

GOLDSBORO CITY COUNCIL REGULAR MEETING <u>REVISED</u> AGENDA MONDAY, MARCH 2, 2020

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

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

ADOPTION OF THE AGENDA

OLD BUSINESS

A. Summer Youth Employment Initiative

NEW BUSINESS

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

Invocation (Apostle Walter Barbour, Victory Faith Church) Pledge of Allegiance

III. ROLL CALL

IV. APPROVAL OF MINUTES (*Motion/Second)

- A.1 Minutes of the Work Session and Regular Meeting of January 21, 2020
- A.2 Minutes of the Work Session and Regular Meeting of February 3, 2020

V. PRESENTATIONS

- B. Developmental Disability Awareness Month Proclamation
- C. U.S. Census Bureau Presentation (Allisa Shepard, Partnership Specialist)

VI. PUBLIC HEARINGS (*Motion/Second)

D. Public Hearing to Consider an Incentive Grant Agreement with Atlantic Casualty Insurance Company and Wayne County (City Manager)

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

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

- E. Change Order No. 1-2019 Wastewater Collection System Rehabilitation & Storm Sewer Improvements Project Formal Bid No. 2019-007 (Engineering)
- F. McKim & Creed, Inc. Engineering Services Agreement for Phase IV Sewer Collection System Rehabilitation- Contract Addendum No. 2 (Engineering)
- G. Rebuild NC Buyout Program Goldsboro Cooperative Agreement (Community Relations)
- H. Z-1-20 Discount Tire of Goldsboro East side of N. Berkeley Boulevard between Langston Drive and Ridgecrest Drive (Planning)
- I. S-1-20 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Modification S-5-85) (Planning)
- J. S-2-20 Lanetree Townhomes (PUD) Preliminary Subdivision Plat (S-11-99) (Planning)
- K. SITE-1-20 Chick-Fil-A (Site Improvements, Building Addition and Parking Modification) (Planning)
- L. SITE-3-20 Site and Landscape Plan Randy Gray (Retail Sales) (Planning)
- M. Setting Public Hearing--Non-contiguous Annexation Request Renu Life Extended, Inc. (Located on the northeast side of Windsor Creek Parkway between Wilshire Way and Wayne Memorial Drive) approximately 4.52 Acres (Planning)

- N. Agreement between the City of Goldsboro and the North Carolina Department of Transportation for Construction of Sidewalks (Planning)
- IX. ITEMS REQUIRING INDIVIDUAL ACTION (*Motion/Second)
- X. CITY MANAGER'S REPORT
- XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS (*Motion/Second)
 - O. North Carolina 811 Safe Digging Month Proclamation
- XII. CLOSED SESSION
- XIII. ADJOURN

MINUTES OF THE MEETING OF THE CITY COUNCIL HELD JANUARY 21, 2020

WORK SESSION

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on January 21, 2020 with attendance as follows:

Present: Mayor Pro Tem Bill Broadaway, Presiding

Councilmember Antonio Williams

Councilmember Taj Polack Councilmember Brandi Matthews Councilmember David Ham

Councilmember Gene Aycock (arrived at 5:03 p.m.)

Ron Lawrence, Attorney Tim Salmon, City Manager Melissa Capps, City Clerk

Jennifer Collins, Planning Director

Scott Williams, IT Director

Felicia Brown, Interim P&R Director Rick Fletcher, Public Works Director

Joseph Dixon, Fire Chief

Landon Fleming, Police Corporal

Erin A Fonseca, DGDC Marketing & Events Manager

Bernadette Dove, HR Director Catherine Gwynn, Finance Director

Shycole Simpson-Carter, Community Relations Director

Ken Conners, News Director, Curtis Media Group

Eddie Fitzgerald, News Argus Reporter Freeman Hardison, GWTA Board

Lonnie Casey, Citizen
Bobby Mathis, Citizen
Della Mathis, Citizen
Yvonnia Moore, Citizen
Jay Bauer, Citizen
Alicia Pierce, Citizen
LeKeshia Polack, Citizen
Kelvin Stallings, Citizen

Constance Coram, Citizen Kimberly Rhodes, Citizen

Judge Ericka James (arrived at 5:23 p.m.)

Absent: Mayor Chuck Allen

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

Adoption of the Agenda. Councilmember Ham made a motion to adopt the agenda. Mayor Pro Tem Broadaway, Councilmembers Polack, and Ham voted in favor of the motion. Councilmember Williams and Matthews did not vote and therefore, their vote is recorded as affirmative. Mayor Pro Tem Broadaway stated the motion passed.

Boards and Commissions Discussion. Ms. Melissa Capps stated at the last Council Meeting, Council made appointments to the Goldsboro Municipal Golf Course Committee, Parks & Recreation Advisory Commission, Mayor's Committee for Persons with Disabilities Committee and the Travel and Tourism Commission. Vacancies still exist on the Commission on Community Relations and Development, Historic District Commission, the Planning Commission and the Local Firefighter's Relief Fund. Included in your packet is a Resolution that was drafted at the last meeting and we removed the appointments. Ms. Capps asked Council to review.

Mayor Pro Tem Broadaway reviewed the recommendations for appointment.

Mr. Salmon shared Terry Cottle would be an alternate if Jay Bauer is not appointed to the Planning Commission and was reappointed to the Historic District Commission.

Councilmember Williams shared there will be an additional vacancy on the Historic District Commission due to the loss of Ms. Jacobs.

Councilmember Ham made a motion to appoint Mr. Jay Bauer to the Planning Commission. Mayor Pro Tem Broadaway seconded the motion. Councilmember Matthews stated we have to give someone else a chance to serve; he just got off a board. Councilmember Polack stated I do not know this person, but I did get an opportunity to know Bishop Slater and the recommendation of that board, I know it is hard enough, we had to cut the numbers from 30 to 15 on one board, when you have people that want to volunteer to work on them, in my opinion you get more work done. Councilmember Polack asked wouldn't we be hindering progress if we do not make appointments to these boards? Councilmember Williams stated we would not be hindering progress, we have members who can step in until we make those appointments. Mayor Pro Tem Broadaway, Councilmembers Polack, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews voted against the motion. The motion passed 4:2.

Mayor Pro Tem Broadaway shared the recommendations for the Historic District Commission, Crystal Steadman and Terry Cottle. Councilmember Polack stated Melissa extended a period for me to have representation from my district, I only see one person, as Councilmember Williams shared, Ms. Jacobs transitioned, could that period be extended? Mayor Pro Tem Broadaway stated yes, I'm sure we will.

Upon motion of Councilmember Polack, seconded by Councilmember Aycock and unanimously carried, Council appointed Crystal Steadman and Terry Cottle to the Historic District Commission.

Mayor Pro Tem Broadaway reviewed the recommendations for the Commission on Community Relations Amy Bauer, Chretien Dumond, and Stephen McFarland.

Councilmember Aycock made a motion to appoint Amy Bauer, Chretien Dumond, and Stephen McFarland to the Commission on Community Relations. Mayor Pro Tem Broadaway, Councilmembers Polack, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews voted against the motion. The motion passed 4:2.

Council Committees Discussion. Mayor Pro Tem Broadaway reviewed the following:

DGDC-(3 year term)
David Ham
Randy Guthrie

Waynesborough Park Bill Broadaway

Housing Authority
Mayor Chuck Allen

<u>Transportation Advisory Committee (TAC)</u>
Mayor Chuck Allen
Gene Aycock
David Ham, Alternate

Transportation Authority (GWTA)
Antonio Williams
Shycole Simpson-Carter
Tim Salmon

EX-OFFICIO MEMBERS

Parks & Recreation Advisory Commission Historic District Travel & Tourism Advisory Council

Mayors Committee for Persons with Disabilities

Taj Polack Antonio Williams Mayor Chuck Allen Tim Salmon Brandi Mathews

SPECIAL COMMITTEES

Law & Finance
Antonio Williams
David Ham

Inter-Governmental Committee Mayor Chuck Allen Bill Broadaway

CURRENT PROJECTS

Military Liaison Committee Mayor Chuck Allen Bill Broadaway David Ham Tim Salmon

Herman Park Center Gene Aycock David Ham Antonio Williams

Councilmember Williams shared information regarding the Housing Authority Legislation and how a city official cannot serve on the Housing Authority. The Mayor makes appointments to the Housing Authority. Councilmember Williams stated he cannot sit on the board as an exofficio. Mayor Pro Tem Broadaway suggested the item be tabled.

Councilmember Ham made a motion to table the discussion of the Housing Authority. Councilmember Aycock seconded the motion. Mayor Pro Tem Broadaway, Councilmembers Ham and Aycock voted in favor. Councilmembers Williams, Polack and Matthews voted against the motion. The motion failed 3:3.

Councilmember Aycock stated then we do not need anyone on there, is that correct. Mr. Salmon stated my understanding is he is not on the board, he is just there since he is making those appointments.

Councilmember Williams stated I would like to suggest we continue with just the city manager in regards to GWTA, since we do not have any councilmembers who want to be on that board. There should not be any city employees on this board, should only be city councilmembers.

