

REVISED

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 4, 2019**

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

I. ADOPTION OF THE AGENDA

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

OLD BUSINESS

- a. Boards and Commissions Appointments Discussion (Mayor)
- b. T.C. Coley Community Center Discussion (Mayor)
- c. Conflict of Interest Investigation Results (City Attorney)
- d. SJAFB Commercial Refuse Agreement (Public Works)

NEW BUSINESS

- e. Seized Property Discussion (Police)

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

Invocation (Apostle Von Newsome, Impact Church)
Pledge to the Flag

IV. ROLL CALL

V. PRESENTATIONS

- A. Employer Support of the Guard and Reserve Presentation

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

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

- B. Budget Ordinance Amendment - 2017 Urgent Repair Program (URP17) (Community Relations)
- C. Engineering Department Standard Specifications and Details Manual (Engineering)
- D. Authorization of an agreement with Wayne County United Soccer Club (Parks and Recreation)
- E. Elmwood and Willow Dale Cemetery Fence Repairs (Public Works)
- F. Informal Bid Request #2018-004 – Stump Grinding Services (Public Works)
- G. T.C. Coley Community Center Board Ordinance Revision (City Manager)
- H. Condemnation of Vacant Lot (City Manager)
- I. S-1-19 Wayco Corporation (2-Lot Final Subdivision Plat) (Planning)
- J. CU-13-18 Regina Exum- North side of Royall Avenue between Jefferson Street and Teakwood Drive (Adult Day Care) (Planning)
- K. Z-19-18 McArthur Properties – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road (Planning)

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

IX. CITY MANAGER'S REPORT

X. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

L. Black History Month Proclamation

XI. CLOSED SESSION

XII. ADJOURN

SJAFB Commercial Refuse Intergovernmental Support Agreement

Talking Points

4 Feb 2019

- Completed discussions with SJAFB Civil Engineers and contracting officers regarding establishing a new partnership through an Intergovernmental Support Agreement (IGSA) for commercial refuse collections on base
- Ten(10) year agreement with intent to continue in perpetuity – starting 1 July 2019
- The Performance Work Statement (PWS) for the IGSA includes protection clauses for the City in lieu of early termination to cover initial equipment purchases, tipping fees and fines, potential for future recycling fees and fines, fluctuating fuel prices, etc.
 - ONLY variable cost in the contract is equipment maintenance—City will collect ~ \$15K the first year. All subsequent years increase by approximately 8% each year for the duration of the contract.
 - Labor pay and benefits are adjusted/increased annually within the contract
 - Equipment loans are fixed
 - Fuel costs are adjusted periodically based on current prices
- Equipment - will be purchased by the City and amortized over 10 years—keeping monthly/annual costs down for SJAFB
 - Equipment includes: Front Loader, Rear Loader, Roll-off Dumpster Truck w/Grapple, 114 each 8 Yd³ Dumpsters, 12 each 8 Yd³ Cardboard Dumpsters, 4 each 30 Yd³ roll-off Containers and 200 each 96 Gallon Roll-out Containers
 - Estimated equipment costs are \$750K, all of which will be reimbursed through the agreement—including the interest at an estimated 3% APR.
- Personnel - will need to hire one new Senior Heavy Equipment Operator
 - All other labor requirements will be accomplished within the City's current capabilities
- The "Annual Projected Cost & Revenue Breakdown" in the chart below is all inclusive—accounts for labor costs, equipment costs, loan interest, operational costs, fuel costs, administration costs and overhead costs
 - Only "NEW" costs beyond current Solid Waste costs are included in the calculations. Any service or capability already funded or covered with current assets or manpower was not counted as an additional cost

Annual Projected Cost & Revenue Breakdown		
<i>Includes ALL Equipment Loans (10 Year Amortization)</i>		
LINE ITEM	COST	NOTES
Labor	\$53,384.95	Hiring ONLY one (1) new operator
Equipment	\$84,538.70	Includes Operational Costs ~\$15K and ALL three (3) New Pieces of Equipment
Dumpsters	\$16,576.90	
Fuel	\$17,472.00	
TOTAL ANNUAL EXPENDITURES	\$171,972.55	
ANNUAL REVENUE	\$250,696.67	
ANNUAL REVENUE OVER EXPENDITURES	\$78,724.12	
10 YEAR TOTAL	\$787,241.21	Plus a New Font Loader, Rear Loader, Roll Off Truck and 8 Yd ³ Refuse Containers

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: Budget Ordinance Amendment - 2017 Urgent Repair Program (URP17)

BACKGROUND: The City of Goldsboro applied for a grant in January 2017 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for the 2017 Urgent Repair Program (URP17) in the amount of \$100,000. This grant is to be in conjunction with the City's Community Development Block Grant Program.

DISCUSSION: North Carolina Housing Finance Agency (NCHFA) has awarded the City funding for the 2017 Urgent Repair Program (URP17) in the amount of \$100,000 to assist fourteen (14) eligible very-low and low-income homeowners with urgent repairs up to \$8,000 per home to prevent displacement, which poses a imminent threat to their life and/or safety. The time period of this grant is 18 months beginning on August 14, 2017 and ending on December 31, 2018. (Grantees are provided an additional forty-five (45) days after grant ending date to complete all units and submit closeout documentation).

All work on the fourteen (14) eligible very-low and low-income homeowners has been completed. No matching funds are required of the City of Goldsboro in conjunction with this Program.

RECOMMENDATION: By motion, adopt the attached Budget Ordinance to reflect an increase in the Community Development revenues and an increase in the operating expenditures of the Community Development Block Grant's budget by a total of \$100,000.

Date: _____

Community Relations Director

Date: _____

Interim City Manager

ORDINANCE NO. 2019- ____

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

WHEREAS, the City of Goldsboro applied for a grant in January 2017 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for the 2017 Urgent Repair Program (URP17) in the amount of \$100,000; and

WHEREAS, these funds will be used to assist a minimum of fourteen (14) eligible very-low and low-income homeowners with urgent repairs to prevent displacement, which poses an imminent threat to their life and/or safety; and

WHEREAS, this grant requires that no matching funds be appropriated by the City; and

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

1. The Budget Ordinance for the 2018-2019 Fiscal Year is and hereby amended by:
 - a. Establishing the Revenue Line Item in the Community Development Fund entitled "Urgent Repair Program Reimbursement" (22-0003-3494) in the amount of \$100,000.
 - b. Establishing the Expense Line Item entitled "Urgent Repair Program Funding" (22-3222-3494) in the Community Development Fund in the amount of \$100,000.
2. This Resolution shall be in full force and effect from and after the 4th day of February, 2019.

Approved as to Form Only:

Reviewed By:

City Attorney

Interim City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: Engineering Department Standard Specifications and
Details Manual

BACKGROUND: To provide greater consistency and transparency in
workflow, Engineering staff has produced a *Standard
Specifications and Details Manual* that aims to protect the
health, safety, and welfare of citizens by regulating
construction of infrastructure such that what is improved is
safe, reliable, and consistent throughout the City.

