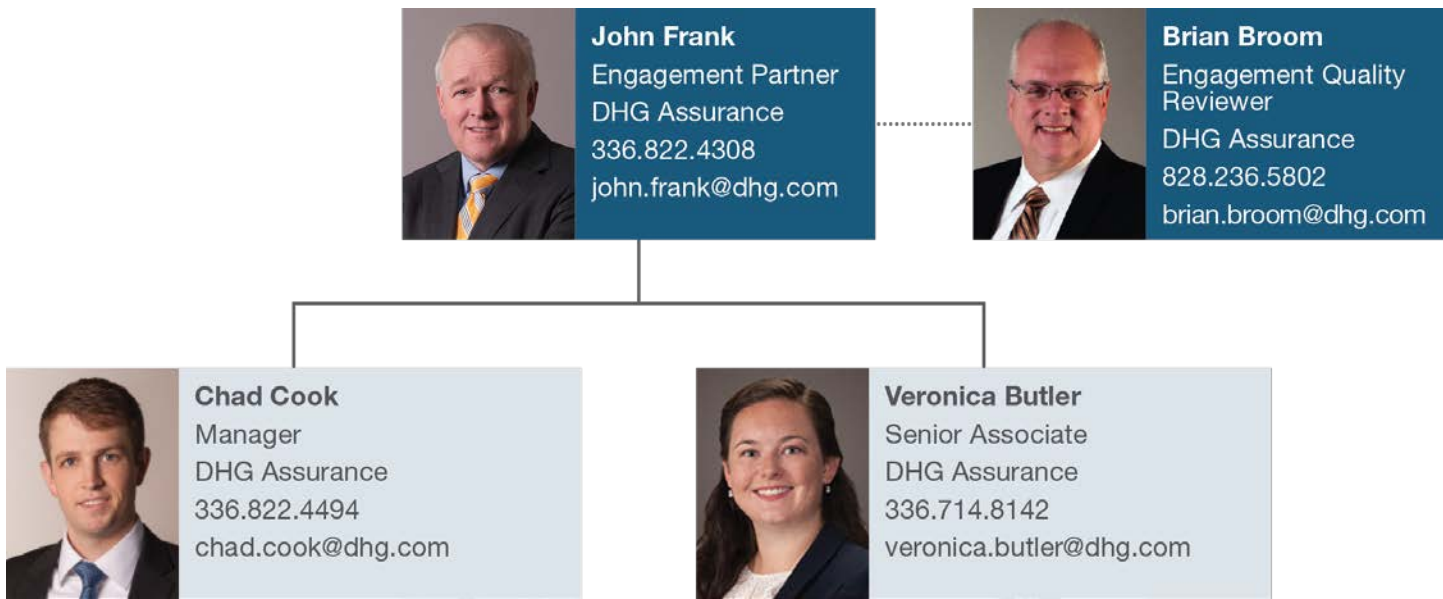
At DHG, we pride ourselves on our ability to commit professionals with the necessary knowledge and industry understanding to serve the unique needs of each client. Our industry leaders are more than thought leaders; they are engaged client service team members with the unique ability to provide insight on your company, your competition and your market. We are mindful of current legislative initiatives at both federal and state levels, monitoring this activity to ensure continuing compliance with all applicable guidance.

KEY ENGAGEMENT TEAM MEMBERS

Your Triad-based service team will be comprised of the following professionals:

- John Frank, Engagement Partner
- Brian Broom, Engagement Quality Reviewer
- Chad Cook, Manager
- Veronica Butler, Senior Associate

Biographies of the primary members of your service team follow.



John Frank, CPA

Engagement Partner

High Point, North Carolina

Contact

336.822.4308

john.frank@dhg.com



Experience

John is an assurance partner in the High Point office and serves as Regional Quality Control Director for the Triad audit practice. Since joining the firm in 1984, John has gained a broad-based knowledge of accounting and auditing for governmental entities and closely held companies and their owners. During his career, he has developed a strong working knowledge of a number of industries including local governments, manufacturing, furniture, and construction and real estate. Admitted to partnership of the firm in 1997, he has assisted governmental clients with various accounting and financial reporting issues including CAFR preparation, accounting for debt issuances, grant compliance and reporting, agreed-upon procedures engagements, and internal control assessments. Additionally, John serves as concurring review partner on numerous governmental audit engagements throughout the firm.

Professional and Civic Involvement

- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)
- High Point Chamber of Commerce, Treasurer
- Immaculate Heart of Mary Church, Finance Committee

Licenses and Certifications

- NC Certified Public Accountant #15854

Education

- University of North Carolina at Chapel Hill, Bachelor of Science, Business Administration, concentration in Accounting

John Frank, CPA (Continued)

Governmental Experience

John serves as Engagement Partner for the following governmental audits:

Audit	Year(s) Served
City of Winston-Salem	2
Town of Aberdeen	3
Town of Biscoe	3
Town of Carrboro	10+
Town of Hillsborough	10+
Town of Jamestown	10+
Town of Kernersville	10+
Town of Oak Ridge	10+
Town of Siler City	3
Town of Southern Pines	3
Village of Pinehurst	3
Carrboro Tourism Development Authority	3
Sandhills Center for Mental Health	3
Hillsborough Tourism Development Authority	4
Hillsborough Tourism Board	4
Mount Airy/Surry County Airport Authority	3
Piedmont Authority for Regional Transportation	10+

Governmental CPE

John has attended the following governmental-related courses over the past three years:

Course	Date(s)
Cultivate 2017 Audit Technical Conference	2017
Excellence in Assurance	2016, 2017, 2018
GASB No. 75	2016
Governmental GAAP	2016
Housing and Urban Development: An Auditing Introduction	2016
Local Government Conference	2016, 2017, 2018
Navigate: Governmental and Not-for-Profit Technical Conference (Instructor)	2018
Single Audit Training (instructor)	2017, 2018

Brian Broom, CPA

Governmental Industry Leader

Asheville, North Carolina

Contact

828.236.5802

brian.broom@dhg.com



Experience

Brian Broom is an Audit Director in our Asheville, North Carolina office, and has over 25 years of auditing experience. During his career, Brian has concentrated in working with governmental and not-for-profit entities. Brian currently serves on the NCACPA Governmental Accounting and Auditing Committee (GAAC). This committee addresses issues that affect governments in North Carolina and plans continuing education courses offered by the NCACPA. Brian has served on the GAAC since its inception and he is the current chairman of the Local Government Conference Subcommittee. Brian has participated as a speaker at various governmental conferences and has been an instructor in the firm's in-house training sessions for governmental auditing. Brian has served as a member of the Certificate of Excellence Panel of Review for the Association of School Business Officials International and was responsible for reviewing selected submissions of comprehensive annual financial reports for the Certificate of Excellence Program. Brian also serves on United Way's Financial Review Team, where he monitors the financial health of selected recipients of United Way funding. Brian has assisted various types of governments on a variety of consulting projects, including his role as governmental consultant to Aquino, De Córdova, Alfaro & Co., LLP, in Puerto Rico, where he consulted on several audits including the Municipality of San Juan and the Puerto Rico Department of Education.

Professional and Civic Involvement

- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)
- North Carolina Governmental Accounting and Auditing Committee
- Local Government Conference Subcommittee - Chairperson
- Leukemia & Lymphoma Society's Light the Night Corporate Chair - 2007-2008
- United Way Financial Review Team

Licenses and Certifications

- NC Certified Public Accountant #18921

Education

- Western Carolina University, Bachelor of Science, Business Administration

Brian Broom, CPA (Continued)

Governmental Experience

Brian has recently served as the Engagement Director for the following governmental audits:

Audit	Years Served
Asheville City Schools	20+
Asheville-Buncombe Technical Community College	3
Cherokee Boys Club	20+
Cherokee Broadband Enterprise	1
Cherokee Preservation Foundation	4
City of Bessemer City	2
Eastern Band of Cherokee Indians	3
Graham County Schools	4
Haywood County	7
Haywood County Tourism Development Authority	7
Isothermal Planning and Development Commission	2
Jackson County	2
Jackson County Schools	5
Polk County	4
Sanford-Lee County Regional Airport Authority	1
Southwestern North Carolina Planning and Economic Development Commission	2
Yancey County	20+
Yancey County Schools	8

Governmental CPE

Brian has attended and/or taught the following governmental-related courses over the past three years:

Course	Date(s)
Governmental Audit Quality Center Annual Update	2016, 2018
Local Government Conference	2016, 2017, 2018
Excellence in Assurance	2016, 2017
Annual Governmental GAAP Update	2016, 2017
Single Audit Training	2017
Governmental Accounting and Auditing Update	2017, 2018
Not-for-Profit Accounting and Auditing Update	2017
Top Ten Topics in Governmental Accounting and Auditing	2018
Navigate: Governmental and Not-for-Profit Technical Conference	2018

Chad Cook, CPA

Engagement Manager

High Point, North Carolina

Contact

336.822.4494
chad.cook@dhg.com



Experience

Chad has eight years of public accounting experience in the areas of audit and accounting. Chad has provided accounting services for a variety of governmental clients from large to small, as well as several other clients in the affordable housing industry, real estate industry, construction industry, and non-profit sectors. These services range from financial statement audits, compliance audits (including those under the Uniform Guidance and North Carolina Single Audit Implementation Act), agreed-upon procedure reports, cost certifications, evaluation of internal controls, and the supervision and guidance of staff performing these services. Further, Chad has experience performing services which ensure compliance with government and other regulatory restrictions in conjunction with financial statement audits.

Chad's responsibilities at DHG include planning and performing audit and agreed-upon procedure engagements, including audits in accordance with GAGAS, Uniform Guidance, and HUD audit guidelines. He also is responsible for working effectively with audit associates and interns in the areas of training, supervising, and reviewing their work. For the past two years, Chad has served as trainer for the firm-wide annual governmental and non-profit training, which includes training on single audits, GASB updates, and GAGAS.

Professional and Civic Involvement

- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)
- Family Service of Greensboro Foundation, Board Member

Licenses and Certifications

- NC Certified Public Accountant #37209

Education

- Appalachian State University, Master of Science, Accounting
- Appalachian State University, Bachelor of Science in Business Administration, Accounting

Chad Cook, CPA (Continued)

Governmental Experience

Chad serves as the Engagement Manager on the following governmental audits:

Audit	Year(s) Served
City of Winston-Salem	2
Town of Southern Pines	3
Town of Carrboro	3
Town of Hillsborough	4
Town of Jamestown	3
Town of Oak Ridge	4
Town of Siler City	1
Bald Head Island Transportation Authority	1
Carrboro Tourism Development Authority	3
Hillsborough Tourism Board	4
Hillsborough Tourism Development Authority	4
Mount Airy/Surry County Airport Authority	3
Piedmont Authority for Regional Transportation	4

Governmental CPE

Chad has attended the following governmental-related courses over the past three years:

Course	Date(s)
Advanced Auditing of HUD-Assisted Projects	2017
Audit of HUD-Assisted Projects	2017
Audits of HUD - A Refresher	2017
Compliance Auditing from Start to Finish	2016
Excellence in Assurance	2016-2018
Local Government Conference	2016-2018
Navigate: Governmental and Not-For-Profit Technical Conference (Instructor)	2018
Nonprofit, Government and Compliance Update	2016
Single Audit and Uniform Guidance Update	2016

Veronica Butler, CPA

Engagement Senior Associate

Winston-Salem, North Carolina

Contact

336.714.8142

veronica.butler@dhg.com



Experience

Veronica is a Senior Associate in the Assurance Services Practice in the Triad Market. She has over four years of experience working with nonprofit and governmental clients, and has served clients in the renewable energy industry and employee benefit plan industry. Her experience includes Single Audit and OMB Uniform Guidance compliance, USDA RUS compliance, fund and governmental accounting, and financial reporting. Veronica will assist in planning, performing and reviewing audit procedures, in addition to supervising staff. She will draft audit deliverables including financial statements, footnotes and letters to management.

Professional and Civic Involvement

- American Institute of Certified Public Accountants (AICPA)
- North Carolina Association of Certified Public Accountants (NCACPA)
- Kernersville Chamber of Commerce Leadership Kernersville Program Graduate

Licenses and Certifications

- NC Certified Public Accountant #40982

Education

- University of North Carolina at Chapel Hill, Bachelor of Science, Geological Sciences
- University of North Carolina at Chapel Hill, Master of Accounting

Veronica Butler (Continued)

Governmental Experience

Veronica serves as the Engagement Senior Associate on the following governmental audits:

Audit	Year(s) Served
Town of Carrboro	3
Town of Kernersville	3
Winston-Salem/Forsyth County Schools	1

Governmental CPE

Veronica has attended the following governmental-related courses over the past three years:

Course	Date(s)
Audit Staff Training Level 2	2016
Audit Staff Training Level 3	2017
Audit Staff Training Level 4	2018
Excellence in Assurance	2016-2018
Introduction to Government Accounting, Financial Reporting and Financial Statement Analysis	2017
Local Government Conference	2018
Single Audit Training	2017



appendix c: DHG partner listing

Name	Engagement Role	Title	Office
Trey Ackerman	Tax-Federal Specialty	Partner	Charlotte-SouthPark
Wesley Allen	Assurance Services	Director	Charlotte-SouthPark
Heather Alley	Professional Standards	Partner	Firm Administration
Chuck Alt	Firm Management	Principal	Firm Administration
Steve Amigone	Tax-International Special	Principal	Winston-Salem
Gina Anderson	Assurance Services	Director	Baltimore
Ken Anderson	Sales/Bus Development	Director	SBD-South Corp
Denny Ard	Professional Standards	Partner	Firm Administration
Tripp Bacon	Risk Advisory	Principal	South Risk Advisory
David Baggett	Assurance Services	Partner	Memphis
Allison Ballard	Assurance Services	Partner	Charleston, WV
Hugh Barlow	Tax	Partner	Newport News
Kelli Batianis	Tax-Federal Specialty	Director	Charlotte-SouthPark
Aprille Bell	Assurance Services	Partner	Winston-Salem
Chris Bennett	Assurance Services	Partner	Richmond
Brad Benton	Healthcare Admin	Partner	HCC-National Office
Gunnar Bergstrom	Resource Advisors-Admin	Principal	Resource Advisors
Jeff Bernstein	Tax	Partner	Gaithersburg
Scott Berte	Assurance Services	Partner	Birmingham
Jeremy Betsill	Assurance Services	Partner	Charleston, SC
Amy Bibby	Tax	Partner	Asheville
Brett Bond	DHG Corporate Finance	Director	Firm Administration
Jeff Booth	Healthcare Consultant	Principal	HCC-National Strategy
Thomas Boothby	Assurance Services	Partner	High Point
Jason Borden	Tax	Partner	Memphis
Michael Bordoni	Risk Advisory	Partner	South Risk Advisory

Name	Engagement Role	Title	Office
David Botzis	Tax	Partner	Charleston, SC
John Bowles	DTS-Administration	Director	Firm Technology
Robert Bradham	Tax	Partner	Charleston, SC
JD Brewer	Healthcare Consultant	Principal	HCC-National Strategy
Scott Brewer	Tax	Partner	Pinehurst
Scott Brezler	Assurance Services	Partner	Tysons Corner
John Brock	Transaction Advisory Serv	Partner	Atlanta
Randy Brodd	Assurance Services	Partner	Raleigh
Brian Broom	Assurance Services	Director	Asheville
Robbie Brower	Assurance Services	Partner	Charlotte-SouthPark
Jeff Bryan	Professional Standards	Partner	Firm Administration
Tony Buffkin	Tax-SALT Specialty	Director	Charlotte-SouthPark
Chad Bullard	Tax	Director	Atlanta
Paul Burke	Tax	Partner	Tysons Corner
Rich Burke	Tax	Partner	Richmond
Brian Burns	Forensics & Valuation Services	Director	Richmond
Angela Cain	Assurance Services	Partner	Richmond
Roxanne Caldwell	Tax	Partner	Greenville, SC
Kevin Callaway	Healthcare Consultant	Principal	HCC-Reimbursement
Brian Carlton	Tax	Partner	Tysons Corner
Marie Castro	Assurance Services	Partner	Fort Worth
Natalie Centeno	Tax	Partner	Charlotte-SouthPark
Lori Charlebois	Assurance Services	Partner	Gaithersburg
Matt Church	Assurance Services	Partner	Charlotte-Uptown
Anthony Clark	Assurance Services	Partner	Memphis
Nathan Clark	Professional Standards	Partner	Charlotte-SouthPark
Renee Clark-Haag	Tax	Director	Winston-Salem
Lori Cochran	Assurance Services	Partner	Richmond
Rich Coughlan	Healthcare Consultant	Director	HCC-Finance

Name	Engagement Role	Title	Office
Heather Cozart	Assurance Services	Partner	Raleigh
Michael Crawford	Firm Management	Partner	Firm Administration
Mitch Crisp	Assurance Services	Partner	Asheville
Mark Crocker	Assurance Services	Partner	Greenville, SC
Caron Crouse	Assurance Services	Partner	Norfolk
Ryan Crowe	Risk Advisory	Partner	Charlotte Risk Advisory
Kevin Dadey	Assurance Services	Director	Morgantown
Linda Dailey	Healthcare Consultant	Director	HCC-Enterprise Intelligence
John Davis	Assurance Services	Partner	Atlanta
Robert Davis	Tax	Partner	Memphis
Seth Davis	Tax	Partner	Tysons Corner
Buddy Dearman	Tax	Partner	Memphis
Rob deLorimier	Tax	Partner	Tysons Corner
David Dills	Tax	Partner	Asheville
Don Dismuke	Tax	Partner	Atlanta
Iris Dodson	Retirement Plan Services	Partner	Norfolk
Suzanne Donner	Assurance Services	Director	Atlanta
Jim Dougherty	Tax	Partner	Baltimore
Gordon Douglas	Tax	Partner	Greenville, NC
Dan Duir	Assurance Services	Partner	Los Angeles
Kevin Dyck	Assurance Services	Partner	Charlotte-SouthPark
Dan Edelman	Forensics & Valuation Services	Partner	Jacksonville
Matthew Edelman	Tax	Partner	Jacksonville
Charles Edge	Tax-International Special	Partner	Asheville
Joshua Elliott	Tax-Federal Specialty	Partner	Greenville, SC
David Evans	Tax	Partner	South Corp
Larry Evans	Tax	Partner	Atlanta
Norlin Evans	Risk Advisory	Director	South Risk Advisory
Jim Ewart	Forensics & Valuation Services	Director	Charlotte-SouthPark