Mayor Pro Tem Broadaway read a copy of the letter from the chairman of the GWTA Board that requested Shycole remain on the board because of her grant writing abilities. Councilmember Aycock shared I received a call from Mr. Freeman Hardison asking that she stay on the board as well. Councilmember Matthews stated I am sure other people can contribute to this board. Councilmember Ham stated I also received communication from Mr. Hardison as well.

Council discussed the letter.

Councilmember Williams requested Ms. Moore come forward. Ms. Yvonnia Moore shared comments regarding a conversation between herself and Mr. Hardison.

Councilmember Polack stated in my opinion, if that person has been an asset who would then replace that person and do that job, do we have anybody in place.

Discussion continued.

Attorney Lawrence stated Melissa is getting Council a copy but the resolution states who can be appointed to the board. Mr. Salmon stated bottom-line it can be three members from the city, right. Attorney Lawrence stated it can be councilmembers or anyone else, it says any citizen.

Mr. Hardison shared comments regarding Councilmember Williams and Ms. Carter.

Discussion continued regarding appointments to boards.

Councilmember Ham made a motion to reappoint Ms. Simpson-Carter to the GWTA Board. Councilmember Polack seconded the motion. Councilmember Williams stated so we reward bad behavior here, we have an employee who is suing the city and we let her do any and everything she can possibly do; I do not understand. Councilmember Polack stated on a board you deal with assets and liabilities, like I said last meeting, I am a Black man on this board, allegations could be thrown at me, me personally, I would not want to put myself in an environment to cause any further disruption or confusion, personally. Councilmember Polack asked what protections are in place to prevent this from happening in the future and stated I did not receive an answer. Councilmember Polack stated my biggest thing is, if you are an asset and by the facts that have been stated on the numbers of the grants, who would better fill that seat, do we have that person now. Councilmember Williams stated she works for the city, the county can get someone to do those things. Councilmember Williams stated she is supposed to be writing grants for the city. Mayor Pro Tem Broadaway called for a vote. Mayor Pro Tem Broadaway, Councilmembers Polack, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews voted against the motion. The motion passed 4:2.

Councilmember Williams stated I think we need to know when our Mayor will be back, I'm not trying to be insensitive, he sits on quite a few boards.

Mayor Pro Tem Broadaway stated his present plans are to be back at the first meeting in February.

Councilmember Williams stated in my opinion the Mayor's seat is vacated; there have been four absences.

Attorney Lawrence stated the Mayor's seat is not vacated, he has a temporary leave of absence whether it has been granted or not because he is sick. Councilmember Williams asked shouldn't there be a resolution in place. Attorney Lawrence stated there does not have to be a resolution in place. Councilmember Williams stated I believe there should be a resolution stating that there is a leave of absence and we are going to allow him to have a leave of absence until he is well; I believe that is state statute. Attorney Lawrence stated there is a state statute if he chooses to take a leave of absence he can come in and request it and then the board votes on it. Attorney Lawrence stated at this point in time he has not done that, him merely not being here is not making his seat vacated. Councilmember Williams stated so how can we conduct business properly. Attorney Lawrence stated the same way you are doing, it still requires a majority vote. Councilmember Williams stated I would like to see state law where he has not vacated his seat. Attorney Lawrence stated at the next meeting, it's at the office. Councilmember Williams stated I'd like it before the next meeting, can you have it before the council meeting is over sir. Attorney Lawrence stated no I cannot, I have that research back at my office, I'll be happy to pull it and send it to each of you this week.

Mr. Salmon stated I would like to clarify one item, at the last meeting Councilmember Polack stated he would like to be a part of the Herman Park Center Project Committee and that would make four members of council on the committee.

Councilmember Aycock stated I will step down in order for Mr. Polack to serve.

Councilmember Aycock made a motion to appoint Councilmember Polack to serve in place of him on the Herman Park Center Project Committee. Councilmember Polack seconded the motion. Mayor Pro Tem Broadaway, Councilmembers Polack, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews did not vote, therefore their votes would be counted in the affirmative. The motion passed.

TC Coley Community Center Update. Ms. Felicia Brown stated I am here before you tonight to provide an update on the TC Coley Community Center. You all tasked me with contacting the groups that are currently using the facility to let them know of your intentions. You also asked that I have a proposed contract for Ashford Boxing. The first person with met with was Pastor Robertson with Kingdom of God Tabernacle Outreach Ministries. Pastor Robertson was not currently in TC Coley Community Center but was in the process of submitting paperwork. She is only interested in renting a room one-day a week and had no issue with the proposed rate. We also met with Steve Ashford of Ashford Boxing, passed along to him we were looking at \$500 a month for the gym. He stated he couldn't do that as he was not making money and suggested to pay what he had at Herman Park Center, \$1 a year or \$1 a month. We also asked that he provide us with his 990 form since he is a non-profit. We were scheduled to meet with Apostle Kornegay however due to a death in her family a meeting was rescheduled for tomorrow.

Council discussed.

Councilmember Ham made a motion to reject Mr. Ashford's bid. The motion was seconded by Councilmember Aycock. Mayor Pro Tem Broadaway, Councilmembers Polack, Matthews, Ham and Aycock voted in favor of the motion. Councilmember Williams did not vote, therefore his vote would be counted as an affirmative vote. The motion passed.

Governor's Crime Commission Grant Support Request. The Honorable Judge Ericka James stated thank you for inviting me this evening. Judge James shared information regarding the Governor's Crime Commission Grant and a Strategic Plan to reduce disproportionate minority contact for youth in the City of Goldsboro, NC. I hope that I can convince you to apply for some state funds. Judge James shared the following from the Racial Equity Report Card prepared by Youth Justice Project:

- White students in grades 3-8 were 2.4 times more likely to score "Career and College Ready" on end-of grade exams than Black students in 2017-2018.
- Black students were 4.9 times more likely than White students to receive a short-term suspension in 2016-2017.
- Black youth were 6.1 times more likely than White youth to be referred to juvenile delinquency court in 2017.
- Students by Race 35% Black; 37% White
- Teachers by Race Over 70% White; 22% Black
- A recent study revealed that low-income Black students in North Carolina who had at least one Black teacher in elementary school were significantly more likely to graduate high school and consider attending college.

Judge James stated the grant will allow us to collect data and come together to study it. And when we study it, it can help us come up with solutions to try and address some of these issues and again with the goal being to reduce disproportionate minority contact.

Judge James shared information regarding short term suspensions:

• Short-Term Suspension Rates by Race– 36.3% Black; 7.4% White

- % of Short-Term Suspensions by Race 72.6% Black; 16.2 % White
- Statewide, Black students received 57% of all short-term suspensions, even though they made up only 25% of the student population

Judge James also shared field contact statistics for the Goldsboro Police Department.

It is proposed that the City of Goldsboro Police Department will partner with Wayne County Schools, Wayne County Courts, Sheriff, Guardian Ad Litem, Wayne County PACTS, JCPC, others in addressing over-representation of minority youth in the juvenile justice system.

Facts:

- In 2018 and 2019 Black youth accounted for 93% of the juvenile interactions with
- Goldsboro PD but make-up 53% of the population of the City of Goldsboro.
- In 2016-17 school year Black youth accounted for 73% of the total suspension but make-up 35% of the Wayne County Schools.

Goals:

- 1. Assess and train the City of Goldsboro and Wayne County 220 youth, law enforcement, community, and leadership on causes and systems that contribute to disproportionate minority contact (DMC) by reviewing data and identifying community-wide policing issues through community forums and dialogue about DMC.
- 2. Develop a culturally competent plan that incorporates strategies and activities that address DMC in schools, law enforcement, and the juvenile court system.
- 3. Provide training resources to law enforcement; school resource officers; educational, governmental and community leaders working to improve communication; and address implicit bias and its effects on arrests and violent crime.
- 4. Provide community-wide training to improve communication between law enforcement, youth and the community, particularly in the minority community.

The Governor's Crime Commission is particularly interested in applications that address juvenile delinquency prevention efforts and system improvement efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

The Commission encourages programs that involve partnerships, collaboration and best practices to meet the needs of minority youth overrepresented at specific juvenile justice decision points to include referral to court, admission to detention or YDC and cases involving minority youth that are petitioned and/or have a finding of delinquency

The DMC grant is about assessment, training, and engagement and the outcomes for the first year focus on engagement and baseline assessment; and

Although the City of Goldsboro's Police Department is the host agency, there are several community partners in this collaboration to include: Wayne County Public Schools, Communities Supporting Schools, Wayne County Sheriff, Wayne County Court System, Goldsboro Housing Authority.

Judge James also shared information regarding Raise the Age legislation.

Upon motion of Councilmember Williams, seconded by Councilmember Polack and unanimously carried, Council adopted the following entitled Resolution.