DISCUSSION: The manual is to be used as a tool for city staff and for any
persons working on new or existing City of Goldsboro
infrastructure. It will work in concert with current guiding
documents (e.g. our Unified Development Ordinance) and
clarify best practices for the Engineering Department's
responsibilities. Drafts of the manual were provided for
review and comment by city staff in the Public Works and
Inspections Departments as well as select local private
firms. The current draft of the manual can be found at the
following URL:

[www.goldsboronc.gov/wp-content/uploads/COG-
Engineering-Department-Standard-Specifications-and-
Detail-Manual-DRAFT-12-7-2018.pdf](http://www.goldsboronc.gov/wp-content/uploads/COG-Engineering-Department-Standard-Specifications-and-Detail-Manual-DRAFT-12-7-2018.pdf)

RECOMMENDATION: Staff recommends that Council adopt the attached
Engineering policy manual, which would allow for greater
consistency and transparency to city staff and to our
external partners.

Date: _____

Guy M. Anderson, PE, City Engineer

Date: _____

Randy Guthrie, Interim City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019

SUBJECT: Authorization of an agreement with Wayne County United Soccer Club

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

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

RECOMMENDATION: By motion, authorize the Mayor and City Clerk to enter into an agreement with the Wayne County United Soccer Club for a 5-year term that includes an option for either organization to cancel the agreement with 90 day's written notice.

Date: _____
Interim Parks and Recreation Director

Date: _____
Interim City Manager

**Agreement
City of Goldsboro
Goldsboro Parks and Recreation
And
Wayne County United Soccer Club**

This agreement is made and entered into this ____ day of _____ 2019, by and between THE CITY OF GOLDSBORO NORTH CAROLINA (the 'city'), and the Wayne County United Soccer Club, a North Carolina not-for-profit corporation (the "Association").

WITNESSETH

WHEREAS, the city is the owner of certain athletic fields which the Association wishes to utilize from time to time with the prior written permission from the city and the city wishes to accommodate the Association's use of the parks on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

1. **Use of Parks by the Association.** The city agrees to permit the Association to utilize certain parks designated by the city at those times that are mutually acceptable to each of the parties for a term commencing *January 1, 2019* and ending *December 31, 2024*. The parties agree that the Association's use of the parks designated by the city shall be nonexclusive. The Association's use of the parks designated by the city shall be subject to the city's ordinances, policies and direction of the city's officers and as otherwise hereinafter provided. Block Schedules must be submitted to the city for use of the fields, inclusive of rain dates, seasons beginning/end by **June 1 of the preceding year**. Preliminary game and practice schedules are due 30 days prior to the season's beginning. Schedules will be approved by the city based on availability.
2. Association agrees to adhere to all city ordinances, use policies and procedures while in the parks and fields. The Association shall not assign this lease nor shall it sublease or rent out any property of the City without prior written consent of the City.
3. **Fees.** A fee equal to the amount of \$1 per player per game or practice, based on team's roster, that use city owned fields and facilities shall be paid by Association to the city according to the following payment schedule: 60% by March 1, 2019, 10% by April 1, 2019, 10% by May 1, 2019, 10% by June 1, 2019, and 10% by July 1, 2019. Association registration records for season shall be used to determine the total fee to be paid to the city, with said records being open for city review upon request. The Association shall furnish to the City office a listing of all registered participants and coaches by domicile zip code. Roster sizes from non Association opponents will be accepted on the 'honor system'.

Tournaments may be included in the structure.

In lieu of payment, the city would like to exchange volunteer hours at sports events. We anticipate hosting a growing number of events annually and will exchange volunteer hours at a value of \$15/hour for field usage.

The city Parks and Recreation Department agrees to inform the Association by January 1 annually of the scheduled tournaments and anticipated volunteer demand. For events added after the schedule has been released, the city Parks and Recreation Department agrees to inform the Association at least ten (10) calendar days prior to those events. In the case of field use overage or excess volunteer hours, the city will roll forward 1 year any uncollected fee/volunteer time. No balance will be carried forward more than one year. The city will provide a biannual report (June 1 and January 1) reporting balance of volunteer hours and field usage.

4. **Maintenance Standards.** In agreeing to use the city parks the Association agrees to participate in completing the routine maintenance items while using the parks.

- Inspect the fields prior to use daily
- Litter control through daily collection when scheduled use by the Association
- Immediately reporting of any damages and/or maintenance concerns to the City

FURTHERMORE, The city agrees to prepare and line the fields/parks **prior and throughout the season** to maintain quality conditions for use.

The city shall maintain the right to add, delete or modify maintenance procedures as deemed necessary. Every effort will be made to flex maintenance around scheduled games and practices.

The responsibility of the common areas and turf will be the responsibility of the city.

5. **Insurance**

The Association shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than \$2,000,000 for each occurrence. If such insurance policy contains a general aggregate limit, it shall apply separately to this Agreement.

- A1. **Occurrence basis coverage.** This CGL and umbrella insurance shall be written on an occurrence basis and shall cover liability arising from premises, operation, independent contractors, products-completed operations, bodily and personal injury, property damage, as well as liability assumed by the Association under this Agreement.
11. **Additional insured.** The city shall be named as an insured under the CGL and umbrella insurance using an additional endorsement to the city for claims arising out of or as result of this Agreement.
111. **Waiver of subrogation.** The Association waives all rights against the city for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Agreement.

B. Delivery to city of certificates. Within 10 days from the start date of this Agreement, the Association shall furnish the city with copies of its current certificates of insurance documenting each such policy along with the additional insured endorsements required in this section.

C. Cancellation. All such insurance provided for herein shall be non-cancelable, except upon 30 days' prior written notice to the city, and shall contain the following endorsement (or its equivalent) and shall appear on the policies respective insurance certificates:

It is hereby understood and agreed that this insurance policy may not be canceled by the surety or the intention not to renew be signed by the surety until 30 days after receipt by the city of Goldsboro by registered mail of written notice of such intention to cancel or not to renew.

D. No Limitation on liability. The minimum amounts set forth in this Agreement for such insurance shall not be construed as a limitation or satisfaction of the Association's liability, including indemnification, to the city under the Agreement as to the amount of such insurance.

E. No Waiver. The failure or delay of the city at any time to require performance by the Association of any provision of this section, even if known, shall not affect the right of the city to require performance of that provision or to exercise any right, power or remedy under this Agreement, and any waiver by the city of any breach of any provision in this section shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

F. Primary coverage. The coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the city. There shall be no endorsement or modification of this coverage to make it excess over other available insurance / coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the city.

6. Liability, Indemnification and Waiver

A. Assumption of liability. Except as specifically provided by law or this Agreement, the city assumes no liability or responsibility for any injury to or death of any person or persons including officers and employees of the Association and participants in the Association's program and activities or any other person and assumes no liability or responsibility for any damage to property sustained by any person(s). In addition, the Association will report all injuries on City property to the city within 24 hours.

B. Indemnification. To the fullest extent permitted by law, the Association will defend, indemnify and hold the city harmless from all claims arising directly or indirectly from or in connection with (i) the conduct or management of the programs and activities of the Association; (ii) any act, omission or negligence of the Association or any of its directors, officers, agents, employees, invitees or contractors of the Association; (iii) any accidents, injury or damage whatsoever occurring on or at the parks arising from, directly or indirectly, the use of the parks by the Association or any of its directors, officers, agents, employees, invitees or contractors, as well as participants in the Association's programs and activities except to the extent of any negligent or wrongful act or omission of the city. However, this limitation shall not in any way limit the Association's duty to defend the city.