Name	Engagement Role	Title	Office
Marcus Fariss	DHG Corporate Finance	Director	Firm Administration
Stephanie Fenner	Tax	Director	Gaithersburg
Bob Fitzula	Tax	Partner	Charlotte-SouthPark
Jonathan Forgy	Tax	Partner	Los Angeles
Jared Forman	Risk Advisory	Principal	New York City Risk Advisory
John Frank	Assurance Services	Partner	High Point
Steven Frank	Transaction Advisory Serv	Partner	Tysons Corner
Mary Frazier	Firm Management	Director	Firm Administration
Leslie Fry	Tax	Partner	Fort Worth
Gregg Funkhouser	Tax	Partner	Tysons Corner
Karen Furstenberg	Risk Advisory	Partner	Charlotte Risk Advisory
Liz Gantnier	Assurance Services	Partner	Baltimore
Jennifer George	Professional Standards	Partner	Firm Administration
Keith Giddens	Tax	Partner	Charlotte-SouthPark
Peter Giroux	Tax-SALT Specialty	Partner	Atlanta
Frank Graham	Internal Accounting	Director	Firm Administration
Gary Greer	Assurance Services	Partner	Charlotte-SouthPark
Barry Gumb	Tax	Partner	Charleston, SC
Hal Guthrie	Healthcare Consultant	Partner	HCC-Reimbursement
Jeff Hackman	Assurance Services	Partner	Atlanta
Jimmy Haggard	Tax	Partner	Newport News
Lori Haley	Assurance Services	Partner	Birmingham
David Hall	Healthcare Consultant	Partner	HCC-Reimbursement
Michael Hanger	Tax	Partner	Norfolk
Bill Hannah	Healthcare Consultant	Principal	HCC-National Strategy
Jon Hansen	Assurance Services	Partner	Charlotte-SouthPark
Charlie Hanshaw	Assurance Services	Partner	Charleston, WV
Nick Harrison	Tax	Partner	Richmond
Tom Hazelwood	Assurance Services	Partner	Winston-Salem

Name	Engagement Role	Title	Office
Blaine Hegner	Tax	Partner	Tysons Corner
Sarah Hemmings	Human Resources	Director	Firm Administration
David Henderson	Tax-Federal Specialty	Partner	Charlotte-SouthPark
Amy Hilliard	Assurance Services	Director	Raleigh
Dave Hinshaw	Professional Standards	Partner	Firm Administration
Deborah Holzmark	Healthcare Consultant	Director	HCC-National Strategy
Kip Hooker	Tax	Partner	Charleston, SC
Kathe Hoots	Healthcare Consultant	Partner	HCC-Reimbursement
Paul Hopkins	Assurance Services	Partner	Memphis
Christina Howard	Risk Advisory	Partner	Charlotte Risk Advisory
John Iannotti	Tax-SALT Specialty	Partner	Charlotte-SouthPark
Jim Jarrett	Tax	Partner	Tysons Corner
David L. Johnson	Assurance Services	Partner	Tysons Corner
Melanie Johnson	Tax	Partner	Asheville
Harry Johnston	Tax	Partner	Spartanburg
Wanda Justus	Healthcare Consultant	Principal	HCC-Enterprise Intelligence
Jorg Kaltwasser	Tax	Partner	Memphis
Mike Kelly	Assurance Services	Partner	Greenville, SC
Warren Kitchens	Tax-Cost Segregation	Director	Atlanta
Jeff Kitterman	Assurance Services	Partner	Memphis
Gary Kitts	Retirement Plan Services	Partner	Norfolk
Lynn Kline	Internal Accounting	Director	Firm Administration
Ken Knight	Assurance Services	Partner	Tampa Bay
Cindy Kochersperger	Retirement Plan Services	Partner	Norfolk
Janice Kong	Transaction Advisory Serv	Director	Tysons Corner
Tom Kremer	Tax	Partner	Raleigh
Adam Lawyer	Assurance Services	Partner	Fort Worth
Brad Ledford	Search Advisors-Admin	Director	Search Advisors
Lisa Legeer	Healthcare Consultant	Principal	HCC-Finance

Name	Engagement Role	Title	Office
Cheryl Levesque	Risk Advisory	Partner	New York City Risk Advisory
Jeff Lewis	Professional Standards	Partner	Firm Administration
Scott Linch	Transaction Advisory Serv	Partner	Charlotte-Uptown
Wayne Little	Healthcare Consultant	Partner	HCC-Revenue Cycle and Compliance Services
Richard Livingston	Forensics & Valuation Services	Director	Charleston, SC
Kevin Locke	Healthcare Consultant	Principal	HCC-National Strategy
Effin Logue	Human Resources	Director	Firm Administration
Paul Lundy	Assurance Services	Partner	Atlanta
Cindy MacAulay	Forensics & Valuation Services	Director	Memphis
Allen Magee	Tax	Partner	Atlanta
Louis Mannello	Risk Advisory	Partner	New York City Risk Advisory
Luke Martonik	Assurance Services	Partner	Tysons Corner
Chris Masone	Healthcare Consultant	Principal	HCC-Enterprise Intelligence
Rick Matthews	Assurance Services	Partner	Norfolk
John May	Tax	Partner	Memphis
John McDowell	Tax	Partner	Norfolk
George McLaughlin	Healthcare Consultant	Director	HCC-Enterprise Intelligence
Cindy McMaster	Tax	Partner	Richmond
Walter McNairy	Assurance Services	Partner	Raleigh
Don McNeill	Assurance Services	Partner	Raleigh
John Meachum	Tax	Partner	Greenville, SC
Trent Messick	Healthcare Consultant	Partner	HCC-Reimbursement
Rand Meyer	Assurance Services	Partner	Atlanta
Curt Miller	Assurance Services	Partner	Birmingham
Norman Mosrie	Assurance Services	Partner	Charleston, WV
David Motsinger	Assurance Services	Partner	Charlotte-SouthPark
Beth Mullins	Healthcare Consultant	Principal	HCC-National Strategy
Elizabeth Murphy	Tax	Partner	Charlotte-SouthPark
Rodney Murray	IT Advisory	Principal	Charlotte-SouthPark

Name	Engagement Role	Title	Office
Joe Nadder	Tax	Partner	Richmond
Kelly Necessary	Tax-Federal Specialty	Partner	Charlotte-SouthPark
Will Neeriemer	Assurance Services	Partner	Charlotte-SouthPark
Sean Nelson	Tax-Core	Partner	Charlotte-SouthPark
Brad Newkirk	Assurance Services	Partner	Tysons Corner
Mark Nicolas	Assurance Services	Partner	Memphis
Dave Niles	Assurance Services	Partner	Charlotte-SouthPark
Stuart Nofsinger	Tax	Partner	Charlotte-SouthPark
Robert Oden	Assurance Services	Partner	Newport News
Michael Osinski	Tax	Partner	Tysons Corner
Jeff Outten	Firm Management	Director	Firm Administration
Rick Paden	Tax	Partner	Raleigh
Andy Page	Healthcare Consultant	Partner	HCC-Reimbursement
Billy Parker	Assurance Services	Partner	Atlanta
Garrett Parks	Assurance Services	Partner	Baltimore
Alpa Patel	Tax	Partner	Atlanta
Don Poole	Healthcare Consultant	Principal	HCC-Reimbursement
James Proctor	Healthcare Consultant	Principal	HCC-National Strategy
Conor Quinn	Assurance Services	Partner	Baltimore
David Rainey	Tax	Partner	Greenville, SC
Jeff Rapaglia	Professional Standards	Partner	Firm Administration
Michael Rauchwarg	Tax	Partner	Asheville
Kevin Rayfield	Tax	Partner	High Point
Ben Redman	Transaction Advisory Serv	Partner	New York City
Jesse Respass	Assurance Services	Partner	Greenville, NC
Alex Rey	Forensics & Valuation Services	Director	Jacksonville
Chris Ricchiuto	Risk Advisory	Partner	Charlotte Risk Advisory
John Roberts	Assurance Services	Partner	High Point
Leslie Roberts	Assurance Services	Partner	Newport News
Bill Rogers	Risk Advisory	Principal	Charlotte Risk Advisory

Name	Engagement Role	Title	Office
David Ruffin	Loan Review Advisory	Director	Credit Risk Management
David Rutherford	Healthcare Consultant	Partner	HCC-National Strategy
Kevin Lee Ryals	Assurance Services	Partner	Charlotte-Uptown
Jim Sabella	Tax	Partner	Atlanta
Ben Sady	Risk Advisory	Director	Mid-Atlantic Risk Advisory
Ed Salek	Assurance Services	Partner	Jacksonville
Daniel Sanders	Professional Standards	Partner	Firm Administration
Robin Sawyer	Assurance Services	Partner	Atlanta
Martin Schlaeppli	Firm Management	Partner	Firm Administration
Mark Schmadtke	Risk Advisory	Partner	South Risk Advisory
Keith Seeloff	Healthcare Consultant	Partner	HCC-Finance
Jimmy Sfiris	Assurance Services	Partner	Greenville, SC
Kim Sheley	Tax	Partner	Memphis
Pat Shuler	Tax	Partner	Norfolk
Mike Skretta	Tax	Partner	Tysons Corner
Rick Slater	Tax	Partner	Charleston, WV
Jack Small	Tax-SALT Specialty	Director	Atlanta
Ashley Smith	Assurance Services	Partner	Asheville
Bill Smith	Assurance Services	Director	Asheville
Jamie Smith	Tax	Partner	Jacksonville
Matt Snow	Firm Management	Partner	Firm Administration
Teri Sowder	Tax-Federal Specialty	Director	Jacksonville
Scott Spohn	Healthcare Admin	Partner	HCC-National Strategy
Edward Stall	Healthcare Consultant	Principal	HCC-Enterprise Intelligence
Brian Steen	Forensics & Valuation Services	Principal	Winston-Salem
John Stewart	Assurance Services	Partner	Raleigh
Roy Strickland	Forensics & Valuation Services	Partner	Charleston, SC
Michael Strilesky	Healthcare Consultant	Principal	HCC-National Strategy
Jason Sullivan	Tax-International Special	Partner	Charlotte-SouthPark
Jim Sutherland	Assurance Services	Partner	Charleston, WV

Name	Engagement Role	Title	Office
Giles Sutton	Tax-Federal Specialty	Partner	Memphis
Doug Sweet	Tax	Director	Memphis
Greg Taylor	Assurance Services	Partner	Greenville, SC
Tara Theodossis	Tax	Partner	Asheville
Adam Thomas	Assurance Services	Partner	Tampa Bay
Rudy Thomas	Tax	Partner	Charleston, SC
Paul Thompson	Assurance Services	Partner	Richmond
Gary Thomson	Assurance Services	Partner	Mid-Atlantic Corp
Kelly Thrift	Assurance Services	Partner	Atlanta
Craig Tolbert	Healthcare Consultant	Principal	HCC-National Strategy
Jon Tomberlin	Assurance Services	Partner	Atlanta
Mike Trammell	Assurance Services	Partner	Spartanburg
Dennis Vick	Tax	Partner	Greenville, SC
Tamara Vineyard	Assurance Services	Partner	Tysons Corner
David Vogler	Tax	Partner	Winston-Salem
Caleb Vuljanic	Assurance Services	Partner	Tysons Corner
George Walker	Assurance Services	Partner	Norfolk
Heather Wallace	Tax	Partner	Birmingham
Rick Wallace	Healthcare Consultant	Principal	HCC-Revenue Cycle and Compliance Services
Bill Walter	Government Contracting	Director	Tysons Corner
Bill Walton	Assurance Services	Partner	Atlanta
Jed Welmaker	Tax	Partner	Asheville
Rick White	Assurance Services	Partner	Tysons Corner
Matt Whitmire	Assurance Services	Partner	Atlanta
David Wiggins	Assurance Services	Partner	Asheville
Joy Wiggins	Assurance Services	Partner	Greenville, SC
Corey Wilhelm	Transaction Advisory Serv	Partner	Charlotte-Uptown
Jonathan Wilke	Assurance Services	Partner	Fort Worth
Tracy Wilkerson	Tax	Partner	Winston-Salem

Name	Engagement Role	Title	Office
Jason Wilkinson	Tax	Partner	Raleigh
Bill Williams	Assurance Services	Partner	Baltimore
Tricia Wilson	Forensics & Valuation Services	Partner	Carolinas Corp
Sarah Windham	Tax	Partner	Charleston, SC
Lance Windley	Assurance Services	Partner	Jacksonville
Matt Wood	Tax	Partner	High Point
Perry Woodside	Forensics & Valuation Services	Director	Charleston, SC
Michael Wright	Assurance Services	Partner	High Point
Jim Yanci	Healthcare Consultant	Principal	HCC-National Strategy
Nikki Yarborough	Tax	Partner	Raleigh
Rina Yee	Assurance Services	Director	Gaithersburg
Tim York	Assurance Services	Partner	Birmingham
Andy Young	Tax	Partner	Charleston, WV
Courtney Young	Healthcare Consultant	Principal	HCC-Finance
Paul Young	Tax	Partner	Richmond
Mike Zimmerman	Risk Advisory	Principal	Charlotte Risk Advisory



appendix d: form W9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dixon Hughes Goodman LLP	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 4350 Congress Street, Suite 900	Requester's name and address (optional)
	6 City, state, and ZIP code Charlotte, NC 28209	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][][][] - [][][][][][][][][][] 5 6 - 0 7 4 7 9 8 1
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>James F. Graham</i>	Date ► 12/5/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



appendix e: completed e-verify document

AFFIDAVIT OF COMPLIANCE

STATE OF NORTH CAROLINA

CITY OF GOLDSBORO with N.C. E-Verify Requirements

1. I am over the age of 18 years old and of sound and competent mind.
2. I am the Partner (Owner, President, Manager, CEO, etc.) of Dixon Hughes Goodman LLP, the Employer, and possess the full authority to speak for and on behalf of the Employer.
3. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of Article 2, Chapter 64 of North Carolina General Statutes.
4. Employer will make all pertinent records available for review by the City of Goldsboro and shall provide information concerning any change in its status pursuant to Article 2, Chapter 64 of North Carolina General Statutes.
5. I have personal knowledge of all facts attested herein.
6. Further this affiant saith not.

Dixon Hughes Goodman LLP

Employer Name

John A. Frank

Affiant Signature

John A. Frank, Partner

this the 24th day of April, 2019.

Affiant Printed Name and Title

The person whose name appearing above appeared before me on the date listed above and displayed sufficient proof of identification and signed above affirming the statements contained herein.

24th day of April, 2019.

My Commission Expires: November 11, 2019

Sheryl Stephens

Notary Printed Name

Sheryl Stephens

Notary Signature

(Affix Official/Notarial Seal)





appendix f: peer review report



8550 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809
225-922-4600 Phone - 225-922-4611 Fax - pncpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Dixon Hughes Goodman LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Uniform Guidance; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dixon Hughes Goodman LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 11, 2017



John Frank, Partner
Assurance Services
john.frank@dhg.com
336.822.4308

Assurance | Tax | Advisory | dhg.com

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Appointment of Deputy Finance Officer, Andrea Thompson

BACKGROUND: G.S. §159-28, the preaudit statute, requires that the Finance Officer or duly appointed Deputy Finance Officer to ensure that sufficient budget exists before authorizing an expenditure, moneys are appropriated to pay amounts due in the fiscal year, encumber contracts against appropriations, and affix a preaudit certificate to purchase orders and agreements.

The Charter for the City of Goldsboro authorizes the City Manager to appoint the Finance Director. General Statute however, requires that a Deputy Finance Officer must be appointed by the Board.

DISCUSSION: With the recent retirement of Ms. Kaye Scott, Finance Director, and Ms. Kim Dawson, Assistant Finance Director, it is necessary to appoint a Deputy Finance Officer for the City to act if the Finance Director is unavailable.

Ms. Andrea Lovelace Thompson has filled Ms. Dawson's position effective February 25, 2019. Ms. Thompson has over 25 years of experience in governmental accounting and has Masters Degree in Business Administration and a Bachelors Degree in Accounting.

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

1. Adopt attached resolution authorizing the appointment of Andrea Lovelace Thompson as the Deputy Finance Officer.

Date: 5/13/2019



Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019-

**RESOLUTION NAMING ANDREA LOVELACE THOMPSON
AS DEPUTY FINANCE OFFICER**

WHEREAS, North Carolina General Statute §159-24 specifies and directs that each local government shall appoint a Finance Officer to hold office and carry out the duties prescribed by law; and

WHEREAS, Charter for the City of Goldsboro provides for the appointment of the Finance Director by the City Manager; and

WHEREAS, Catherine F. Gwynn has so been designated Finance Director effective January 30, 2019; and

WHEREAS, Council wishes to ensure the continuity and continuation of financial operations and adhere to requirements General Statute §159-24 in the absence or disability of the Finance Officer; and

WHEREAS, North Carolina General Statute §159-28 requires that a Deputy Finance Officer designated for the purpose of signing the pre-audit certificate, must be so approved and designated by resolution of the Board, and

WHEREAS, the City Council is of the opinion that Andrea Lovelace Thompson possesses the requisite knowledge, experience and qualifications to serve as the Deputy Finance Officer for the City of Goldsboro.

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

1. Andrea Lovelace Thompson is hereby appointed as the Deputy Finance Officer with the full power and authority to act in the place and stead of the Finance Officer in the event of absence or disability of the appointed Finance Officer.
2. Any past resolution appointing a Deputy Finance Officer is hereby repealed.

This Resolution is effective upon its adoption this ____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING

SUBJECT: Establishing a Capital Projects Fund Ordinance – Tiger VIII Grant Projects (G1103)

BACKGROUND: The City of Goldsboro will receive grant funding through the Transportation Investment Generating Economic Recovery Grant Program (TIGER). The City will receive the \$5,000,000 award to support the following projects:

- 1) Center Street Streetscape Project
- 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse
- 3) The HUB (Formerly known as Cornerstone Commons)
- 4) Wayfinding Signage System Fabrication & Installation

The City has committed to match 20%, which is \$1,755,751. We are working on a loan in the amount of \$1,500,000 to fund the City's share and a cash match of \$275,751.

The City last adopted the TIGER V Capital Project Fund in August, 2014 for a \$10,000,000 grant award with a \$4,615,785 local match for a total project of \$14,615,785.

DISCUSSION: The executed agreement has been received by the City. The City must begin construction work prior to May 31, 2019 in order to meet required milestones in the grant agreement. The budget ordinance is presented so that appropriations exist and contracts may then be let.

RECOMMENDATION: It is recommended that the attached Capital Projects Fund Ordinance be established in the amount of \$6,755,751.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

ORDINANCE NO. 2019-

AN ORDINANCE ESTABLISHING THE CAPITAL PROJECTS FUND FOR THE
FY2016 TIGER DISCRETIONARY GRANT CAPITAL PROJECT FUND (G1103)

WHEREAS, the City of Goldsboro desires to provide for the welfare of its citizens, businesses and visitors by encouraging economic development by private investment; and

WHEREAS, it is necessary to fulfill this purpose by providing capital investments in surface transportation and infrastructure that will have a significant impact on Goldsboro, Wayne County and the surrounding region; and

WHEREAS, the City of Goldsboro has applied for and been awarded a 2016 TIGER Discretionary Grant (award number 7244-2017-1) in the amount of \$5,000,000 from the US Department of Administration Federal Transit Administration (FTA) to carry out the project described in the technical application titled “Goldsboro Main Street™ Revitalization Through Transportation Investment II”; and

WHEREAS, the City of Goldsboro has received the signed and executed grant agreement with the USDOT and must commence work on the project no later than May, 31, 2019; and

WHEREAS, the City of Goldsboro Statement of Work shall generally cover four major projects. 1) Center Street Streetscape; 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse (GWTA Concourse Construction; 3) The HUB (formerly known as Cornerstone Commons); 4) Wayfinding Signage System Fabrication & Installation; and

WHEREAS, it is necessary to appropriate the funds for these projects for design and construction expenditures, and costs of debt issuance so that contracts may be let and the City may begin fulfilling the terms of the grant; and

WHEREAS, the expenditures will be funded with revenues from a federal grant and the City’s required 20% local match will be funded with debt proceeds and a transfer from the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the Fy2016 TIGER Discretionary Grant Capital Project Fund (G1103) be established by:

1. Establishing the anticipated revenues:

Federal Award	\$5,000,000
Loan Proceeds	1,500,000
Transfer General Fund	<u>275,751</u>
Total Revenues	\$6,775,751

2. Establishing the anticipated expenditure:

Construction and Design	\$6,755,751
Debt Issuance Costs	<u>20,000</u>
Total Expenditures	\$6,775,751

3. This Ordinance shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019

SUBJECT: Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project.