RESOLUTION 2020-4 "A RESOLUTION SUPPORTING THE GOVERNOR'S CRIME COMMISSION DISPROPORTIONATE MINORITY CONTACT (DMC) GRANT"

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

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

CITY COUNCIL MEETING

The City Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on January 21, 2020 with attendance as follows:

Present: Mayor Pro Tem Bill Broadaway, Presiding

Councilmember Antonio Williams

Councilmember Taj Polack Councilmember Brandi Matthews Councilmember David Ham

Councilmember Gene Aycock

Absent: Mayor Chuck Allen

The meeting was called to order by Mayor Pro Tem Broadaway at 7:00 p.m.

Archbishop Anthony Slater with Tehillah Church Ministries provided the invocation. The Pledge of Allegiance followed.

Approval of Minutes. Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried, Council approved the Minutes of the Work Session and Regular Meeting of December 16, 2019 as submitted.

Zeta Phi Beta Sorority Month Proclamation. Mayor Pro Tem Broadaway proclaimed January 2020 ZETA PHI BETA SORORITY, INC. MONTH in the City of Goldsboro, North Carolina, and congratulate the sorority on their 100th Anniversary.

A copy of the Proclamation was presented to members of the Zeta Phi Beta Sorority.

¹/₄ Cent Sales Tax Support Request (Craig Honeycutt, Wayne County Manager). Mr. Honeycutt and Dr. Dunsmore shared information regarding the proposed ¹/₄ cent sales tax and what school projects are planned to be funded through the proposed one-quarter of one-cent sales and use tax referendum (pending voter approval) which has been placed on the March 3, 2020 Primary Election ballot.

Mr. Honeycutt and Dr. Dunsmore answered questions from Council and members of the audience.

Councilmember Williams stated we are going to make sure this money is equally distributed among these projects.

Councilmember Polack stated for clarity you did say if this does not pass, the remedy will be a 3 cent increase on property taxes. Councilmember Polack stated I work at Goldsboro High School, the later part of last week, the upstairs had no heat at all, that school was erected in 1927, I work there, I see it every day and something needs to be done.

Upon motion of Councilmember Aycock, seconded by Councilmember Polack and unanimously carried Council adopted a Resolution of Support to place a one-quarter cent local options sales tax on the March 3, 2020 Primary in Wayne County, North Carolina.

RESOLUTION 2020-5 "A RESOLUTION OF SUPPORT TO PLACE A ONE-QUARTER OF ONE CENT LOCAL OPTION SALES TAX ON THE MARCH 3, 2020 PRIMARY IN WAYNE COUNTY, NORTH CAROLINA"

Z-23-19 D & J Sand and Gravel – East side of Claridge Nursery Road between W. US 70 Highway and W. US 70 Bypass (R-16 to I-2CD). Public Hearing Held. The applicant requests the rezoning of approximately 115 acres from Residential (R-16) to General Industry

Conditional District (I-2CD), which would limit the property to the operation of a sand and gravel business.

Sand and gravel operations are a permitted use within the General Industry (I-2) zoning district only after the issuance of a Conditional Use Permit approved by City Council. The applicant is requesting a Conditional Use Permit to allow the operation of a sand and gravel business within the General Industry (I-2) zoning district.

In addition to the rezoning request and conditional use permit, the applicant is requesting an off-premise sign to be located upon private property fronting Claridge Nursery Road since the subject property has no road frontage for commercial advertising signage. Council approval is required for off-premise advertising signs in accordance with the City's Unified Development Code.

Frontage: The tract has no road frontage

Area: 5,110,407 sq. ft. or approximately 115 acres

Zoning: Residential (R-16)

Surrounding Zoning:

North: Residential (R-16);

South: General Industry (I-2); Residential (R-16)

East: Residential (R-16); and West: Residential (R-16)

Property is currently operated as a sand and gravel operation.

As previously stated, the applicant is requesting a zoning change from Residential (R-16) to General Industry Conditional District (I-2CD), which would limit the property to a sand and gravel business.

The applicant states that the sand and gravel business had been operating prior to his acquisition of the property in December of 2017 and that he was unaware that the property was zoned for residential purposes.

Now, the applicant is in need of commercial advertising signage for the promotion of his business. Council approval is required due to the fact that he has no road frontage required for commercially-zoned properties.

Currently, the applicant proposes to locate the off-premise sign across the street from an access easement leading to the subject property off Claridge Nursery Road. The property is zoned General Business and would permit a freestanding sign in accordance with the City's Unified Development Code.

Hours of Operation: Monday – Friday

8:00 am to 5:00 pm

No. of Employees: 1-2

The submitted site plan indicates a 30 ft. wide ingress, egress and regress access easement extending from Claridge Nursery Road approximately 560 ft. eastward to the applicant's western property line.

According to the Unified Development Ordinance, 1 parking space per employee and 5 customer parking spaces are required for the sand and gravel business. Applicant is requesting a modification of the City's paving requirement for vehicular surface areas since commercial trucking operations will involve hauling and delivery of sand, gravel and similar materials.

Existing vegetation surrounding the site satisfies the City's landscape requirements for the proposed use.

The City's Comprehensive Land Use Plan recommends Conservation and Medium Density residential development.

City water and sewer are not available to serve the property. Subject area is located in a Special Flood Hazard Area known as the 100 year floodplain.

Mayor Pro Tem Broadaway opened the public hearing. No one spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council's meeting on February 3, 2020.

Z-24-19 J.D. Pike Jr. – West side of N. Center Street between W. Oak Street and W. Ash Street. Public Hearing Held. The applicant requests the rezoning of two lots from CBD (Central Business District) to GB (General Business). Applicant owns property directly north of the subject properties and currently zoned GB (General Business).

Lot 1:

Frontage: 91.5 ft. (N. James Street) Area: 19,007 sq. ft., or 0.43 acres

Lot 2:

Frontage: 149 ft. (N. Center St.) Area: 25,165 sq. ft., or 0.57 acres

Surrounding Zoning:

North: GB (General Business);

South: CBD (Central Business District); East: CBD (Central Business District); and

West: CBD (Central Business District), GB (General Business)

The two lots were formerly used for the operation of a used car business and service center. The site has been closed for more than six months and the owner has decided to sell the property.

As previously stated, the applicant is requesting a zoning change from CBD (Central Business District) to GB (General Business).

Currently, the applicant is in the process of selling the commercial property once operated for used car sales and service and formerly known as J. D. Pike Motor Company. He believes the marketability of the property will increase if the property is rezoned to GB (General Business).

The City's Comprehensive Land Use Plan recommends MU DT (Mixed Use Downtown) development.

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

The subject property is located within the City of Goldsboro's Historic District. Any exterior improvements to the property including signage shall comply with the Historic District guidelines before a building permit can be issued in the future.

Mayor Pro Tem Broadaway opened the public hearing. No one spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council's meeting on February 3, 2020.

CU-13-19 Jerry Futrell – East side of US 117 South between Arrington Bridge Road and South George Street (Increase in electronic gaming machines from 35 to 101 for existing Internet Café). Public Hearing Held. An internet café was previously approved for 20 gaming machines at this location on September 3, 2013. On June 2, 2014, City Council denied a request to increase the number of gaming machines from 20 to 35 based on requiring 2 parking spaces per machine. On August 4, 2014, the Council approved a parking ordinance amendment

to the City's UDO requiring 1.5 parking spaces per machine. In addition, they approved the previous owner's request to allow an increase in the number of gaming machines from 20 to 35.

The previous owner closed the business in March of 2016 upon order from the District Attorney's office. Once software upgrades were installed and in compliance with State law, he reapplied for a Conditional Use Permit to operate an internet café in accordance with the City's Unified Development Ordinance. City Council approved site, landscape and floor plans for the previously approved 35 gaming machines on January 3, 2017.

On May 8, 2017, City Council amended the City's Electronic Gaming Ordinance. The following requirements were approved as they pertain to new gaming establishments proposed for operation in the City of Goldsboro's planning jurisdiction:

- 1. Electronic gaming operations are permitted only in the General Business (GB) zoning district after the obtainment of a Conditional Use Permit approved by City Council.
- 2. No establishment shall be located within five hundred (500) feet of any residentially zoned or developed property, church, school, day care, playground or public park. Where the proposed establishment is separated from residentially zoned or developed property by a four-lane highway, the five hundred (500) foot separation shall only apply to the properties along the sides and rear of the establishment.
- 3. No such establishment shall be located within one mile (5,280 ft.) of another such establishment.
- 4. The hours of operation for such operations shall be limited to 7:00 a.m. to 2:00 a.m.

City Council made no changes to the existing parking requirement of 1.5 spaces per gaming machine.

As previously stated, the applicant is requesting to amend an existing Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 35 to 101.

Frontage: 454.3 ft. (US 117)

Area: 97,220 sq. ft., or 2.23 acres

Zoning: General Business

Hours of Operation: 10:00 a.m. to 2 a.m. (7 days)

No. of Employees: 2

Site and landscape plans for this operation were previously approved. In addition, parking requirements were in compliance with the City's Unified Development Ordinance.

