



**REVISED AGENDA**  
**REGULAR MEETING OF THE MAYOR AND CITY COUNCIL**  
**CITY OF GOLDSBORO**  
**COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET**  
**SEPTEMBER 4, 2018**



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

**I. ADOPTION OF THE AGENDA**

**II. CLOSED SESSION-4:45 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**

- Economic Development Matter

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

- a. Bus Shelters (GWTA)
- b. Sidewalk Discussion (Planning)
- c. Herman Park Center (Mayor)
- d. Historic District Commission (City Attorney)

**NEW BUSINESS**

- e. Appointment of Interim City Manager (Mayor)
- f. Discussion Items (Councilmember Stevens) *\*Attachment Included*
  1. Technology and the Future of Goldsboro
  2. Social and Financial Economics of Goldsboro
- g. Fire Department Reorganization (Fire) *\*Attachment Included*
- h. Litter Awareness Campaign (City Manager's Office) *\*Attachment Included*

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

Invocation (Pastor Stanley Kelly, Fellowship Baptist Church)

Pledge to the Flag

**V. ROLL CALL**

**VI. PRESENTATIONS (\*Motion/Second)**

- A. Resolution In Memory Of William Harrell Everett, Jr.
- B. Resolution Expressing Appreciation for Services Rendered by Scott A. Stevens as City Manager of the City of Goldsboro for More Than 7 Years

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

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

- C. Budget Amendment – City Hall Repairs (Finance)
- D. US Dept. of Justice: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation (Police)
- E. Contract Award for 2018 Bituminous Concrete Resurfacing Project - Formal Bid No. 2018-005 (Engineering)
- F. Authorization of an agreement with McAdams for professional services on a District 6 Park Master Plan (Parks and Recreation)
- G. Z-11-18 The Three J's – North Side of US 70 East between North Oak Forest Road and East Ash Street Extension (SC to GBCD) (Planning)
- H. Z-12-18 Goldsboro Housing Authority – South side of Edgerton Street between Claiborne Street and Taylor Street (R-9 Residential to O&I-1 CD for Day Care Center) (Planning)
- I. Z-13-18 Arnold Flowers – North side of Arrington Bridge Road between Casey Mill Road and Bill Lane Boulevard (R-9 and RM-NC to I-2 CD Industrial) (Planning)
- J. Z-14-18 Shirley Edwards – South side of A Street between Seaboard Street and North Center Street (R-9 to RM-9CD) (Planning)
- K. CU-8-18 Coastal Transport, Inc. – Southwest corner of South George Street and Hemlock Street (Planning)

- L. CU-9-18 Bradley Tew – South side of US 70 East between North Oak Forest Road and East Ash Street Extension (Place of Entertainment with No ABC Permits-Indoor Batting Cages) (Planning)
- M. Site, Landscape and Building Elevation Plans – Malloy Street Offices (Planning)

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

**X. CITY MANAGER'S REPORT**

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

**XII. ADJOURN**

# Our Future

Discussion on Social – Financial Economics  
and  
Technology

GLDSBR

BE MORE DO MORE SEYMOUR

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# Our Place In North Carolina

## Destination Cities VS Drive-Thru Cities

### **Destination Cities:**

1. Have a Major Attraction or Land Mark.
2. A bombing Downtown, rich with Business, Restaurants, and a Non-Stop Social life. (Night Life)
3. A HEAVY Arts & Humanities Culture.
4. A unstoppable Educational System. (Public, Private, & College)

### **Drive-Thru Cities:**

1. A Unattractive City Entrance .
2. Too Many City Hwy. Bypasses.
3. Low Wage jobs. (For Both Blue & White collar Citizens)
4. A Low support of ALL city events. (*DGDC & Travel/Tourism*)
5. Poor Race & Social Class Relations between citizens.



# Caring for Thy Neighbor as We care for Ourselves

Taking Steps Out of Poverty.

## **5 Steps to help citizens out of Poverty:**

1. Education by any means necessary! (NC-Works, Classes at Historic W.A. Foster Center, The Arts Council & Wages)
2. Any able body Citizen on the Well-fare system, will receive full benefits, as long they start the process to get off Well-Fare. (NO Citizen will be punished for trying to improve their life)  
\*Note\* Those Citizens who refuse to try will Lose ALL benefits after 2 years!
3. Any Citizen who attains a job will be partner with a Financial Mentor, who can accompany them to a bank and will help them open a checking account & Saving account. (The Financial Mentor will advise said citizen to have 10% taken from their Direct Deposit check into their Saving Account)
4. City/County - Incentive Grants of \$250,00 - MUST be giving to any Industrial or Technology company that will come to Wayne County/Goldsboro and who will hire 60 or more citizens.
5. City/County – Any citizen in jail, on probation, or otherwise will be taken to a County faculty where they will have the option to learn to live off the land, basically teaching to become framers. (If we are a framer strong community, then this how we educate the importance of agriculture)

# Protecting Our Citizens

Tackling Crime, and Taking Steps to a Safer City

## **Understanding Why Crimes Happen in Our City?**

1. A Lack of Good jobs & Low Educational Standards for our schools.
2. A high number of citizens A or Below the Poverty line.
3. A heavy Illegal Drugs presents.

## **Steps to take for a Safer City**

- The GPD must develop and have a Cyber Police Force.
- If GPD has more then 2 reposts of a Liquor/Drug house, The City has the Right to seize and take ownership of said property. (As long as there is proof there is a REAL threat to the community)
- GPD must have a 4 step program to help recurring criminals to rehabilitee, before they are placed in prison. (The whole City & County should a part in this process)
- The City & County MUST build a Battered Women Shelter. (Thus IS A HIGH DEMAND ISSUE)

# Losing Our Phobia of Technology

Educating Ourselves On Current Technology, and How It Can Improve Our Lives

## **farmers & Citizens should not Fear Solar Farms!**

- The Reason why Farmers shouldn't fear Solar Farms are::
  1. Solar Panels at Solar Farms can be use to generate the UV rays, or Artificial Sunlight to grow crops. (This is natural light from Our Sun used to grow food, IT IS NOT DANGEROUS)
  2. Farmers CAN use the LAND after a Solar Farm moves from that location. (This Is Fact and I will explain the process in the next slide)

## **The School System Will Benefit From Technology**

1. Citizens of Goldsboro taxed twice; The second taxes go to the schools as a school district tax for new materials & technology.
2. By 2025 A.D. Most of the USA schools will be switched over to E-Books/Tablets. Goldsboro & Wayne County must be prepare for the change, We must start the video distant learning through Skype and other video communications NOW!
3. By 2021 A.D. Every Citizen should be able to have some computer Knowledge ( NOT Just Social Media) We the City must prepare ALL citizens, with all our programs & boards.

# Losing Our Phobia of Technology

Educating Ourselves On Current Technology, and How It Can Improve Our Lives

## **Soil Recycling – The Process Of Using The Land After A Solar Farm**

**\*Note\* This is not every step, how well the crops do are up to the Farmer!\***

1. After a Solar Farm leaves a location, The Soil Grinders come in to clear away the concrete left by the Solar Farms.
2. **The Grinders brake apart all concrete, and shovel all rock/soil particles into a rock grinder until it is fine dust/soil.**
3. **The Soil grinders then put fine dust/soil into buckets filled with Cow Manure, they then take Hand plaster mixers and mix the fine dust/Soil to make NEW enriched Soil.**
4. **The Soil Grinders take electronic garden hoes to dig up the ground, they then start to spread the new enriched soil from the buckets into the fresh dug up ground.**
5. **The Soil Grinders repeat this process until a whole field is completely done. This is before any new crops are grown on the land.**
6. **The entire process will take a week, to cover over 10 acres.**

# Putting Our Best Foot Forward

How To Bring New Life To Our City Every Weekend

## **Marketing Our City & Our Biggest Supporters**

### **Our Biggest Supporters:**

1. Wayne County Chamber Of Commerce
2. DGDC
3. Businesses
4. Schools & Community College

### **Marketing Our City – Things We haven't Thought of Yet**

1. All Realtor, Boards, & Commissions should give the Chamber information about how they operate in Goldsboro, to be giving interested parties as a Welcome package.
2. When Properties come up for Development or Redevelopment, ALL Developers should be invited to the table from the start!!
3. Friday, Saturday, & Sunday it would be nice to see a Live event going on. (NOT Just With The DGDC board, or who they pick!!) Sherry Archibald & her staff should be part of this aspect and the DGDC back them up on Marketing.

# Putting Our Best Foot Forward

How To Bring New Life To Our City Every Weekend

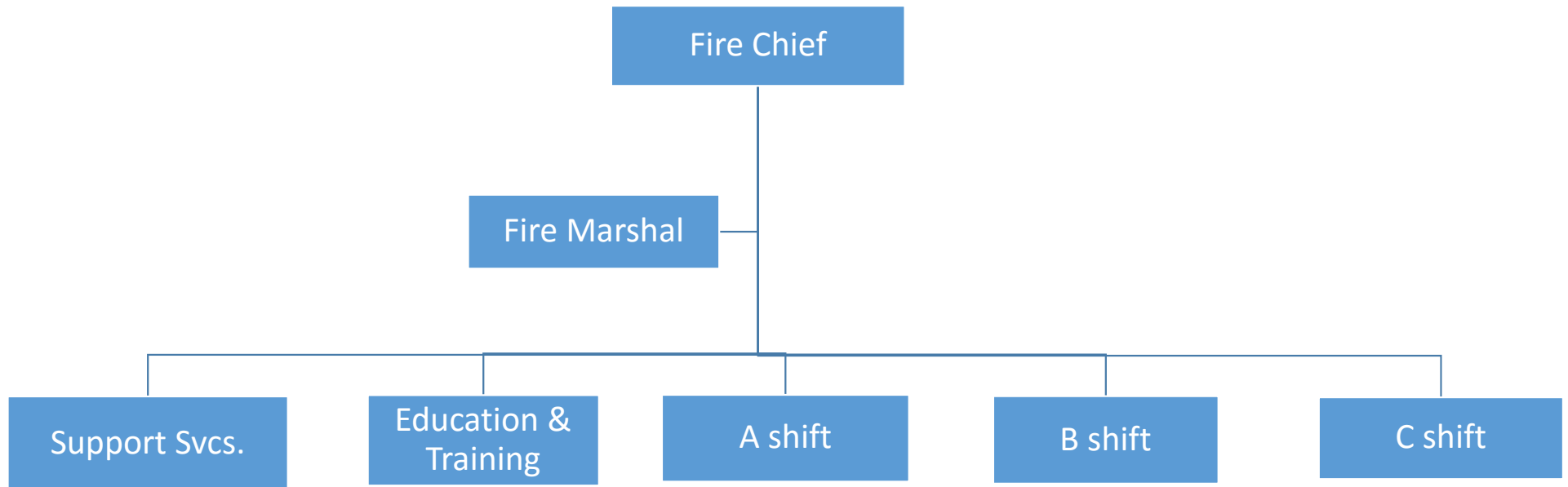
## **Marketing Our City – Things We Haven't Thought Of Yet**

4. ALL Events need to be Promoted, Whether from Council or Citizen. (This all can be done for a fee of course)
5. Goldsboro would benefit from making alliances with the Television/Movie Industry.
6. Since we do not have a University in Goldsboro, the way to fill each APT. downtown, we should make them where they can be Offices/Living space. Which fits with the budget of Every Citizen.
7. Goldsboro also needs to be thinking about a business incubator center. (A Building with low rent & utilities included (Internet not Included) This will give business minded citizens a chance to get their business up and going.
8. FINALLY – I would like to invite everyone to the Paramount Theater on February 2, 2019 for Infinity Television Debut Showcase Weekend. Film Directors, Animators, Actors, and Actress will be there to celebrate their work being on a Streaming Network.