BACKGROUND: In 2007, the City of Goldsboro did a temporary repair to the Corps of Engineers' flood control structure expecting more substantial repairs to follow by the Corps in 2010. No federal funding for the repair has occurred. Again, the Corps flood control structure is in serious need of repairs, and in 2015, the City of Goldsboro did another temporary repair to the Corps of Engineers flood control structure to protect its water supply, and jointly moved forward with the Army Corps of Engineers 1135 Project study. (The City of Goldsboro conducted an intake feasibility study in 2016 to determine costs to relocate the water intake structure. The study determined that estimated costs for relocation to a deeper part in the Neuse River would be around \$6,000,000.)

DISCUSSION: The flood control cutoff channel has become a main stem of the river when flows are over 3-feet. Entering into an agreement as a non-federal sponsor will aid the Army Corp of Engineers in rebuilding the flood control structure, in addition to raising it from 3-feet to 5-feet. The cost of this project has been budgeted into FY 18-19 and is estimated to be 10% of the cost of relocating the intake structure. This project should send more water and velocity down the main stem of the Neuse River past the intake structure and should aid in water depth and sedimentation scouring.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing the Mayor and the City Clerk to execute a Project Partnership Agreement with the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: _____

Timothy M. Salmon, City Manager

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING EXECUTION OF PROJECT PARTNERSHIP
AGREEMENT WITH U.S. ARMY CORPS OF ENGINEERS FOR THE NEUSE
GOLDSBORO CAP SECTION 1135 PROJECT

WHEREAS, the U.S. Army Corps of Engineers is seeking a non-federal sponsor for the Neuse Goldsboro CAP Section 1135 Project; and

WHEREAS, The City of Goldsboro's intake structure needs greater river depth and velocity; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to enter into the Project Partnership Agreement with the U.S. Army Corps of Engineers.

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 Project Partnership Agreement with the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project.
2. This Resolution shall be in full force and effect from and after this 20th day of May, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF GOLDSBORO, NC
FOR
NEUSE RIVER-GOLDSBORO SECTION 1135 PROJECT MODIFICATION
FOR IMPROVEMENT OF THE ENVIRONMENT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Engineer and the City of Goldsboro, NC (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the Goldsboro, Neuse River, N.C. Federal Project, (hereinafter the “Existing Project”) at Goldsboro, North Carolina was completed by the Government in 1948;

WHEREAS, Section 1135(b) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2309a) (hereinafter “Section 1135”), authorizes the Secretary to undertake certain modifications to the Existing Project to restore or improve environmental quality;

WHEREAS, pursuant to the authority provided in Section 1135, design and construction of the Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment (hereinafter the “Project”, as defined in Article I.A. of this Agreement) to modify the Existing Project was approved by the Division Commander for South Atlantic Division (hereinafter the “Division Commander”) on May 4, 2018;

WHEREAS, Section 1135 specifies the cost-sharing requirements applicable to the Project;

WHEREAS, the Non-Federal Sponsor has waived reimbursement for the value of real property interests and relocations that exceeds 25 percent of construction costs;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 1135 may not exceed \$10,000,000;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor’s full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that

Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means the construction of a new weir at elevation 58 feet at North American Vertical Datum 88, as generally described in the Final Detailed Project Report and Environmental Assessment, Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment, dated May, 2018 and approved by the Division Commander on May 4, 2018 (hereinafter the “Decision Document”).

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction, including cost shared monitoring and adaptive management, if any; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or additional work; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Wilmington District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

F. The term “cost shared monitoring” means those activities, including the collection and analysis of data, for a period not to exceed 10 years, that the Government identifies as necessary to determine if predicted outputs of the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Decision Document. The term does not

include monitoring after the Division Commander has determined that ecological success has been achieved or monitoring beyond the 10-year period, with any such monitoring the responsibility of the Non-Federal Sponsor, at no cost to the Government.

G. The term “cost shared adaptive management” means physical modifications to the Project, in response to the cost shared monitoring results to ensure the functionality and benefits of the Project are garnered, as explicitly described in the performance standards section of the adaptive management plan or other sections in the Decision Document. The term does not include operational changes, which are the responsibility of the Non-Federal Sponsor, at no cost to the Government, as part of operation and maintenance of the Project.

H. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

I. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

J. The term “Federal Participation Limit” means the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

K. The term “additional work” means items of work related to, but not cost shared as part of, the Project that the Government will undertake on the Non-Federal Sponsor’s behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. However, if after completion of the design portion of the Project the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E.

B. The Non-Federal Sponsor shall contribute 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction, operation, and maintenance of the Project.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, excluding cost shared monitoring and adaptive management, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the “OMRR&R Manual”) and copies of all as-built drawings for the completed work. The Government shall provide the Non-Federal Sponsor with an updated OMRR&R Manual and as-built drawings, as necessary, based on the cost shared monitoring and adaptive management.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the outputs produced, hinder operation and maintenance, or interfere with the proper function of the Project.

G. The Non-Federal Sponsor shall not use the Project, or real property interests required for construction, operation, and maintenance of the Project, as a wetlands bank or mitigation credit for any other project.

H. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

I. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations,

including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

J. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

K. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

L. The Non-Federal Sponsor may request in writing that the Government perform additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

D. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

E. The Government shall make available by lease to the Non-Federal Sponsor those lands owned by the United States and administered by the Government, if any, which the Government determines to be required for construction, operation, and maintenance of the Project. No provision of this Agreement shall merge into any lease executed pursuant to this paragraph.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the

Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. Further, the Government shall perform, or ensure performance of, such investigations on lands that are owned by the United States and administered by the Government.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, for real property interests to be provided by the Non-Federal Sponsor, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-

Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of North Carolina would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the

Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

4. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests and relocations that exceed 25 percent of construction costs or real property interests that were previously provided as an item of local cooperation for the Existing Project or another Federal project.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs, excluding cost shared monitoring and adaptive management, are projected to be \$2,057,000, with the Government's share of such costs projected to be \$1,542,750 and the Non-Federal Sponsor's share of such costs projected to be \$514,250, which includes creditable real property interests and relocations projected to be \$26,000, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its 25 percent cost share projected to be \$488,250. Construction costs for cost shared monitoring and adaptive management are projected to be \$21,000, with the Government's share of such costs projected to be \$15,750 and the Non-Federal Sponsor's share of such costs projected to be \$5,250. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to “FAO, USAED, Wilmington (K7)” to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor’s required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction, except for cost shared monitoring and adaptive management, and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. The Government shall conduct another final accounting after completion of cost shared monitoring and adaptive management and furnish the Non-Federal Sponsor with the written results of such final accounting. Should either final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. A final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting after cost shared monitoring and adaptive management determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if that final accounting determines that the Non-Federal Sponsor’s credit for real property interests and relocations combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds for the reimbursement, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If the Government agrees to acquire or perform, as applicable, real property interests, relocations, or additional work on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to “FAO, USAED, Wilmington (K7)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to

cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Manager
PO Drawer A
Goldsboro, NC 27533

If to the Government:

District Commander
Wilmington District
69 Darlington Avenue
Wilmington, NC 28403

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Goldsboro City Council, where creating such an obligation would be inconsistent with NCGS § 159-28. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF GOLDSBORO, NC

BY: _____
Robert J Clark
Colonel, US Army
District Commander

BY: _____
Chuck Allen
Mayor

DATE: _____

DATE: _____

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019**

SUBJECT: Bid Award for Stoney Creek Park Greenway Paving

BACKGROUND: The City of Goldsboro was awarded a GoWayneGo Grant for \$40,000. The City of Goldsboro matched the grant with \$40,000. The combined \$80,000 is to be used for paving Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track.

The City of Goldsboro requested informal bids for the Stoney Creek Park Greenway project.

The scope of the project included:

- Option 1 – paving a 10' wide greenway trail with an asphalt surface or
- Option 2 – paving an 8' wide greenway trail with an asphalt surface

DISCUSSION: On April 30, 2019, the informal bids were opened with Asphalt Services of Goldsboro, LLC being low bidder. Parks and Recreation staff reviewed each bid proposal and recommend Asphalt Services of Goldsboro, LLC for Option 1. Funding is available to cover the total bid amount of \$38,600. Bid tabulation is attached.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$38,600 with Asphalt Services of Goldsboro, LLC to construct greenway trail in Stoney Creek Park.

Date: _____

Interim Parks and Recreation Director

Date: _____

City Manager

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE
CONTRACT WITH ASPHALT SERVICES OF GOLDSBORO, LLC FOR
GREENWAY TRAIL CONSTRUCTION IN STONEY CREEK PARK

WHEREAS, the City of Goldsboro was awarded a \$40,000 grant from GoWayneGo; and

WHEREAS, this will help fund the Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track projects; and

WHEREAS, the GoWayneGo Grant funding will be \$40,000 with the City of Goldsboro matching \$40,000; and

WHEREAS, the City of Goldsboro requested bids for constructing the greenway trail in Stoney Creek Park; and

WHEREAS, the low bidder was from Asphalt Services of Goldsboro, LLC in the amount of \$38,600; and

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

1. The Mayor and City Clerk is hereby authorized to enter into a contract with Asphalt Services of Goldsboro, LLC in the amount of \$38,600.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager



IFB2019-005

STONEY CREEK PARK GREENWAY CONSTRUCTION

Bid Opening: April 30, 2019 @ 10:00 AM

	Asphalt Services of Goldsboro, LLC. 1635 Pikeville Princeton Road Pikeville, NC 27863	FSC II, dba Fred Smith Company 701 Corporate Center Drive, Suite 101 Raleigh, NC 27607
OPTION 1	\$38,600.00	\$60,226.00
OPTION 2	\$33,750.00	\$54,238.00

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING

SUBJECT: Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan (Formal Bid #2019-002).

BACKGROUND: The City of Goldsboro was awarded a 2016 TIGER VIII grant to fund multiple projects, including the next and last phase of the Center Street Streetscape, Cornerstone Commons, Wayfinding Signage Fabrication and Installation and the Construction of a GWTA Concourse.

The TIGER VIII grant agreement was authorized by the City Council to execute with USDOT at the April 1, 2019 City Council meeting. In that agreement, it stated a start time of May 2019 for the Wayfinding Project and a completion date of March 2020. Furthermore, it budgeted \$450,000 of the total grant project budget to the Wayfinding Project; 80% (\$360,000) of which is to be funded by USDOT through reimbursement and 20% (\$90,000) is to be funded by the City.

The Downtown Development Department advertised a Request For Qualifications document on August 8, 2018 via multiple venues, including North Carolina's Interactive Purchasing System, Goldsboro News Argus, Greater Diversity News, and Que Pasa Media to solicit interested companies. We received nine (9) responses. A review committee consisting of Jennifer Collins, Ashlin Glatthar, Octavius Murphy and Julie Metz met August 30th to review the proposals. Review criteria included: Adherence to Required Proposal Content Requirements, Quality of Similar Project Examples, Quality of Proposed Scope, Schedule & Application, References, Experience Working with NCDOT Rights-Of-Way, Experience Working with the Federal Transit Administration's Buy America Policy, Demonstrated Ability to Maintain Budget & Schedules and Other Factors, including DBE, Proximity, Ability to Work Through Problems and Quality of Package. The following is a list of the companies that responded with location and the consensus score given after final review:

1. ColorAd from VA: 390.63
2. SignArt (AKA Lockwood Identity, Inc.) from NC (Charlotte): 390
3. Signs Etc. from NC (Charlotte): 385.63
4. ACSM from NC (Charlotte): 381.56
5. Don Bell from FL: 341.25
6. Canam from GA: 255.63
7. Allied Signs from NJ: 245.63

8. RiteLite from NC (Concord): 218.75
9. Graphic House from WI: 0

Upon research of references, the City invited the top five companies to bid on March 8, 2019. Bids were due April 2, 2019.

The City held the bid opening and received bids from Lockwood Identity, Inc. d/b/a SignArt, Signs Etc., and Color Ad, Inc. The lowest responsible bid was from SignArt with a bid of \$281,578.75.

DISCUSSION:

The Finance Department prepared a capital budget ordinance amendment to appropriate the TIGER VIII grant project funds which include this this project. This is an eligible cost and use of the TIGER VIII grant funds and staff included our required match in the 2019-20 Budget.

Upon approval to proceed with Lockwood Identity, Inc. d/b/a SignArt, followed by the execution of the contract, work to begin fabricating the signs will commence in June.

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the Mayor and City Clerk to execute contracts in the amount of \$281,578.75 with Lockwood Identity, Inc. d/b/a SignArt for the Wayfinding Signage Fabrication & Installation project as part of the USDOT TIGER VIII grant.

Date: _____
Julie Metz, Downtown Development Director

Date: _____
Tim Salmon, City Manager

RESOLUTION NO. 2019-

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF GOLDSBORO AND LOCKWOOD IDENTITY, INC. d/b/a SIGNART FOR THE PROFESSIONAL SIGN FABRICATION & INSTALLATION SERVICES OF GOLDSBORO'S WAYFINDING SIGNAGE & SYSTEM PLAN

WHEREAS, the City of Goldsboro, was awarded a 2016 TIGER VIII grant to fund multiple projects, including the next and last phase of the Center Street Streetscape, Cornerstone Commons, Wayfinding Signage Fabrication and Installation and the Construction of a GWTA Concourse; and

WHEREAS, the TIGER VIII grant agreement was authorized by the City Council to execute with USDOT at the April 1, 2019 City Council meeting; and

WHEREAS, the Grant Agreement budgeted \$450,000 of the total grant project budget to the Wayfinding Project of which 80% (\$360,000) is to be funded by USDOT through reimbursement and 20% (\$90,000) is to be funded by the City; and

WHEREAS, the City advertised a Request For Qualifications document on August 8, 2018 via multiple venues to solicit interested companies; and

WHEREAS, the City received nine (9) responses and upon the consideration of certain criteria reviewed by a selection committee, five companies were invited to bid on March 8, 2019; and

WHEREAS, bids were received by three (3) companies on April 2, 2019 and the company with the lowest responsible bid was Lockwood Identity, Inc. d/b/a SignArt from Charlotte, NC.

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

1. The City of Goldsboro is authorizing the Mayor to execute a contractual agreement between the City of Goldsboro and Lockwood Identity, Inc. d/b/a SignArt that covers services for the Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan at a fixed cost of \$281,578.75 of which the City is responsible for 20% or \$56,315.75.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

AGREEMENT FOR SERVICES

WITH CITY OF GOLDSBORO

FOR A “FIXED FEE” CONTRACT

THIS AGREEMENT, made and entered into this 20th day of May 2019, by and between the City of Goldsboro (Owner), and Lockwood Identity, Inc. d/b/a SignArt (Contractor), a North Carolina Company located in Charlotte, North Carolina.

WITNESSETH:

WHEREAS, the City of Goldsboro requested professional Wayfinding Signage Fabrication & Installation Services to create various styles of predesigned wayfinding signs and to install them per a prepared placement plan; and

WHEREAS, Lockwood Identity, Inc. d/b/a SignArt submitted a response to the City’s Request for Qualifications issued on August 27, 2018 and was shortlisted to be invited to bid in response to the Invitation to Bid issued March 8, 2019; and

WHEREAS, Lockwood Identity, Inc. d/b/a SignArt submitted a bid that was deemed by the City of Goldsboro to be both a responsible bid and the lowest bid; and

WHEREAS, The City of Goldsboro and Lockwood Identity, Inc. d/b/a SignArt desire to memorialize Lockwood Identity, Inc. d/b/a SignArt’s proposal and award of a contract; and

WHEREAS, It was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Owner, evidencing the terms of said award and that the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the City of Goldsboro, and shall fully complete all work by March 31, 2020.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH that the Contractor doth hereby covenant and agree with the City of Goldsboro, that Contractor will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in said specifications and in accordance with the plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named in the amount of Two Hundred Eighty One Thousand, Five Hundred Seventy Eight Dollars And Seventy Five Cents (\$281,578.75) as detailed within the Proposal Response attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon Contractor by said plans and specifications or the terms of said award.

1. **Davis-Bacon & Related Acts:** The Contractor shall comply with all provisions contained within the Davis-Bacon and Related Acts with respect to the payment of prevailing wage rates and fringe benefits, recordkeeping, and any other provisions contained therein as administered and enforced by the United States Department of Labor and as more particularly detailed in the attached documents.
2. **Buy America:** The Contractor shall comply with all provisions of 49 CFR Part 661 entitled “Buy America Requirements” and submit all necessary documentation as more particularly detailed in the attached documents.
3. **Minority Business Participation:** The Contractor shall comply with all provisions of North Carolina General Statutes 143-128.2(c) and all applicable Federal regulations relative to identification of Minority Business Participation and submit all necessary and pertinent documentation as detailed in the attached documents.

4. **Compensation and Progress Payments:** Unless otherwise agreed, payments for Work shall be made monthly upon invoice for work completed within the period. Final payment, plus a 10% retainer, will be held until final inspection by the Owner finds the work to be satisfactory. The Owner has 30 days to issue payment upon receipt of monthly invoices. The Owner has 30 days to complete final inspection of work that may, or may not, prompt final close-out payment. The total limit for payment is \$281,578.75 unless Owner agreed upon change orders necessitate differently.
5. **Contractor Responsibility for Payments:** The Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.
6. **Sales Tax Certification:** The Contractor is required to submit Sales Tax Certifications with payment applications include provision of a signed and notarized sales tax form. A sample will be provided by the Owner to the Contractor upon notice to proceed. Contractor is to keep copies of paid invoices supporting the sales tax certification forms for a minimum of three years after the close out of the project.
7. **Change Orders:** Change Orders for work associated with the completion of the Contract Work shall be submitted by the Contractor in writing. Such Change Orders are subject to review and approval by the City of Goldsboro and additional payment negotiated at a rate which is acceptable to both the Contractor and the Owner.
8. **Property Damages:** The Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedure of said work or that may be caused by or result from the negligence of the Contractor, his, its, or their employees, subcontractors or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property so injured to a condition as well as it was when the Contractor entered upon the work.

The Contractor shall furthermore be responsible for and required to make good at his/hers, its, or their expense any and all damages of whatever nature to persons or property, arising during the period of this Contract, caused by carelessness, neglect, or want of due precaution on the part of the Contractor, his, its, or their subcontractors, agents, employees, or workmen. The Contractor shall also indemnify and save harmless the Owner and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against them or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm, corporation, or by or in consequence of any materials used in said work or by or on account of any improper materials or workmanship in its connection or by or on account of any accident, or of any other acts or omission of said Contractor, his, its, or their subcontractors, agents, employees, servants, or workmen.

9. **Insurance:** The Contractor shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this Contract, at the Contractor's expense, a comprehensive general or commercial general liability policy and automobile liability insurance policy for the protection of the Contractor and the Owner, its officers, subcontractors, agents, and employees. In such instances where the Contractor does not have a company vehicle, the automobile liability insurance is not necessary, if by signing this contract the Contractor agrees to not operate any vehicles on the project site or Owner owned property(ies). If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the Contract. The policy shall be issued by a company authorized to do business in the project area, protecting the Contractor or Sub Contractor(s) or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than
 - (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, and

(b) \$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the Owner with a certificate of insurance and an endorsement thereto naming the Owner as an additional primary insured and will provide the Owner written notice of cancellation 30 days prior notice. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy.