C. Defense of City. In the event any claims shall arise, the Association shall defend and pay any judgment or settlement against the city in such claims. The city shall tender the defense to the Association. The Association and the city shall mutually agree to counsel to defend of such claims. The city, in its sole discretion, may participate in the defense of such claims at the

Association's sole expense, but such participation shall not relieve the Association from its duty to defend and to pay any judgment or settlement against the city in such claims. Except where a settlement completely and forever releases the city from any and all liabilities without financial contribution by the city or its insurer, the Association shall not agree to any settlement of the claims without the city's approval.

D. Waiver of defenses. In any and all claims against the city or any of its agents or employees the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Association under applicable law. The Association waives all defenses available to the Association which limit the amount of the Association's liability to the city.

7. **No Assignment.** The Association shall not assign its interest in this Agreement without obtaining the written consent and approval of the city.
8. **Binding upon successors.** This Agreement shall be binding upon the successors and assigns of the parties hereto. The Association shall submit to the Parks and Recreation Department the names, addresses, and phone numbers of all new officers and board members after election or appointment.
9. **Reimbursement for increased insurance costs.** Any increase of insurance premium on the parks resulting for such use by the Association shall be paid for by the Association.
10. **No Alteration.** The Association shall not make structural improvements, changes or alteration to the parks without first obtaining the written consent of the city. Any improvements to the parks will be through a donation to the city, and therefore become the property of the city.
11. **Integration of all terms into Agreement.** This Agreement contains all of the terms, conditions and agreements between the parties hereto and no amendments, additions or changes hereto shall be valid unless attached hereto in writing and signed by the city and the Association. Failure to abide by the policies and rules set forth in this agreement could result in additional fees assessed to the Association and/or loss of privileges regarding the use of parks and fields.
12. **Game and Practice Cancellations.** City reserves right to cancel at any time for inclement weather, hazardous conditions, maintenance or higher purpose as deemed by city officials. City will notify Association once decision has been made.
13. **Concessions.** Sale of concessions, food, gear, scheduling of food trucks or other items sales are not included in this agreement.
14. **Exclusions.** Concessions stands, picnic shelter and other non-field facilities are not included in this agreement.
15. **Agreement Cancellation.** With 90 days written notice, either party may cancel this agreement.
16. **Association Sponsorship Guidelines**

Sponsorships solicited by the Association must follow the following guidelines:

1. The sponsorship level deemed by the Association to display a sponsorship banner at a city owned athletic field must not be less than \$500 (cash or in-kind services).
2. Must be approved by the Goldsboro Parks and Recreation Department.
3. Will only be allowed to be displayed during game season or permitted activity (camp, clinic, or tournament). Banners may be hung in the week before the first game and removed within a week of the final game. Any banners not removed will be disposed of by the Park and Recreation Department.
4. Must be placed on fencing designated by the Goldsboro Parks and Recreation Department.
5. Cannot exceed 6' in height x 24' in length.
6. Must be made out of vinyl with eyeholes.

IN WITNESS WHEREOF, the parties hereto have, the day and year first above written, signed and executed this Agreement by virtue of authority given and granted by the respective corporate authorities of the parties hereto.

THE CITY OF GOLDSBORO

Mayor, City of Goldsboro

Attested by:

City Clerk

Wayne County United Soccer Club

President or Vice-President

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: Elmwood and Willow Dale Cemetery Fence Repairs

BACKGROUND: The perimeter fencing at both City cemeteries sustained damage during Hurricane Florence. In total, approximately 300 linear feet of fencing and hardware needs to be removed and replaced.

DISCUSSION: Seegars Fence Company will accomplish all necessary repairs at both cemeteries for \$7,523.95. All costs are eligible for reimbursement through FEMA.

In the interim, funds will be utilized from the City's Storm Damage Line Item 11-7310-3599 to initially cover this cost.

RECOMMENDATION: It is recommended City Council adopt the attached resolution authorizing the Mayor and City Clerk to enter into an agreement with Seegars Fence Company in the amount of \$7,523.95

Date: _____
Rick Fletcher, Public Works Director

Date: _____
Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN
AGREEMENT WITH SEEGARS FENCE COMPANY TO REPAIR FENCE DAMAGES
CAUSED BY HURRICANE FLORENCE AT BOTH CITY CEMETERIES

WHEREAS, Elmwood and Willow Dale cemeteries sustained perimeter fence damage from Hurricane Florence; and

WHEREAS, the City of Goldsboro has requested the perimeter fence repairs to be accomplished by Seegars Fence Company; and

WHEREAS, the City of Goldsboro wishes to enter into an agreement with Seegars Fence Company in the amount of \$7,523.95; and

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

1. The Mayor and City Clerk be and are hereby authorized to enter into an agreement with Seegars Fence Company.
2. This Resolution shall be in full force and effect from and after this the ____ day of _____ 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: Informal Bid Request #2018-004 – Stump Grinding Services

BACKGROUND: The City of Goldsboro requested stump-grinding services on various City properties and right-of-ways throughout the City. These stumps are a result of trees removed due to Hurricane Florence.

DISCUSSION: The City opened bids on December 21, 2018 from four (4) responsive bidders. The bids were reviewed by the Public Works Department, checked for accuracy and dependability and found to be in order. Bell's Tree Service had the low bid and council previously appropriated \$7,500 to start removing stumps on City right-of-ways, while the City parks were assessed.

After assessing Herman, Mina Weil and Berkeley Parks, thirty-nine (39) stumps were identified to be ground. Under the current contracted rate with Bell's Tree Service, grinding all 39 stumps will cost \$10,475.

RECOMMENDATION: It is recommended that Council, by motion:

1. Adopt the attached budget ordinance appropriating the \$10,475 to have all 39 stumps removed from the City's parks.

Date: _____
Rick Fletcher, Finance Director

Date: _____
Randy Guthrie, Interim City Manager

ORDINANCE NO. 2019 –

AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE
CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR

WHEREAS, the City of Goldsboro has requested stump-grinding services on various City properties and right-of-ways; and

WHEREAS, the City’s debris removal contract does not cover this type of service; and

WHEREAS, the stumps within the City’s Parks were not assessed in time to be included in the initial contract funding appropriation; and

WHEREAS, since these funds were not appropriated in the operating budget for FY 2018-19, the City of Goldsboro needs to appropriate \$10,475 from the Unassigned Fund Balance of the General Fund.

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

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$10,475.
2. Increasing the expenditure line item in the Street Maintenance Division entitled “Tree Services” (11-4134-3994) in the amount of \$10,475.
3. This Ordinance shall be in full force and effect from and after this the _____ day of _____, 2019.

Approved as to Form Only:

Reviewed By:

City Attorney

City Manager

FEMA Stumps within City Parks

Herman Park

All have been labeled with number and size to match. 1-8 is all on the Park house side, 9-22 is on the playground side, pines are behind gazebo all in one line.