# Goldsboro Fire Department

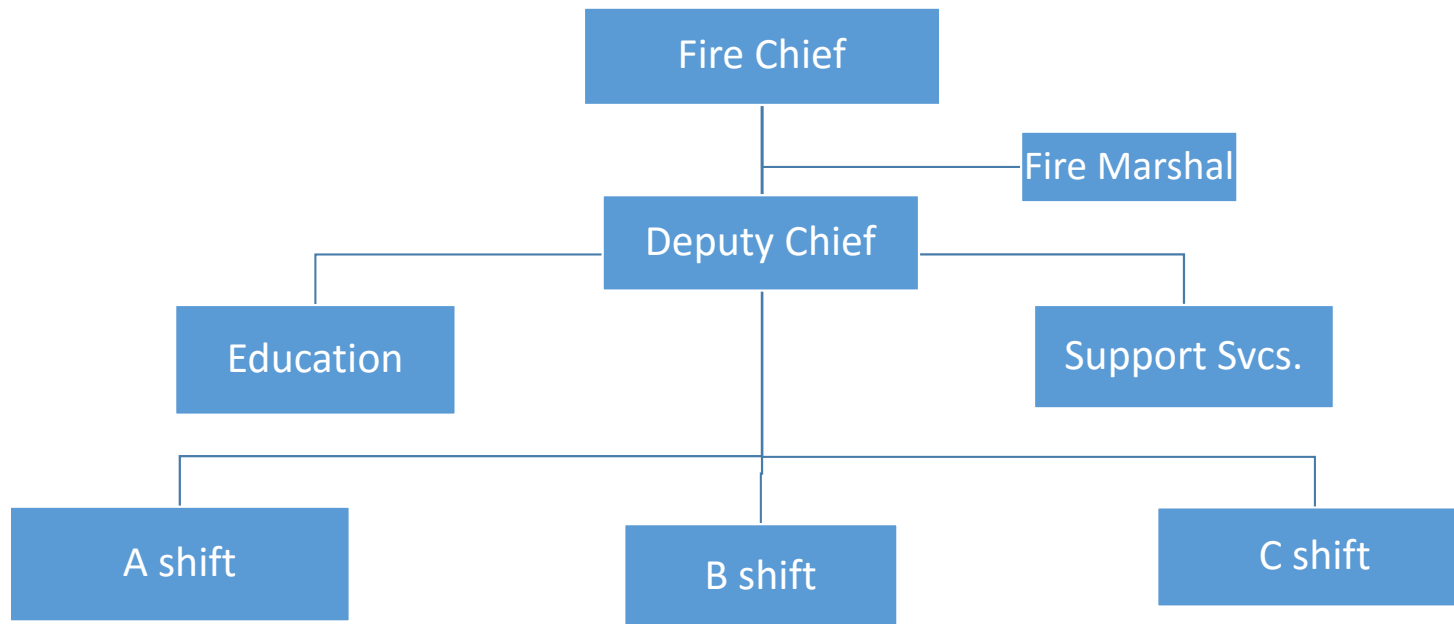
Reorganization to Improve Efficiency

# Where We Are....





# More Efficient....



**DON'T SAY**  
**I CAN'T AFFORD IT..**  
**INSTEAD, ASK YOURSELF**  
**HOW CAN I AFFORD IT?!**



## GOLDSBORO FIRE DEPARTMENT RESTRUCTURE

Current Uniformed Costs		Proposed Changes and Estimated Costs	
JOB TITLE	SALARY	JOB TITLE - P1	SALARY
Fire Chief	99000	Fire Chief	99000
Asst. Chief/ Support Services	75000	Deputy Fire Chief	85000
Asst. Chief/ Training & Safety	75000	Asst. Fire Chief Support Services	75000
Asst. Chief/ Operations A	75000	Asst. Fire Chief Training & Safety	75000
Asst. Chief/ Operations B	75000	Battalion Chief A	65000
Asst. Chief/ Operations C	75000	Battalion Chief B	65000
Fire Marshal (*Non Exempt)	65000	Battalion Chief C	65000
Captain/ Inspector	56000	Fire Marshal (Battalion Chief)	65000
Captain/ Training	56000	Captain/ Inspector	56000
		Captain/ Training	50000
		P/T Inspections	20000
		P/T Training and Recruitment	20000
		P/T Support Services	20000
Salary Total	651000		760000
		Staff vehicle	5000
			765000

* Fire Marshal is now classified as a Battalion Chief and an exempt employee.
** The Cost of a staff vehicle is a capitalized expense.
Savings associated with the use of civilian P/T personnel related to benefits.
Job opportunities for qualified civilians provides a boost for the local economy.
There will be a reduction in the amount of OT across the board.

*Thank  
you*



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# Litter Prevention Campaign

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## Litter collection in Goldsboro

- 2017 — 4,885 bags
- 2018 — 3,011 bags (through July)





James Street



S. Slocumb Street





E. Newsome Street



Olivia Lane





Stoney Creek Parkway

# The Message

Keeping our city clean and beautiful is everyone's responsibility, and it takes everyone's help. Do your part to keep Goldsboro clean by making a personal choice to put trash in its proper place and encouraging others to do the same.



# Strategies

- Increase public awareness of the problem of litter and its impact on the environment.
  - Video PSA
  - Graphics for social media and the website
  - Information in citizens newsletter
  - Water bill insert
  - Education and outreach to local schools
  - Engagement with local community organizations

# Strategies

- Improve infrastructure to discourage littering
  - Explore the need for additional lighting and trash cans in certain areas.
- Encourage residents to take pride and ownership in the cleanliness of the community.
  - Host community clean-up events
  - Develop a program similar to Keep America Beautiful's Adopt-a-Spot program that would allow community groups to take responsibility for maintaining certain areas within the City.

# Long Term Solution

- Explore the feasibility of establishing a Keep America Beautiful affiliate in Goldsboro/Wayne County.
  - Cost: One-time \$4,000 certification fee; annual \$330 fee

# Questions?



## City of Goldsboro

H.O. Drawer A  
North Carolina  
27533-9701

### RESOLUTION 2018-54

#### RESOLUTION IN MEMORY OF WILLIAM HARRELL EVERETT, JR.

**WHEREAS**, William Harrell Everett Jr., was born on December 25, 1934 and was raised in Williamston, North Carolina. From 1964 until his death on August 16, 2018, Harrell resided in Goldsboro, North Carolina; and

**WHEREAS**, Harrell is survived by his wife Lila and his daughters: Lucy and Ann. Harrell was blessed with three grandchildren: Adlai, Xavier and Lila Frances. He is also survived by one sister, one brother and many nieces, and nephews; and

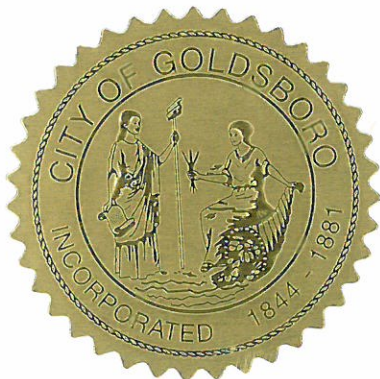
**WHEREAS**, Harrell served his country in the United States Army between undergraduate and law school. Harrell began practicing law in 1962 in Rocky Mount, N.C., and moved to Goldsboro in 1964, where he practiced law until 2015, including serving as city attorney of the City of Goldsboro for 35 years; and

**WHEREAS**, Harrell served his community and church in many ways, including senior warden and treasurer of St. Stephen's Episcopal Church, president of the Goldsboro Chamber of Commerce, president and Paul Harris Scholar of Rotary, and member of the Goldsboro City Schools Board of Education; and

**WHEREAS**, Harrell also served as chairman of the Wayne Mental Health Board, president of the local Wachovia Bank board and member of the North Carolina Job Development Investment Grant (JDIG) committee.

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

1. We express to the family of Mr. William Harrell Everett, Jr. our heartfelt belief that the memory of his good works and character will be and remain an inspiration to many and a blessing to all.
2. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 4<sup>th</sup> day of September, 2018.



Chuck Allen  
Mayor



## **RESOLUTION 2018-54**

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Approved as to form only:

Reviewed by:

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City Attorney

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City Manager



## City of Goldsboro

H.O. Drawer A  
North Carolina  
27533-9701

### RESOLUTION NO. 2018-55

#### RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY SCOTT A. STEVENS AS CITY MANAGER OF THE CITY OF GOLDSBORO FOR MORE THAN 7 YEARS

**WHEREAS**, Scott A. Stevens retires on October 1, 2018 as City Manager for the City of Goldsboro with more than 29 years of creditable service; and

**WHEREAS**, Scott served his country faithfully as a reserve officer in the Navy's Civil Engineer Corps from 1993 until 2001; and

**WHEREAS**, Scott began his career in public service with the N.C. Department of Transportation in 1990; and

**WHEREAS**, Scott transitioned from state to local government in 1998 with the City of Kinston where he served as Assistant City Engineer, City Engineer, Public Services Director, Assistant City Manager and City Manager; and

**WHEREAS** on August 8, 2011, Scott was hired as the City Manager for the City of Goldsboro, where he has served for seven years until his retirement; and

**WHEREAS**, Scott has participated in numerous local boards, commissions and civic activities including the Wayne County United Way, Wayne County Chamber of Commerce, the Exchange Club of Goldsboro and the Goldsboro Kiwanis Club, to name a few; and

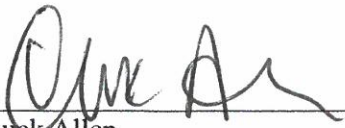
**WHEREAS**, Scott has represented the City of Goldsboro on various boards and commissions including the N.C. Building Codes Council, N.C. Water Treatment Operators Certification Board and the Electricities Board of Directors; and

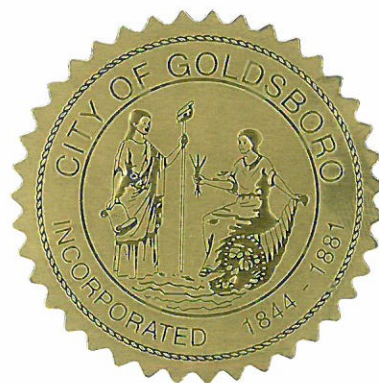
**WHEREAS**, Scott has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his co-workers, colleagues and the citizens of the City of Goldsboro; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, N.C. that:

1. We express to Scott our deep appreciation and gratitude for the dedicated service rendered during his tenure with the City of Goldsboro and offer Scott our very best wishes for success, happiness, prosperity and good health in his future endeavors.
2. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 4<sup>th</sup> day of September, 2018.

  
Chuck Allen  
Mayor



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Approved as to form only:

Reviewed by:

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City Attorney

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City Manager

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT: Budget Amendment – City Hall Repairs

BACKGROUND: At the August 20, 2018 Council Work Session, staff discussed needed repairs to the Historic City Hall columns and the fountain. Staff explained that the repairs to the columns would require scraping, cleaning, applying mesh to minimize cracks along with waterproofing and refinishing. Parts/materials for the fountain repairs will cost \$6,015, which include tiles, diffusion and floor plates, crystal bowl and blossom jet. The City staff will repair and install parts.

DISCUSSION: The City received quotes for the repairs/parts. Coastal Constructors, Inc. was the lowest at \$16,576 for the City Hall columns and Tournesol Siteworks at \$6,015 for the fountain parts.

Since funding is not available in the City's current budget, a budget appropriation is needed in the amount of \$22,591.

RECOMMENDATION: It is recommended that Council adopt the attached budget amendment appropriating \$22,591 from the unassigned fund balance of the General Fund.

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

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

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

\_\_\_\_\_  
Scott Stevens, Finance Director

ORDINANCE NO. 2018-

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

WHEREAS, the Historic City Hall's columns and fountain are in need of repairs;  
and

WHEREAS, the low quotes for these repairs and parts is \$22,591; and

WHEREAS, since the current fiscal year's budget does not contain sufficient monies to meet these obligations, the City of Goldsboro needs to appropriate \$22,591 from the General Fund.

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

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$22,591.
2. Increasing the line item entitled "Building Maintenance" (11-1012-3511) in the City Manager's budget of the General Fund in the amount of \$22,591.
3. This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to form only:

Reviewed by:

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

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT:                   US DEPT. OF JUSTICE: EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) FORMULA  
PROGRAM: LOCAL SOLICITATION

BACKGROUND:           The Goldsboro Police Department has been notified that Federal  
grant funds are available from the 2018 Edward Byrne Memorial  
Justice Assistance Grant (JAG). This is the same grant that was  
applied for in 2017.

DISCUSSION:           The total amount of the grant is \$48,372.00. As in 2017, the Grant  
requires that the application be filed on behalf of both the  
Goldsboro Police Department and the Wayne County Sheriff's  
Office. Each agency would receive \$24,186.00.

The grant requires that an Interlocal Agreement is submitted with  
the application indicating the agreement between both agencies,  
the amount each agency will receive and how the grant will be  
administered. In addition, the Interlocal Agreement and Grant  
Application are required to be distributed to the City Council for  
review only, no fewer than 30 days prior to the application  
submission, or before the grant will be awarded.

The Goldsboro Police Department has agreed to purchase  
additional patrol rifles to improve officer safety by having the  
ability to confront heavy-duty firepower situations that cannot be  
accomplished through the use of traditional sidearms and the  
Wayne County Sheriff's Office has agreed to purchase a 2019 Ford  
SUV Police Interceptor Vehicle to their Crime Prevention Unit.

RECOMMENDATIONS:    It is recommended that the attached resolution be adopted  
supporting the Police Department applying for this grant.