The Contractor will not perform any work under this Contract until the Owner has received copies of applicable insurance certificates or acceptable evidence that appropriate insurance heretofore mentioned is in force.

10. **Professional Liability Insurance:** The Contractor shall provide the Owner evidence of professional liability in an amount not less than \$1,000,000 combined single limit. The Contractor shall keep in force the professional liability policy for at least one year after the expiration of the Contract with the Owner, or notify the Owner in the event of a cancellation or reduction in limits of a "claims made" policy.
11. **Workers Compensation Insurance/Unemployment:** The Contractor shall provide the Owner evidence of workers compensation insurance coverage as required by the North Carolina Workers Compensation Act, and shall keep said workers compensation insurance in full force and effect during the entire Contract period and for at least one year following the expiration of the Contract. It is agreed and understood by Contractor and Owner that the employees, agents, officers, and the employees, agents and officers of any and all subcontractors of Contractor are not employees, agents and/or officers of Owner, and further are not borrowed employees and/or lent employees; and all such remain the employee, agent or officer of Contractor and/or any subcontractor of Contractor.

This paragraph and requirement is not subject to the Indemnification clause of this Contract in that if Contractor and/or subcontractor of Contractor fails to maintain the necessary workers compensation coverage then Owner may seek indemnification for any losses, costs, attorney fees, charges, judgments and/or other monetary payments made by Owner in defending, satisfying, and/or paying any claim made by a person based upon the Workers Compensation Act of North Carolina or the Unemployment Security Law of North Carolina.

12. **Indemnification:** Owner and Contractor each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Contractor, they shall be borne by each party in proportion to its negligence.
13. **Termination:** If Contractor shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Contractor violate any of the covenants, agreements, or stipulations of this contract, the City of Goldsboro shall have the right to terminate this contract immediately by giving written notice to Contractor of such termination and specifying the effective date thereof. In a like manner, Contractor shall have the right to terminate this contract immediately by giving written notice to the City of Goldsboro of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the City of Goldsboro, become the property of the City of Goldsboro and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the City of Goldsboro shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the City of Goldsboro for refund, reimbursement or offset in connection with any obligations arising from Contractor to the City of Goldsboro.

14. **Liquidated Damages and Substantial Completion:** Contractor understands that the completion of the project is necessary on or before March 31, 2020 or Owner may suffer damages that are difficult to determine and accurately specify. Therefore, to ensure completion of the project on or before March 31, 2020, the parties hereto agree that the project shall be Substantially Complete on or before January 1, 2020. Substantially Complete and/or Substantial Completion as used herein shall mean that Ninety Percent (90%) of the project shall have been completed on or before January 1, 2020, such including the fabrication of the signs and installation as identified in the Proposal document; unless such date is hereafter amended by subsequent Change Order. Again, as Owner will suffer damages which are difficult to determine and accurately specify if the project is not completed on or before March 31, 2020, Contractor agrees that if the project is not completed on or before March 31, 2020, then Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) per day as liquidated damages and not as a penalty for each day that Completion of the project extends beyond March 31, 2020. The liquidated damages provided herein shall be in addition to any and all losses (including funding and/or grant payment and/or qualifications losses), liability for extra costs, other losses, expenses, claims, penalties, and other damages incurred by Owner which would have resulted from the delay in Contractor's performance or in achieving completion of the project on or before March 31, 2020. In no event shall the total liquidated damages exceed \$28,158 or 10% of the project cost, whichever is greater. Other claims and or damages as discussed above herein are not so limited by this limit on the liquidated damages.
15. **E-Verify Compliance:** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Contractor provides the services to the Owner utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina as well. Contractor shall verify by Certificate of Compliance, as set forth in Exhibit D, of the terms of this section.
16. **Payment & Performance Bond:** Contractor is to provide a Payment Bond and Performance Bond to the Owner in an amount of 100% of the contract amount of which must be must be provided within 10 days after execution of contract, delivered to Catherine Gwynn, Finance Director, at PO Drawer A, Goldsboro, NC 27533 with a copy mailed to Julie Metz, Downtown Development Director at 219 N. John Street, Goldsboro, NC 27530.

It is agreed and understood that the advertisement for bids, the information for bidders, the accepted Proposal, and general conditions, the detailed specification, the bid request, and the drawings are a part and parcel of this Contract, to the same extent as if incorporated herein in full.

And the Owner doth hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of said specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said specifications of the terms of said award.

IN WITNESS WHEREOF, said Contractor has hereunto set its hand and its seal (or has caused these presents to be signed in its corporate name by its Secretary) and the Owner has caused these presents to be signed in its name by the Mayor and its seal to be hereto affixed and duly attested by its City Clerk, by authority of the City of Goldsboro duly given, all as of the day and year first above written.

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

CITY OF GOLDSBORO

Signature:

Mayor

Date

Attest:

City Clerk

SEAL:

Approved as to Form and
Legal Sufficiency:

City Attorney

"Provisions for the payment of monies to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized, as required by the Municipal Fiscal Control Act."

City Finance Director

LOCKWOOD IDENTITY, INC. D/B/A SIGNART

Signature

Date

Name & Title

Signature

Date

Name & Title

Attachment A: Lockwood Identity, Inc. d/b/a SignArt Proposal

Attachment B: Lockwood Identity, Inc. d/b/a SignArt Bid

Attachment C: Goldsboro Bid Invitation Document

Attachment D: Goldsboro Bid Addendum Document

Attachment E: Bid Tabulation Sheet

Attachment F: Goldsboro RFQ Document

Attachment G: Certificate Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31,

U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date: _____

Attachment C: Federal Contracting Requirements

Federal Contracting Requirements

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

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

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

Drug Free Workplace Requirements

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

Contractor Compliance

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

Conflict of Interest

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

Mandatory Disclosures

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

Energy Conservation

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

Federal Water Pollution Control Act

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

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

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

Clean Air Act

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

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

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

Access to Records and Reports

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

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

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

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

No Obligation by Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

Changes

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

Termination

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

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

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

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

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

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

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

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

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

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

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

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

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) deliver to the City all Work Product;

(c) allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

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

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

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

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

Remedies

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

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

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

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

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

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

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

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

Debarment and Suspension

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

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

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

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

Equal Employment Opportunity

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

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

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

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

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

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

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

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

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

3. *Payrolls and Basic Records.*

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits.

for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

Copeland "Anti-Kickback" Act

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

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

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

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

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

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

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

lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

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

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

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

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

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

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

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

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

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

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

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

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

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

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products

containing the highest percentage of recovered materials for items designated by the Environmental Protection

Agency (EPA) under 40 CFR Part 247 whenever:

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

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

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

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

Safeguarding Personal Identifiable Information:

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

DHS Seal, Logo, and Flags

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

City of Goldsboro
Departmental Monthly Reports
April 2019

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works-Maintenance
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15. Travel and Tourism

Human Resources Management Department

MONTHLY REPORT – APRIL 2019

Prepared by: Pamela C. Leake

The Human Resources Department posted 17 job vacancies and processed 542 applications this month. 215 notices were sent to applicants not selected for an interview and 22 were sent to candidates interviewed but not selected for hire. 11 new hires were employed this month. There were three full-time: **Stephen Kyer – Utility Maintenance Mechanic; Devin Murray – Utility Maintenance Mechanic, and Jennifer Vinciguerra – Marketing and Special Events Assistant** and eight part-time: **Trevin Bond, Lashonda Harvey, Latrecia Johnson, Tyrique McClain, Carly Wiggins, and Gary Woodard - Recreation Aides (Parks and Recreation), Charles King – Support Services Assistant (Fire), and Seth Smith – Grounds Maintenance Technician (Public Works)**. There were four reductions in employment: one retirement, one resignation, one termination, and one end of assignment. Total employment for April: **632** (453 full time and 179 part-time).

Recruiting season is still underway. The Senior Human Resources Consultant attended a job fair in Martin County on April 18. The Human Resources Department is sponsoring the City of Goldsboro's job fair at the Goldsboro Event Center on May 15. Over 16 local employers have registered to attend. Administrative support staff were recognized on April 24, which was **Administrative Professionals' Day**. They were treated to lunch, gifts, and a guest speaker who talked about relaxation techniques and reducing stress. Leadership training for supervisors was held April 29 at the Goldsboro Event Center. Guest consultant was Gracie Johnson-Lopez whose topic was "**Understanding Bias, Diversity & Inclusion**." 36 employees attended the session. The next leadership training will be held May 2.

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

- Safety Coordinator attended the Eastern Carolina Safety and Health Conference board meeting held on April 4th.
- Safety Accident Review Committee meeting was held April 16. Five cases were reviewed: Two vehicle accidents and three personal injuries.
- National Safety Council Defensive Driver Safety Training was held April 25 for employees who received points for at-fault vehicle accidents. There were seven attendees.
- Participated in webinar on Workzone safety sponsored by the NC Department of Labor on April 8.
- Assisted with coordination of monthly fire service testing for all City elevators. An inspector from the NC Department of Labor performed an on-site inspection and found that the required monthly testing cannot be verified or not documented.
- Met with Risk Control Field consultant from North Carolina League of Municipalities on April 1 to discuss training/services/options they provide to minimize and reduce losses.
- Met with Public Information Officer to discuss safety measures and guidelines recommended for the Litter Clean-up program.
- On April 9, forwarded all department heads information regarding the 62nd Annual NCDOL Safety Awards banquet at Lane Tree Country Club.
- Forwarded HR Director and Interim City Manager 2018 report of all accident cases that were reviewed by the Safety Accident Review Committee.
- Forwarded lockout/tagout information requested by Building Maintenance.
- Assisted with completion of Emergency evacuation maps for city buildings.
- Updated Emergency Action/Excavation plan.
- Coordinated Confined Space webinar for Public Works management and employees 4/25.
- There were three vehicle accidents in April. City drivers were found not-at-fault.
- Completed the written Silica plan and sent to Public Works management for review and comments.
- Conducted monthly inspections of portable fire extinguishers at City Hall.

This month's health beat focused on Hearing Conservation, CPR, and TB Testing. 230 employees attended the sessions. The nurse had 32 clinic visits this month. Five random non-DOT drug screens were performed and one breathalyzer: all negative.

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	348	320	346	542									389
New Hires*	11	7	1	3									6
Separations*	3	3	6	3									3
Vehicle Accidents	7	4	6	3									5
Workers Compensation	2	4	3	0									2

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

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

- Due to the lack of a quorum, the scheduled Commission on Community Relations and Development meeting for Tuesday, April 9, 2019 was adjourned with no official business discussed. The next scheduled meeting is Tuesday, June 11, 2019 at 6:00 pm.
- The Department received two (2) housing complaints and four (4) request for assistance. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: one (1) alleged improper designation of spouse on public housing ban list; one (1) minimum housing issue of rental properties; and four (4) request for assistance related to church address designation; assistance with rent, utilities, and cost of medication; lead-based paint information, and cancelation of deed of trust by a creditor. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Department facilitated two (2) mandatory orientation sessions for the City of Goldsboro Summer Youth Employment Initiative Program on April 11th & 22nd. Interviews will be conducted from May 1st to May 17th. The staff of the sponsoring partners of the program will perform interviews.

Snapshot 2: Eligibility for Youth Applicants

Total apps rec'd fully Completed & Attended Info. Sessions	Apps Rec'd not eligible for program due to Residence	Apps rec'd that did not attend Info. Sessions	Apps rec'd not eligible for program due to Age or Out-School	Total Apps Rec'd Through SYEI
71	15	17	4	107

Snapshot 5: Income Range for Youth Applicants (Applicants that did not meet Residence, Age, Attend Session & In-School Criteria Excluded)

Missing Income	\$0-\$10K	>\$10K - \$20K	>\$20K - \$30K	>\$30K - \$40K	>\$40K - \$57,051K	>\$57,051K - \$70K	over \$70K
15	14	21	15	14	4	3	2

Below MFI	68	93%	→	Non LMI Above MFI	5	7%	=	Total Apps Rec'd w/income on file	73	This excludes the 15 missing income, but includes 2 that did not attend the information session
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- The Goldsboro Mayor's Youth Council (GYC) met on April 3rd & 17th, 2019. The next scheduled meeting is Wednesday, June 5, 2019 at 7:00 pm. GYC members attended the 2019 Youth Legislative Association (YLA) for the General Assembly session in Raleigh on April 12th to 14th, 2019. GYC members attended the 2019 Spring Convention in Charlotte on April 26st to 28th, 2019.
- The Mayor's Committee for Persons with Disabilities met on April 16th & 18th, 2019 to finalize the 23rd Annual Mayor's Disability Walk scheduled for May 1, 2019 at 10:00. The next scheduled meeting is Thursday, June 20, 2019 at 12:00 pm. The Committee held a fundraising event for the Walk on April 22, 2019 at Pizza Inn.

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



- During the month of April, the Paramount Theatre hosted 7 ticketed public performances, 9 related technical and performance rehearsals, and 5 non-ticketed public and private events.
 - Artistic Dance Academy's annual Easter production, *Dance for Christ*, was resident for two weeks, running for 6 performances, 4/1-4/14.
 - Wayne County Senior Games presented the annual Silver Arts Follies on 4/15.
 - The Partnership for Children of Wayne County/ Smart Start (a sponsor/partner to the Paramount) held a film screening of, *Resilience: The Biology of Stress & the Science of Hope*, followed by a panel discussion with children and families on 4/17.
 - Kingdom Hall of Jehovah's Witnesses presented their annual Easter memorial service on 4/19.
 - Dr. Wilding conducted another in his series of chiropractic seminars, *Optimal Health & Longevity*, on 4/23.
 - Comedian, DL Henry together with vocalist, Marcus Cole, and Saxophonist, Antonio Allen performed for one evening on their Love and Laughter Tour, 4/27.
- Paramount administrative and technical staff together with Foundation Chair, David Weil, hosted a community discussion/reception with a representative from Ballet X, to discuss strategic, grant-underwritten, community engagement opportunities while the professional dance company is in residence.
- Paramount and GEC staff participated in the following meetings, presentations, or training: Leadership Wayne, Strategic Plan Presentation, City HR Leadership Training, Chamber of Commerce luncheon/meeting, Arts and Culture Reception, City Employee Cleanup Day, Wings Over Wayne.
- Financial:
 - Expenses –\$ 41,297.04 Labor - \$19,010.22 /Operational – \$22,286.82
 - Revenues - \$5,405.57 Rentals -\$1,338 /Tickets \$3,794.91 /Concession \$272.66

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$34,447	\$33,393	\$68,435	\$41,297										\$67,840
Rev	\$12,993	\$13,259	\$15,347	\$5,406										\$26,252
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$32,968	\$25,012	\$48,050	\$39,962	\$32,137	\$24,298	\$55,630	\$40,550	\$68,803	\$42,545	\$40,161	\$32,024	\$40,178	\$482,140
Rev	\$16,549	\$7,471	\$35,001	\$8,954	\$15,408	\$11,597	\$6,293	\$17,910	\$332	\$5,741	\$23,896	\$16,954	\$14,995	\$179,948

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



- The Goldsboro Event Center hosted 10 events in April, including 4 private (wedding/prom/gala) 4 City events (non-revenue), Chamber of Commerce, and a golf tournament.
- Essential repairs and maintenance underway include HVAC (under contract), repair/replace weather-damaged wood siding, gutter cleaning (seeking bids for both).
- Creating and enhancing event rental packages in collaboration with Paramount, and Downtown Goldsboro, as part of the COG Strategic Plan objective.
- Financial:
 - Expenses- \$ 13,120.99 Labor - \$5,364.02 /Operational – \$7,756.97
 - Revenues- \$ 5,931.75 Rentals -\$5931.75 /Concessions- \$0

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$9,198	\$8,624	\$13,459	\$13,121										\$9,198
Rev	\$4,645	\$7,204	\$11,475	\$5,932										\$4,645
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$5,379	\$7,310	\$14,096	\$14,484	\$7,852	\$7,072	\$9,083	\$11,367	\$7,815	\$16,427	\$8,760	\$10,306	\$9,995	\$119,951
Rev	\$2,890	\$5,556	\$7,526	\$15,201	\$9,980	\$4,309	\$7,971	\$7,131	\$2,143	\$10,781	\$3,326	\$5,224	\$6,836	\$82,038

Goldsboro Inspections Department

Monthly Report – Apr 2019

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of April totaled \$428,332. There were no new residential single-family dwellings for the month of April.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$1,532,990.

All permit fees collected for the month totaled \$27,137. Of the permit fees collected for the month, \$3,075 was collected in technology fees. Plan review fees collected during the month totaled \$2,825. Business Registration fees collected totaled \$660.

The Inspectors did a total of 497 inspections for the month. During the month of April eight (8) business inspections were completed. A total of 271 permits were issued for the month. Forty-six (46) plan reviews were completed for April. We now have a total of 118 residential structures in the Minimum Housing Process and 4 commercial structures in the Demolition by Neglect Process.

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$2	\$14	\$6	\$428,000									\$6
Residential (thousands)	\$805	\$1063	\$599	\$0									\$617
Miscellaneous**(millions)	\$5	\$2	\$2	\$2									\$3
Permit Fees (thousands)	\$34	\$40	\$48	\$27									\$37
Inspections (total)	614	603	531	497									561
Permits Issued (total)	296	296	270	271									283
Plan Reviews Completed	39	47	65	46									49
Minimum Housing in Process	171	99	102	118									123
2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$10	\$13	\$3	\$5	\$5	\$2	\$5	\$6	\$3	\$5	\$12	\$6	\$6
Residential (thousands)	\$848	\$518	\$1345	\$786	\$1389	\$1589	\$1000	\$1734	\$120	\$207	\$246	\$807	\$882
Miscellaneous**(millions)	\$2	\$2	\$2	\$3	\$2	\$1	\$2	\$2	\$1	\$1	\$2	\$1	\$2
Permit Fees (thousands)	\$31	\$33	\$30	\$31	\$48	\$51	\$65	\$60	\$21	\$41	\$49	\$21	\$40
Inspections (total)	524	539	544	564	582	692	675	659	345	589	516	373	550
Permits Issued (total)	258	263	284	295	418	351	344	373	279	326	258	226	306
Plan Reviews Completed	75	41	52	74	85	39	42	67	51	85	39	50	58
Minimum Housing in Process	163	163	143	152	152	152	161	161	161	161	163	171	159

Downtown Development Department
April 2019

Prepared By: Julie Metz, Director

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

- Staff continued to work through TIGER VIII developments including the finalization of the Grant Agreement and draft plans for the streetscape project with TA Loving.
- Staff met with (or conversed by email/phone) 6 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited current downtown businesses 20 different times.
- Julie continued to work on the City's strategic plan.
- Staff worked on the Wayfinding Signage Bid Package related to the TIGER grant.
- Staff worked through the process to select a firm for the Union Station Adaptive Reuse Study.
- Staff worked through the completion of Rehab Development agreements with City and County attorneys.
- Staff helped facilitate and participate in several neighborhood plan meetings.