The following modifications were approved:

- a. Rear yard landscape buffer due to grade separation at railroad tracks.
- b. Vehicular surface buffer at front due to existing paving and public right-of-way;
- c. Street tree requirement; and
- d. Distance from residentially zoned property from 200 ft. to 125 ft.

As previously stated, parking is required at 1.5 space per gaming machine. The applicant contends that the City current parking requirement is excessive based on the fact that only one customer can operate one gaming machine at any one time.

Currently, there are 52 paved parking spaces to serve the site. 152 parking spaces are required. Parking areas are available to meet the City's current parking requirements north and east of the facility. However, the applicant does not desire to provide paved parking in accordance with City standards. As such, the applicant is requesting a modification of the City's parking requirement from 152 to 52 parking spaces.

At the public hearing held on December 16, 2019 the applicant requested the public hearing remain open until January 21, 2020 due to the applicant not being able to attend the December 16, 2019 public hearing because of a family emergency. Keeping the public hearing open would allow the applicant the opportunity to speak regarding this request. City Council granted the applicant's request and the public hearing would remain open until the January 21, 2020 City Council meeting.

Mayor Pro Tem Broadaway opened the public hearing. The following person spoke:

Jerry Futrell stated good evening City Council. My name is Jerry Futrell. This past November, two years ago, myself, my wife Carol and MJ took over this property because of the death of MJ's brother. We came into the situation with really the number of games we have right now. After the flood and after fixing the building, a year ago, prior to November, which would have been our first year in business, with us three, we went through the inspections process, we made several upgrades to the building, electrical, and that process is when we found out we won't in compliance as far as the number of machines. Because we had been told they had already been stepped up. Since we have taken over the business, we have made substantial improvement in the property. Outside lighting, to increase the lighting all the way around the building. I have pictures (Exhibit 1) that show our overflow parking potential, if we need it. I have pictures showing that evening that we had roughly about 100-120 people in the establishment, we still had plenty of parking due to the fact that very seldom does a husband and wife if they come to play, drive separate vehicles. I bring in on an average on a Thursday, Friday and Saturday night we have clients, or people that come to play with us, that come from as far away as Wilmington and they actually bring a small van and they have 8-9 people that play. They eat supper in Goldsboro prior to coming to our establishments, so they are adding to the economy of Goldsboro. We have not said they we have not or did not want to increase parking, we are more than willing to increase parking if the city council says that you'd like us to do it. We've just put a bunch of money in the landscaping, as far as we've replanted grass, we've worked our butts off this past summer trying to get the grass to grow in rocks. Because at one time, the whole back parking, the whole back area of his business was really no more than a truck stop at some I think you said, MJ. And the property has been in the family for three generations, his grandfather run Western Steakhouse, I'm not sure if anyone is old enough to remember it, I know I don't remember it. But we have done substantial work and I'd love y'all to see the pictures we have done. We've had pruning done to the pecan trees here. This is the first picture I'm handing you. As you can see, we've done some over seeding for the winter, we've tried to keep the grass seed we've planted this year. As of right now we've had 52 marked parking spots but all along the front side of this building is opportunity to park, but we have not marked them because this area is a grey area as far as the city of, they said that could be right-of-way and I shouldn't actually mark them, but I can add 22-25 parking spaces along the front of the building. This is where we added some more shrubbery. We've added approximately 30 azaleas, and boxed them in nice and added trees. Added a whole ridgeline of trees along the back side of the property. Added roses around the building. I think we've increased the visual aspect of the building easily 100-150 percent. These pictures here show the evening I was talking about. We had roughly 100-126 people in the business. As you can tell, the parking lot is nowhere near full. We still had approximately, I had it wrote down, think we still had roughly 18 parking spaces that night. And this is another view from the back, this is the parking, this is where we can have overflow parking. If we need to this area is very well lit. I mean to the extent that you can play a baseball game inside it. Because we had Duke Energy come in and add

approximately six extra lights over what we had initially. I've always said that I would much rather do something by the book, the way an inspector says to do it, and I have dealt with inspections going on thirty years, then try to hide something and that's how we came about finding out we were not in accordance and that is where we stand. If you have any questions I'd love to answer them if I can.

Councilmember Polack stated I hate to hear about your situation, the last meeting, glad to see you here tonight. Very familiar with that area, I remember when it was a different establishment, a few years back that I went to in college, it was called Teasers at that time. The first thing I noted was you know that it is a flood zone, and as a fireman you had calls back there, we see the water table and based on the topography, it is a low lying area. So we realize, even though you say you have overflow parking in the rear, it needs to be paved because the water table being high in the ground, cars tend to, you are expecting to expand to 101, based on my calculations if you have 52 spots you have three people to a car and I don't really see that. I know a couple of people who own internet cafes, gambling is an addiction, just like anything else, I'm all about entrepreneurship and the American dream, but this city is already riddled with poverty. My friend told me he has 6 machines and on average a day can generate about \$15,000 per day. Based on calculations of 101, what would be your projections on the money you take in, could you possibly donate to the community, what would the city gain.

Mr. Futrell stated I will say from my experience, my wife does the bookkeeping for our business, I know what type of machines your friend has, I do not allow those types of machines in my business. I say that from the revenue you say that it makes in a day. The average person who comes into my gameroom is 35 plus. I have a bunch of older clientele, I really don't want a younger clientele. A younger clientele is rambunctious. I have a clientele that I think of as my family, and we worked hard to build that clientele. One of the reasons that come is because it is a quiet gameroom, two, I have floor runners that will bring them drinks, I offer a good clean facility. I invite you call to come and look at my facility. We work hard to maintain that facility. As far as what do I put back into my community, I employee 17 people, out of my 17 employees, I can honestly say that only one of my employees is not a single parent. I pay my employees well above minimum wage, in a job anywhere that would pay roughly minimum wage. The starting salary is roughly \$11 per hours and even offering insurance. I try to treat my employees fairly, I pride myself that we do everything above the table. We pay taxes. I can see in the future if this is allowed permanently that this could be a very good tax revenue for the city. I do say, we have many of times reached out to people in the community in need that did not even know we did, just because we had the ability. We helped bury family members and they did not know we did that. I appreciate the opportunity to speak and thank you for allowing me to speak tonight.

No one else spoke and the public hearing was closed.

No action necessary. Planning Commission will have a recommendation for the City Council's meeting on February 3, 2020.

Planning Commission Excused.

Public Comment Period. Mayor Pro Tem Broadaway opened the public comment period. The following people spoke:

- 1. Alicia Pierce shared comments regarding Item I. Boards and Commissions. Ms. Pierce suggested the board chair bring recommendations to the city council.
- 2. Kalen Williams stated rest in peace Ms. Pinky Jacobs and suggested Council recognize her contributions to the community. He also shared concerns regarding flooding at West Haven. He questioned how the Neuse River was named.
- 3. Yvonnia Moore stated I also want to send my condolences to Ms. Jacobs' family. She also shared comments regarding Martin Luther King, the MLK event held by the City and the Community Relations Director.

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

Consent Agenda - Approved as Recommended. City Manager, Timothy Salmon, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Councilmember Ham moved the items on the Consent Agenda, Items G and H be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Aycock and a roll call vote resulted in all members voting in favor of the motion. The items on the Consent Agenda were as follows:

42nd **Annual Greater Goldsboro Road Run—Temporary Street Closing. Approved.** An application was received from the Scott Edwards, requesting permission for the Sunrise Kiwanis Club to hold their 42nd Annual Greater Goldsboro Road Run on April 18, 2020 from 7:00 a.m. to 11:30 a.m.

The race is scheduled to begin and end on Center Street and runs through the downtown area of Walnut, Jefferson, Ash, Chestnut and Mulberry Streets.

Police, Fire, Public Works and Downtown Goldsboro offices have been notified of this request.

Staff recommends approval of this request subject to the following conditions:

- 1. All intersections remain open for Police Department traffic control.
- 2. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
- 3. All activities, changes in plans, etc. will be coordinated with the Police Department.
- 4. The Police, Fire, Public Works and Downtown Goldsboro offices are to be involved in the logistical aspects of this event.

It is recommended that the City Council by motion, grant street closings on Center, Walnut, Ash, Jefferson, Chestnut and Mulberry Streets on April 18, 2020 from 7:00 a.m. to 11:30 a.m. in order that the 42nd Annual Greater Goldsboro Road Run event may take place, subject to the above conditions. Consent Agenda Approval. Ham/Aycock (6 Ayes)

Departmental Monthly Reports. **Accepted As Information.** The various departmental reports for December 2019 were submitted for the Council's approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Ham/Aycock (6 Ayes)

End of Consent Agenda.

Advisory Board and Commission Appointments. There are currently several vacancies on Advisory Boards and Commissions. Citizen involvement is vital to the performance of City government. It is necessary that additional appointments be made in an effort to fill these vacancies.

Recommendations for appointments were requested from the respective Boards and Commissions. Applications were also solicited from the public at large.

The City Council met during the Work Session on December 16, 2019 and January 6, 2020, to review vacancies and applications received to fill the current vacancies. With these appointments, one vacancy on the Goldsboro Municipal Golf Course Committee and one vacancy on the Local Firefighters Relief Fund Board of Trustees remain.