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

\_\_\_\_\_  
Michael West, Chief of Police

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

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

RESOLUTION NO. 2018-

A RESOLUTION SUPPORTING THE 2018 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) APPLICATION

WHEREAS, the City of Goldsboro submitted an application for 2018 Justice Assistance Grant Funds on September 4, 2018; and

WHEREAS, The Goldsboro Police Department wishes to purchase patrol rifles with JAG Funds to improve officer safety and better protect citizens by having the ability to confront heavy-duty firepower situations that cannot be accomplished through the use of traditional sidearms.

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

1. The Goldsboro Police Department is authorized to apply for the 2018 JAG Funds in the amount of \$48,372.00.
2. This resolution shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to form only:

Reviewed by:

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

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



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT: Contract Award for 2018 Bituminous Concrete Resurfacing Project - Formal Bid No. 2018-005

BACKGROUND: On Tuesday, August 21, 2018 four sealed bids were received for the 2018 Bituminous Concrete Resurfacing Project.

Turner Asphalt, Inc. of Raleigh, NC submitted the low bid for the 2018 Bituminous Concrete Resurfacing for a total cost of \$2,627,358.15. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Turner Asphalt, Inc. Raleigh, NC	\$2,627,358.15
Tripp Brothers, Inc. Ayden, NC	\$2,781,565.63
Barnhill Contracting Co. Kinston, NC	\$2,891,807.98
S. T. Wooten Corp. Wilson, NC	\$3,758,581.20

DISCUSSION: The proposed work consists of approximately 160,000 square yards of bituminous concrete resurfacing and approximately 80,000 square yards of milling asphalt pavement for sections of streets as shown on attached list.

The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have also reviewed the financing of this project with the Finance Director and determined that funds are available in 2018 Street Bonds.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$2,627,358.15 with Turner Asphalt, Inc. for the 2018 Bituminous Concrete Resurfacing Project.

Date: 28 Aug 18   
Guy M. Anderson, P. E., City Engineer

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



# 2018 BITUMINOUS CONCRETE RESURFACING

Street Name	Begin	End
EASON ST	SLOCUMB ST	DEVEREAUX ST
EASON ST	DEVEREAUX ST	ISLER ST
GEORGE ST	GRANTHAM ST	BROWNRIGG ST
GEORGE ST	BROWNRIGG ST	MURRAY ST
GEORGE ST	MURRAY ST	PEARSON ST
HOLLY ST	ALABAMA AV	ASTOR CT
HOLLY ST	ASTOR CT	GEORGIA AV
HOLLY ST	GEORGIA AV	CAROLINA ST
HOLLY ST	CAROLINA ST	VIRGINIA ST
HOLLY ST	VIRGINIA ST	GEORGE ST
HOLLY ST	GEORGE ST	JAMES ST
HOLLY ST	JAMES ST	CENTER ST -EAST SIDE
MILLER AV	WHITFIELD ST	MID BLOCK-HOUSE 313
MILLER AV	MID BLOCK-HOUSE 313	ALABAMA AV
MILLER AV	ALABAMA AV	ORCHARD ST
MILLER AV	ORCHARD ST	WHITFIELD DR
OAK ST	CENTER ST-EAST SIDE	JAMES ST
WHITFIELD DR	MILLER AV	H V BROWN LN
WHITFIELD DR	WASHINGTON CT	MILLER AV
CLAIBORNE ST	WALNUT ST	MULBERRY ST
CLAIBORNE ST	MULBERRY ST	ASH ST

Street Name	Begin	End
ERVIN DR	NEW HOPE RD	FORCE RD
ERVIN DR	FORCE RD	LONGLEAF AV
EVERGREEN AV	BEST ST	CLAIBORNE AV
EVERGREEN AV	OLEANDER AV	ANDREWS AVE
EVERGREEN AV	BEST ST	MADISON AV
EVERGREEN AV	JEFFERSON AV	MADISON AV
PINE RIDGE LN	HILLCREST DR	Mid-block Address
PINE RIDGE LN	Mid-block Address	OVERBROOK RD
RIDGEWOOD DR	PEACHTREE ST	216 RIDGEWOOD DR
BRAZIL ST	CHESTNUT ST	NILE ST
BRIGHT ST	WALNUT ST	NILE ST
BRIGHT ST	NILE ST	PINE ST
CHESTNUT ST	LESLIE ST	BRAZIL ST
DILLARD ST	RICHARD ST	TUSKEEGEE ST
EVERGREEN AV	AUDUBON AV	OLEANDER AVE
INDUSTRY CT	WILLIAM ST	PATETOWN RD
PINEVIEW AV	LAUREL ST	LEMON ST
PINEVIEW AV	LAUREL ST	PINE ST
PINEVIEW AV	LEMON ST	ELM ST
RICHARD ST	DILLARD ST	SHAW CT
RICHARD ST	SHAW CT	HOOKS RIVER RD
SHAW CT	RICHARD ST	CUL DE SAC
BENTON ST	GLENHAVEN LN	KOONCE ST

Street Name	Begin	End
BENTON ST	JOHN ST	GLENHAVEN LN
CARVER BV	BETHUNE AVENUE	S US 117 HWY BUS
CARVER BV	DEPRIEST ST	BETHUNE AVE
CARVER BV	ANDERSON DR	DEPRIEST ST
CARVER BV	S GEORGE ST	ANDERSON DR
DIXIE TL	SLOCUMB ST	MURPHY ST
DIXIE TL	MURPHY ST	HARRELL ST
DIXIE TL	HARRELL ST	RAWLINGS ST
DIXIE TL	RAWLINGS ST	400 DIXIE TR
DIXIE TL	400 DIXIE TR	300 DIXIE TR
DIXIE TL	300 DIXIE TR	SHAMROCK AV
DIXIE TL	SHAMROCK AV	JOHN ST
SEYMOUR DR	400 BLOCK SEYMOUR DR	MYERS AVE
SEYMOUR DR	MYERS AVE	ROSEWOOD AVE
ANDREWS AV	PALM ST	BEECH ST
ANDREWS AV	ROSE ST	PALM ST
ANDREWS AV	ROSE ST	PEACHTREE ST
ANDREWS AV	HOLLY ST	MAPLE ST
ANDREWS AV	MAPLE ST	EDGERTON ST
ANDREWS AV	EDGERTON ST	CATALPA ST
CLAIBORNE ST	HOLLY ST	MAPLE ST
CLAIBORNE ST	MAPLE ST	EDGERTON ST
FAIRVIEW CR	EDGERTON ST	EDGERTON ST

Street Name	Begin	End
MADISON AV	EDGERTON ST	ATLANTIC AVE
PALM ST	BEST ST	TAYLOR ST
PALM ST	TAYLOR ST	CLAIBORNE ST
PINELAND DR	HANDLEY ACRES DR	GLEN OAK DR
BOYETTE DR	LISA LN	DEAD END
BOYETTE DR	LISA LN	SCOTTY DR
BOYETTE DR	SCOTTY DR	MUNROE LN
BOYETTE DR	MUNROE LN	BERKELEY BLVD
FIELDCREST PL	HARDING DR	CUL DE SAC
HARDING DR	TONYA DR	FIELDCREST PL
HOLLY RD	FOREST DR	PINEWOOD DR
HUNTERS PL	HUNTERS CRK DR	CUL DE SAC
LISA LN	BOYETTE DR	SCOTTY DR
LISA LN	SCOTTY DR	BERKELEY BLVD
PINEWOOD DR	HOLLY RD	414 PINEWOOD DR
SANDY DR	SANDY CIR	SANBORN LN
SANDY DR	SANDY CIR	CENTRAL HEIGHTS RD
CENTER ST	BASIL ST	SWAN ST
CENTER ST	R/R SPUR	BASIL ST
CENTER ST	ASH ST	OAK ST
CENTER ST	OAK ST	VINE ST
CENTER ST (WEST SIDE)	OAK ST	ASH ST
FRANKLIN ST	HARRIS ST	BERRY ST

Street Name	Begin	End
FRANKLIN ST	BERRY ST	ADDRESS 812
FRANKLIN ST	ADDRESS 812	DEXTER ST
FRANKLIN ST	DEXTER ST	ADAMS ST
HARRIS ST	FRANKLIN ST	ADDRESS 1106
HARRIS ST	ADDRESS 1106	BEN BREWINGTON CT
HARRIS ST	BEN BREWGTON CT	POPLAR ST
HARRIS ST	POPLAR ST	702 HARRIS
HARRIS ST	702 HARRIS	SLOCUMB ST

RESOLUTION NO. 2018 –

RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION  
OF A CONTRACT FOR 2018 BITUMINOUS CONCRETE RESURFACING  
FORMAL BID REQUEST NO. 2018-005

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to make certain street resurfacing improvements; and

WHEREAS, sealed bids were received on August 21, 2018 for the 2018 Bituminous Concrete Resurfacing Project; and

WHEREAS, the low bid was submitted by Turner Asphalt, Inc. of Raleigh, North Carolina in the amount of \$2,627,358.15; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept the low bid and award the contract to Turner Asphalt, Inc. in the amount of \$2,627,358.15 for the 2018 Bituminous Concrete Resurfacing Project;

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Turner Asphalt, Inc. in the amount of \$2,627,358.15 for the 2018 Bituminous Concrete Resurfacing Project;

2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

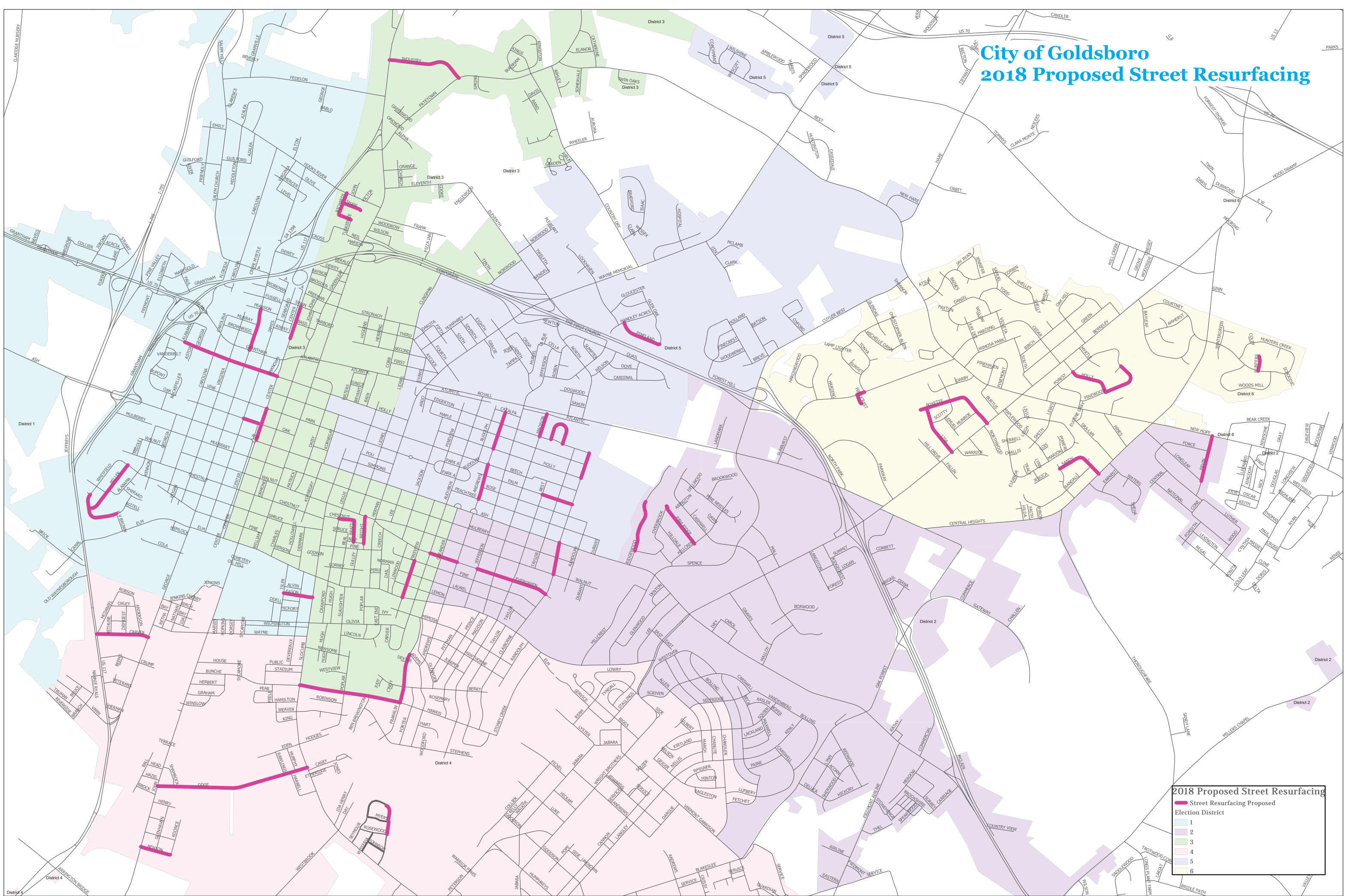
\_\_\_\_\_  
City Attorney

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



# City of Goldsboro

## 2018 Proposed Street Resurfacing



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018**

**SUBJECT:** Authorization of an agreement with McAdams for professional services on a District 6 Park Master Plan.

**BACKGROUND:** The City of Goldsboro was approached by the Goldsboro Family YMCA on a potential partnership to develop property in District 6 for a park. This would be the first public park in District 6. At the September 18, 2017 Work Session, Council gave the approval for Parks and Recreation to move forward with an RFQ.