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

- Staff created ads for Go, Buzz, 107.9, digital billboards and News-Argus for upcoming downtown events.
- Staff attended multiple Merchants Association meetings throughout the month.
- Staff hosted the Small Business Center in Downtown event on the first Monday of the month.
- Staff attended Grow Goldsboro's Planning Meeting on April 1st.
- Staff attended the Merchant's Association meeting on April 2nd.
- Staff facilitated a LAUNCH meeting to discuss a community entrepreneurship program on April 3rd and April 30th.
- Staff facilitated an Available Properties Open House at 101 N. Center St on April 4th.
- Julie presented at the Raleigh Crabtree Rotary meeting on April 11th.
- Staff attended the Rocky Mount Mills Tour on April 12th.
- Staff attended a meeting to discuss the Streetscapes Budget update on April 15th.
- Staff helped to facilitate a Downtown initiative for PURPLE UP FOR MILITARY KIDS on April 18th.
- Staff participated in the City Litter Clean Up on April 23rd.
- Stephanie attended the Administrative Professionals Luncheon on April 24th.
- Staff partnered with Travel & Tourism to host a Flying Folly bar crawl for the Wings Over Wayne Airshow entertainers to give them something to do while in town.
- Staff partnered with Travel & Tourism to host a historic tour downtown on April 25th. The intent is to replicate this for regular offerings.
- Staff helped to facilitate a flyover of the USAF Thunderbirds on April 25th.
- Staff finalized work with Business View Magazine to complete feature story of Goldsboro.
- Staff worked on 2019-20 City Budget preparations.
- Staff helped facilitate a grant application with the Wayne County Museum in hopes to secure them \$150,000 for building needs through the National Main Street Partners in Preservation Grant program.

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

- Staff facilitated and attended the following monthly meetings: DGDC Board (04/17), DGDC Executive Committee (04/19), DGDC Design (04/09), DGDC EV (04/09), DGDC Promotions (04/09) and Org. Work Plan (04/09).
- Staff assisted the DGDC with their work on the 2019 Annual Sponsorship Campaign.
- Staff helped assist the DGDC with 3 DGDC board room rentals throughout the month.
- Staff worked with committees on the 2019 Work Plan development.

Upcoming Events/Activities:

- Center Street Jam Kickoff Concert with Jim Quick & Coastline May 2nd
- Center Street Jam with The Main Event on May 16th
- Community Art Action Day- May 18th
- Military Appreciation Concert with The Embers- May 30th

Businesses Opening/Properties Purchased:

- Southern Rebel reopened at 118 S. Center Street.
- Mimi's Boutique held their grand opening at 116 W. Mulberry St. on April 6th.
- Nashona Boutique reopened at 102 E. Walnut Street.

Other:

- Downtown Goldsboro's Facebook page followers/likes grew from 10,241 to 10,465 in the month of March.

Information Technology

Monthly Report – April 2019

Prepared by: Patricia Wischmann

- Testing text based distribution lists and automated “Chat Bot” for citizen engagement.
- Continued training departments on how to use and add to “Chat Bot”.
- Installed and configured multiple network devices to improve City networking infrastructure.
- Upgraded ShotSpotter Software on Police computers.
- Set up Fire assessment and helped with technology during interview process.
- Improved visibility of the Fiber run in spray field between Dixie Trail and Westbrook Road with orange marker paint.
- Recorded City of Goldsboro downtown flyover performed by Thunderbirds.
- Recorded video of Fire Department for City of Goldsboro Journey.

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	662	536	546	519									566
Tickets Closed	551	467	575	429									506

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

Monthly Highlights

D&C: Responded to seven after hour calls for a total of 10 hours.

Streets & Storms: Regraded one unpaved street (Atlantic Ave); Repaired three cave-ins; Jet-Vaced 2200 linear ft of stormdrain pipe and vacuumed/cleaned 50 catch basins; Completed one drive way apron, four curb and gutter request and two sidewalk projects; For Waynesborough House Parking lot removed broken concrete pad and associated curb and gutter and replaced with aggregate material, performed two full depth asphalt repairs, and installed three parking bollards. Street sweepers cleaned 165 miles of curb and gutter.

Bldg. & Grounds: Assisted in City cleanup efforts and painted overflow parking spaces for Wings Over Wayne event; Supported several events: Easter Egg Hunt, Pig in the Park, & Disability Awareness Walk

Departments		2019												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	8.7	8.0	9.8	13.5									10.0
	Lines Camera'd (1000-ft)	10.8	11.3	9.8	8.6									10.1
	Water Repairs	27	20	16	28									22.8
	Sewer Repairs	31	7	9	34									20.3
	Hydrants Replaced/Fixed	37	16	19	10									20.5
	Meter Install/Changed	102	63	56	47									67.0
Bldg & Grounds Maint.	Radio, Electrical, Bldg	260	219	202	193									218.5
	Sign Repairs	48	72	48	29									49.3
	ROW Mowing (ac)	10	0	0	70									20.0
	City-Owned Lots Mowing (ac)	0	0	0	81									20.3
Garage	Total Work Orders	365	309	276	316									316.5
	Total Fuel Cost (x1000)	\$ 61	\$ 53	\$ 55	\$ 64									58.3
Solid Waste	Refuse (x1000 tons)	1.0	0.7	0.8	0.9									0.9
	Recyclables (tons)	13	78	83	87									65.4
	Leaf-n-Limbs (x1000 tons)	0.8	0.6	0.7	0.7									0.7
Cemetery Funerals		4	4	7	5									5.0
Street & Storm	Utility Cut Repairs	15	12	10	11									12.0
	Pot Hole Repairs	56	49	52	18									43.8
	Streets Swept (miles)	110	143	135	16									101.0
2018														
Distribution & Collections	Utility Line Maint (1000-ft)	7.4	2.9	4.0	24.0	19.0	26.3	27.5	13.2	12.8	14.7	6.8	2.7	13.4
	Lines Camera'd (1000-ft)	5.1	3.3	4.6	9.5	12.5	10.3	9.3	13.2	7.3	15.5	7.7	10.8	9.1
	Water Repairs	87	25	25	45	47	64	71	34	21	27	52	14	42.7
	Sewer Repairs	4	14	9	12	20	13	17	14	8	22	6	5	12.0
	Hydrants Replaced/Fixed	3	32	38	45	42	23	30	26	32	9	12	10	25.2
	Meter Install/Changed	25	32	28	36	49	76	60	61	87	78	66	54	54.3
Bldg Maint.	Radio, Electrical, Bldg	225	195	167	224	268	204	158	150	127	204	206	171	191.6
	Sign Repairs	43	72	51	70	13	77	36	61	28	89	52	16	50.7
Garage	Total Work Orders	360	341	322	366	337	316	299	362	313	456	277	277	335.5
	Total Fuel Cost (x1000)	\$ 55	\$ 47	\$ 55	\$ 55	\$ 60	\$ 60	\$ 60	\$ 70	\$ 52	\$ 71	\$ 52	\$ 49	57.2
Solid Waste	Refuse (x1000 tons)	0.9	0.8	0.8	0.9	1.0	0.9	0.9	1.0	0.9	1.0	0.8	1.0	0.9
	Recyclables (tons)	102	107	82	101	59	93	79	94	111	0	0	0	68.9
	Leaf-n-Limbs (x1000 tons)	0.5	0.7	0.8	1.1	0.8	0.9	0.9	0.8	2.0	2.0	0.9	1.1	1.0
Cemetery Funerals		8	9	6	8	5	6	6	6	7	10	3	7	6.8
Streets & Stormwater	Utility Cut Repairs	0	14	10	12	30	37	23	11	4	32	12	8	16.1
	Pot Hole Repairs	45	82	50	20	45	25	61	43	14	43	18	63	42.4
	Streets Swept (miles)	82.5	229	171	229	197	143	192	145	198	170	135	110	166.8
	ROW Mowing (ac)	0	0	3	8.0	68.9	167.0	16.6	29.0	48.0	59.1	6.5	0	33.8
	City-Owned Lots Mowing	0	0	0	135	318	410	159	187	110	85	54	15	122.8

Public Utilities Department

Monthly Report- *April 2019*

Prepared by: Michael Wagner



Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for April were 11.01 MGD. High flows continue to be a concern with compliance and future infrastructure needs. The river is dropping, but the average flows for 2019 added to 1.2 MGD in obligated flow not yet tributary, puts the WRF at 90% capacity in the collections system and 83% at the facility. All of the city's 26 pump stations are operating well, but communications are quickly deteriorating with outdated radios and programming.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. Roof repairs are in the moving to quotes after no bids were received in the RFP process.

Compost Facility

Five hundred and fifty-two cubic yards of compost/mulch was sold in April 2019.

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

2019 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.206	6.053	6.016	6.175									6.113
Sewer**	11.66	11.76	12.22	11.01									11.66
CY Compost	52	319	390	552									328

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

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

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



Finance Department **Monthly Report - April 2019**

Prepared by: Andrea Thompson, Assistant Finance Director

FY 2018-19

GENERAL FUND

		Actual	Adjusted Budget	Actual to Date	YTD %
Revenues		FY '17-18	FY '18-19	FY '18-19	Collected
Tax Revenues		\$ 15,296,169	\$ 16,432,843	\$ 15,489,898	94.26%
License & Permits		288,814	382,650	327,496	85.59%
Revenue Other Agencies		18,925,710	19,580,576	13,448,901	68.68%
Charges for Services		3,828,972	10,992,084	5,202,965	47.33%
Capital Returns		246,515	1,165,984	1,091,850	93.64%
Miscellaneous Revenues		236,344	301,500	276,907	91.84%
FB Withdrawal/PO Appropriation			3,397,413		
Total		\$ 38,822,524	\$ 52,253,050	\$ 35,838,016	68.59%
		Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures		FY '17-18	FY '18-19	FY '18-19	Collected
Mayor/Council		\$ 329,955	\$ 364,275	\$ 294,964	80.97%
City Manager		670,630	1,504,315	761,650	50.63%
Human Resources Management		501,736	596,154	517,545	86.81%
Community Relations		140,737	161,085	155,681	96.65%
Paramount Theater		371,875	508,333	467,672	92.00%
Goldsboro Event Center		112,675	165,061	111,972	67.84%
Inspections		793,710	831,196	554,529	66.71%
Downtown Development		270,669	459,764	299,316	65.10%
Information Technology		1,073,492	2,161,817	1,913,074	88.49%
Public Works - Adm.		333,647	473,747	404,915	85.47%
Garage		1,740,204	2,308,330	1,969,163	85.31%
Garage Credits		(912,383)	(1,680,000)	(1,207,535)	71.88%
Building & Grounds		467,613	771,779	648,680	84.05%
Cemetery		262,294	329,995	266,735	80.83%
Finance		1,098,061	1,312,841	1,141,446	86.94%
Office Supplies Credits		(5,341)	(9,000)	(4,724)	52.49%
Planning & Redevelopment		873,421	1,530,223	910,359	59.49%
Postage Credits		(15,998)	(30,000)	(10,446)	34.82%
Streets & Storms - General		1,311,941	1,130,103	961,160	85.05%
Streets & Storms - Utilities		451,475	732,507	459,992	62.80%
Street Paving		150,804	0	0	0.00%
Solid Waste		2,438,696	3,562,294	2,682,593	75.31%
Engineering		819,034	992,718	775,246	78.09%
Fire Department		6,605,620	6,317,039	5,490,931	86.92%
Police Department		7,699,382	15,617,531	9,854,531	63.10%
Special Expense Fees		8,413,349	6,270,000	5,995,254	95.62%
Parks & Recreation		2,764,732	4,844,104	3,190,768	65.87%
Golf Course		567,024	1,026,839	857,452	83.50%
Total		\$ 39,329,054	\$ 52,253,048	\$ 39,462,923	75.52%

UTILITY FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
	Charges for Services		\$ 13,099,486	\$ 16,778,500	\$ 13,229,826	78.85%
	Capital Returns		30,270	37,900	86,117	227.22%
	Miscellaneous Revenues		2,465,240	6,254,086	3,566,255	57.02%
	FB Withdrawal/PO Appropriation		\$ -	\$ 2,721,477		0.00%
	Total		\$ 15,594,996	\$ 25,791,963	\$ 16,882,198	65.46%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Collected
	Distribution & Collections		\$ 2,976,403	\$ 3,600,782	\$ 2,998,717	83.28%
	Water Treatment Plant		3,797,219	6,035,271	4,546,318	75.33%
	Water Reclamation Plant		5,501,738	7,457,465	5,530,141	74.16%
	UF - Capital		3,344,664	7,565,942	3,685,740	48.71%
	Compost Facility		687,678	1,132,503	976,584	86.23%
	Total		\$ 16,307,702	\$ 25,791,963	\$ 17,737,500	68.77%
DOWNTOWN DISTRICT FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
	Tax Revenues		\$ 66,177	\$ 72,155	\$ 70,820	98.15%
	Capital Revenue		404	315	1,139	361.63%
	FB Withdrawal/PO Appropriation			35,366		0.00%
	Total		66,581	107,836	71,959	66.73%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Spent
	Downtown District		\$ 38,259	\$ 107,836	\$ 42,438	39.35%
	Total		\$ 38,259	\$ 107,836	\$ 42,438	39.35%
OCCUPANCY TAX FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
	Occupancy Tax/Civic Center		\$ 509,605	\$ 690,000	\$ 617,193	89.45%
	Occupancy Tax/Travel & Tourism		129,489	170,000	164,575	96.81%
	County of Wayne Occupancy Tax		186,179	170,000	112,429	66.13%
	Capital Returns/Misc./Property Sale		\$ 7,244	\$ 8,958	\$ 71,908	0.00%
	FB Withdrawal/PO Appropriation			\$ 149,184		
	Total		\$ 832,517	\$ 1,188,142	\$ 966,105	81.31%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Collected
	Civic Center		\$ 1,210,795	\$ 818,261	\$ 830,790	101.53%
	Travel & Tourism		319,658	369,881	209,513	56.64%
	Total		\$ 1,530,453	\$ 1,188,142	\$ 1,040,303	87.56%

STORMWATER FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
	Stormwater Fee		\$ 474,976	\$ 1,512,900	\$ 1,242,808	82.15%
	FB Withdrawal/PO Appropriation			10,861		
	Total		474,976	1,523,761	1,242,808	81.56%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Spent
	Stormwater Division		\$ 418,020	\$ 1,523,761	\$ 858,104	56.31%
	Total		\$ 418,020	\$ 1,523,761	\$ 858,104	56.31%

PLANNING DEPARTMENT
MONTHLY REPORT – April 2019
 Prepared by: Debra Creighton

General Tasks

During the month of April, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. The City received 4 hours of Community Service work during the month of April. Code Enforcement is now issuing \$25.00 parking violation tickets within the downtown area or upon notification elsewhere in the City. During the month of April, fifteen (15) tickets were issued.

Parked in Wrong Direction	11
Parked in Proximity to Fire Hydrant	0
Parked in a Prohibited Area (No Parking Zone)	2
Other (Bus Loading Zone, Crosswalk, Sidewalk)	2

2019

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	3	6	6	5									20	5
Historic District Comm. Cases	0/1	0/1	2/1	1/1									2/3	2/1
Code Enforcement														
Grass Cutting	0	0	0	0									0	0
Junk Vehicles Tagged/Towed	4	4	3	20 4									35	9
Illegal Signs Removed	444	79	30	197									750	188
Bags of Litter Picked Up	388	551	602	555									2096	524

2018

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

**ENGINEERING DEPARTMENT
MONTHLY REPORT – APRIL 2019**

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

Stoney Creek Greenway

- Staff is awaiting authorization to construct from NCDOT;
- Project manual and final estimate are 90% complete;
- Anticipated advertisement for bids in July/August 2019.

Phase IV Sewer Collection Rehabilitation

- T. A. Loving Company is currently performing pipe bursting and CCTV work for sections of sanitary sewer line;
- Project is 15% complete with a contract completion date of November 26, 2019.

Center/Holly Street Water Tank Painting

- City Council awarded a contract to Utility Service Company for \$1,040,200;
- At the preconstruction conference held on April 25 the notice to proceed date was set for May 14, 2019 with a contract completion date of October 11, 2019.

SJAFB Sewer Outfall Improvements

- Staff is coordinating having the sewer line CCTV work completed to determine if sewer line can be lined using CIPP;
- Anticipated advertisement for bids in July 2019.

2019 Infrastructure Recovery (Goldenleaf Foundation)

- Surveying is underway;
- Design anticipated to be completed in September 2019.

2018 Street Improvement Project

- This paving project includes Oak Hill Drive from North Berkeley Boulevard to Green Drive and East Chestnut Street from South Slocumb Street to South Leslie Street;
- Advertisement for bids is scheduled for May 8, 2019 with a bid opening anticipated for June 5, 2019.

2018 Street Resurfacing

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

2018 Wastewater Collection System Rehabilitation Project

- The original contract work is 95% complete;
- Additional work added by Change Order No. 1 amended the contract completion date to November 1, 2019.

2018 Virginia Street Storm Sewer Improvements

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

Ash Street/Alabama Avenue Sidewalk

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

Best Management Practices (BMPs) Inspections

- Approximately 308 BMPs have been approved and 258 BMPs have been constructed to date;
- All BMP inspections have been completed through the month April 2019.

Goldsboro Fire Department

Monthly Report – April 2019

Report Prepared By: Joseph Dixon JD/CL

Fire Prevention and Outreach

- 4/2 – Public Education – Maxwell Center – Career Development Fair
- 4/3, 4/13(2), 4/17, 4/18, 4/20, 4/29 – Community Service – Car Seat Safety Check – Station 2
- 4/6 – Community Service - W.A. Foster – First Responder Appreciation Event
- 4/6 – Public Education – Wayne Christian School – Truck Display
- 4/9 – Public Education – United States Postal Service – Health Fair
- 4/10 – Public Education – Department of Veterans Affairs – Health Fair
- 4/11 – Public Education – Wayne Community College – Truck Display
- 4/12 – Public Education – Goldsboro High School – Truck Display
- 4/12 – Community Service – Carver Heights – Reading Program
- 4/13 – Public Education – Station Tour – Station 2
- 4/14 – Community Service – Waynesborough House – Blood Pressure Checks
- 4/15 – Public Education – Little Warriors Daycare – Truck Display
- 4/18 – Public Education – Carver Heights Elementary – Career Fair
- 4/23 – Community Service – Keep Goldsboro Clean – Spring Blitz
- 4/25 - Community Service – Piggly Wiggly – Blood Pressure Checks
- 4/29 – Public Education – Station Tour – Station 1

Working Structure Fires

- 4/3 – 315 E Walnut St
- 4/15 – 1826 W New Hope Rd
- 4/22 – 112 Woods Mill Rd
- 4/23 – 1308 E Walnut St

Working Vehicle Fires

- 4/17 – 208 Neil St
- 4/24 - Dixie Trail/S Slocumb St

2019	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	196	191	203	209									200
Structure Fires:	5	3	2	4									4
EMS Calls:	72	84	79	76									78
Vehicle Accidents:	27	30	40	33									33
Fire Alarms:	33	33	29	40									34
Other:	59	41	53	56									52
Training Hours:	3122	3211	3263	1804									2850
Safety Car Seat Checks:	3	8	5	4									5
Inspections:	94	86	123	118									105
2018	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	234	165	196	197	222	182	195	229	375	223	205	197	218
Structure Fires:	3	6	2	2	6	2	1	2	4	4	2	3	3
EMS Calls:	63	52	63	68	89	69	71	87	138	79	87	69	78
Vehicle Accidents:	49	22	39	27	38	34	38	31	36	34	41	29	35
Fire Alarms:	49	34	44	35	38	38	47	59	80	50	35	45	46
Other:	70	51	48	65	51	39	38	50	117	56	40	51	56
Training Hours:	2683	2871	2149	2172	1962	1878	2776	3228	1465	1909	2138	1163	2199
Safety Car Seat Checks:	2	10	10	9	10	4	3	8	3	11	6	11	7
Inspections:	52	67	68	95	102	106	99	142	64	19	69	65	79

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

Goldsboro Police Department Monthly Report - April 2019

Report Prepared by: Michael D. West MDW/KB

Total IBR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft, arson and fraud) for April 2019 were 232 compared to 225 for March 2019.