Councilmember Aycock made a motion to adopt the following entitled Resolution appointing members to various Advisory Boards and Commissions in the City of Goldsboro. Councilmember Ham seconded the motion. Mayor Pro Tem Broadaway, Councilmembers Polack, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Matthews voted against the motion. The motion passed 4:2.

RESOLUTION 2020-6 "RESOLUTION APPOINTING MEMBERS TO ADVISORY BOARDS AND COMMISSIONS"

City Manager's Report. Mr. Tim Salmon stated no report.

Mayor and Councilmembers' Reports and Recommendations. Councilmember Williams stated first I would like to apologize for our work session, I was a little irritable, so I apologize to anyone who may have felt I was harsh to them. We loss Pinky Jacobs who has done so much for this community. She has been like my number one supporter from my district. She died on Sunday and it is a great loss. She was my friend. She cared about this community more than anybody that I know, she fed people's children, she clothed people's children, she opened her house up and let strangers live with her. She paid peoples rent out of her own pocket, she cleaned up the community, stood up to our mayor, to councilmembers, to anyone she felt was not being fair. I am going to miss her, she was a true hero, she did what the Bible teaches us to do, she lived it, Pinky Jacobs, she was the realest person I ever knew. It seems like a nightmare, she was just in my store. She helped me advocate for the Summer Youth Employment Program. I just pray people do what she talked about, that it takes a village, we need reinforcements. She wrote letters to young men who were incarcerated. So I apologize to this Council, I was going through some things. I pray God holds the family together and if she has ever done something good for you, acknowledge that. She left a legacy, she was on 38 years old.

Councilmember Polack stated I would be remised if I did not piggy back off what Councilmember Williams said. Ms. Jacobs spoke with Friday, in reference to advocating for one of her constituents, thought it was mine, possibly. We have had a consistent relationship for years, I am very thankful that I could record several sessions where she spoke to my class. My students wanted me to be a vessel for them tonight to offer their condolences to the Jacobs' family as well as today, we did a lot of playbacks on YouTube where she spoke to my class. As Councilmember Williams said, she opened her doors to about 40% of the students I teach daily, and I have seen the things she has instilled in them, I do not want to say she is gone, I want to say she has transitioned and her spirit resonates in the students at Goldsboro High School. We will keep the family in our prayers.

Mayor Pro Tem Broadaway stated sometime Ms. Jacobs and I did not see eye to eye but I always really respected her. She stood for what's right and didn't care who she said it too. I always respected her. I would like to congratulate everyone for their work with the MLK celebration. He stated Congressman Butterfield's speech was wonderful, he has done a lot for this city.

Councilmember Matthews stated thank you everyone for coming out tonight. I too have to echo Councilmember Williams and Councilmember Polack. Pinky was one of the first persons I met when I moved back here from college when I wanted to get into community and giving back. I've been running with her ever since. It is a terrible loss. Some of my most fondest memories of Pinky is her standing right here at this podium, sharing love and sharing life. No matter how she was received, on this side of the table, as a Black woman to see her at that capacity was so important to me. Throughout this campaign as things were being political, I would look forward to her early morning messages to just tell me to stand firm in my truth. Pinky is passing the baton, I am picking it up and I will continue to stand in my truth.

Councilmember Ham stated about a year after I came on Council having seen Ms. Jacobs come before us and seeing her speak and advocate for things she felt to do so. I called her and I said how about you and I get together for lunch, I'd like to know more about you and you about me. We met at Toreros and spent about an hour and twenty minutes just chatting. That showed me, she was willing to reach out and understand my philosophies, my background and vice versa. I always appreciate her doing so.

Councilmember Aycock stated one thing about Pinky that I always thought so much about her was she could come up here and chastise us and do it in a way we did not get angry. She did it in a way we understood what she was saying. She was such a gentle soul. I send my condolences to her family. Councilmember Aycock stated I accept your apology Councilmember Williams.

There being no further business, the meeting adjourned at 8:11 p.m.

Bill Broadawa	•
Mayor Pro Te	em
Melissa Capp	s, MMC/NCCMC

MINUTES OF THE MEETING OF THE CITY COUNCIL HELD FEBRUARY 3, 2020

WORK SESSION

The Mayor and City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on February 3, 2020 with attendance as follows:

Present:

Mayor Chuck Allen, Presiding

Mayor Pro Tem Bill Broadaway

Councilmember Antonio Williams

Councilmember Taj Polack

Councilmember Brandi Matthews

Councilmember David Ham

Councilmember Gene Aycock

Ron Lawrence, Attorney

Tim Salmon, City Manager

Melissa Capps, City Clerk

Octavius Murphy, Assistant to the City Manager

Jennifer Collins, Planning Director

Brad Hinnant, Assistant IT Director

Felicia Brown, Interim P&R Director

Mike Wagner, Public Utilities Director

Rick Fletcher, Public Works Director

Joseph Dixon, Fire Chief

Erin A Fonseca, DGDC Marketing & Events Manager

Catherine Gwynn, Finance Director

Shycole Simpson-Carter, Community Relations Director

Adam Twiss, Paramount Theatre & Event Center Director

Obie Agbasi, Golf Director

Ashlin Glatthar, Travel & Tourism Director

Ken Conners, News Director, Curtis Media Group (arrived at 5:03 p.m.)

Eddie Fitzgerald, News Argus Reporter

Freeman Hardison, GWTA Board

Keyon Carter, Citizen

Lonnie Casey, Citizen

Bobby Mathis, Citizen

Della Mathis, Citizen

Yvonnia Moore, Citizen

Jay Bauer, Citizen

Amy Bauer, Citizen

LeKeshia Polack, Citizen

Patricia Polack, Citizen

Kelvin Stallings, Citizen

Sylvia Barnes, Citizen

Steve Ashford, Citizen

Mareese Mitchell, Citizen

Wells Warner, Golf Course Committee

Douglas Safford, Golf Course Committee

Joe Thomas, Citizen

Chretien Dumond, Commission on Community Development

Jimmie Edmundson, Citizen

Gloria Hurley, Citizen

Lisa Hurtado, Citizen

Anitra Hurley-Holmes, Citizen

Dustin Pittman, Citizen

Washea Lancaster, Citizen

Dwight Sutton, Citizen

Renardo Roberson, Citizen

Constance Coram, Citizen

Mark Metzler, Citizen Lauren Metzler, Citizen Kim Rhodes, Citizen Alicia Pierce, Citizen Georgia Dees, Citizen

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

Adoption of the Agenda. Upon motion of Councilmember Ham, seconded by Mayor Pro Tem Broadaway and unanimously carried, Council moved Item E. Z-24-19 J.D. Pike, Jr. – West side of N. Center Street between W. Oak Street and W. Ash Street (CBD to GB) to Items Requiring Individual Action.

Upon motion of Councilmember Ham, seconded by Councilmember Polack and unanimously carried, Council approved the agenda as amended.

Goldsboro Municipal Golf Course Committee Presentation. Mr. Douglas Safford shared the following information:

Purpose and Duties

- Recommend ways to improve and enhance the quality of customer service and overall appearance of the golf course
- Review club house operations and overall maintenance and upkeep of the golf course.

Our Commitment

- Keeping GMGC Open and Affordable
- Finding Ways to Eliminate Unnecessary Expenditures
- Providing a Quality Place for All People to Enjoy The Game of Golf
- Being Good Stewards of Our Greenways

GMGC Committee Report Overview

- Obie Agbasi, Director
- Final Budget Numbers for 2019
- 2019 Completed Projects
- 2020 Projects for Committee and GMGC Staff

<u>Golf Director – Obie Agbasi</u>

16 Years of Experience In:

- Golf Course Management
- Tournament Operations
- Event Planning
- Budget Management
- Organizational Growth
- Business Development
- Client and Vendor Relations
- Training and Development
- Change Management
- Regulatory compliance
- Program Coordination
- Member Satisfaction

2019 Financial Overview

BUDGET \$675,258 EXPENDITURES - 533,844 REVENUES 555,061 P&L \$21,217

Averaged 1944 rounds of golf per month

^{*}Used 83% of budget

2019 Completed Projects

- Implemented Two additional Ways to Pay Dues
- Repaired Irrigation on #16
- Replaced Traps by Grass Bunkers on Holes 3 and 13
- Ramped Up Greens Maintenance to Improve Putting Surfaces
- Removed Fences and Pampas Grass to Speed Up Play
- Installed Booster Pump for Tennis Courts
- Sodded Areas to the Right of #15 Green and #10 Pond
- Linked Ponds on Holes 4 and 16 to Prevent Flooding onto John Street
- Provided a Place for City to Distribute Reclaimed Water
- Began Driving Range Upgrade Which is Almost Completed
- Increased Membership
- Joined the Eastern Women's League
- Hosting the Wayne County Ladies Amateur Tournament
- Hosted Veterans on Veterans Day
- Hosted Back to School Supplies in September, Food Drive in November and Toy Drive in December for Distribution in the Community
- Supported Summer Youth Program

2020 Projects for Committee and GMGC Staff

- Contract Out a Vendor to Provide Fresh Sandwiches with a Portion of Proceeds Returned to GMGC
- Follow Tree Cutting Recommendations by Joe Martikke, GMGC Superintendent
- Continue with Best Course Management Practices on Greens and Fairways and Address Low Wet Spots Course Wide
- Begin Recycling
- Urge NCDOT to Clean Out Perimeter Drainage Ditches
- Repaint Parking Spaces
- Develop an Event Center Parking Management Plan
- Budget the Repairs on Dirt Bunkers on 11 and 18 to be Waste Bunkers
- Budget a Golf Friendly Point of Sale System
- Reestablish our Tournament Committee

Mr. Safford stated the committee would like to thank City Manager Tim Salmon, Assistant to the City Manager Octavius Murphy, and Parks and Recreation Interim Director Felicia Brown for their participation at our monthly meetings. We'd also like to recognize Jon Johnson who stepped in as interim director after the retirement of Jody Dean up to the hiring of Obie Agbasi. Jon did an outstanding job and was a stabilizing force for GMGC during our transition period. Just a reminder, all committee meetings are open to the public. We meet the 3rd Wednesday of each month and invite the city council to come and see the course, experience the jewel of the city, and attend our meetings.