**DISCUSSION:** The City of Goldsboro advertised for Request for Qualifications from design firms and received ten responses on February 23, 2018. Four of the firms were invited to present on this project on April 12 and 13, 2018.

The City is interested in having a design firm develop a District 6 Park Master Plan. A proposal has been received from McAdams for these services for \$10,000. There are sufficient funds in the approved Parks and Recreation Budget to cover this cost.

**RECOMMENDATION:** By motion, accept the recommendation of staff to adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$10,000 with McAdams to design a Master Plan for a public park in District 6.

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

\_\_\_\_\_  
Parks and Recreation Director

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

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



RESOLUTION NO. 2018-

A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE  
CONTRACT WITH MCADAMS FOR DESIGNING A MASTER PLAN FOR A  
DISTRICT 6 PARK

WHEREAS, the City of Goldsboro was approached by the Goldsboro Family YMCA for a potential partnership to develop a public park for District 6; and

WHEREAS, the City of Goldsboro advertised for request for qualifications from interested firms and selected McAdams; and

WHEREAS, McAdams submitted a proposal for \$10,000; and

WHEREAS, there are sufficient funds in the approved FY2018-19 Parks and Recreation Budget to cover these costs;

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 McAdams. in the amount of \$10,000.
2. This resolution shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved as to form only:

Reviewed by:

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

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

May 1, 2018

***Revised May 9, 2018***

***Revised May 18, 2018***

***Revised August 14, 2018***

***Revised August 28, 2018***

Ms. Felicia Brown, CPRP  
Assistant Director  
City of Goldsboro Parks and Recreation  
901 East Ash Street  
Goldsboro, North Carolina 27530

**RE: District 6 Park Master Plan  
Goldsboro, North Carolina  
FOR-18094**

Dear Ms. Brown,

We are very excited to assist the City of Goldsboro with this important park master plan for District 6 and look forward to the opportunity to work with the City of Goldsboro! We understand this is an important undertaking for the City, one that we are honored to be part of.

## **PROJECT UNDERSTANDING:**

### **Project Objectives:**

It is McAdams understanding that the City of Goldsboro Parks and Recreation wishes to complete a Master Plan Study for 4 acres of land totaling +/- 41.49 acres of land fronting South Harding Drive. The primary objectives of this project will be to understand what the community would like to see at District 6 park, and to prepare a conceptual bubble diagram depicting potential park amenities and their general location.

### **Assumptions:**

This proposal is based on the following assumptions:

- > This proposal is for comprehensive planning services only. Other services offered by McAdams including but not limited to rezoning and entitlements, preparation of site specific construction documents for Civil Engineering, Landscape Architecture, Environmental or Geomatics services are not included.
- > Architectural improvements / detailing, construction and permit documents are not included in this agreement.

- > McAdams will work closely with City of Goldsboro staff, the parks and recreation department (GPR), and with other departments to complete the plan and will be provided information necessary to complete the plan.
- > Access to the subject parcels and any other applicable City facilities will be made available.
- > Any additional consultants or services beyond those specifically indicated within the proposal, will be additional services.
- > Site boundary or topographic survey is not required. All base data needed will be provided by the City or readily available through GIS.
- > This scope of services does not include Phase I or Phase II environmental, soils, building, survey, appraisal, or other items not listed specifically herein.
- > This scope of services is for conceptual design only and will not include evaluation of stormwater requirements, jurisdictional features, or permit approvals required for implementation.
- > The City will be responsible for advertisement of all public meetings.

## **PROPOSED SERVICES**

We propose the following services: (Alphanumeric item numbers are for internal coding purposes).

### **Phase I:**

#### **D11.00 Project Kickoff + Base Map Preparation + Community Engagement Meeting:**

**FEE:** \$4,450

**Kick Off Meeting** - We will begin the planning process by conducting a kick-off meeting with City Parks and Recreation Staff. During the kick-off meeting, the design team and City staff will review the goals and objectives of the master plan, establish lines of communication, discuss format for the public meeting, and confirm the project schedule and planning sequence.

Upon completion of the kick-off meeting with staff, the design team and City Staff will conduct a site visit and walk the area to locate features and existing conditions within the project site. The team shall document the site investigation with digital photos for use in the study.

**Base Map Preparation** - We will obtain site base data from readily available GIS (topography, roads, utilities, structures, water features, etc.). Additional information shall be provided by the City including any development plans and / or additional utility availability. The data will be used as the basis for an existing conditions base map.

**D11.05 Core Programming + Conceptual Design:**

FEE: \$5,550

**Core Programming** – Based on feedback from the community engagement meetings, the team can begin to identify programs and facilities that target the “highest and best use” for the site. From this review, the Project Team will provide a draft list of core amenities and programs to be included in the park. This will include submittal of an amenity and program list for review and approval by City Staff.

**Conceptual Design** – Based on the results of the site visit, community engagement and approved core program, the project team will prepare a schematic bubble diagram indicating the approximate location and size of primary park elements such as amenities, parking, stormwater infrastructure, access points, environmental features, and connections (trails). The design will also include a series of precedent images intended to convey the overall character of the park. The schematic design will establish the vision for the park and include a short narrative statement describing park elements. A colored bubble diagram and precedent images may be used by the City in presentations to the public, Council or other stakeholders to gain support for the park. This task includes one round of revisions to the concept based on City comments.

The final schematic bubble diagram and precedent imagery will be presented to City Council.

Interim and Final Deliverables:

- > 1 electronic copy (pdf) of the schematic bubble diagram and precedent images.
- > 1 24x36 hard copy of the schematic bubble diagram and precedent images.

**SUBTOTAL: \$10,000****J. Additional Services:**

When requested by the City of Goldsboro or its authorized representatives and approved in writing, McAdams will perform additional services beyond the scope of services described herein. Fees associated with additional services will be defined per task or by hourly charges in accordance with the attached Rate Schedule, as directed at the time of the request for additional services. No additional services will be performed without specific written consent of the City or its authorized representative.

**K. Reimbursable Expenses:**

FEE: \$750

Applicable items will be billed in accordance with the attached Rate Schedule. Please allow \$750 as a budget.

**SCHEDULE**

McAdams services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The time limits and schedule set forth above have been agreed to by the Owner and McAdams, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with McAdams work on the project that are not the sole responsibility of McAdams.

**OWNER'S RESPONSIBILITIES**

Owner shall be responsible for the following:

- > Notification to proceed including a signed copy of this Agreement.
- > Any existing and available site survey, site plans, and other park / planning documents in both hardcopy and electronic AutoCAD compatible formats as may be required.
- > Timely approval of information presented for approval.
- > Timely providing of information from other professional service providers as may be engaged in the project and contracted directly with the Owner.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Consultant of any problems, in accordance with Item 2 of Terms and Conditions.

**EXCLUSIONS**

The following services are excluded from this limited scope of work, but may be provided under amendment to this agreement, or under separate agreement as warranted:

- > Preparation of site surveys
- > Flood studies or "100+1" studies to submit to regulatory agencies
- > Detailed site design above and beyond that specifically described in the scope of work.
- > Written master plan document
- > Grant preparation
- > Civil, structural, geotechnical engineering
- > Architectural services
- > Preparation of Rezoning or Zoning Amendment documents for subject properties
- > Traffic or Transportation Analysis
- > Jurisdictional waters determination

- > Stormwater management
- > Court appearances for litigation, or preparation for same, unless caused by McAdams or breach of contract
- > Revised directives from Owner after project process has begun
- > Any other services not specifically described in the scope of work.
- > Scientific or statistically valid public input surveys.

**GENERAL CONDITIONS**

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.

**CONCLUSION**

We sincerely appreciate this opportunity to propose our services for this important project. Please do not hesitate to contact me at your convenience if you have any questions or comments. If in agreement, please sign below and also the Rate Schedule document attached, and we will be prepared to begin.

Sincerely,

**MCADAMS**



Rachel Cotter, RLA, ASLA  
Assistant Director, Public

RC/lgh

Enclosures

**ACCEPTANCE**

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**1. Specifications for contract by hourly charge, the following rates apply**

<b>ROLE</b>	<b>RATE</b>	<b>ROLE</b>	<b>RATE</b>
Principal-in-Charge	\$175 / hour	Designer	\$90 / hour
Senior Project Manager	\$150 / hour	Senior CAD Technician	\$105 / hour
Project Manager	\$115 / hour	CAD Technician	\$85 / hour
Senior Project Engineer	\$130 / hour	Senior Environmental Professional	\$130 / hour
Project Engineer	\$110 / hour	Environmental Professional	\$110 / hour
Engineering Intern	\$90 / hour	Environmental Technician	\$90 / hour
Senior Landscape Architect	\$150 / hour	Survey Director	\$140 / hour
Landscape Architect	\$115 / hour	Survey Project Manager	\$120 / hour
Landscape Designer	\$90 / hour	Project Surveyor	\$95 / hour
Senior Planner	\$130 / hour	Survey Technician	\$65 / hour
Planner	\$115 / hour	Survey Crew (2 Man)	\$130 / hour
GIS Technician	\$100 / hour	SUE Project Manager	\$120 / hour
Graphics / Media Design	\$75 / hour	SUE Technician	\$65 / hour
Technical / Grant Writer	\$85 / hour	Administrative Assistant	\$65 / hour
Senior Technical Manager	\$140 / hour	Construction Services Manager	\$135 / hour
Technical Manager	\$110 / hour	Construction Services Professional	\$110 / hour
Senior Designer	\$115 / hour	Construction Observation	\$95 / hour

*Hourly services are recorded and rounded to the nearest 1/4 hour.*

**2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):**

<b>ITEM</b>	<b>FEE</b>	<b>ITEM</b>	<b>FEE</b>
Oversize + Color Rep.	\$3.00/each	Oversize Mylar Sepia	\$20.00/each
Paper Reproductions	\$2.00/each	Mylar Sepia	\$15.00/each
Specifications	\$0.10/each	Paper Sepia	\$5.00/each

**3. The following rates are charged in addition to the above fees:**

<b>ITEM</b>	<b>FEE</b>
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

**4. Fees are subject to adjustment at the beginning of each calendar year.**
**5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.**

**OWNER'S INITIALS** \_\_\_\_\_ **DATE** \_\_\_\_\_

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

**1. Payment**

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

**2. Notification of Breach or Default:**

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

**3. Representations of CLIENT:**

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

**4. Ownership of Instruments of Service:**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.



**5. Change Orders:**

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

**6. Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

**7. Hazardous Substances:**

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

**8. Assignment and Third Parties:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent

or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**9. Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

**10. Sample Disposal:**

At CLIENT's written request, CONSULTANT will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CONSULTANT will retain test specimens or samples for a mutually acceptable storage charge and period of time. CLIENT agrees that CONSULTANT is not responsible or liable for loss of test specimens or samples retained in storage. In the event that samples contain hazardous constituents, CONSULTANT will (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, will have samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assume title to said materials.

**11. Equipment Contamination:**

CONSULTANT will endeavor to clean our laboratory and field equipment which may become contaminated during the conduct of the Services. Occasionally, such equipment cannot be completely decontaminated because of the nature of the hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to hazardous samples. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment that must be disposed of in that manner.

**12. Survival:**

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

**13. Unforeseen Occurrences:**

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

**14. Force Majeure:**

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

**15. Standard of Care:**

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

**16. Waiver of Consequential Damages/Limitation of Liability:**

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

**17. Safety:**

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

**18. Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

**19. Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

**20. Termination:**

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

**21. Severability:**

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

**22. No Waiver:**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

**23. Merger, Amendment:**

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

**24. Choice of Law:**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT                   Z-11-18 The Three J's – North Side of US 70 East between  
North Oak Forest Road and East Ash Street Extension (SC to  
GBCD)

BACKGROUND:           Applicant requests a zoning change from Shopping Center to  
General Business Conditional District which would limit the  
use of the property to a car dealership including the  
accessory uses of used car sales, leasing, service and repair.  
Site, landscape and building elevation plans have been  
submitted and are to be approved separately.