1. 56"
2. 36"
3. 64"
4. 36"
5. 38"
6. 36" Stump w/ Surface roots
7. 45" Stump w/ Surface roots
8. 32"
9. 64" Stump w/ Surface roots
10. 57" Stump w/ Surface roots
11. 42"
12. 40" Stump w/ Surface roots
13. 34"
14. 16" Pine
15. 18" Pine
16. 22" Pine
17. 21" Pine
18. 10" Pine
19. 12" Pine
20. 15" Pine
21. 21" T
22. 38" T.T

T= Inside fence Train area

T.T= Outside train fence area, Behind green tunnel

Mina Weil Park—Stump Sizes – Stumps along access road

- 1, 22" Pine
- 2, 24" Pine
- 3, 14" Pine
- 4, 22" Pine
- 5, 27" Pine
- 6, 36" Pine
- 7, HS, 23"
- 8, HS, 24"

Berkeley Park—Stump Sizes – Stumps at entrance, Parking lot and playground area

- 1, 50"+ 30"
- 2, 23"
- 3, 44"
- 4, 20"
- 5, 16"
- 6, 21"+ 26"
- 7, 18"

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: T.C. Coley Community Center Board Ordinance Revision

BACKGROUND: On October 1, 2018, Council voted to create the T.C. Coley Community Center Board. At Council's meeting on November 15, 2018, Goldsboro City Council established an ordinance to delegate to the T.C. Coley Community Center Board the authority to oversee the operations, programs and upkeep of the Center.

DISCUSSION: After careful consideration, the Goldsboro City Council has chosen to revise the ordinance to make the T.C. Coley Community Center Board an advisory board.

RECOMMENDATION: Staff recommends Council adopt the revised ordinance amending Chapter 32 Boards, Commissions and Departments of the City of Goldsboro's Code of Ordinances and re-establishing the T.C. Coley Community Center Board as an advisory board.

Date: _____

Octavius Murphy, Assistant to the City Manager

Date: _____

Randy Guthrie, Interim City Manager

ORDINANCE NO. 2019-

AN ORDINANCE AMENDING CHAPTER 32 BOARDS, COMMISSIONS AND DEPARTMENTS
OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, the City of Goldsboro recognizes and values the importance of citizen participation in local government; and

WHEREAS, the City of Goldsboro utilizes volunteer boards and commissions as a mechanism to engage citizens in the democratic process; and

WHEREAS, the City Council at their meeting on October 1, 2018 voted to create a T.C. Coley Community Center Board.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, Chapter 32 is to be amended as follows to create the T.C. Coley Community Center Board:

32.400 T.C. Coley Community Center ~~Advisory~~ Board:

(A) Purpose and duties. The purpose and duties of the Board shall: ~~include management and operation of the T.C. Coley Community Center.~~

~~1. The City Council hereby delegates to the T.C. Coley Community Center Board the authority to establish rules and regulations, set operational procedures and establish sound fiscal policies concerning the center, provided such rules and regulations are consistent with the scope of laws and policies of the City, the State and the law of the United States.~~

1. Recommend ways to better improve and enhance the quality of services, benefits and overall appearance of the Center.

2. Review Center operations and overall programs, use, maintenance and upkeep of the interior/exterior of the Center.

(B) Membership, appointment and term of office. The T.C. Coley Community Center Board shall be composed of seven members (two City Councilmembers, one tenant from the T.C. Coley Community Center, one member from the neighborhood, one member from the business community, one member from the public service community and one member from the Mayor's Youth Council) who shall be appointed by City Council to initially serve a staggered term up to three years or until their successors are appointed and qualified with the exception of the youth council appointment which shall be a high school student with a term of one year. Any vacancy shall be filled by the City Council for all unexpired terms. Each appointee shall first have completed the Boards and Commissions Conflict of Interest Statement and shall abide thereby in the execution of their duties.

(C) Staff services. The City Manager's Office may provide a staff liaison to assist the Board with meetings, fiscal management, organization, and other advisory issues that occur.

This Ordinance shall be in full force and effect from and after the 4th day of February, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

Interim City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING

SUBJECT: Condemnation of Vacant Lot

BACKGROUND: The city has plans to pave the dirt portion of Chestnut Street from E. Chestnut Street at S. Slocumb Street to S. Leslie Street. The city has attempted numerous times with no success to purchase an empty lot (which has been advertised for sale) to acquire the property and/or a right of way, which will allow the road to be paved. The Interim City Manager recommends adoption of a resolution to authorize condemnation of 114 South Slocumb Street, parcel number 3509144522 for purchase of the property and the paving of the street.

DISCUSSION: Discussions with the owner of the property, ATL Holdings LLC. In Portland, Maine remain elusive. In order to insure completion of the project, initiation of condemnation of the above-mentioned property at the said address is necessary.

RECOMMENDATION: Staff recommends Council adopt the attached resolution authorizing condemnation proceedings for the lot located on the corner of Chestnut and Slocumb Streets with an address of 114 S. Slocumb Street.

Date: _____

Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019 –

RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO INITIATE CONDEMNATION PROCEEDINGS FOR THE RIGHT OF
WAY AT 114 S. SLOCUMB STREET

WHEREAS, the City of Goldsboro, has proposed the paving of a certain city maintained street in the City of Goldsboro; and

WHEREAS, this parcel has been identified where easements for right-of-way, and permanent utility easements will be necessary within the Project boundaries; and

WHEREAS, the City of Goldsboro has made reasonable efforts to purchase the parcel necessary to complete the Project but has been unable to do so; and

WHEREAS, in order to move forward with the Project, City staff recommends to the City Council that the City acquire the parcel through eminent domain proceedings as authorized in GS 40A.

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

1. The City of Goldsboro will acquire the property at 114 S. Slocumb Street through eminent domain proceedings:
2. The City Attorney is hereby authorized and directed to institute, on behalf of the City of Goldsboro, North Carolina, condemnation proceedings in accordance with the laws of the State of North Carolina against the owners of said listed parcels to acquire said parcels; and
3. This Resolution shall be in full force and effect from and after its adoption this the 4th day of February, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

Property at
114 S Slocumb St



114 S Slocumb St

114

106

108

605

116

606

200

202

202

203

205

208

201

203

E CHESTNUT ST

S SLOCUMB ST

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING**

SUBJECT: S-1-19 Wayco Corporation (2-Lot Final Subdivision Plat)

BACKGROUND: The property is located on the east side of N. William Street between Park Avenue and Beech Street.

Total Area: .83 acres or 36,428 sq. ft.

Total Lots: 2

Lot No. 1: .52 acres or 22,936 sq. ft.

Lot No. 2: .31 acres or 13,492 sq. ft.

Zoning: General Business (GB)

DISCUSSION: The subject property has been proposed for division into two lots for the purposes of selling Lot #1.

Currently, the lot is occupied by one existing two-story commercial building, a church and one single family dwelling all built prior to the adoption of the City's Unified Development Code.

All properties are served by City water and sewer and are not located in a Special Flood Hazard Area. The church and the single-family dwelling are located in the Downtown Historic District.

The plat shows that Lots #1 and #2 are located in the General Business zoning district. The church encroaches 18.6 ft. into the required front setback of 20 ft. and 4.4 ft. into the required side yard setback of 15 ft. The commercial building encroaches 10 ft. into the required side yard setback of 15 ft. A modification of the front and side building setback is required.

In addition, Lot #1 shows that the existing single-family dwelling encroaches 13.4 ft. into the required front yard setback of 30 ft. A modification of the front building setback is required.

Since the property was developed prior to the adoption of City ordinances, the applicant is requesting a modification of the requirement

for paved and striped vehicular surface areas, as well as, City landscape requirements for the church and commercial building.