Property with an estimated value of \$287,614 was reported stolen while property with an estimated value of \$220,696 was recovered.

Officers arrested 184 people and 402 citations were issued during the month. There were 62 drug -related charges.

There were 3 report(s) of assault on an officer.

Revenue collected for April 2019 included:

Police Reports	\$ 462.00
Fingerprints	\$ 60.00
Special Events	\$ 75.00
Total	\$ 597.00

IBR COMPARISON & TREND															
	2019	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		0	0	0	0									0	0.0
Rape(&attempts)		1	0	0	2									3	0.8
Robbery		6	4	5	4									19	4.8
Aggravated Assault		7	8	10	5									30	7.5
Simple Assault		30	30	36	24									120	30.0
Breaking & Entering		33	31	24	35									123	30.8
Larceny		157	92	104	135									488	122.0
Motor Vehicle Theft		7	9	11	8									35	8.8
Arson		0	1	0	0									1	0.3
Fraud		24	37	35	19									115	28.8
TOTALS		265	212	225	232	0	0	0	0	0	0	0	0	934	233.5
	2018	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		0	0	0	0	0	0	0	0	2	1	0	0	3	0.3
Rape(&attempts)		2	1	0	2	1	0	2	0	2	0	0	0	10	0.8
Robbery		1	10	7	5	4	6	6	5	2	2	3	8	59	4.9
Aggravated Assault		6	12	11	13	15	13	17	9	17	12	7	11	143	11.9
Simple Assault		34	29	55	34	32	32	24	46	43	25	24	41	419	34.9
Breaking & Entering		40	27	23	31	37	41	36	27	30	31	35	39	397	33.1
Larceny		129	115	126	134	132	121	127	110	107	96	108	142	1447	120.6
Motor Vehicle Theft		7	4	7	7	7	5	6	11	6	12	13	8	93	7.8
Arson		0	2	0	0	0	1	1	1	0	3	0	2	10	0.8
Fraud		46	33	22	34	42	38	42	35	25	34	23	34	408	34.0
TOTALS		265	233	251	260	270	257	261	244	234	216	213	285	2989	249.1

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

[illegible]

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



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

- ♣ 634 inquiries were fulfilled for the month of March by the TTO— 148 incoming phone calls, 49 visitors to the office, and 437 e-inquiries.
- ♣ Total hotel revenue generated in March was \$2,182,085, which is up 25% YOY. April revenue not yet released.
- ♣ For the month, TTO Facebook page had 112 new page likes. Instagram page has 23 new followers. Twitter page has gained 10 new followers.
- ♣ As of the month of April, TTO has tracked a total of 10 positive editorial spreads featured in both print and digital publications that encourage readers to visit and learn more about Goldsboro-Wayne County. These stories are a result of the October and December 2018 FAM Tours TTO organized for travel writers. Publications include: The Destination Magazine (3 consecutive monthly editorial features), Carolina Living, NC Tripping (2 digital articles), Travel Through Life, Sometimes Home, Mobile RVing, and Visit NC Facebook write-up.
- ♣ TTO assisted with the final preparations and execution of the 2019 Wings Over Wayne Air Show. TTO managed the website and social media communications, organized transportation and marketing of Flying Folly Pub Crawl (100 attendees), hotel arrangements for off-base performers, official WOW event t-shirt sales (\$8,000+ sales), facilitated press release distribution (over 300 publications mentioned WOW and Goldsboro, as far away as China), obtained 300 surveys from spectators at the event and another 219 from online surveys, and 4 public tours (BBQ, Ghost, SJAFB, and History). A total of 94 people attended the tours, and 25% of them were nonlocal and traveled into town early for the purpose of the tours before the air show.
- ♣ TTO and SJAFB's WOW team concluded the estimated crowd size for the 2019 show to be 92,000 on Saturday and 60,000 on Sunday for a combined crowd size of 152,000 over the weekend. These numbers were determined by the figures produced from concessionaire sales and the USAF Thunderbird estimates, along with car-counting figures SJAFB's security forces were able to track. In past air show, the crowd estimates have tended to be inflated and determined without real data to support the crowd totals. This is the first year that the air show made it a priority to determine a estimate with integrity that would better determine economic impact and assist with better public planning for future shows.
- ♣ TTO is analyzing the data collected from WOW surveys and will produce a comprehensive report on demographics, satisfaction, marketing, and economic impact in early May.
- ♣ Ashlin and Josie attended the annual Visit NC 365 tourism conference at the start of April. They pitched Goldsboro-Wayne County to 6 media outlets who focus on travel and leisure, attended 4 educational sessions, 2 professional development seminars, a networking dinner hosted by Our State Magazine.
- ♣ TTO met with Finance and City Manager on April 18th to discuss budget revisions for FY 2019-20 and submitted second round of edits.
- ♣ TTO staff met with Igoe Creative, and ad agency in Greenville, NC, to discuss help with the creative look of the campaign theme for next year's TTO media plan.
- ♣ TTO staff designed the tournament guide for the NCYSA Kepner Cup to be held May 4 weekend at the Bryan Multi-Sports Complex. Staff delivered 400 guides to 7 areas hotels and complex, along with "Welcome to Goldsboro" soccer ball yard signs at the entrance of each hotel.

Occupancy Tax Collections YTD

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2018-19	\$76,448	\$71,981	\$72,429	\$89,311	\$85,534	\$49,108	\$104,633	\$73,949	\$59,855	\$98,520			\$781,768	\$78,177
2017-18	\$81,794	\$70,849	\$71,323	\$66,920	\$68,268	\$60,726	\$43,748	\$51,800	\$53,393	\$68,272	\$69,725	\$78,449	\$785,269	\$65,439
2016-17	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	\$75,368	\$68,577	\$64,312	\$64,218	\$844,303	\$70,359

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Authorization of sale of substandard lots to adjacent property owners under Session Law 2004-94 (Senate Bill 1370)

BACKGROUND: Staff has received an offer to purchase on several city/county-owned properties deemed substandard lots. Board must either accept or reject the offer, and if accepted authorize City staff to execute instruments necessary to transfer ownership. (Session Law 2004-94 Senate Bill 1370)

DISCUSSION: The following offers have been received:

Swan Street

Offeror: Beautanous Coor

Offer: \$1.00 for 50% of property

Earnest Money Depost: \$1.00

Offeror: Theresa Woods

Offer: \$1.00 for 50% of property

Earnest Money Depost: \$1.00

Parcel #: 0055720 Pin #: 3600008623

Tax Value: \$600.00 Zoning: R-6

917 N. John St.

Offeror: Beautanous Coor

Offer: \$1.00 for 50% of property

Earnest Money Depost: \$1.00

Offeror: Theresa Woods

Offer: \$1.00 for 50% of property

Earnest Money Depost: \$1.00

Parcel #: 0055718

Pin #: 3600008551

Tax Value: \$1,500.00

Zoning: R-6

114 Swan St.

Offeror: Beautanous Coor

Offer: \$1.00

Earnest Money Depost: \$1.00

Parcel #: 0055721

Pin #: 3600008672

Tax Value: \$7,830

Zoning: R-6

RECOMMENDATION:

It is recommended that the City Council, by motion:

1. Accept or reject offer on Swan Street to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.
2. Accept or reject offer on 917 N. John St. to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.
3. Accept or reject offer on 114 Swan Street to deed 100% of property to Mr. Beautanous Coor. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.

Date: 05/13/2019



Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019- _____

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, 114 Swan Street (NC Pin #3600008672 Parcel ID 0055721); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for the lot submitted by Beautanous Coor; and

WHEREAS, Offeror has paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

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

- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 2019- _____

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, 917 N. John Street (NC Pin #3600008551 Parcel ID 0055718); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Beautanous Coor and an offer of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Theresa Woods to be divided approximately as described in the attached; and

WHEREAS, both Offerors have paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

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

- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 2019- _____

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, Swan Street (NC Pin #3600008623 Parcel ID 0055720); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Beautanous Coor and an offer of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Theresa Woods to be divided approximately as described in the attached; and

WHEREAS, both Offerors have paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

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

- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

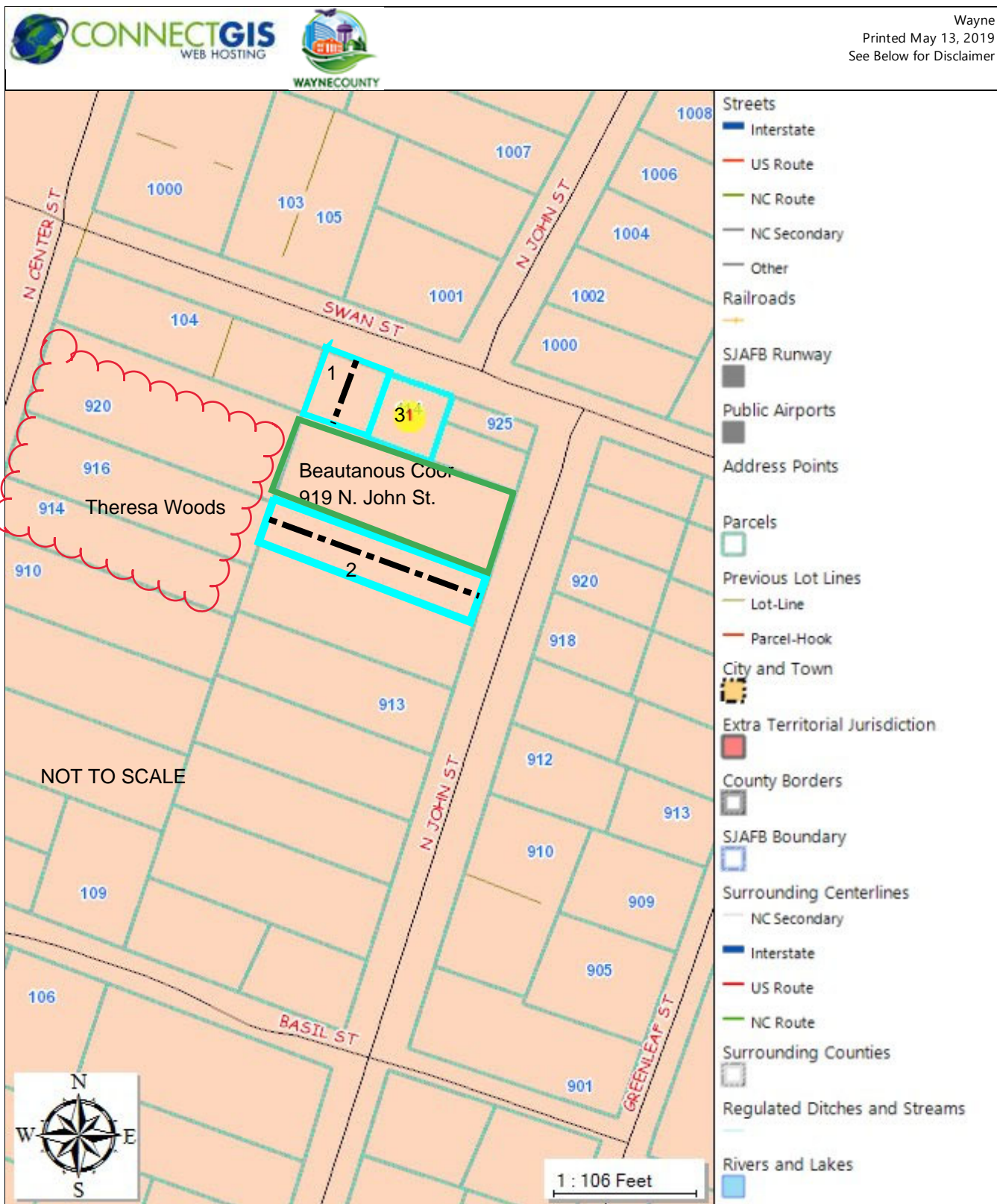
This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager



Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

1 - Swan St 2 - 917 N. John St 3- 114 Swan St

Adjoining Property Owners - Beautanous Coor 919 N. John St Therese Woods 914, 916, 920 N. Center St

Division of Substandard Lots:

- 1 - Swan St would be split 50/50 between Ms. Woods and Mr. Coor, approximately as shown by black dotted line.
- 2 - 917 N. John St would be split 50/50 between Ms. Woods and Mr. Coor approximately as shown by black dotted line.
- 3 - 114 Swan St would be transferred to Mr. Coor in full. Other adjoining property owner had no interest in splitting the parcel.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2003**

**SESSION LAW 2004-94
SENATE BILL 1370**

**AN ACT TO CHANGE THE PROCEDURE FOR DISPOSAL OF SURPLUS
STANDARD AND SUBSTANDARD LOTS BY THE CITY OF GOLDSBORO
AND WAYNE COUNTY.**

The General Assembly of North Carolina enacts:

SECTION 1.(a) Notwithstanding the provisions of Article 12 of Chapter 160A of the General Statutes, the following procedures may be utilized by the City of Goldsboro relative to the sale of surplus real property owned alone by the City or jointly owned by the City and by Wayne County.

SECTION 1.(b) Substandard surplus real property may be disposed of under the following procedures:

- (1) The City Clerk will notify the Planning and Community Development Department of the City's receipt of substandard surplus property.
- (2) The Planning and Community Development Department will identify all contiguous property owners.
- (3) The Planning and Community Development Department will determine if any of the adjoining parcels are substandard.
- (4) If only one of the adjacent lots is substandard, the owner of that lot will be deeded the City's surplus lot if the owner elects in writing to receive title to the property in return for one dollar (\$1.00).
- (5) If more than one adjoining parcel to the surplus property is substandard, the Planning and Community Development Department will contact these property owners to determine their interest in receiving the substandard lot. If more than one adjoining property owner elects in writing to receive title to a portion of the substandard lot, the property will be divided in order to create two standard adjoining lots.
- (6) If dividing the substandard lot among adjoining property owners does not create two standard lots, ownership of the entire lot will be awarded to the owner of the adjoining lot with the greater degree of a substandard condition. If not accepted by this adjoining owner, then the lot will be awarded to the other adjoining owner.
- (7) If the property adjacent to a substandard lot is standard in nature, the property will be divided among the adjoining property owners. If only one adjoining standard property owner shows interest in the standard lot, full property ownership will be awarded to this owner.

SECTION 1.(c) Standard surplus real property may be disposed of under the following procedures:

- (1) The City Clerk will notify the Planning and Community Development Department of the City's receipt of standard real surplus property.
- (2) The Planning and Community Development Department will identify all contiguous property owners.
- (3) The Planning and Community Development Department will determine if any of the adjoining parcels are substandard.

- (4) If a substandard lot adjoins a standard City surplus lot and the property owner agrees to pay fifty percent (50%) of the tax value of the surplus lot, this lot will be sold to the owner of the substandard lot at this price without soliciting further additional bids.
- (5) If more than one adjoining property is substandard and both property owners are willing to share in the minimum asking price of fifty percent (50%) of the total property tax value of the standard lot, the lot in question will then be subdivided between the two adjoining property owners of substandard lots without soliciting further bids provided this division creates two standard lots. If not accepted by this adjoining owner, then the lot will be awarded to the other adjoining owner.
- (6) When all adjacent lots are standard in nature, the Finance Department will conduct the sale of the standard surplus lot. Standard surplus lots will be offered for sale in accordance with the provisions of G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property's tax value. No bid for the lot under fifty percent (50%) of the property's tax value may be accepted by the City council.

SECTION 2. When selling standard properties, the City of Goldsboro will at a minimum:

- (1) Notify the adjacent property owners and individuals and entities who have bid on surplus property in the past as well as all local real estate firms.
- (2) Place upon the property a "For Sale" sign.
- (3) Place a nonlegal advertisement in a local newspaper.
- (4) Arrange for the broadcast of at least one public service announcement on a local radio station and PACC 10 TV.

SECTION 3. The City of Goldsboro will contact the County of Wayne for its concurrence prior to beginning the sale of substandard and standard lots which are jointly owned by both governmental entities.

SECTION 4. This act becomes effective July 1, 2004.