Frontage:     275 ft. (McLain Street)  
Tract One:    6.964 acres  
Tract Two:    2.772 acres

Surrounding Zoning: North: Industrial Business Park;  
                                  South: Shopping Center & GB  
                                  East: Industrial Business Park  
                                  West: General Industry/R-16 and  
                                      General Business

The site is located outside the city limits. Applicant has  
submitted a petition for contiguous annexation of the subject  
property.

Existing Use: The property is currently vacant farmland.

Proposed Use: A car dealership is proposed as detailed in  
the submitted development plans.

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

DISCUSSION:           The applicant has submitted development plans for a new



KIA automobile dealership on Tract One. The site plan indicates the construction of a 20,193 sq. ft. facility consisting of office spaces, vehicle display areas and service areas. A total of 447 parking spaces have been provided to include 5 customer spaces and 2 handicap accessible parking spaces.

Hours of operation:	Monday thru Saturday 8:00am to 8:00pm.
Employees:	Approximately 25

Engineering Comments: The property can be served by City sewer and the developer will be required to extend water lines to the site. A small strip of land traversing the property along Richland Creek is located within a Special Flood Hazard Area. Stormwater calculations, grading and drainage plans will be required and subject to approval by City Engineering before construction permits are released.

Access: Access will be provided by a new curb cut along McLain Street and driveway permits are subject to NCDOT review. Interconnectivity has been shown along the northern property line approximately 200 ft. from McLain Street adjacent to vehicular display areas. A proposed access easement is shown along the rear of Tract One which will allow for one future driveway at the rear.

Building Elevations: Building elevation plans have not been submitted, however, staff is working with applicant to ensure building design standards are compliant with the City's Unified Development Code.

Sidewalks: Interior sidewalks have been provided for pedestrian access into the building. Exterior sidewalks are required for the site along McLain Street. Applicant will be required to install sidewalks or pay the fee in lieu of exterior sidewalk installation in the amount of \$4,125.

Lighting: Commercial lighting plans have not been submitted, however, staff will work with the applicant to ensure that proposed lighting is compliant with the City's commercial lighting ordinance.



Dumpsters and HVAC units: Commercial garbage dumpsters and exterior HVAC units have not been identified on the site plan. Staff will work with applicant to ensure that each are properly screened from public view.

Landscaping: The submitted site plan indicates an 8 ft. street yard for the planting of 10 Maple trees along the 60 ft. access easement located along the eastern property line.

The applicant is requesting the following landscaping modifications:

- 1) Modification of interior landscaping.
- 2) Modification of the requirement that rows of parking spaces exceeding 15 shall be visually divided by a parking lot landscape island.
- 3) Modification that all parking spaces shall be located within 60 ft. of a parking lot tree.
- 4) Modification of required landscape screening surrounding proposed retention ponds.
- 5) Modification of street trees along McLain Street and the 60 ft. wide easement along the southern property line.

The zoning change to General Business would be consistent with the City's Comprehensive Land Use Plan, which recommends commercial development for the property.

At the public hearing held on August 20, 2018, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the zoning change and development plans with the requested modifications.

**RECOMMENDATION:**

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

1. Adopt an Ordinance changing the zoning for the property from Shopping Center to General Business

Conditional District to limit the site for the development of a car dealership.

The change to General Business Conditional District would be consistent with the recommendations contained within the City's adopted Comprehensive Land Use Plan.

2. Approve the submitted site and landscape plans with the following modifications:
  - a. Modification of interior landscaping.
  - b. Modification of the requirement that rows of parking spaces exceeding 15 shall be visually divided by a parking lot landscape island.
  - c. Modification that all parking spaces shall be located within 60 ft. of a parking lot tree.
  - d. Modification of required landscape screening surrounding proposed retention ponds.
  - e. Modification of street trees along McLain Street and the 60 ft. wide easement along the southern property line.

Approval would be granted subject to the applicant complying with staff directives as they relate to building elevations, lighting, dumpster and HVAC location, stormwater calculations, grading, drainage and installation of sidewalks or payment of a fee in lieu of sidewalk installation in the amount of \$4,125.

Date: 08/28/18

  
Interim Planning Director

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

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



**Z-11-18**  
**DEACON JONES KIA**  
**SC TO GB-CD**

The map displays a residential and commercial area with the following zoning districts and streets:

- Zoning Districts:** R-16, O&I-I, R-12SF, I-2 CD, GB, GB CD, IBP-1, HB, I-2, SC, NB, RM-NC, and R-20A.
- Streets:** MCLAIN ST, COMMERCIAL DR, N OAK FOREST RD, S OAK FOREST RD, ABIGAIL ST, SUMMIT RD, E US TO HWY, COMMERCE CT, GATEWAY DR, and CHALLENGE CT.

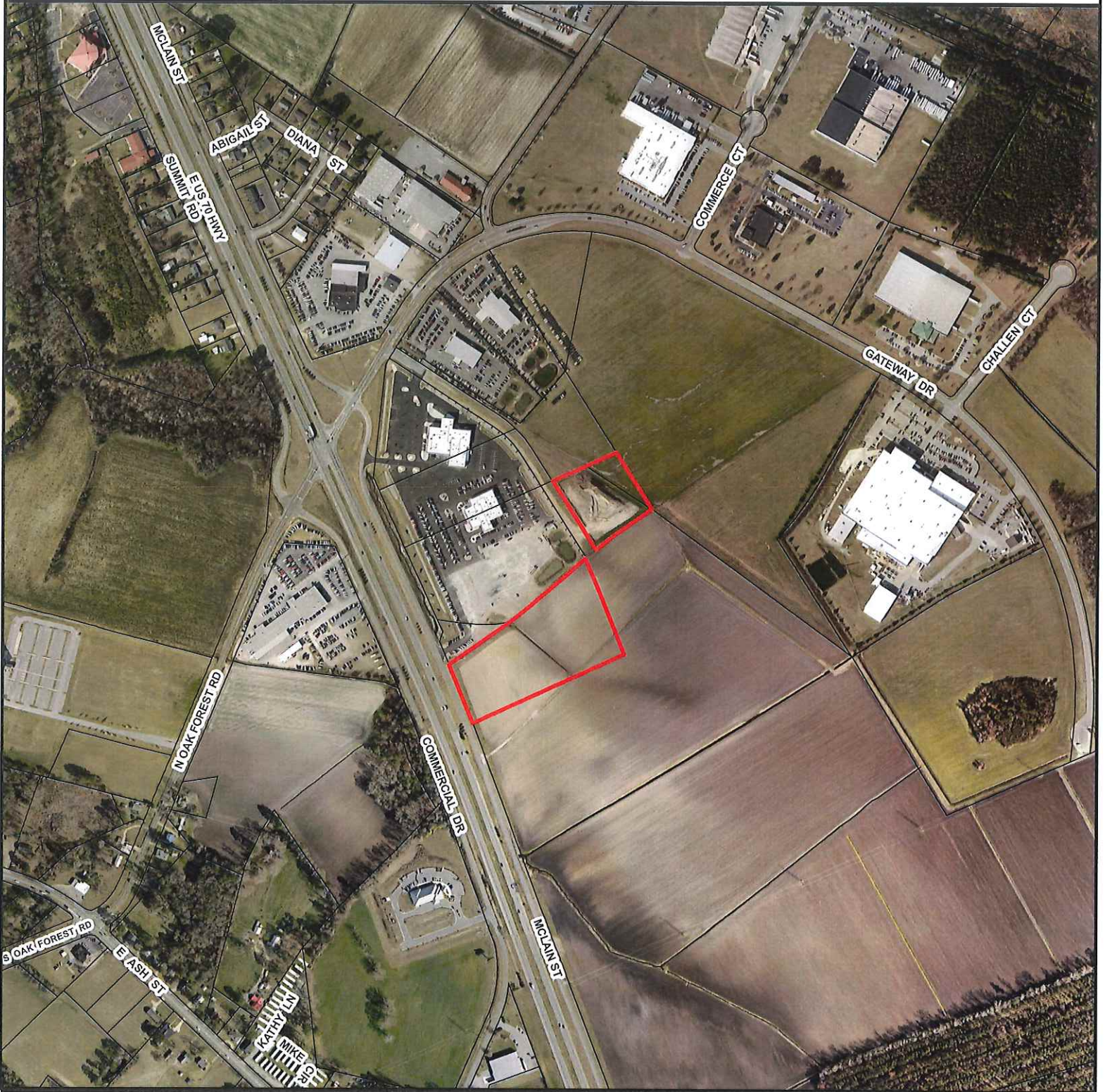
Owner: Harry & Mollie LLC  
Applicant: Three J's - Ken Jones  
Parcels : 3519-90-4104 & 3519-90-7847  
Address: NC Hwy 111 South



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



Z-11-18  
DEACON JONES KIA  
SC TO GB-CD



**REZONING REQUEST**

Owner: Harry & Mollie LLC  
Applicant: Three J's - Ken Jones  
Parcels : 3519-90-4104 & 3519-90-7847  
Address: NC Hwy 111 South



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650 325 0 650 Feet







**ORDINANCE NO. 2018 -**

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, August 20, 2018, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

**From Shopping Center to General Business Conditional District  
(Limited to a Car Dealership with plan approval required;) )**

**Z-11-18 The Three J's – North side of US 70 East between North  
Oak Forest Road and East Ash Street Extension**

**The Wayne County Tax Identification is a portion of 3519-90-5459.  
Tract One of the property has a frontage of 275 ft, an average depth  
of 817 ft. and a total area of approximately 6.6 acres. Tract Two  
has an average width of 337.5 ft., an average depth of 361.5 ft. and a  
total area of approximately 2.8 acres.**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

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

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



CITY OF GOLDSBORO

AGENDA MEMORANDUM

SEPTEMBER 4, 2018 COUNCIL MEETING

**SUBJECT:** Z-12-18 Goldsboro Housing Authority – South side of Edgerton Street between Claiborne Street and Taylor Street (R-9 Residential to O&I-1 CD for Day Care Center)

**BACKGROUND:** The applicant requests the zoning change in order to allow the development and operation of a day care center to serve residents of Fairview Homes.

Frontage: 130 ft. (approx.)  
Depth: 190 ft. (approx.)  
Area: 0.58 acres (approx.)

Surrounding Zoning Districts: North: R-9 Residential  
South: R-9 Residential  
East: R-9 Residential  
West: R-9 Residential

Existing Use: The building on the site is currently used as community and office space for the Goldsboro Housing Authority.

Proposed Use: The Housing Authority wishes to convert a portion of the existing space into a day care center associated with Head Start and Early Head Start with the target user being residents of Fairview Homes. The Conditional District designation would limit the use of the property to a day care center and site plan approval would be required separately.

Comprehensive Land Use Plan: The City's adopted Land Use Plan designates this property for High Density Residential development.

**DISCUSSION:** Engineering Comments: The property is served by City water and sanitary sewer lines and is not located within a Special Flood Hazard Area.

There is a 5,200 sq. ft. building on the property. Two existing multi-purpose rooms will be converted to the day care

center. An area to the rear will be enclosed with a 6 ft. tall black vinyl fence. This space will be divided to provide for each program with the required play area per child. The center will have to comply with all State and Federal laws that pertain to health, safety and welfare of the children served.

Children to be Served:	26
Employees:	4
Hours of operation:	Monday – Friday 9am – 3pm

Currently there are no paved areas on site for parking. The applicant contends that services at the daycare are primarily for residents of Fairview Homes. The applicant is requesting modifications of loading/unloading areas and parking requirements and request shared parking with the City of Goldsboro for the four required employee spaces at Fairview Park directly across from the proposed daycare.

The Housing Authority has been upgrading the existing landscaping at the front of the site and there are existing shrubs along a majority of the eastern property line. There is no space to provide plant material on the western side as the building extends to the property line. A modification of the landscape requirements per the Unified Development Ordinance is being requested due to existing site conditions.

At the public hearing held on August 20, 2018, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the zoning change and development plans with the requested modifications as they relate to parking and landscaping.

**RECOMMENDATION:**

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

1. Adopt an Ordinance changing the zoning from R-9 Residential to Office and Institutional-1 Conditional District limiting the use of the property to a day care center.

While not entirely compliant with the recommendations of the City's adopted Comprehensive Plan, the O&I-1 zoning district would

be compatible with the surrounding residential zoning since it will provide services aimed at residents of Fairview Homes.

2. Approve the site and landscape plans for the day care center with the following modifications:
  - a. Loading/unloading areas and parking requirements, subject to proper documentation being submitted to allow for shared parking with the City of Goldsboro at Fairview Park; and
  - b. Landscape requirements along the western property line due to site conditions and building placement.