Additional discussion included the need for a golf friendly point of sale software.

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

Item I. Rental Rates for T. C. Coley Community Center. Mayor Allen shared when this came up, staff's recommendation was to tear the building down and we got involved because number one it is a very fragile neighborhood and anything we could do to make the neighborhood better, we wanted to do. Number two, there was a lot of history there, Mr. Coley meant a lot, the building meant a lot to people growing up in Goldsboro. Most important, I always have people coming in looking for cheaper rental rates. It just made since to leave the building and we have put about \$200,000 in the building. The idea was to find an independent group to run it, but that never has worked out for several reasons. Maybe that does workout one day but for now we need to try to make the building useable.

Councilmember Matthews stated at the last meeting, Councilman Williams recommended \$500 and the board agreed kind of openingly, I'm looking at the contract and it says \$450, so I am just wondering when did it change.

Mayor Allen stated I've heard \$450 and \$500. It can be whatever the board wants it to be.

Councilmember Polack stated I just got the opportunity to speak to Mr. Ashford's advocates, is it prohibited for outside people to use that space as far as baby showers. I think the biggest misconception is in the community, what has been asked to me is we want to have things here but it is being shut down.

Mayor Allen stated if he has signed the lease he has rented the gym, the gym would not be available. A year or so ago when Councilmember Foster was here we had some back and forth and we just didn't rent to anyone.

Councilmember Matthews stated I thought it was closed to outside renters because they had to have that non-profit status.

Ms. Brown stated we were not renting it at all, non-profits were allowed to use it at no cost. In one of my presentations I shared we had received multiple calls from people wanting to rent especially the recreation room for baby showers, anniversary dinners, but we couldn't because council had decided to just let non-profits use it. From there this is how we have got to this point.

Council continued to discuss renters and rates.

Councilmember Williams stated I see where you did put something in the contract that if the city needed it for an emergency and asked if Ms. Brown had given Mr. Ashford the contract.

Ms. Brown stated I have not had an opportunity to speak with him since the initial contact discussing the rental rates. The current contract is based on the previous contract that was drawn up with changes to include the city being able to use it in emergency situations.

Councilmember Williams stated I see Mr. Ashford, I just want to bring you up to speed, what we suggested as a council, when we have emergencies, we have a problem when it comes to emergency storms and people being displaced, a lot of times they go to our schools, the schools can only hold displaced people for a certain amount of time and we wanted to be able to use that facility so people would not be put into the streets.

Item E. Z-24-19 J.D. Pike Jr. - West side of N. Center Street between W. Oak Street and W. Ash Street. Councilmember Williams stated can you elaborate for people who do not know what the requirements are for a general business, what can go there.

Ms. Collins stated so there are several uses, there is a table in the UDO. The central business district is just more restrictive. There are several uses that are not allowed in the central business district that are allowed in general business. Some of those would require a conditional use permit, and if they were in the general business it would come back before city council but there are some that are permitted out right. For example, a car wash is not allowed in a central business district but it is allowed in general business, assuming they met the UDO requirements. The central business district is more restrictive.

Councilmember Williams stated my concern is if we just allow this to be general business we do not know what kind of business, it could be a recycling plant, we just don't know. So I would just ask the council to wait until we have someone we know going in there and know what the requirements will be.

Councilmember Aycock asked if it could be a used car lot. Ms. Collins stated a used car lot requires a conditional use permit in general business.

Councilmember Matthews stated I have talked with Mr. Pike and he said it belongs to his family and they could possibly be considering selling it, but they cannot sell it with the current zoning. So that was one of the driving reasons they wanted to change it.

Mayor Allen stated they can sell it. I told Mr. Pike if they came up with a legitimate use, the council would help you, it would take about 60 days to get it rezoned. Because what happens is

if you start here, open this up here, what are you going to do when it gets to Walnut Street, Center Street or any other street, how are you going to treat other building owners differently. Then we have a problem. We need to try to keep everyone the same.

Councilmember Polack stated I had a similar rezoning in my neighborhood from R-1 to commercial for a bed and breakfast, and like you said the property was bought at a much lower price like \$200,000, as its initial selling price would have been a million dollars and I think the client wants to make a profit. It might be a strip club in two years based on zoning. We do not want to impede progress that has already been made. I think it is only fair to say, we need to know what it will be used for before we make a decision.

Ms. Collins stated if you do recommend something other than what the Planning Commission recommends, I do suggest if you choose to deny, to deny without prejudice so the applicant is not limited to the six months.

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

Council came out of Closed Session.

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

CITY COUNCIL MEETING

The Mayor and City Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on February 3, 2020 with attendance as follows:

Present: Mayor Chuck Allen, Presiding

Mayor Pro Tem Bill Broadaway Councilmember Antonio Williams

Councilmember Taj Polack

Councilmember Brandi Matthews Councilmember David Ham Councilmember Gene Aycock

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

Minister Mack Murray with City Church of Goldsboro provided the invocation. The Pledge of Allegiance followed.

Mayor Allen thanked everyone for the cards, texts, emails and support he has received during his time out. It means a lot to me and my family.

Employee Performance Awards. Employee of the Quarter. Ms. Ashlin Glatthar, Travel & Tourism Director shared during my leave of absence, Josie Jenkins went above and beyond her job description to manage important departmental tasks. She single-handedly planned and even served as tour guide for the new Visit Goldsboro tour series that launched last summer and continued into late fall, which ended up being over 10 tours. Josie went on to assist the script development and logistical planning for the upcoming History Channel show featuring Goldsboro, while simultaneously coordinating a successful familiarization tour for the first time attracting eight journalists to our area. Having only joined the department this year, Josie's ability to learn and act quickly is impressive, making her valuable to the department, and the city. Josie never hesitates to work weekends, and she gives it her all every day. Josie's exceptional commitment to special projects and the city, especially while the Tourism Director was on maternity leave, brings credit to herself and the City of Goldsboro.

Mayor Allen and Mr. Salmon presented Ms. Jenkins the Employee of the Quarter Award.

Supervisor of the Quarter. Chief Dixon shared Captain Person and the members of Engine Company 3 "A Shift" recognized and mitigated concerns associated with the City's "Greenway" initiative from New Hope Road to Gloucester Street (approximately 1 3/4 miles). This area is wooded, not visible from the road, and there was no plan in place for a timely response to an emergency on the trail. He and his crew did an assessment and presented the concern and potential solution to the Fire Chief. They then coordinated with the Parks & Recreation team to develop a marking system that is now stenciled seven times each quarter mile in a different color on the trail so citizens can report their exact location to "911" during an emergency. Under Captain Person's leadership, the crew also worked with James Boyette, the City's Geographic Information System expert, to design a map that depicts the markers and emergency access points which will be available to all City departments and the Wayne County Emergency Medical Service units so they may respond to calls for assistance in a timely and potentially life saving manner. Captain Person's outstanding efforts reflect credit upon himself and the City of Goldsboro.

Mayor Allen and Mr. Salmon presented Captain Person with the Supervisor of the Quarter Award.

Goldsboro Alumnae Chapter of the Delta Sigma Theta Sorority, Inc. Ms. Linda Farmer, President of the Goldsboro Alumnae Chapter of the Delta Sigma Theta Sorority, Inc. stated Delta Sigma Theta is an international sorority founded on Christian principals by 22 collegiate, college educated women on the campus of Howard University in Washington, D.C. on January 13, 1913. Those 22 young women had a vision of helping communities in five specific areas; education, physical and mental health, economic development, social action and international awareness and involvement. Since 1965 the members of Goldsboro Alumnae members have been serving Goldsboro and Wayne County. Our Chapter has supported or contributed to the Empty Stocking Fund, United Way Fill the Theatre and Fall Harvest Project for the Salvation Army, Blessing Boxes, Workshops for first-time homebuyers in collaboration with the City of Goldsboro, estate planning, Healthy Heart Walk at Berkeley Mall, local academic scholarships, the Boys and Girls Club, non-partisan candidate forums, and many other events. Ms. Farmer stated the members of the Goldsboro Alumnae Chapter will continue to support the community. Ms. Farmer wished the Mayor well.