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

The Planning Commission, at their meeting held on January 28, 2019 recommended approval of the two-lot final subdivision plat with modifications.

Recommendation: By motion accept the recommendation of the Planning Commission and approve the two-lot final subdivision plat with the following modifications:

1. A modification of the front and side building setbacks for Lot 1.
2. A modification of the requirement for paved and striped vehicular surface areas, as well as, City landscape requirements for the church and commercial building. Site and landscape plans will be required prior to any future development.

Date: 1/29/19


Planning Director

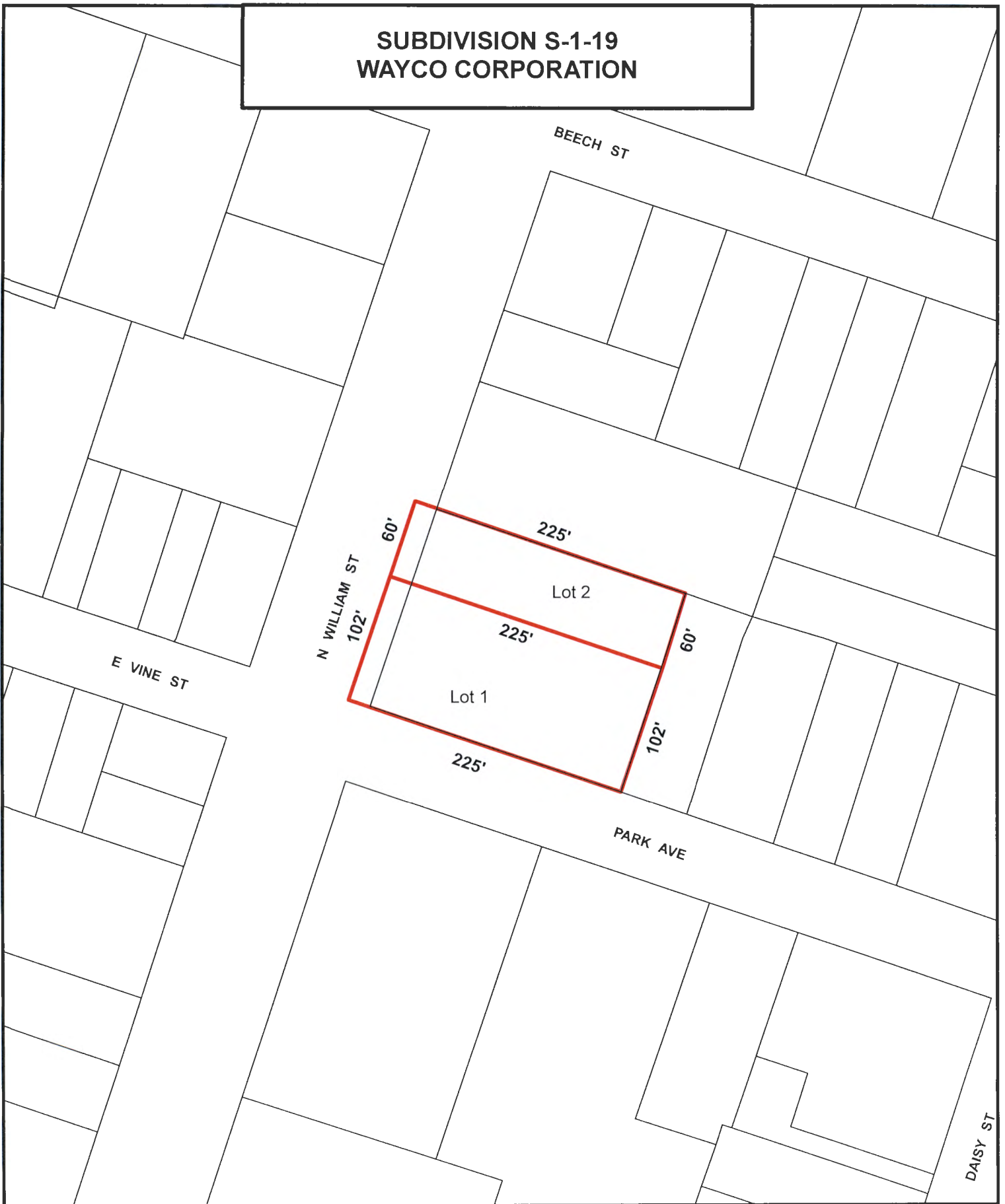
Date: _____

City Manager

SUBDIVISION S-1-19
WAYCO CORPORATION



SUBDIVISION S-1-19
WAYCO CORPORATION





VICINITY MAP
NOT TO SCALE

NOTES:

- SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS PER WAYNE COUNTY FIRM 3720350800 DATED 06/20/2018.
- SUBJECT PROPERTY IS SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD, IF ANY.
- BEARINGS ARE BASED UPON NAD83(2011).
- DISTANCES ARE HORIZONTAL GROUND IN US SURVEY FEET.
- COORDINATES ARE NAD83(2011) GRID.
- A PORTION OF SUBJECT PROPERTY IS LOCATED WITHIN THE GOLDSBORO HISTORIC DISTRICT. CERTAIN DEVELOPMENT REGULATIONS MAY APPLY.

LEGEND

EIP	EXISTING IRON PIPE
EIR	EXISTING IRON SPIKE SET
RRSS	RAILROAD SPIKE SET
IRS	IRON ROD SET
MNS	MAG NAIL SET
TL	TOTAL LENGTH
D.B.	DEED BOOK
PG.	PAGE
(TV)	TELEPHONE VAULT
(P)	POWER POLE
(C)	OVERHEAD ELECTRIC LINE
(S)	SAINTARY SEWER MANHOLE
(F)	FIRE HYDRANT
(W)	WATER LINE
(B)	SURVEYED BOUNDARY LINE
(T)	SURVEYED TIE LINE
(N)	NON-SURVEYED LINE
(R)	RIGHT-OF-WAY LINE
(R/W)	RIGHT-OF-WAY
(P)	PROPERTY LINE

CERTIFICATION

NORTH CAROLINA

I, RICHARD M. BENTON, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN:
DEED BOOK 796, PAGE 404
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1:10,000; THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:
CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 0.05
TYPE OF GPS FIELD PROCEDURE: RTK
DATES OF SURVEY: 01/02/19 - 01/10/19
DATUM/EPOCH: NAD83(2011)
PUBLISHED/PROPOSED CONTROL USE: NC VRS
COORD. MODEL: 201128
COMBINED GRID FACTOR: 0.999875219
UNITS: US SURVEY FEET
THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (NCEAC 30.0000) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS. 47-30 AS AMENDED, WITNESS MY HAND AND SEAL THIS 10 DAY OF JANUARY, 2019.

I, RICHARD M. BENTON, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR
L-504

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

REVIEW OFFICER DATE



SITE DATA

TOTAL AREA OF DEVELOPMENT = 36,426 SQ. FT.
SUBJECT PROPERTY IS ZONED GB
FRONT MINIMUM BUILDING LINE = 20'
SIDE MINIMUM BUILDING LINE = 25'
REAR MINIMUM BUILDING LINE = 15'
CLOSEST MOST RESTRICTIVE ZONE = R-9
FRONT MINIMUM BUILDING LINE = 30'
SIDE MINIMUM BUILDING LINE = 10'
REAR MINIMUM BUILDING LINE = 25'

MODIFICATIONS

- BUILDING SETBACKS FOR GB ZONE
FRONT SETBACK FROM 20 TO 14'
SIDE SETBACK FROM 25 TO 10'
- BUILDING SETBACKS FOR R-9
FRONT SETBACK FROM 30 TO 18.0'
- PAVED VEHICULAR SURFACE AREA.
- CITY LANDSCAPE REQUIREMENTS.