Date: 08/28/18

  
Interim Planning Director

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

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

ssj



Z-12-18  
GOLDSBORO HOUSING AUTHORITY  
R-9 TO O&I - 1 CD



**REZONING REQUEST - EXISTING ZONING**

Owner: Goldsboro Housing Authority  
Project: Fairview Daycare  
Parcel #: 3509-86-8354  
Address: Edgerton St./N. Claiborne St.



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Z-12-18  
GOLDSBORO HOUSING AUTHORITY  
R-9 TO O&I - 1 CD



*City of Goldsboro*  
*Site Plan Approval*

City Clerk

Date

City Engineer

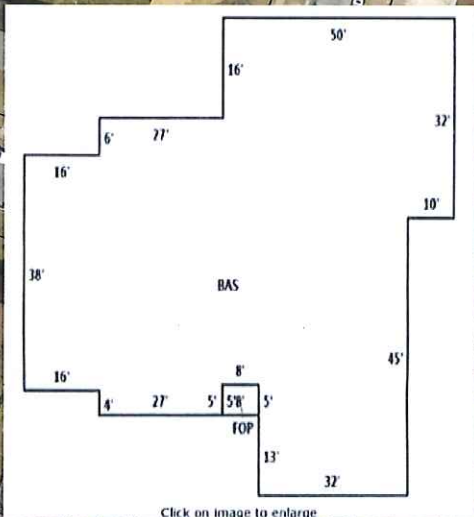
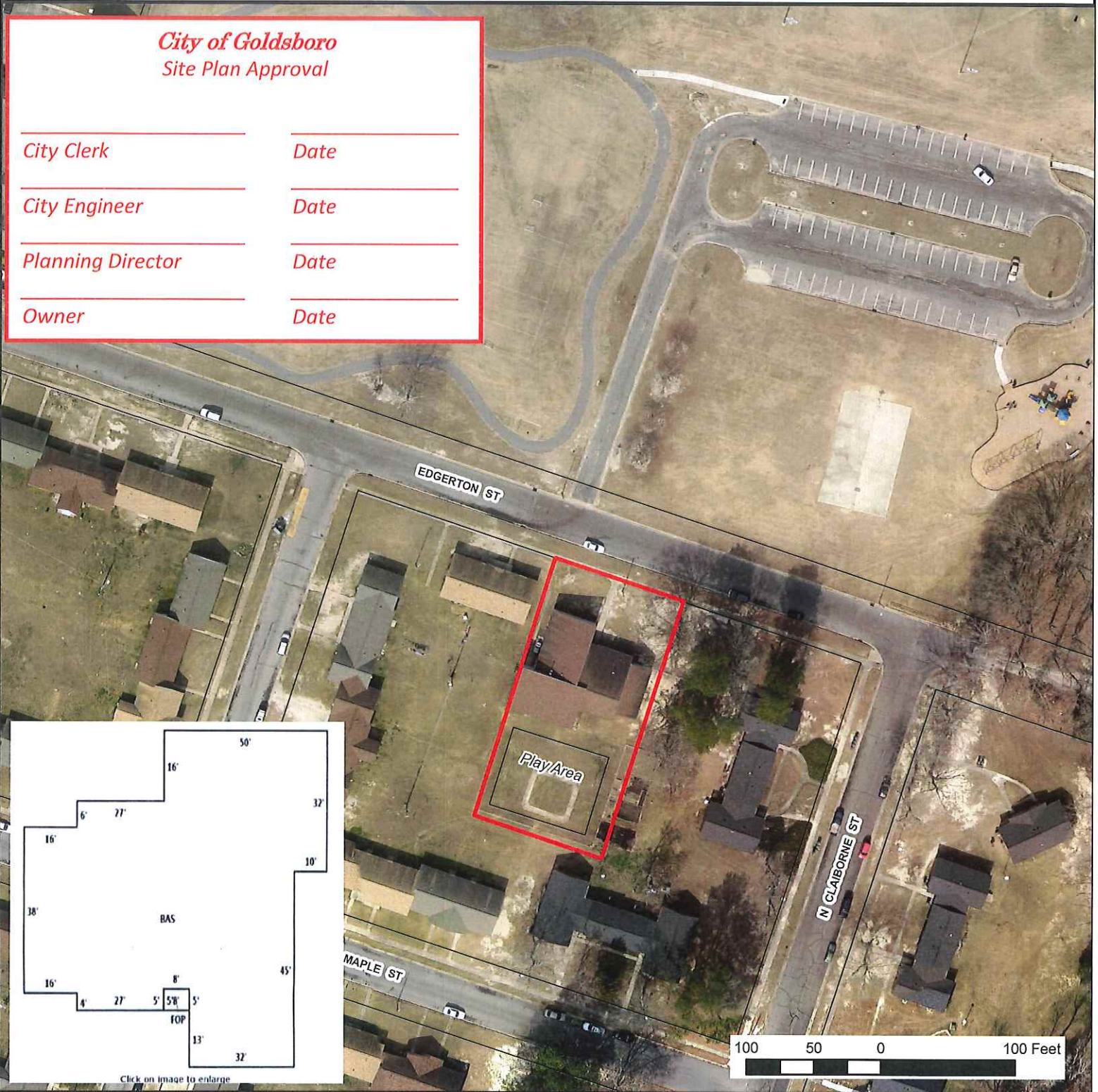
Date

Planning Director

Date

Owner

Date



Click on image to enlarge

**REZONING REQUEST**

Owner: Goldsboro Housing Authority  
Project: Fairview Daycare  
Parcel #: 3509-86-8354 (part)  
Address: Edgerton Street  
Hours of Operation: Monday - Friday  
9:00 am - 3:00 pm  
Employees: 4  
Children: 26

**MODIFICATIONS**



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**ORDINANCE NO. 2018 -**

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, August 20, 2018, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

**From R-9 Residential to Office and Institutional-1 Conditional District  
(Limited to a day care center with plan approval required;) )**

**Z-12-18 Goldsboro Housing Authority – South side of Edgerton Street  
between Claiborne Street and Taylor Street**

**The Wayne County Tax Identification No. is a portion of 3509-86-8354.  
The property has an approximate frontage of 130 ft., an approximate  
depth of 190 ft. and a total area of approximately 0.58 acres.**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

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

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



## CITY OF GOLDSBORO

# AGENDA MEMORANDUM

SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT                      Z-13-18 Arnold Flowers – North side of Arrington Bridge  
Road between Casey Mill Road and Bill Lane Boulevard  
(R-9 and RM-NC to I-2 CD Industrial)

**BACKGROUND:** The applicant requests a zoning change to I-2 General Industry Conditional District to limit the use of the property to a log fumigation operation.

Frontage: 420 ft.  
Depth: 600 ft. (approx.)  
Area: 17.3 acres

Surrounding Zoning: North: R-20A Residential  
South: R-20A Residential  
East: R-20A Residential  
West: R-20A Residential

Existing Use: The property is currently wooded and vacant.

**Proposed Use:** The applicant has requested a zoning change to I-2 Conditional District in order to limit the use of the property to a log fumigation operation. 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.

**Land Use Plan:** The City's Adopted Land Use Plan recommends a combination of Rural Residential and Agricultural uses for the property.

DISCUSSION: Engineering Comments: City water and sewer is not available to the property. The property is located within the Floodway.

In conjunction with his logging operation, the applicant wishes to utilize the property as an area where truckloads of logs can be fumigated prior to shipping. No permanent building will be erected on the site and the use will operate on an occasional basis as necessary.

Officials at Seymour Johnson Air Force Base were contacted for their comments regarding this proposal. They have indicated the following information:

The majority of the subject property falls within the 70-74 day-night average sound level (DNL) noise zone and a small portion falls within the 65-69 DNL noise zone. According to the AICUZ report, the land use associated with the proposed operation is compatible in both noise zones with no buildings proposed. If any sort of structure is proposed in the future within the 70-74 noise zone, measures would have to be taken to achieve a noise reduction of 25 decibels in the design and structure of the portions of the building where the public is received or other noise sensitive areas.

At the public hearing held on August 20, 2018, the applicant spoke in favor of the request. No one appeared in opposition.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the zoning change with the requested waiver of the site plan requirement at time of rezoning. Full development plans will be required prior to the applicant utilizing the site.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from R-9 Residential and RM-NC Nonconforming Mobile Home to I-2 General Industrial Conditional District limiting the use to a log fumigation operation. Full development plans will be approved separately prior to the site being occupied for the business.

Although not compliant with the recommendations contained within the City's adopted Comprehensive Land Use Plan, surrounding properties cannot be permanently

developed residentially due to the Floodway designation. The proposed industrial use, therefore, should not have any adverse effects on surrounding properties.

Date: 08/28/18

  
Interim Planning Director

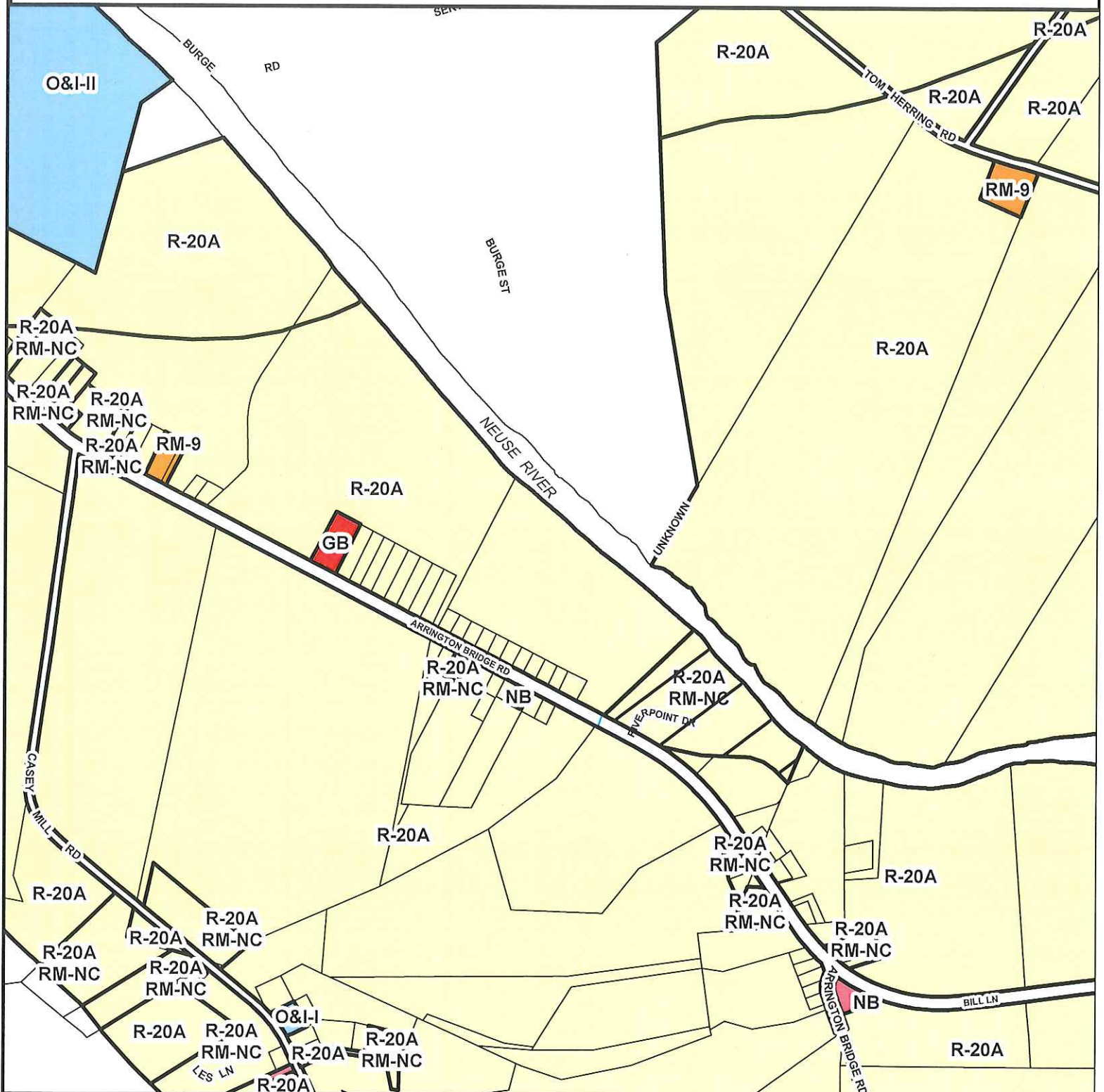
Date: \_\_\_\_\_

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

ssj



Z-13-18  
ARNOLD FLOWERS-LOG FUMIGATION  
R-9/RM-NC TO I-2 CD



**REZONING REQUEST - EXISTING ZONING**

Owner: Arnold Flowers  
Project: Log Fumigation Operation  
Parcel #: 3507-72-5411  
Address: Arrington Bridge Rd

1,000 500 0 1,000 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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Z-13-18  
ARNOLD FLOWERS-LOG FUMIGATION  
R-9/RM-NC TO I-2 CD



**REZONING REQUEST**

Owner: Arnold Flowers  
Project: Log Fumigation Operation  
Parcel #: 3507-72-5411  
Address: Arrington Bridge Rd

1,000 500 0 1,000 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**ORDINANCE NO. 2018 -**

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, August 20, 2018, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

**From R-9 Residential and RM-NC Residential Nonconforming Mobile  
Home to I-2 General Industry Conditional District  
(Limited to a log fumigation operation with plan approval required;) )**

**Z-13-18 Arnold Flowers – North side of Arrington Bridge Road between  
Casey Mill Road and Bill Lane Boulevard**

**The Wayne County Tax Identification No. is 3507-72-5411. The property  
has a frontage of approximately 420 ft., an average depth of 600 ft. and a  
total area of approximately 17.3 acres.**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

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

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



# AGENDA MEMORANDUM

**SUBJECT:** Z-14-18 Shirley Edwards – South side of A Street between Seaboard Street and North Center Street (R-9 to RM-9CD)

**BACKGROUND:** The applicant requests rezoning from R-9 Residential to RM-9 Conditional District to limit the use of the property to the placement of one manufactured (mobile) home on the property. A site plan detailing the layout on the lot will have to be approved separately.