Ms. Alicia Artis stated in April 2018, the Chapter came to the City Council to ask for a prominent, non-scalable barrier between Tommy's Road Elementary School and the ABC Store to deter any potential threats being on the school property. We came today to thank the City Council for their role in filling our request for the prominent, non-scalable barrier between Tommy's Road Elementary School and the ABC Store. We want to thank you for working along with Wal-Mart and the Wayne County Public Schools to ensure the safety of our children.

Mayor Allen thanked the sorority for what they do for the Goldsboro community.

Presentation by the Interact Club of Goldsboro High School. Mr. Michael Cruz and Mr. Lovens Paul, members of the Interact Club shared the following information:

Thank you:

- Goldsboro Rotary Club
- Three Eagles Rotary Club
- InJoy Thrift
- Communities Supporting Schools
- Goldsboro Continental Societies
- Panera Bread
- KFC
- Brooklyn Pizza
- Chick-Fil-A

Without your ongoing support and that of the community, we would not be where we are today.

So, What have we been up to?

- Suicide Prevention Week
- International Day of Non-Violence: Walkout protest

- Goldsboro Out of the Darkness Walk
- Breast Cancer Awareness- Rock Painting
- World Interact Week

What's next?

Here are some of our big plans for this semester:

- Visits to Carver Heights Elementary
- Visits to senior Homes in Goldsboro
- Volunteering at InJoy Thrift
- Guatemala Water filter project.
- Black History Month and day of Social Justice
- World Press Freedom Day
- World Autism Awareness Day

Current stuff:

- Krispy Kreme Ticket Sale Lose \$8 gain a dozen
- Elite Fundraising Discount Card \$20 per card Discounts for a year

Basically, your support hasn't stopped, and neither will we. Thank you.

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

- 1. Dustin Pittman spoke on behalf of Ashford's Boxing Club.
- 2. Martha Bryan shared information regarding Night to Shine.
- 3. Cathy Stanzack shared she would support Ashford's Boxing Club in the amount of \$250 for one year.
- 4. Sylvia Barnes shared concerns regarding schools and spoke on the ¼ cent sales tax. Ms. Barnes also asked Council to consider the city taking on some of the burden of providing money to our students.

Mayor Allen shared we have passed a Resolution in support of the proposed ¼ cent sales tax. I think it is important for our citizens to understand it is for our inner city children just like it is for county children. I'm hearing that if the sales tax does not pass they are going to do a 3 cent property tax increase. The sales tax is not on medicine, it is not on groceries. The good thing about sales tax is everyone pays a little bit. Mayor Allen shared Council has discussed providing money and it needs to come up at budget time. How and what would we give and how would we measure it.

Councilmember Williams stated I voted for the teacher stipend.

5. Carmen Hayes Green shared concerns regarding a property line issue.

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

Consent Agenda - Approved as Recommended. City Manager, Timothy Salmon, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Salmon reminded Council Item E. Z-24-19 J.D. Pike Jr. - West side of N. Center Street between W. Oak Street and W. Ash Street was moved to Items Requiring Individual Action during the work session. Mayor Pro Tem Broadaway moved the items on the Consent Agenda, Items D, F, G and H be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Williams and a roll call vote resulted in all members voting in favor of the motion. The items on the Consent Agenda were as follows:

Z-23-19 D&J Sand and Gravel - East side of Claridge Nursery Road between W. US 70 Highway and W. US 70 Bypass (R-16 to I-2CD). Ordinance Adopted. The applicant requests the rezoning of approximately 115 acres from Residential (R-16) to General Industry Conditional District (I-2CD), which would limit the property to the operation of a sand and gravel business.

Sand and gravel operations are a permitted use within the General Industry (I-2) zoning district only after the issuance of a Conditional Use Permit approved by City Council. The applicant is requesting a Conditional Use Permit to allow the operation of a sand and gravel business within the General Industry (I-2) zoning district.

In addition to the rezoning request and conditional use permit, the applicant is requesting an off-premise sign to be located upon private property fronting Claridge Nursery Road since the subject property has no road frontage for commercial advertising signage. Council approval is required for off-premise advertising signs in accordance with the City's Unified Development Code.

Frontage: The tract has no road frontage

Area: 5,110,407 sq. ft. or approximately 115 acres

Zoning: Residential (R-16)

Surrounding Zoning:

North: Residential (R-16);

South: General Industry (I-2); Residential (R-16)

East: Residential (R-16); and West: Residential (R-16)

Property is currently operated as a sand and gravel operation.

As previously stated, the applicant is requesting a zoning change from Residential (R-16) to General Industry Conditional District (I-2CD), which would limit the property to a sand and gravel business.

The applicant states that the sand and gravel business had been operating prior to his acquisition of the property in December of 2017 and that he was unaware that the property was zoned for residential purposes.

Now, the applicant is in need of commercial advertising signage for the promotion of his business. Council approval is required due to the fact that he has no road frontage required for commercially zoned properties.

Currently, the applicant proposes to locate the off-premise sign across the street from an access easement leading to the subject property off Claridge Nursery Road. The property is zoned General Business and would permit a freestanding sign in accordance with the City's Unified Development Code.

Hours of Operation: Monday – Friday

8:00 am to 5:00 pm

No. of Employees: 1-2

The submitted site plan indicates a 30 ft. wide ingress, egress and regress access easement extending from Claridge Nursery Road approximately 560 ft. eastward to the applicant's western property line.

According to the Unified Development Ordinance, 1 parking space per employee and 5 customer parking spaces are required for the sand and gravel business. Applicant is requesting a modification of the City's paving requirement for vehicular surface areas since commercial trucking operations will involve hauling and delivery of sand, gravel and similar materials. Landscaping: Existing vegetation surrounding the site satisfies the City's landscape requirements for the proposed use.

The City's Comprehensive Land Use Plan recommends Conservation and Medium Density residential development.

City water and sewer are not available to serve the property. Subject area is located in a Special Flood Hazard Area known as the 100-year floodplain.

At the public hearing held on January 21, 2020, no one spoke for or against the request. The Planning Commission, at their meeting held on January 27, 2020, recommended approval of the change of zone request from Residential (R-16) to General Industry (I-2). The Planning Commission also recommended approval for the request for an off-premise signage.

By motion, accept the recommendation of the Planning Commission and

- 1. Although not consistent with the City's adopted Comprehensive Land Use Plan (the proposed rezoning is conducive with the past and current operation of a sand and gravel operation) adopt an Ordinance changing the zoning for the property from Residential (R-16) to General Industry (I-2).
- 2. Approve an off-premise sign for the use of the sand and gravel operation, specific location, easements to be worked out between business owner and property owner. Consent Agenda Approval. Broadaway/Williams (7 Ayes)

ORDINANCE NO. 2020-2 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

CU-13-19 Jerry Futrell – East side of US 117 South between Arrington Bridge Road and South George Street. Order Approved. An internet café was previously approved for 20 gaming machines at this location on September 3, 2013. On June 2, 2014, City Council denied a request to increase the number of gaming machines from 20 to 35 based on requiring 2 parking spaces per machine.

On August 4, 2014, the Council approved a parking ordinance amendment to the City's UDO requiring 1.5 parking spaces per machine. In addition, they approved the previous owner's request to allow an increase in the number of gaming machines from 20 to 35.

The previous owner closed the business in March of 2016 upon order from the District Attorney's office. Once software upgrades were installed and in compliance with State law, he reapplied for a Conditional Use Permit to operate an internet café in accordance with the City's Unified Development Ordinance. City Council approved site, landscape and floor plans for the previously approved 35 gaming machines on January 3, 2017.

On May 8, 2017, City Council amended the City's Electronic Gaming Ordinance. The following requirements were approved as they pertain to new gaming establishments proposed for operation in the City of Goldsboro's planning jurisdiction:

- (1) Electronic gaming operations are permitted only in the General Business (GB) zoning district after the obtainment of a Conditional Use Permit approved by City Council.
- (2) No establishment shall be located within five hundred (500) feet of any residentially zoned or developed property, church, school, day care, playground or public park. Where the proposed establishment is separated from residentially zoned or developed property by a four-lane highway, the five hundred (500) foot separation shall only apply to the properties along the sides and rear of the establishment.
- (3) No such establishment shall be located within one mile (5,280 ft.) of another such establishment.
- (4) The hours of operation for such operations shall be limited to 7:00 a. m. to 2:00 a. m.

City Council made no changes to the existing parking requirement of 1.5 spaces per gaming machine.

As previously stated, the applicant is requesting to amend an existing Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 35 to 101.