In the General Assembly read three times and ratified this the 13th day of July, 2004.

s/ Beverly E. Perdue
President of the Senate

s/ James B. Black
Speaker of the House of Representatives

Rec'd 5/6/19

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

Parcel: 360000 8623

Street: Swan St

Signed: Beautanous Coor

Date: 5/6/19

Name Beautanous Coor

Address: 807 N. Seaboard St., Goldsboro NC 27530

Phone: (919) 750-3842

Email: _____

Amount of Bid Deposit: \$1.00

make 5/8/19 ag

I, Theresa Woods would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

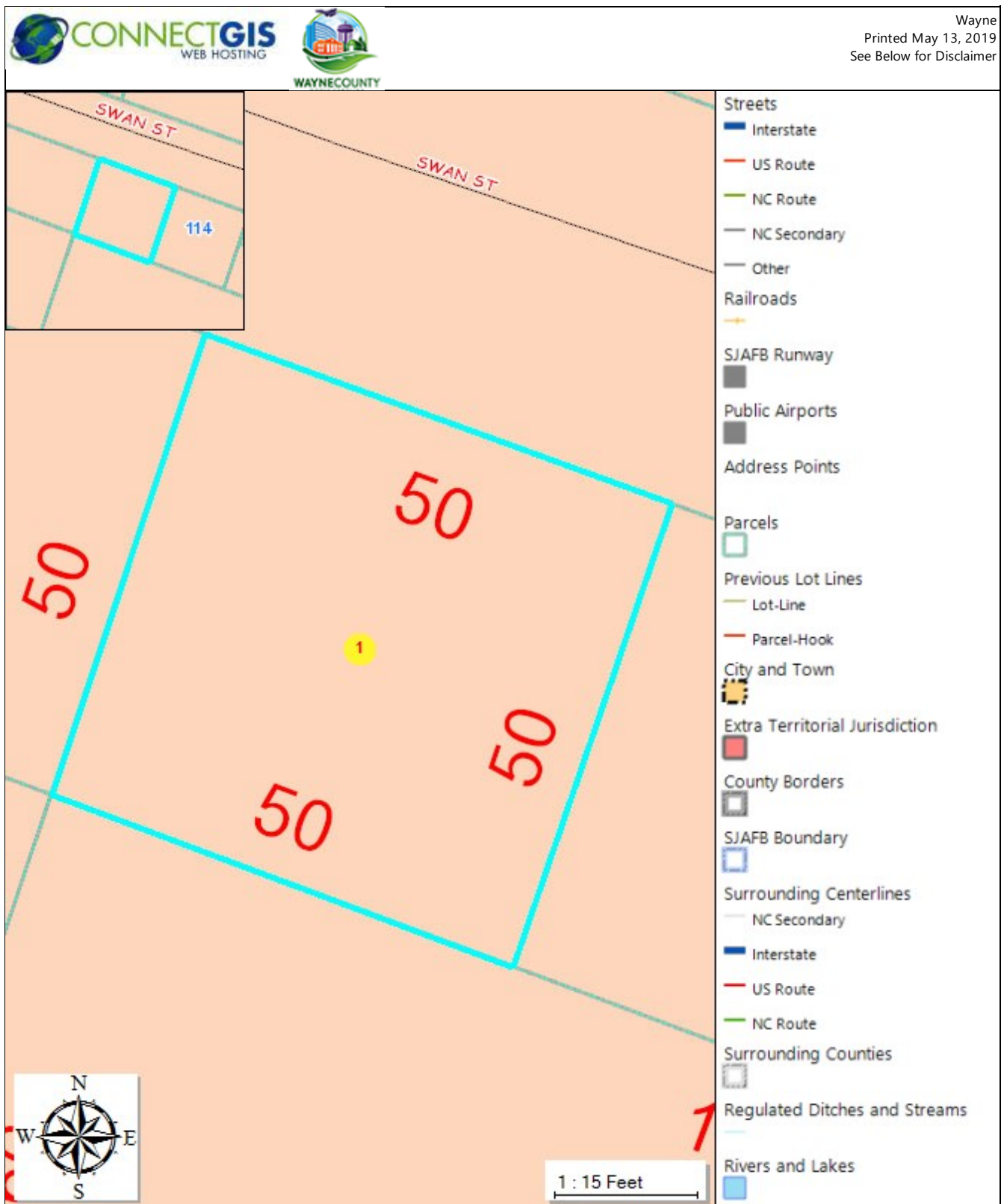
Parcel: 3600008623

Street: Swan St

Signed: Theresa D. Woods

Date: 5/7/2019

Name Theresa Dawson Woods
Address: 602 South Best St. Goldsboro, NC 27530
Phone: (919) 252-1067
Email: Rentahauz@gmail.com
Amount of Bid Deposit: \$1.00



SWAN ST LOT PIN #3600008623

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
4933	3600008623	WAYNE COUNTY &
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
CITY OF GOLDSBORO	PO BOX 227	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-0227		1/23/2015 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055720	3135	194
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
1	2015	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
02015	0844	12
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
2002	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	SWAN ST	E SWAN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	79266550
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
600	600	600
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V	I	

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Wayne County Tax Department

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

Current Owner:	WAYNE COUNTY & CITY OF GOLDSBORO	Property Tax	Real Property
Description:	E SWAN ST	Bill Status:	FULL RELEASE
Location:	SWAN ST UNINCORPORATED	Bill Flag:	OWNERSHIP TRANSFER
Mailing Address:	PO BOX 227 GOLDSBORO NC 27533-0227	Bill #:	0100147766-2015-2015-0000-00
Parcel #:	0055720	Old Bill #:	
Lender:		Old Account #:	
		Due Date:	9/1/2015
		Interest Begins:	1/6/2016

	Value	Rate	Tax Districts	Description	Amount
Real	\$600	.6650	WAYNE COUNTY	Tax	\$0.00
Deferred	\$0				
Use	\$600	.6500	GOLDSBORO	Tax	\$0.00
Personal	\$0				
Exempt & Exclusion	\$0				
					Interest: \$0.00
					Total Billed: \$0.00
Total Assessed Value	\$600				

Transaction History

Date	Type	Paid By	Trans #	Amount
------	------	---------	---------	--------

Current Due: **\$0.00**

Correct if paid by 5/13/2019



Recalculate Interest

Disclaimer:

The tax bill data and payment history provided herein is periodically copied from the Wayne County Tax Office billing and collection system. Currently this data is update hourly. Consequently, there will be a short delay between the time a bill is satisfied (either in our offices or using our online payment vendor) and when payment is reflected on this site. The Wayne County Tax Dept. makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

Rec'd 5/6/19

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

Parcel: 360000 8551

Street: 912 N. John St.

Signed: Beautanous Coor

Date: 5/6/19

Name Beautanous Coor

Address: 807 N. Seaboard St. Goldsboro, NC 27530

Phone: (919) 250-3842

Email: _____

Amount of Bid Deposit: \$1.00

Need 5/8/19 ex

I, Theresa Woods would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

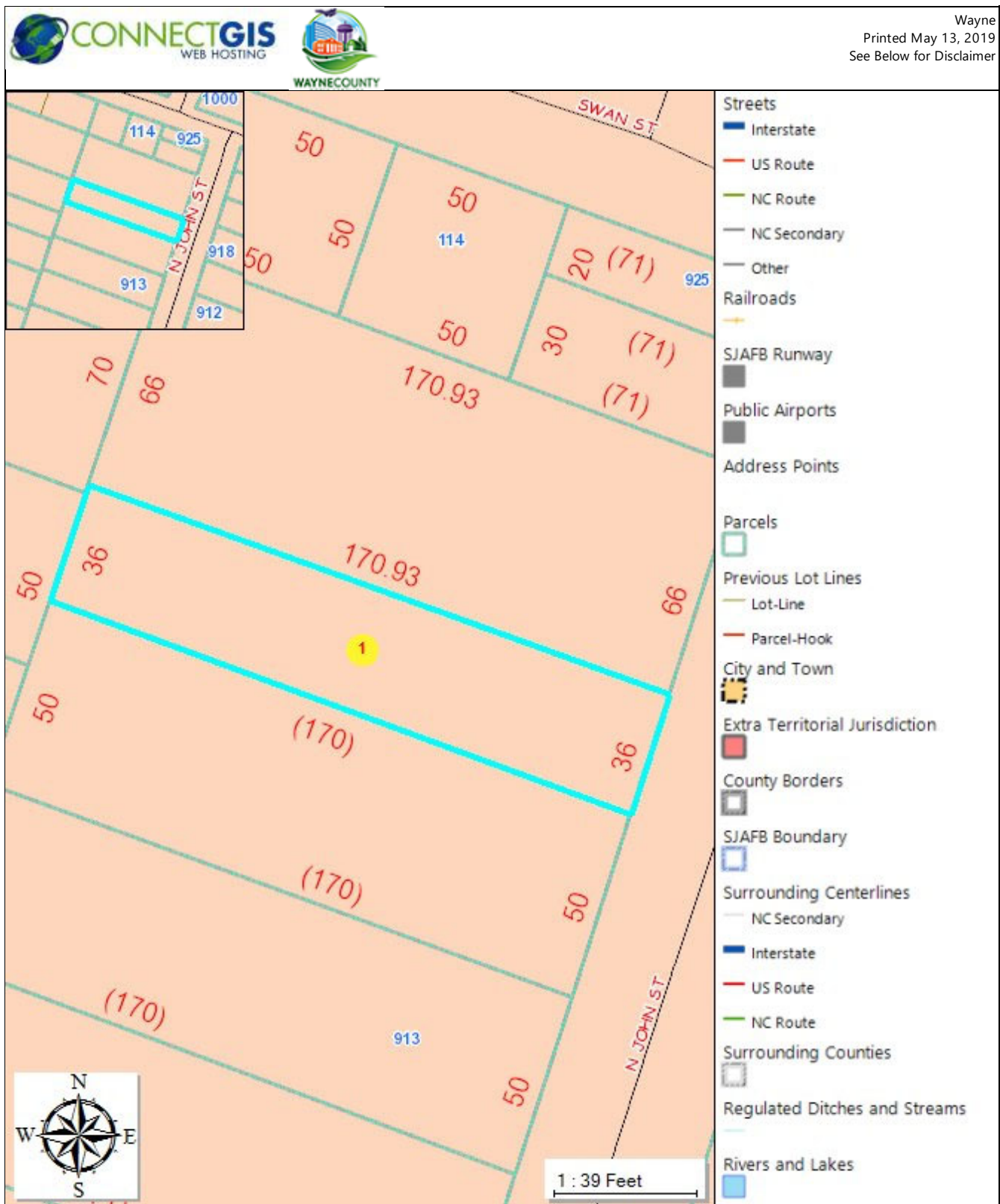
Parcel: 3600008551

Street: 917 N. John St

Signed: Theresa D. Woods

Date: 5/7/2019

Name Theresa Dawson Woods
Address: 602 South Best St. Goldsboro, NC 27530
Phone: (919) 252-1067
Email: Rentahouz@gmail.com
Amount of Bid Deposit: \$1.00



917 N. JOHN ST PIN #3600008551

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
1692	3600008551	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
	PO BOX A	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-9701		10/1/1991 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055718	1307	337
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
10	1991	750
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
0071E	0051	1
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
1971	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	917 N JOHN ST	N JOHN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	76121320
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
1500	1500	1500
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
I	I	

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WAYNE COUNTY

5/13/2019 7:20:11 PM

CITY OF GOLDSBORO

917 N JOHN ST
76121320

Return/Appeal Notes: 3600008551

UNIQ ID 55718

ID NO: 12000049002015

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)

Reval Year: 2019 Tax Year: 2019 N JOHN ST

CARD NO. 1 of 1

1.000 LT

SRC=

Appraised by 60 on 01801 CENTRAL BUSINESS DISTRICT

TW-12

C-01 EX-5 AT-

LAST ACTION 20170729

CONSTRUCTION DETAIL		MARKET VALUE							DEPRECIATION		CORRELATION OF VALUE																										
TOTAL POINT VALUE	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB			CREDENCE TO																										
BUILDING ADJUSTMENTS	01	00							% GOOD		DEPR. BUILDING VALUE - CARD 0																										
TOTAL ADJUSTMENT FACTOR	TYPE: SINGLE FAMILY RESIDENTIAL									DEPR. OB/XF VALUE - CARD 0																											
TOTAL QUALITY INDEX	STORIES:									MARKET LAND VALUE - CARD 1,500																											
											TOTAL MARKET VALUE - CARD 1,500																										
											TOTAL APPRAISED VALUE - CARD 1,500																										
											TOTAL APPRAISED VALUE - PARCEL 1,500																										
											TOTAL PRESENT USE VALUE - PARCEL 0																										
											TOTAL VALUE DEFERRED - PARCEL 0																										
											TOTAL TAXABLE VALUE - PARCEL 1,500																										
											PRIOR																										
											BUILDING VALUE 0																										
											OBXF VALUE 0																										
											LAND VALUE 1,500																										
											PRESENT USE VALUE 0																										
											DEFERRED VALUE 0																										
											TOTAL VALUE 1,500																										
											PERMIT																										
											CODE DATE NOTE NUMBER AMOUNT																										
											ROUT: WTRSHD:																										
											SALES DATA																										
											OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE																										
											BOOK PAGE MOYR																										
											01307 0337 10 1991 WD U I 750																										
											0071E 0051 1 1971 WD U I 0																										
											HEATED AREA																										
											NOTES																										
											BW 71-E-51																										
SUBAREA		GS AREA		RPL CS		CODE QUALITY		DESCRIPTION		LTH		WTH		UNITS		UNIT PRICE		ORIG % COND		BLDG #		L/B		SIZE FACT		AYB		EYB		ANN DEP RATE		OVR		% COND		OB/XF DEPR. VALUE	
TYPE																																					
FIREPLACE																																					
SUBAREA TOTALS																																					
BUILDING DIMENSIONS																																					
LAND INFORMATION																																					
HIGHEST AND BEST USE		USE CODE		LOCAL ZONING		FRONTAGE		DEPTH		DEPTH / SIZE		LND MOD		COND FACT		OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT						ROAD TYPE		LAND UNIT PRICE		TOTAL LAND UNITS		UNT TYP		TOTAL ADJUST		ADJUSTED UNIT PRICE		LAND VALUE		LAND NOTES	
0100		0100		R-6		36		170		1.0400		2		1.0000										40.00		36.000		FF		1.040		41.60		1498			
TOTAL MARKET LAND DATA																																					
TOTAL PRESENT USE DATA																																					

mid 5/6/19 of

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the
purchase of property at the following location:

Parcel: 3600008672

Street: 114 Swan St

Signed: Beautanous Coor

Date: 5/6/19

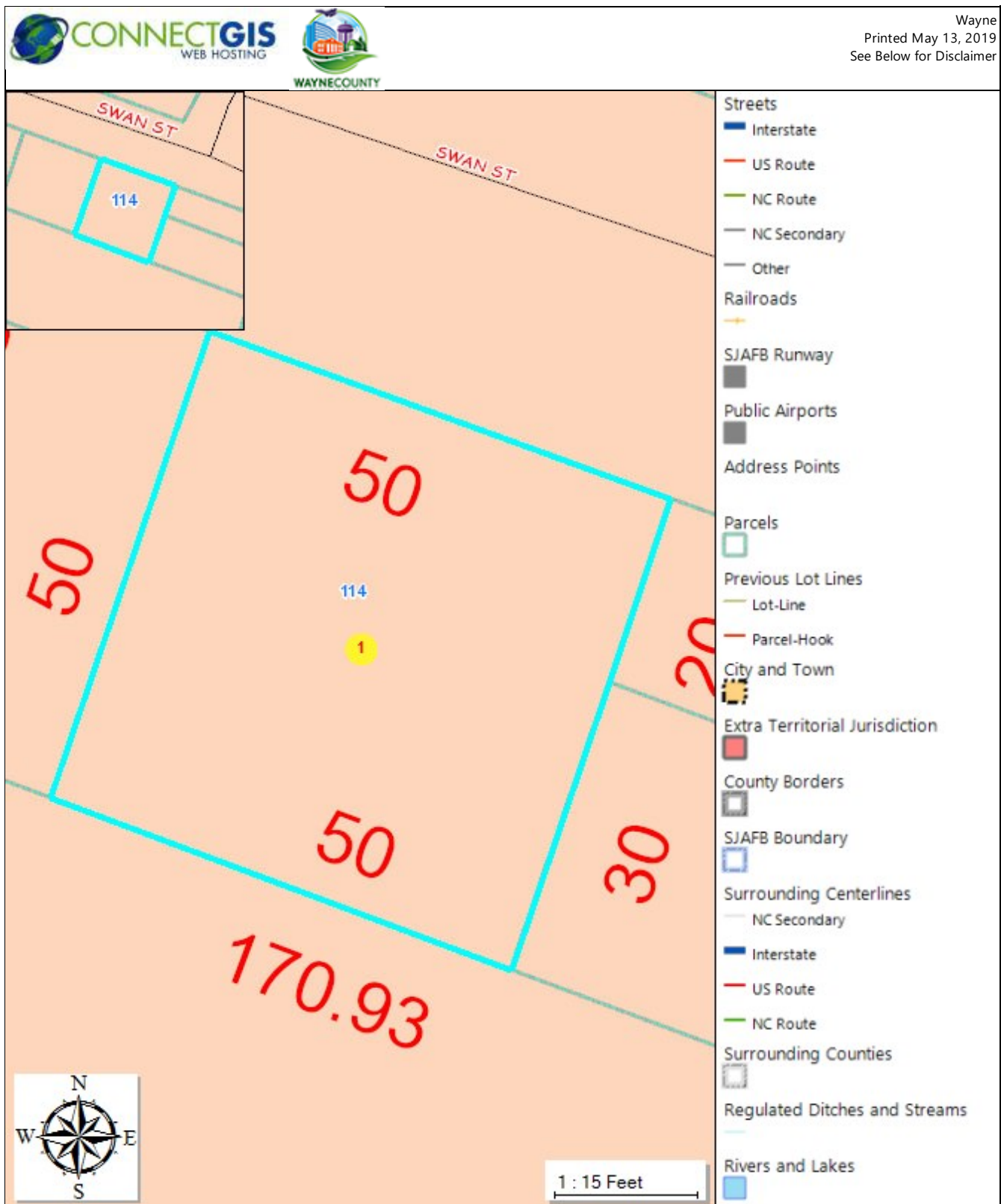
Name Beautanous Coor

Address: 807 N. Seaboard St, Goldsboro, NC 27530

Phone: (919) 750-3842

Email: _____

Amount of Bid Deposit: \$1.00



114 SWAN ST. PIN #3600008672

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
2284	3600008672	WAYNE COUNTY &
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
CITY OF GOLDSBORO	PO BOX 227	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-0227		1/23/2015 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055721	3135	194
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
1	2015	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
02015	0844	12
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
2002	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	114 SWAN ST	SWAN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	79266550
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	6650	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
1180	7830	7830
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
1	1	

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Wayne County Tax Department

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

Current Owner:	WAYNE COUNTY & CITY OF GOLDSBORO	Property Tax	Real Property			
Description:	SWAN ST	Bill Status:	FULL RELEASE			
Location:	114 SWAN ST UNINCORPORATED	Bill Flag:	OWNERSHIP TRANSFER			
Mailing Address:	PO BOX 227 GOLDSBORO NC 27533-0227	Bill #:	0100102029-2015-2015-0000-00			
		Old Bill #:				
		Old Account #:				
Parcel #:	0055721	Due Date:	9/1/2015			
Lender:		Interest Begins:	1/6/2016			
		Value	Rate	Tax Districts	Description	Amount
Real		\$7,830	.6650	WAYNE COUNTY	Tax	\$0.00
Deferred		\$0				
Use		\$7,830	.6500	GOLDSBORO	Tax	\$0.00
Personal		\$0				
Exempt & Exclusion		\$0	Interest: \$0.00			
		Total Billed: \$0.00				
Total Assessed Value		\$7,830				

Transaction History

Date	Type	Paid By	Trans #	Amount
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Current Due: **\$0.00**

Correct if paid by



[Recalculate Interest](#)

Disclaimer:

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CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Authorization of sale of real property under G.S. § 160A-266, § 160A-269 (Upset bid process), and § 160A-279 (Sale of property to entities carrying out a public purpose).

BACKGROUND: Staff has received a request from Wayne County to approve or reject the sale or transfer of real property, and if approved, authorize City staff to execute instruments necessary to transfer ownership.

DISCUSSION: The following offers have been received and approved by the Wayne County Board of Commissioners and require the City of Goldsboro to approve or reject the offer:

912 N. John Street (Pin #3600009385)

Offeror: St. Matthews AME Zion Church

Offer: \$4,300.00

Tax Value: 1,620.00

Parcel ID: 0055727

Zoning: R-6

The adjoining owner (St. Matthews AME Zion Church) has offered to purchase this property from Wayne County and the City of Goldsboro. It was foreclosed in March and had no bidders. The County accepted the offer and completed the upset bid process. The County has since finalized the upset bid process and approved the final sale. This is conducted under General Statute § 160A-269 (upset bid process).

707 N. Georgia Avenue (Pin # 2599796818)

Offeror: Habitat for Humanity (non-profit)

Offer: \$1.00

Tax Value: \$3,210.00

Parcel ID: 0047450

Zoning: R-6

709 N. Georgia Avenue (Pin #2599796934)

Offeror: Habitat for Humanity (non-profit)

Offer: \$1.00

Tax Value: \$3,180.00

Parcel ID: 0055727

Zoning: R-6

The Habitat for Humanity of Goldsboro-Wayne has requested that these two parcels be donated to the group for purposes of carrying out its mission to provide housing for those in need. The organization is registered as a 501(c)3 non-profit with the Internal Revenue Service and they are current with the 990 tax filings with the IRS. They are registered with the North Carolina Secretary of State as a non-profit corporation and their status is current-active. The City has a Form W9 on file as well.

The Wayne County Board of Commissioners has approved the donation and transfer of the parcels as requested. The County is now requesting that the City Council either approve or reject the action. This is conducted under General Statute § 160A-279 Sale of property to entities carrying out a public purpose.