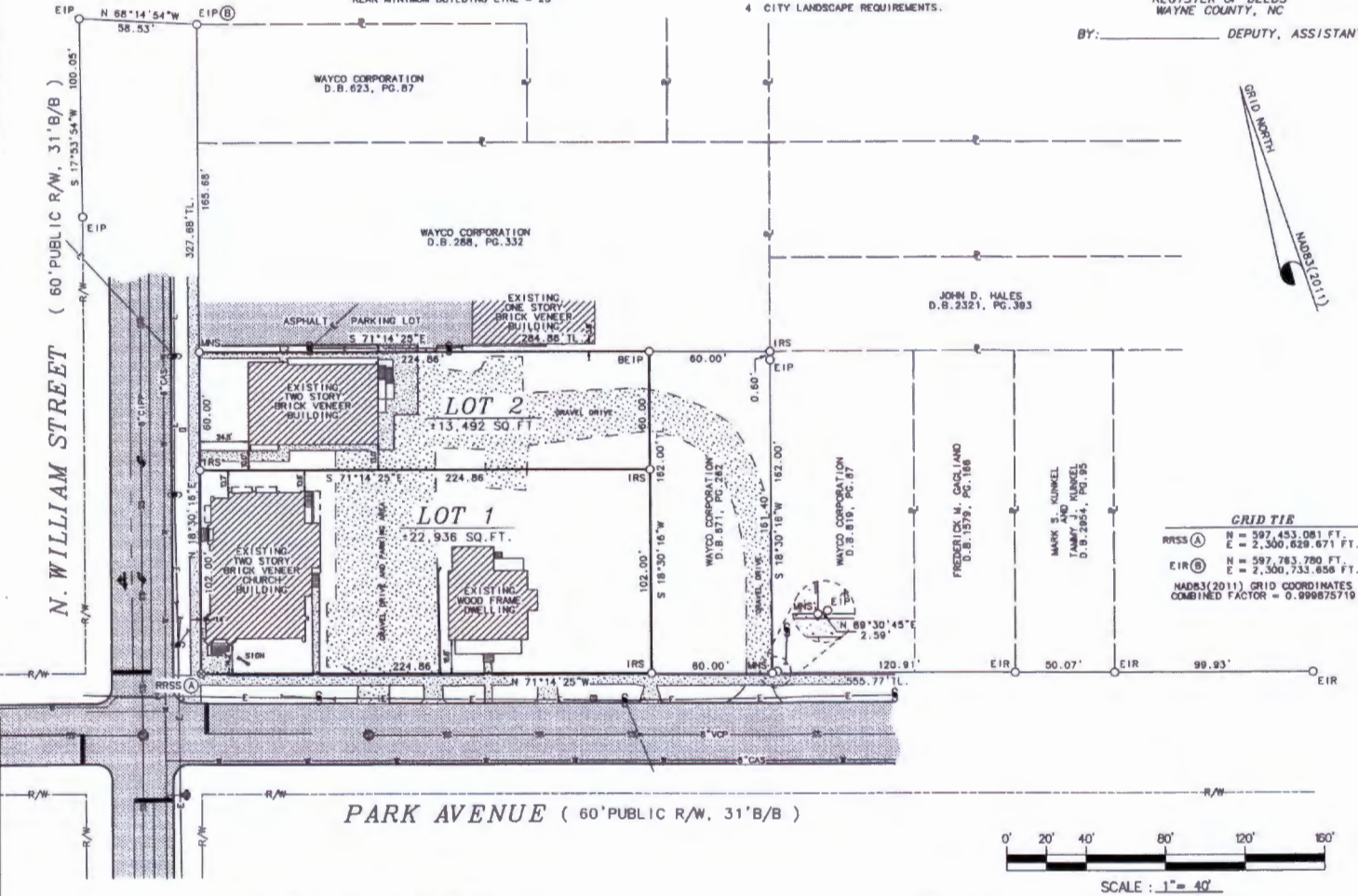
PRESENTED
FOR REGISTRATION

DATE:

TIME:

JUDY HARRISON
REGISTER OF DEEDS
WAYNE COUNTY, NC

BY: DEPUTY, ASSISTANT



CERTIFICATE OF OWNERSHIP AND DEDICATION

THIS IS TO CERTIFY THAT I, THE PRESIDENT OF THE CORPORATION, BY AUTHORITY OF THE BOARD OF DIRECTORS HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER OF THE PROPERTY DESCRIBED HEREON. THE PROPERTY IS LOCATED WITHIN THE PLANNING JURISDICTION OF THE CITY OF GOLDSBORO. THAT I (WE) FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE AND THAT I (WE) WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL THE PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR ANY OTHER PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ANY OTHER PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE GOLDSBORO CITY COUNCIL IN THE PUBLIC INTEREST.

Wayco Corporation
CORPORATION

1/23/19
DATE

BY: Tony Womack

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF A NEW STREET OR CHANGE ANY EXISTING STREETS AND THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE PROVISIONS OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO. THEREFORE, THIS PLAT HAS BEEN APPROVED BY THE GOLDSBORO PLANNING DIRECTOR SUBJECT TO IT BEING RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS WITHIN 60 DAYS OF THE DATE BELOW.

JENNIFER COLLINS
PLANNING DIRECTOR

SURVEY FOR

WAYCO CORPORATION

BEING ALL OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 796, PAGE 404 WAYNE COUNTY REGISTRY

CITY OF GOLDSBORO
GOLDSBORO TOWNSHIP WAYNE COUNTY NORTH CAROLINA



BENTON & ASSOCIATES
LAND SURVEYING AND MAPPING
119 E WALNUT STREET GOLDSBORO, NC
PHONE (919) 735-0440 FAX 735-0440
FIRM LICENSE NO. C-1905

APPROVED RMB DATE 01/10/19
SURVEYOR JHL DRAFTER RMB
FILE NUMBER 18-190

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING**

SUBJECT: CU-13-18 Regina Exum - North side of Royall Avenue between Jefferson Street and Teakwood Drive (Adult Day Care)

Applicant requests a Conditional Use Permit to allow the operation of an adult day care in conjunction with an existing child day care facility.

BACKGROUND: The property is zoned NB (Neighborhood Business). Adult day cares are a permitted only after the issuance of a Conditional Use Permit approved by City Council.

Frontage: Approximately 130 ft. (Royal Ave.)

Area: 49,107 sq. ft., or 1.13 acres

DISCUSSION: As previously stated, the applicant intends to operate an adult day care in conjunction with an existing child day care facility.

The site has operated as a child day care since January of 2008. Currently, the North Carolina Division of Child Development licenses the facility for up to 40 children.

In addition to child day care services, the owner proposes to provide organized programs to senior adults in a supervised community group setting to promote social, physical and emotional well-being. Certification is required for adult day cares by the North Carolina Division of Aging and Adult Services.