Frontage: 32.34 ft.  
Depth: 114 ft.  
Area: 3,687 sq. ft. or 0.08 Acres

**Surrounding Zoning:**

North:	I-2 Industrial (Across US 117)
South:	R-6 Residential
East:	R-6 Residential
West:	R-6 Residential

**Existing Use:** The property contains a single-family residential unit which was recently burned.

**Proposed Use:** The applicant proposes placement of one manufactured home on the site.

**Comprehensive Land Use Plan:** The City's adopted Land Use Plan designates this property for high-density residential development.

**DISCUSSION:**

**Engineering Comments:** City water and sanitary sewer lines are available to serve the property which is not located within a Special Flood Hazard Area.

Although there are currently no manufactured homes in the area, the applicant contends that there had been a double-wide mobile home immediately to the west which has been removed.

The applicant investigated options regarding replacing the burned house on the property. The cost to construct a new stick-built house on the site would exceed \$100,000. Replacement with a modular unit would cost over \$75,000 and the applicant does not believe that cost would be supported given existing homes and lot sizes in the area.

The RM-9 zoning district would require masonry underpinning, pitched roof and horizontal siding. It will be required to have working windows and no rust and have the appearance of a site-built home.

The City's UDO also requires that manufactured homes be placed parallel to the front property line. Due to the 32 ft. lot width, such placement would not be possible. The applicant has requested a modification of this requirement.

At the public hearing held on August 20, 2018, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the zoning change and approval of a site plan with a modification of the requirement that the manufactured home be placed parallel to A Street.

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

1. Adopt an Ordinance changing the zoning for the property from R-9 Residential to RM-9 Residential Conditional District to allow one manufactured home on the lot; and
2. Approve a site plan with a modification of the requirement that the manufactured home be placed parallel to A Street due to the deficient lot width.

Date: 08/28/18

  
Interim Planning Director

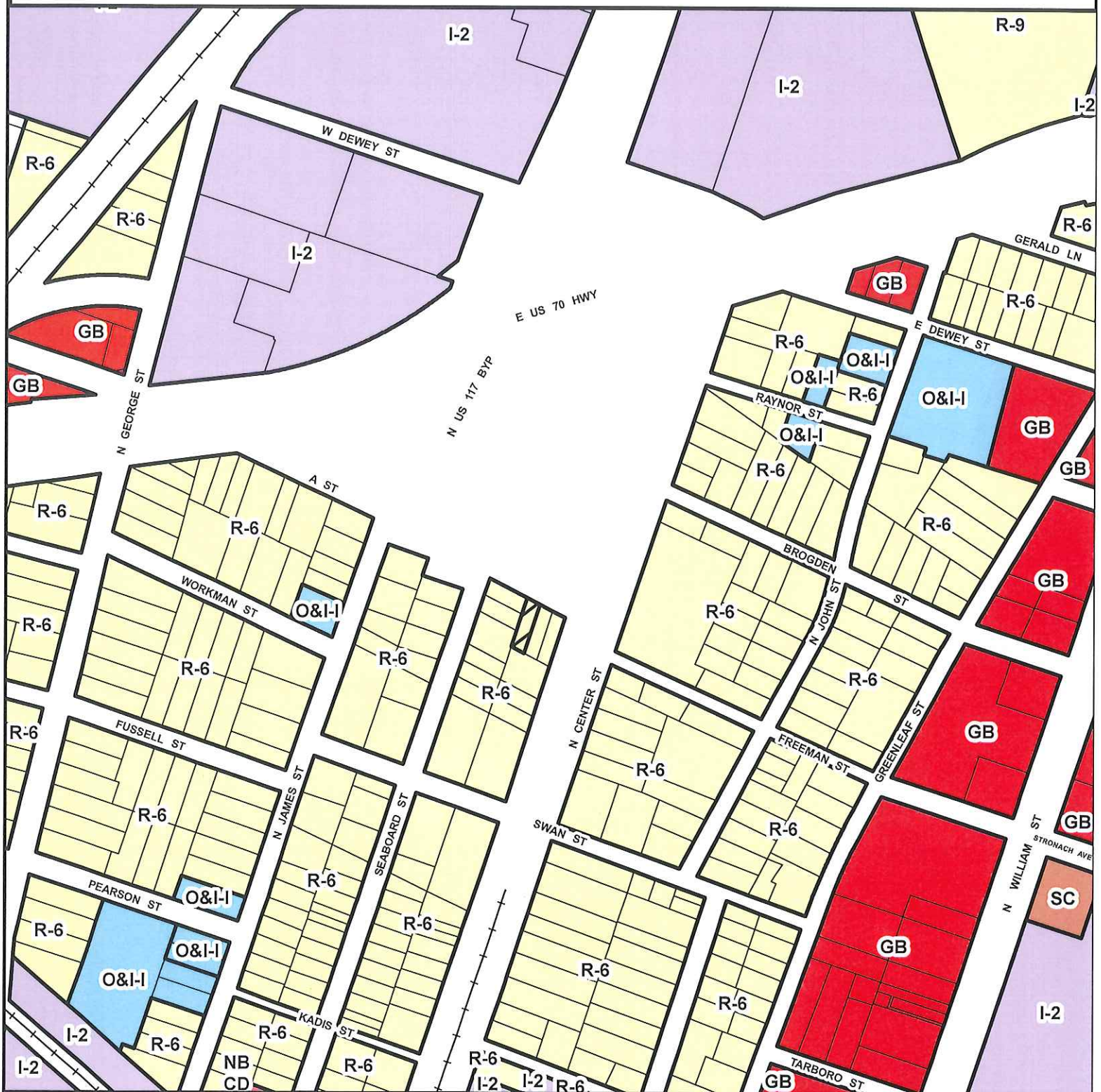
Date: \_\_\_\_\_

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

ssj



Z-14-18  
SHIRLEY EDWARDS  
R-6 TO RM-9 RESIDENTIAL MOBILE HOME CD



**REZONING REQUEST - EXISTING ZONING**

Owner: Shirley Edwards  
Request: R-6 To RM-9 CD  
Parcel #: 3600-01-5261  
Address: 102 A Street

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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



Z-14-18  
SHIRLEY EDWARDS  
R-6 TO RM-9 RESIDENTIAL MOBILE HOME CD

*City of Goldsboro*  
*Site Plan Approval*

City Clerk

Date

City Engineer

Date

Planning Director

Date

Owner

Date

REZONING REQUEST

Owner: Shirley Edwards  
Request: R-6 To RM-9 CD  
Parcel #: 3600-01-5261  
Address: 102 A Street

MODIFICATIONS



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

200 100 0 200 Feet





**ORDINANCE NO. 2018 -**

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, August 20, 2018, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

**From R-6 Residential to RM-9 Residential Mobile Home Conditional District  
(Limited to placement of one manufactured (mobile) home on the property  
with site plan approval to include modifications of the lot area requirement  
and the requirement that the unit be placed parallel to the front property line;)**

**Z-14-18 Shirley Edwards – South side of A Street between Seaboard Street  
and North Center Street**

**The Wayne County Tax Identification No. is 3600-01-5261. The property has  
a frontage of 32.34 ft., a depth of 114 ft. and a total area of 0.08 acres.**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form Only:

Reviewed by:

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

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

CITY OF GOLDSBORO

AGENDA MEMORANDUM

SEPTEMBER 4, 2018 COUNCIL MEETING

**SUBJECT:** CU-8-18 Coastal Transport, Inc. – Southwest corner of South George Street and Hemlock Street

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow the operation of an outdoor/indoor flea market within the I-2 General Industry District. Flea markets (both indoor and outdoor) are a permitted use with the issuance of a Conditional Use Permit within the I-2 zone.

Frontage: 250 ft. (South George Street)  
660 ft. (Hemlock Street)  
Area: 3.8 Acres  
Zoning: I-2 General Industry

The site was most recently occupied by offices for the applicant who now plans to rent the space.

**DISCUSSION:** There is a 5,700 sq. ft. building on the site which will be utilized as a retail store or flea market.

Hours of operation for the retail store would be from 10:00 a. m. to 7:00 p. m., Monday through Saturday.

On Friday, Saturday and Sunday the applicant proposes to have a grassed area immediately north of the building available for rent to outside vendors.

A total of 30 parking spaces are required for the site. There is space available for up to 33 parking spaces if additional paved area is striped.

Two driveways exist along South George Street to provide access to the site. An additional driveway extends from Hemlock Street.

While there are existing shrubs and trees provided randomly on the site, the applicant has requested a modification of the



5 ft. wide screening requirement between adjacent businesses as well as interior landscaping.

At the public hearing held on August 20, 2018, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the Conditional Use Permit and submitted plans with the requested modifications.

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

1. Adopt an Order approving a Conditional Use Permit to allow the operation of an indoor/outdoor flea market within the I-2 General Industry District; and
2. Approve the submitted development plans with the following modifications:
  - a. Type A screening buffer; and
  - b. Interior landscaping.

Date: 08/28/18

  
Interim Planning Director

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

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

ssj



CU - 8 - 18  
611 S GEORGE ST  
INDOOR/OUTDOOR FLEA MARKET IN I-2



**City of Goldsboro**

City Clerk	Date
City Engineer	Date
Planning Director	Date
Owner	Date

**CU-8-18**

**HOURS OF OPERATION:**

Indoor: Monday-Saturday 10:00 am - 7:00 pm  
Outdoor: Friday-Sunday 10:00 am - 7:00 pm

**NUMBER OF EMPLOYEES:** 1-2

**Modifications:**

- 30 parking spaces required



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CITY OF GOLDSBORO  
ORDER APPROVING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **August 20, 2018** to consider Conditional Use Permit application number:

CU-8-15 Coastal Transport, Inc. – Southwest corner of South  
George Street and Hemlock Street

to allow the operation of **an indoor and outdoor flea market within the I-2 General Industry district**, having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **approval** from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

**FINDINGS OF FACT**

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 5.5 Supplemental Use Regulations which includes the following:

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.

**The applicant's submitted site plan indicates the following information:**

<b>Hours of Operation:</b>	<b>10:00 a. m. to 7:00 p. m., Monday through Saturday for retail; Outdoor flea market same hours on Friday, Saturday and Sunday;</b>
<b>No. of Employees:</b>	<b>2</b>
<b>Parking:</b>	<b>33 spaces; 30 required;</b>

**In conjunction with the Conditional Use Permit the following modifications are approved:**

1. **Modification of Type A screening buffer; and**
  2. **Interior landscaping.**
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
  - a. Will materially endanger the public health or welfare; or
  - b. Will substantially injure the beneficial use of adjoining or abutting

- c. property; or Will not be in harmony with existing development and uses within the area in which it is located; or
- d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.

**Approval of the Conditional Use Permit should not cause any of the above.**

Upon motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, the Council accepted the recommendation of the Planning Commission and approved the applicant's request for a Conditional Use Permit to operate an indoor and outdoor flea market within the I-2 General Industry district.