RECOMMENDATION:

City Council, by motion:

1. Approve or reject sale of 912 N. John Street to St. Matthews AME Zion Church. If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.
2. Approve or reject transfer by donation of 707 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit). If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.
3. Approve or reject transfer by donation of 709 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit). If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.

Date: 5/14/2019



Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019- _____

**RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY**

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, **912 N. John Street**; and

WHEREAS, North Carolina General Statute § 160A-269 permits the local governments to dispose of surplus real property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to purchase the property described above, in the amount of **\$4,300.00 (Four Thousand Three Hundred Dollars and no/100)** submitted by **St. Matthews AM Zion Church (Offeror)**; and

WHEREAS, the County of Wayne has properly conducted and completed the upset bid process as required in General Statute § 160A-269 and approved the final sale to the Offeror; and

WHEREAS, the County of Wayne now requests the City of Goldsboro as joint owner of the property to approve or reject the final sale.

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

- 1) The City Council approves and authorizes sale of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 2019- _____

RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY
UNDER GENERAL STATUTE § 160A-279

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 707 N. Georgia Avenue; and

WHEREAS, North Carolina General Statute § 160A-279 permits the local governments to dispose of surplus real property to entities carrying out a public purpose after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to transfer and donate the property described above, in the amount of \$1.00 (One Dollars and no/100) submitted by Habitat for Humanity of Goldsboro-Wayne (Offeror); and

WHEREAS, Habitat for Humanity of Goldsboro-Wayne is registered as 501(c)3 with the Internal Revenue Service and is current with its 990 filing requirements. The entity is also registered with the North Carolina Secretary of State as a non-profit corporation and has a current-active status; and

WHEREAS, the County of Wayne has properly accepted and approved the final transfer and donation to the Offeror as required in General Statute § 160A-279; and

WHEREAS, the County of Wayne now requests the City of Goldsboro as joint owner of the property to approve or reject the final transfer and donation.

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

- 1) The City Council approves and authorizes the transfer and donation of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 2019- _____

RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY
UNDER GENERAL STATUTE § 160A-279

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 709 N. Georgia Avenue; and

WHEREAS, North Carolina General Statute § 160A-279 permits the local governments to dispose of surplus real property to entities carrying out a public purpose after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to transfer and donate the property described above, in the amount of \$1.00 (One Dollars and no/100) submitted by Habitat for Humanity of Goldsboro-Wayne (Offeror); and

WHEREAS, Habitat for Humanity of Goldsboro-Wayne is registered as 501(c)3 with the Internal Revenue Service and is current with its 990 filing requirements. The entity is also registered with the North Carolina Secretary of State as a non-profit corporation and has a current-active status; and

WHEREAS, the County of Wayne has properly accepted and approved the final transfer and donation to the Offeror as required in General Statute § 160A-279; and

WHEREAS, the County of Wayne now requests the City of Goldsboro as joint owner of the property to approve or reject the final transfer and donation.

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

- 1) The City Council approves and authorizes the transfer and donation of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

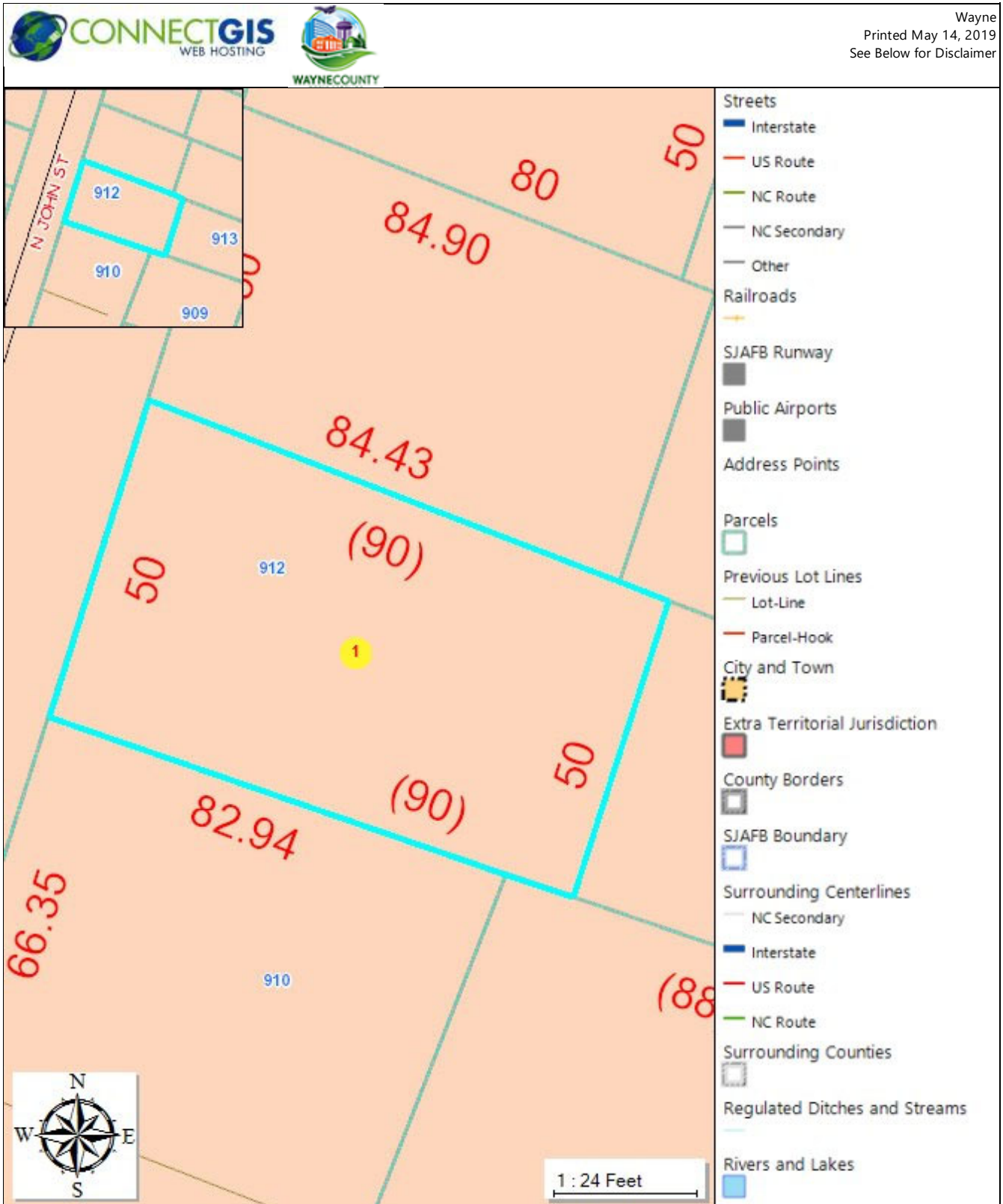
This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager



912 N. John Street

Offeror: St. Matthews AME Zion Church

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
12284	3600009385	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
WAYNE COUNTY	PO DRAWER A	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-9701		4/4/2019 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055727	3430	336
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
4	2019	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
00624	0470	1
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
1964	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	912 N JOHN ST	N JOHN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	75254500
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
1620	1620	1620
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V	I	

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912 N. John Street

Offeror: St. Matthews AME Zion Church



Wayne County Tax Department

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

Current Owner:	CITY OF GOLDSBORO WAYNE COUNTY	Property Tax Real Property
Description:	N JOHN ST	Bill Status: UNPAID
Location:	912 N JOHN ST UNINCORPORATED	Bill Flag: DELINQUENT, OWNERSHIP TRANSFER, ADVERTISED
Mailing Address:	PO DRAWER A GOLDSBORO NC 27533-9701	Bill #: 0100148437-2018-2018-0000-00
Parcel #:	0055727	Old Bill #:
Lender:		Old Account #:
		Due Date: 9/1/2018
		Interest Begins: 1/8/2019

	Value	Rate	Tax Districts	Description	Amount
Real	\$1,620	.6635	WAYNE COUNTY	Tax	\$10.75
Deferred	\$0		WAYNE COUNTY	Advertisement	\$3.00
Use	\$1,620		GOLDSBORO	Tax	\$10.53
Personal	\$0	.6500			
Exempt & Exclusion	\$0				
					Interest: \$1.07
Total Assessed Value	\$1,620				
					Total Billed: \$25.35

Transaction History

Date	Type	Paid By	Trans #	Amount
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Current Due: \$25.35

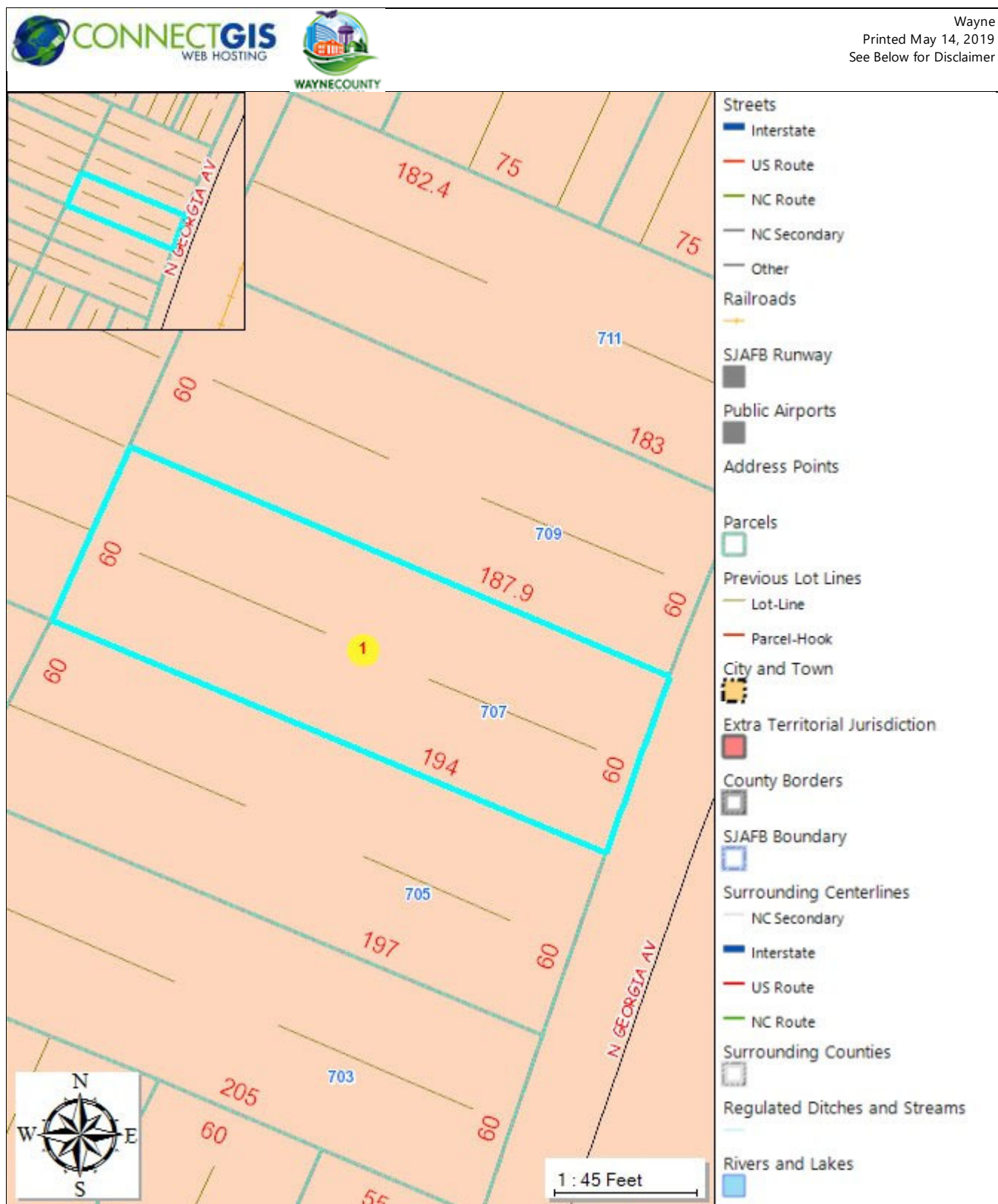
Correct if paid by 5/14/2019



Recalculate Interest

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707 N. Georgia Avenue
Offeror: Habitat for Humanity (non-profit)

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
63258	2599796818	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
WAYNE COUNTY	PO DRAWER A	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-9701		5/10/2018 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0047450	3370	618
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
5	2018	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
01092	0768	1
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
1985	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	707 N GEORGIA AVE	LT 49&50 MARSHALL BEST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	75254500
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
3210	3210	3210
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V	I	

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707 N. Georgia Avenue
Offeror: Habitat for Humanity (non-profit)



Wayne County Tax Department

Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

	CITY OF GOLDSBORO WAYNE COUNTY	Property Tax	Real Property		
Description:	LT 49&50 MARSHALL BEST	Bill Status:	FULL RELEASE		
Location:	707 N GEORGIA AVE UNINCORPORATED	Bill Flag:			
		Bill #:	0100101615-2018-2018-0000-00		
		Old Bill #:			
Mailing Address:	PO DRAWER A GOLDSBORO NC 27533-9701	Old Account #:			
		Due Date:	9/1/2018		
Parcel #:	0047450	Interest Begins:	1/8/2019		
Lender:					
	Value	Rate	Tax Districts	Description	Amount
Real	\$3,210	.6635	WAYNE COUNTY	Tax	\$0.00
Deferred	\$0				
Use	\$3,210	.6500	GOLDSBORO	Tax	\$0.00
Personal	\$0				
Exempt & Exclusion	\$0				
				Interest:	\$0.00
				Total Billed:	\$0.00
Total Assessed Value	\$3,210				

Transaction History

Date	Type	Paid By	Trans #	Amount
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Current Due: \$0.00

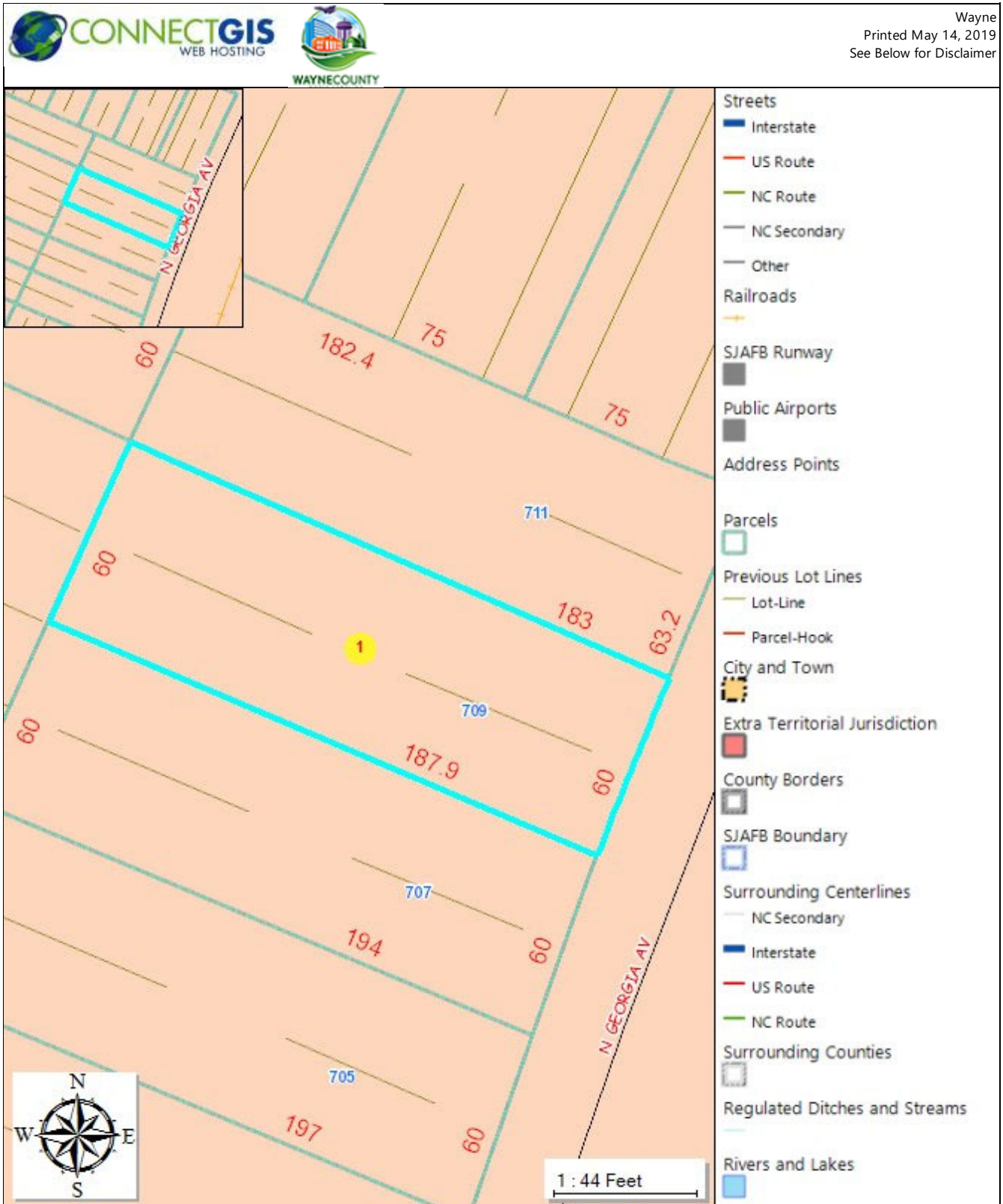
Correct if paid by



[Recalculate Interest](#)

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709 N. Georgia Avenue
Offeror: Habitat for Humanity (non-profit)

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
66343	2599796934	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
WAYNE COUNTY	PO DRAWER A	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-9701		4/17/2019 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0047451	3433	103
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
4	2019	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
02295	0090	3
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
2005	19000	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	709 N GEORGIA AVE	LT 47&48 MARSHALL BEST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	75254500
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
3180	3180	3180
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V	I	
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709 N. Georgia Avenue
Offeror: Habitat for Humanity (non-profit)



Wayne County Tax Department

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

Current Owner:

CITY OF GOLDSBORO
WAYNE COUNTY

Description:

LT 47&48 MARSHALL BEST

Location:

709 N GEORGIA AVE
UNINCORPORATED

Mailing Address:

PO DRAWER A GOLDSBORO NC
27533-9701

Parcel #:

0047451

Lender:

Property Tax

Real Property

Bill Status:

UNPAID

Bill Flag:

DELINQUENT, OWNERSHIP TRANSFER, ADVERTISED

Bill #:

0099078847-2018-2018-0000-00

Old Bill #:

Old Account #:

Due Date:

9/1/2018

Interest Begins:

1/8/2019

	Value	Rate	Tax Districts	Description	Amount
Real	\$3,180	.6635	WAYNE COUNTY	Tax	\$21.10
Deferred	\$0				
Use	\$3,180		WAYNE COUNTY	Advertisement	\$3.00
Personal	\$0	.6500	GOLDSBORO	Tax	\$20.67
Exempt & Exclusion	\$0				
					Interest: \$2.09
Total Assessed Value		\$3,180	Total Billed: \$46.86		

Transaction History

Date	Type	Paid By	Trans #	Amount
------	------	---------	---------	--------

Current Due: **\$46.86**

Correct if paid by



[Recalculate Interest](#)

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