Days/hours of Operation:

Monday-Friday: 5:30am-12:00 Midnight

Employees: 3-4

Access and Parking: The site is served by two existing over-sized driveway cuts off Royal Avenue. Based on one space per 300 sq.ft. of gross floor area, plus an unloading and loading area capable of stacking 4 vehicles, 6 parking spaces are required.

Landscaping: Existing vegetation is sufficient to meet the intent of the City's landscape ordinance. Due to existing site conditions along Royal Avenue, a modification of street trees will be necessary.

Sidewalks: Applicant is requesting a modification of the City sidewalk installation requirement and requests to waive the fee-in-lieu of sidewalk.

At the public hearing held on November 19, 2018, no one appeared to speak either for or against the request.

At the Planning Commission meeting on November 26, 2018, the applicant requested that her proposal be delayed since additional information was required from the North Carolina Department of Health and Human Services.

Since that time, the applicant has been unable to meet compliance with state and local guidelines and has now requested that her proposal to operate an adult daycare center be withdrawn without prejudice until further notice.

The Planning Commission, at their meeting held on January 28, 2019 recommended to accept the request of the applicant to withdrawal the Conditional Use permit without prejudice.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and accept the withdrawal of the application without prejudice as requested by the applicant.

Date: 1/29/19



Planning Director

Date: _____

City Manager

CU - 13 - 18
1701 ROYALL AVENUE
ADULT DAYCARE IN NB



CONDITIONAL USE

CASE NO: CU-13-18

USE REQUEST: Operate an Adult Daycare in NB
along with Child Daycare

ADDRESS: 1701 Royall Avenue

APPLICANT: Regina Exum

HOURS OF OPERATION:

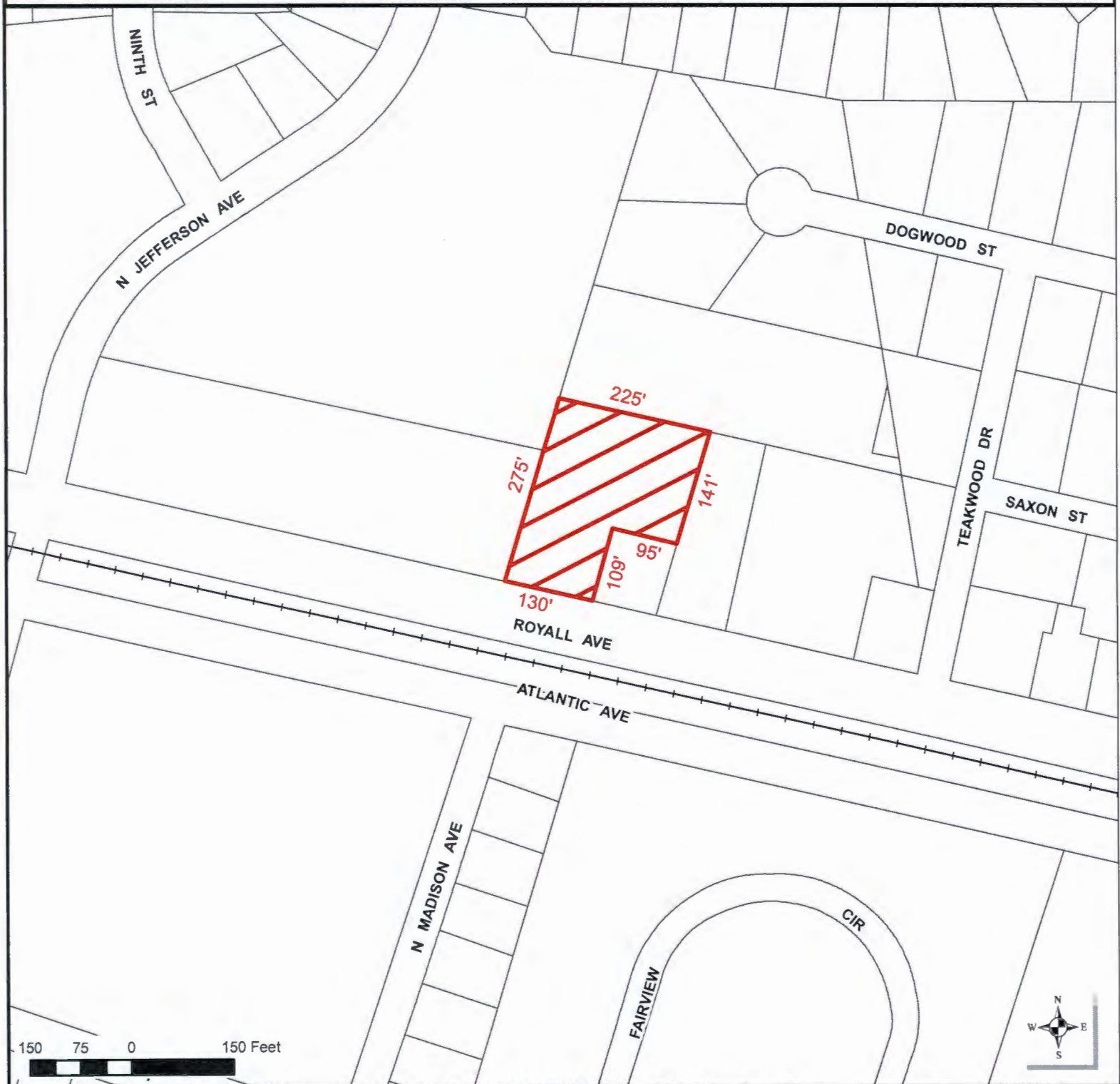
NUMBER OF EMPLOYEES:

Modifications:

GOLDSBORO
BE MORE DO MORE SEYMOUR

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CU - 13 - 18
1701 ROYALL AVENUE
ADULT DAYCARE IN NB



CONDITIONAL USE

CASE NO: CU-13-18

USE REQUEST: Operate an Adult Daycare in NB
along with Child Daycare

ADDRESS: 1701 Royall Avenue

APPLICANT: Regina Exum

HOURS OF OPERATION:

NUMBER OF EMPLOYEES:

Modifications:



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200 North Center Street, 27530

P 919-580-4335

January 23, 2019

To Whom It May Concern,

I have applied for a Conditional Use Permit to operate an adult daycare in conjunction with an existing child daycare located at 1701 Royall Avenue, Goldsboro North Carolina.

I have made the decision to withdraw my application without prejudice since additional requirements are needed from North Carolina's Department of Health and Human Services who is responsible for licensing adult day care facilities. Should I decide to move forward with this request in the future, I will notify City officials at the appropriate time.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Regina Exum". The signature is written in a cursive style with a large, stylized "R" and "E".

Regina Exum
Kids First, Owner

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 4, 2019 COUNCIL MEETING**

SUBJECT: Z-19-18 McArthur Properties – East side of North Berkeley Boulevard
between Holly Road and E. New Hope Road

BACKGROUND: The applicant requests a rezoning from Residential 16 (R-16) to General Business Conditional District (GBCD).
In conjunction with this request, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the new owner/developer will be required to have the site plan approved by City Council before future development of the property.

Frontage: 325 ft. (N. Berkeley Blvd.)

Area: 66,087 sq. ft., or 1.51 acres

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

Existing Use: The property is currently vacant woodland.