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

Thus ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

**SUBJECT:** CU-9-18 Bradley Tew – South side of US 70 East between North Oak Forest Road and East Ash Street Extension (Place of Entertainment with No ABC Permits-Indoor Batting Cages)

**BACKGROUND:** Applicant requests a Conditional Use Permit to allow the operation of indoor batting cages for the purposes of training and skill development.

The property is zoned General Business. Indoor batting cages are classified as a place of entertainment. The use is permitted only after the issuance of a Conditional Use Permit approved by City Council.

Frontage: 555 ft. (Commercial Dr.)

Area: 74,048 sq. ft., or 1.73 acres

In 2012, the site was approved for use as a storage facility operated by Mission Foods. Mission Foods relocated to Wayne County's Industrial Park and since that time the facility has remained vacant.

**DISCUSSION:** There is an existing 15,000 sq. ft. building on the site. The applicant's submitted floor plan shows 8 batting cages, an office, retail space, storage areas and two restrooms.

Days/hours of Operation: Monday-Friday: 5-9pm  
Saturday-Sunday: Noon-9pm

Employees: 1

Access and Parking: The site will be served by two existing driveways from Corporate Drive. Based on two spaces per batting cage and one space per 100 ft. of spectator area, a total of 25 parking spaces are required. There are 47 existing paved parking spaces including two which are handicap accessible.



Landscaping: Existing vegetation is sufficient to meet the intent of the City's landscape ordinance. A modification of a Type A, 5 ft. wide landscape buffer yard is necessary along the southern property line since there is no room to install the required plantings.

Seymour Johnson Air Force Base has been notified of the applicant's intent to operate a place of entertainment since the proposed site is located within the Noise Overlay Contour of 65-69 decibels. Noise attenuation measures may have to be incorporated into the building design if significant building improvements are proposed for interior components of the facility.

At the public hearing held on August 20, 2018, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on August 27, 2018, recommended approval of the Conditional Use Permit and submitted site plan with a modification of the buffer yard as requested.

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

1. Adopt an Order approving a Conditional Use Permit to allow the operation of an indoor batting cage operation; and
2. Approve the submitted development plans with a modification of the Type A landscape buffer along the southern property line.

Date: 08/28/18

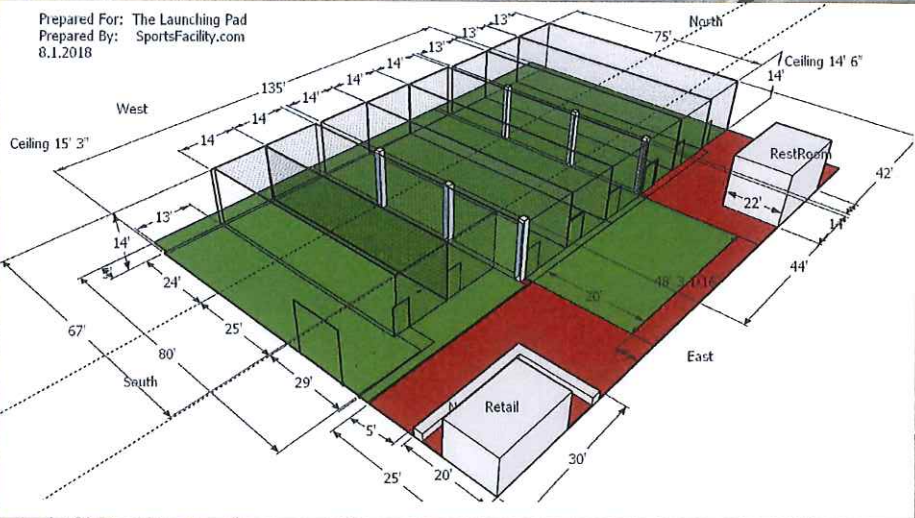
  
Interim Planning Director

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

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



**CU - 9 - 18**  
**BRADLEY TEW**  
**POE IN GB - BATTING CAGES**



*City of Goldsboro*  
 Site Plan Approval

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

**CONDITIONAL USE**

**CASE NO:** CU-9-18  
**USE REQUEST:** Indoor Batting Cages  
**ADDRESS:** 3701 Commercial Drive  
**APPLICANT:** Bradley Tew

**HOURS OF OPERATION:**

Monday-Friday 10:00 am - 9:00 pm  
 Saturday-Sunday 8:00 am - 6:00 pm

**NUMBER OF EMPLOYEES:** 2

**Modifications:**



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CITY OF GOLDSBORO

STATE OF NORTH CAROLINA

ORDER APPROVING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on August 20, 2018 to consider Conditional Use Permit application number:

CU-9-18 Bradley Tew – South side of US 70 East between North Oak Forest Road and East Ash Street Extension

to operate a place of entertainment without ABC permits (Indoor Batting Cages), having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **approval** from the Goldsboro Planning Commission pertaining to said application, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
  - a. Will materially endanger the public health or welfare; or
  - b. Will substantially injure the beneficial use of adjoining or abutting property; or
  - c. Will not be in harmony with existing development and uses within the area in which it is located; or
  - d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.

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

Upon motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, the Council accepted the recommendation of the Planning Commission and approved the applicant's request for a Conditional Use Permit to operate a place of entertainment without

ABC permits (indoor batting cages) with a modification of the Type A landscape buffer along the southern property line.

Therefore, because the City Council concludes that the general conditions precedent to the issuance of a **CONDITIONAL USE PERMIT HAVE BEEN** satisfied, **IT IS ORDERED** that the application for the issuance of a **CONDITIONAL USE PERMIT** to allow the operation of a place of entertainment without ABC permits (indoor batting cages) be **APPROVED** with the above listed modification.

Thus ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Chuck Allen, Mayor

---

Ronald T. Lawrence, City Attorney



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
SEPTEMBER 4, 2018 COUNCIL MEETING

SUBJECT:                   Site, Landscape and Building Elevation Plans – Malloy Street  
                                  Offices

BACKGROUND:            The property is located on the west side of Malloy Street  
                                  between East Ash Street Extension and Graves Drive.

Frontage:       354 ft. (Malloy Street)  
Area:            0.65 acres  
Zoning:          Shopping Center (SC)

The site has been identified as lot #4 of Cashwell Office Park  
Section Two and is currently vacant.

DISCUSSION:            The submitted site plan indicates a proposed office building  
                                  containing 4,650 total square feet which will consist of three  
                                  individual office tenant spaces. The applicant is requesting  
                                  modifications of the front setback requirement from 50 feet  
                                  to 25 feet and side setback from 15 feet to 13.44 feet due to  
                                  constraints of the lot size and configuration.

Parking for the site requires one space per 350 square feet of  
gross floor area. A total of 13 parking spaces are required  
and 21 spaces have been provided to include one handicap  
accessible space.

Access to the site will be directly from Malloy Street with the  
proposal of one new curb cut. Driveway permits are required  
and subject to NCDOT approval. Interconnectivity has not  
been shown due to the configuration of the proposed office  
building and constraints of the lot size. The applicant is  
requesting a modification of the interconnectivity  
requirement.

Exterior 5 ft. sidewalks have been shown along Malloy Street  
and a 6.5 ft. wide interior sidewalk is being proposed along  
the front elevation of the building.

City water and sewer are available to serve the subject  
property. City Engineering will require approval of grading  
and drainage plans prior to issuance of any building permits.

Street trees have been provided along Malloy Street with a combination of existing vegetation and the installation of Maple trees. Type A 5' landscape buffers have been provided along the eastern and northern property lines. The applicant intends to preserve existing trees within the required buffers and supplement buffer plantings with evergreen shrubs. If existing vegetation does not meet the landscape buffer requirements the applicant will incorporate new plantings to meet the full intent of the landscape ordinance.

Vehicular surface area landscape requirements have been met per the requirements of the City's Unified Development Ordinance and 0.17 acres of the site will remain undisturbed which consists of existing pine trees.

Dumpster location has been shown on the site plan and staff will work with the applicant to ensure the dumpster is appropriately screened from off-site views and proper access is provided to the dumpster.

Building elevations have been submitted and indicate the proposed building will be constructed of brick veneer and split face block with an asphalt shingled roof.

At their meeting held on August 27, 2018, the Planning Commission recommended approval of the site and landscape plans with the requested modifications.

RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans for the Malloy Street Offices with the following modifications:

1. Interconnectivity;
2. Front yard setback from 50 ft. to 25 ft;
3. Side yard setback from 15 ft. to 13.44 ft; and
4. Type A landscape buffer.

Date: 08/28/18

  
Interim Planning Director

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

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



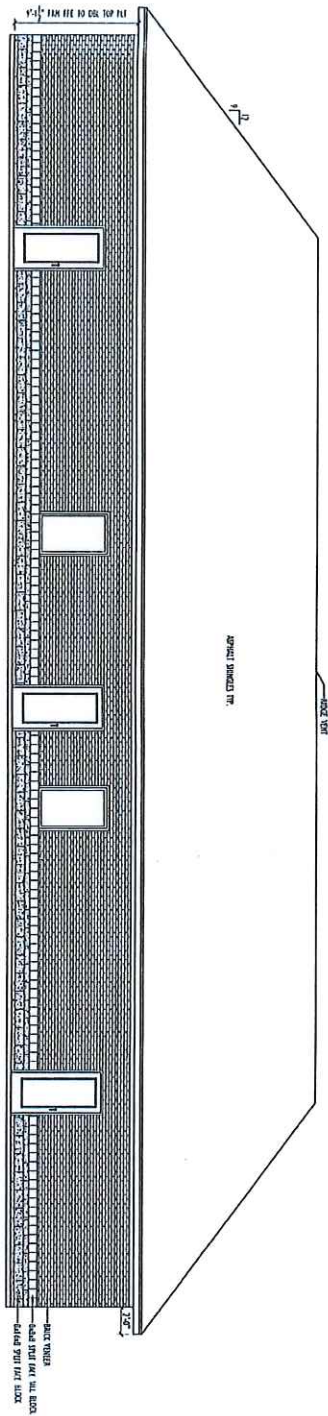
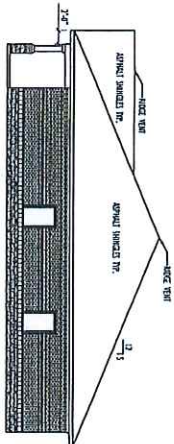
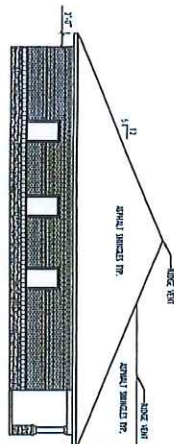
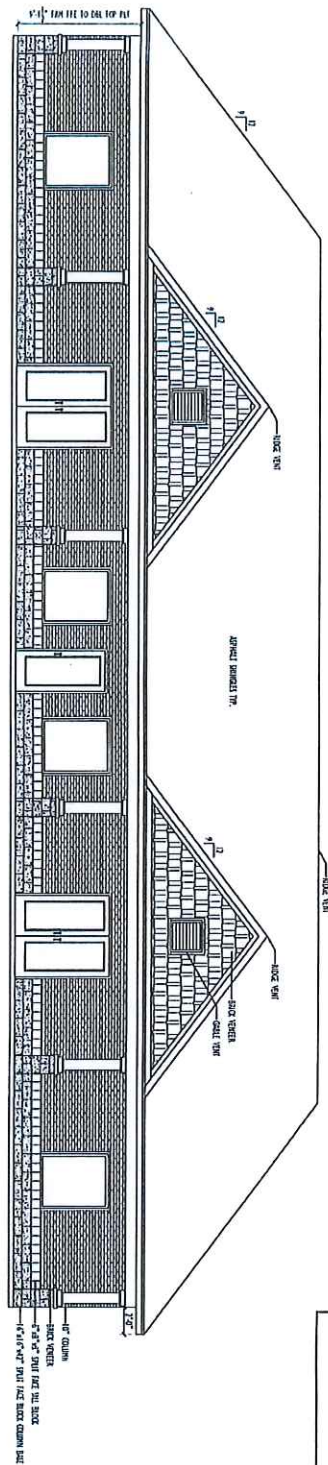
**SITE PLAN  
MALLOY STREET OFFICE BUILDING**







# PRELIMINARY PLAN



**CE2, LLC**  
 Halley Street Lot No. 4 Revision of Cashwell Office Park Section Two  
 Goldsboro Township, Wayne County, NC  
 Jack Best (919) 920-9988  
 jack@mbest.org

**Boyd Home Design**  
 1206 E. Ash Street  
 Goldsboro, NC 27530  
 (919) 580-6906

08/21/18  
 Bobby Boyd

CONSTRUCTION STANDARDS  
 SHALL STRICTLY COMPLY  
 WITH THE 2012 NC  
 RESIDENTIAL CODE AND  
 THE 119 FIRE MARSHAL  
 CODE.

A.2