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

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

On October 21, 2013, property owned by the applicant adjacent to and southwest of the subject property was rezoned from Office and Institutional-1 to General Business Conditional District to allow the

operation of a used car lot. At this time, the use has ceased to exist and the property is vacant.

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

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

At the public hearing held on December 17, 2018, two people spoke in opposition the request, citing concerns with traffic, drainage issues and flooding, noise and depreciation of property values regarding the proposal.

The Planning Commission, at their meeting held on January 28, 2019 recommended approval of the zoning change with requirement to have site plan approved by City Council before future development of the property.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from Residential 16 (R-16) to General Business (GB) Conditional District with site plan approval required prior to development.

Although not entirely compliant with the City's Land Use Plan, the Conditional District zoning would afford protection to adjoining properties and would extend commercial zoning along Berkeley Boulevard which is proposed to be upgraded to a four lane divided corridor.

Date: 1/29/19



Planning Director

Date: _____

City Manager

dcc

Z-19-18
PAT McARTHUR
R - 16 TO GB-CD



REZONING REQUEST

Applicant: Pat McArthur
Request: R-16 to GB-CD
Project: Commercial
Parcel #: 3529-28-3369
Location: 1900 Blk. N. Berkeley Blvd

300 150 0 300 Feet



BE MORE DO MORE SEYMOUR

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REZONING REQUEST - EXISTING ZONING

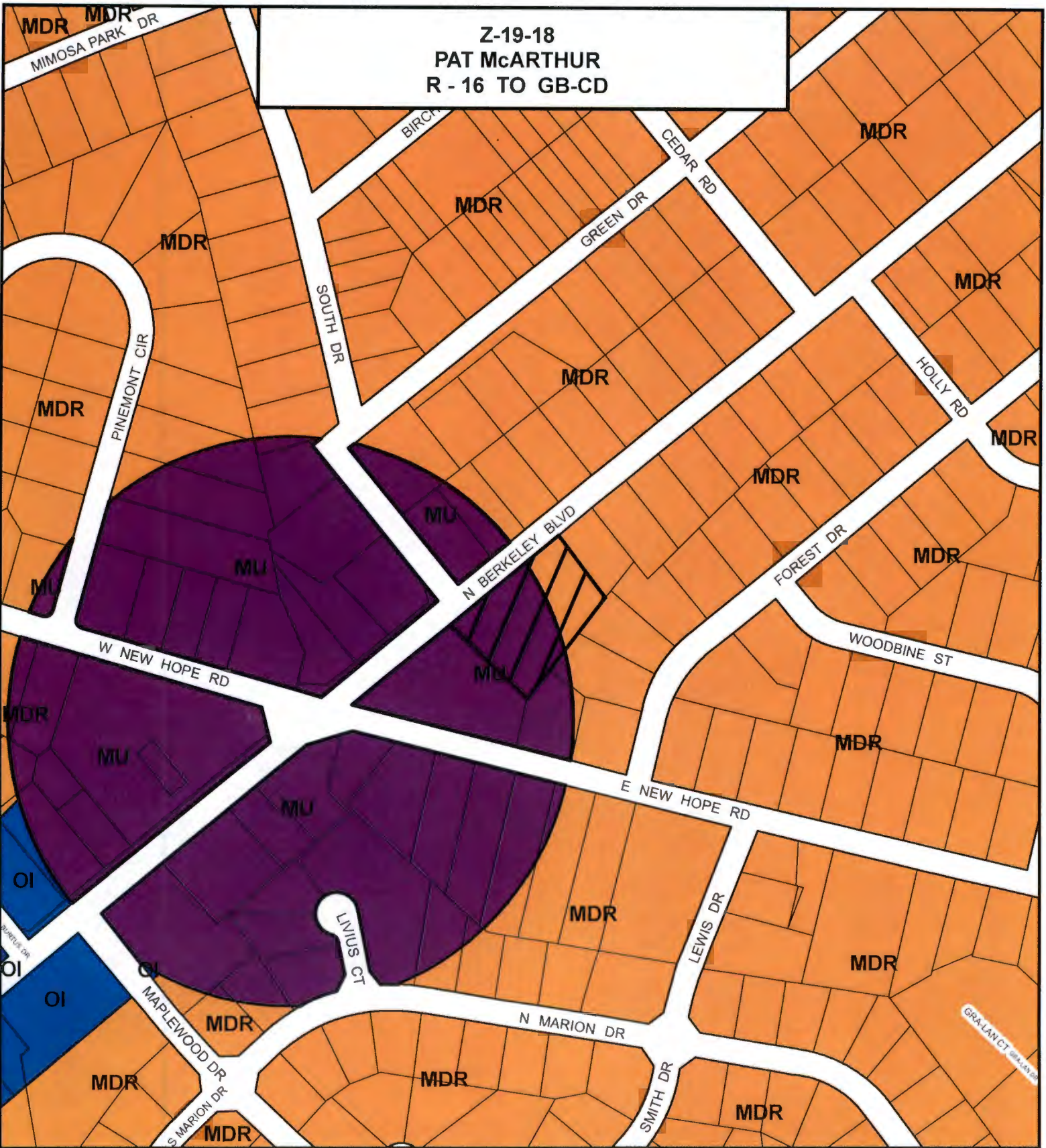
Applicant: Pat McArthur
 Request: R-16 to GB-CD
 Project: Commercial
 Parcel #: 3529-28-3369
 Location: 1900 Blk. N. Berkeley Blvd

300 150 0 300 Feet



BE MORE DO MORE SEYMOUR

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Z-19-18
PAT McARTHUR
R - 16 TO GB-CD

REZONING REQUEST - PROPOSED ZONING

Applicant: Pat McArthur
Request: R-16 to GB-CD
Project: Commercial
Parcel #: 3529-28-3369
Location: 1900 Blk. N. Berkeley Blvd



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ORDINANCE NO. 2019 -

**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, January 29, 2019, 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 Residential 16 (R-16) to General Business (GB) Conditional District with site plan approval required prior to development

Z-19-18 McArthur Properties – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road

The Wayne County Tax Identification No. is 3529-28-5504. The property has a total frontage of 325 ft., an average depth of approximately 250 ft. and a total area of approximately 1 acre.

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 _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager



City of Goldsboro

J.G. Drawer A
North Carolina
27533-9701

BLACK HISTORY MONTH PROCLAMATION

WHEREAS, the 2019 theme for National Black History Month is "Black Migrations," emphasizing the movement of people of African descent to new destinations and subsequently to new social realities; and

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, Dr. Carter G. Woodson, known as the father of Black History, initiated Negro History Week in February 1926; and for many years, the second week of February, chosen to coincide with the birthdays of Frederick Douglass and Abraham Lincoln, was celebrated by African Americans in the United States; and

WHEREAS, in 1976, Negro History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, Black History Month is a time for all Americans to remember the stories and teachings of those who helped build our nation, advanced the cause of civil rights and strengthened families and communities.

WHEREAS, African Americans have made significant contributions as leaders at the highest levels of the military, business, education, law, government, the arts, sports, and religion; and

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim the month of February 2019 as

BLACK HISTORY MONTH

in the City of Goldsboro and encourage all citizens to observe this month by participating and supporting all festivities celebrating the proud heritage of African Americans.

WITNESS MY HAND and the corporate seal of the City of Goldsboro, North Carolina, this 4th day of February, 2019.




Chuck Allen, Mayor