Frontage: 454.3 ft. (US 117)

Area: 97,220 sq. ft., or 2.23 acres

Zoning: General Business

Hours of Operation: 10:00 a.m. to 2 a.m. (7 days)

No. of Employees: 2 (17 employees; maximum 2 per shift)

Site and landscape plans for this operation were previously approved with Conditional Use Permit #CU-16-16. In addition, parking requirements were in compliance with the City's Unified Development Ordinance. The following modifications were approved:

a. Rear yard landscape buffer due to grade separation at railroad tracks.

- b. Vehicular surface buffer at front due to existing paving and public right-of-way;
- c. Street tree requirement; and
- d. Distance from residentially zoned property from 200 ft. to 125 ft.

As previously stated, parking is required at 1.5 space per gaming machine. The applicant contends that the City current parking requirement is excessive based on the fact that only one customer can operate one gaming machine at any one time.

Currently, there are 52 paved parking spaces to serve the site. 152 parking spaces are required. Parking areas are available to meet the City's current parking requirements north and east of the facility. However, the applicant does not desire to provide paved parking in accordance with City standards. As such, the applicant is requesting a modification of the City's parking requirement from 152 to 52 parking spaces.

At the public hearing held on December 16, 2019 the applicant requested the public hearing remain open until January 21, 2020 due to the applicant not being able to attend the December 16, 2019 public hearing because of a family emergency. Keeping the public hearing open would allow the applicant the opportunity to speak regarding this request. City Council granted the applicant's request and the public hearing would remain open until the January 21, 2020 City Council meeting.

At the public hearing held on January 21, 2020, the applicant came forward to speak in favor of the request and no one appeared to speak against the request.

The Planning Commission, at their meeting held on January 27, 2020, recommended modifying the applicants request from 35 games to a maximum of 50 gaming machines. In addition, no additional parking is necessary due to the limitation of machines.

Staff recommended Council accept the recommendation of the Planning Commission and adopt an Order approving the Conditional Use Permit for the operation of an internet café by increasing the number of gaming machines from 35 to 50 located within the General Business District (GB) zoning district. Consent Agenda Approval. Broadaway/Williams (7 Ayes)

SITE-22-19 Wayne County Development Alliance, Inc. (Goldsboro Business Park, Lot No. 6 Shell Building). Approved. The property is located within the new Goldsboro Business Park on the east side of Patetown Road between Alpha Court and Industry Court.

Frontage: 349.50 ft. (Road "A")

+200 ft. (Road "B")

Depth: Approximately 480.15 ft. Area: 217,364 sq. ft. or 4.99 acres Zoning: I-2 (General Industry)

The property was rezoned from Residential (R-16) to General Industry (I-2) by City Council on July 16, 2018. It was one of 17 lots previously subdivided for commercial development and approved by City Council on August 5, 2019.

The site has been identified as Lot No. 6 in the Goldsboro Business Park.

The submitted site plan indicates that the building will contain 22,672 square feet. At this time, there is no specific use or tenant for the building.

Access and Parking: The site will be served by a 40 ft. wide curb cut proposed off Road "B" located at the end of the cul-de-sac.

A 25 ft. wide paved access drive is proposed and will provide access to a paved parking lot containing 29 parking spaces including 2 handicap accessible parking spaces located at the front of the building and a paved service, loading and delivery dock at the rear of the building. Service, loading and delivery docks shall be screened from off-site views to achieve a complete visual barrier.

Once a specific use is proposed for the site, additional parking spaces may be required in accordance with the City's Unified Development Code.

Sidewalks and Pedestrian Access: Exterior sidewalks are proposed alongside Road "A" and Road "B". 5 ft. wide interior concrete sidewalks are proposed for pedestrian access leading from designated parking areas to the building entrances using private walkways and handicap ramps.

Since the subject property is zoned I-2 (General Industry), a Type A, 10 ft. wide landscape buffer is required along portions of the northern, eastern and southern property lines.

The submitted site plan shows 9 street trees to be installed along Road "A" and 4 to be installed along Road "B". Interior landscaping has been proposed for the parking lot and service and loading dock at the rear of the facility.

Once a specific use has been determined for the site, additional landscaping may be required in accordance with the City's Unified Development Code.

Building elevations have been submitted and indicate pigmented split-face and smooth-faced CMUs, pre-finished metal panels, metal doors and frames and an anodized aluminum storefront.

Roof-top appliances and mechanical equipment proposed for installation shall be screened from off-site views to achieve a complete visual barrier.

Commercial lighting plans have been submitted and comply with the City's commercial lighting ordinance.

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

Stormwater calculations, grading and drainage plans have been submitted and are subject to approval by City Engineering before construction permits are released.

Refuse collection: A 15ft. x 20 ft. concrete pad is shown along the eastern property line for the location of a two commercial garbage dumpsters. The dumpster coral shall be built according to City standards and shall be screened from public view.

As previously stated, once a specific use is proposed for the site, additional requirements may apply in accordance with the City's Unified Development Code. In addition, City Council approval may be required.

The Planning Commission, at their meeting held on January 27, 2020, recommended approval of proposed site plan.

Staff recommended Council accept the recommendation of the Planning Commission and approve the Site Plan. Consent Agenda Approval. Broadaway/Williams (7 Ayes)

Revising Council Meeting Dates for 2020. Approved. The City Council Meeting dates for 2020 were adopted on November 4, 2019.

Proposed retreat dates were listed as:

- February 10 and 11 (Monday and Tuesday)
- February 26 and 27 (Wednesday and Thursday)

The Council has confirmed retreat dates for February 26 and 27, 2020.

It is recommended Council adopt the revised Council Meeting schedule to list retreat dates as February 26 and February 27, 2020. Consent Agenda Approval. Broadaway/Williams (7 Ayes)

End of Consent Agenda.

Rental Rates for T. C. Coley Community Center Rental Rates for T. C. Coley Community Center. In 2016, City Council decided to renovate what is now T. C. Coley Community Center, with plans for a non-profit to operate the facility. Those plans did not materialize and in February of 2019, City Council directed Parks and Recreation to manage the facility for non-profits. In January, 2020 staff updated City Council on the facility's usage over the past year.

Staff are recommending fees be charged for use of this facility. In addition to the rental rates (see attached), staff also recommend a long term rental lease be executed for the Gymnasium for \$450/month or \$5,400 for the year.

Upon motion of Councilmember Williams, seconded by Councilmember Polack and unanimously carried, Council adopt the following entitled Resolution updating the rental fee schedule for T.C. Coley Community Center and authorized the Mayor and City Clerk to enter into a long term rental lease agreement of \$450/month or \$5,400 for the year for an organization to have sole use of the Gymnasium.

RESOLUTION NO. 2020-7 "A RESOLUTION UPDATING THE RENTAL FEE SCHEDULE FOR T. C. COLEY COMMUNITY CENTER WHICH NOW FALLS UNDER PARKS AND RECREATION FOR THE CITY OF GOLDSBORO"

Z-24-19 J.D. Pike Jr. – West side of N. Center Street between W. Oak Street and W. Ash Street. Denied without Prejudice. The applicant requests the rezoning of two lots from CBD (Central Business District) to GB (General Business). Applicant owns property directly north of the subject properties and currently zoned GB (General Business).

Lot 1:

Frontage: 91.5 ft. (N. James Street) Area: 19,007 sq. ft., or 0.43 acres

Lot 2:

Frontage: 149 ft. (N. Center St.) Area: 25,165 sq. ft., or 0.57 acres

Surrounding Zoning:

North: GB (General Business);

South: CBD (Central Business District); East: CBD (Central Business District); and

West: CBD (Central Business District), and GB (General Business)

The two lots were formerly used for the operation of a used car business and service center. The site has been closed for more than six months and the owner has decided to sell the property.

As previously stated, the applicant is requesting a zoning change from CBD (Central Business District) to GB (General Business).

Currently, the applicant is in the process of selling the commercial property once operated for used car sales and service and formerly known as J. D. Pike Motor Company. He believes the marketability of the property will increase if the property is rezoned to GB (General Business). Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends MU DT (Mixed Use Downtown) development.

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

The subject property is located within the City of Goldsboro's Historic District. Any exterior improvements to the property including signage shall comply with the Historic District guidelines before a building permit can be issued in the future.

At the public hearing held on January 21, 2020, no one spoke for or against the request. The Planning Commission, at their meeting held on January 27, 2020, recommended approval of the change of zone request from Central Business District (CBD) zoning district to General Business (GB) zoning district.

Councilmember Ham made a motion to deny the change of zone request from Central Business District (CBD) zoning district to General Business (GB) zoning district without prejudice. The motion was seconded by Councilmember Polack. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Williams, Polack, and Ham voted in favor of the motion. Councilmembers Matthews and Aycock voted against the motion. Mayor Allen stated the motion passed 5:2.

City Manager's Report. Mr. Timothy Salmon stated Parks and Recreation hosted a Wayne County Special Olympics Basketball Skill competition on January 28th – 30th at our W. A. Foster Center Gymnasium with over 130 athletes. We are starting to advertise for over 35 additional part-time staff to support summer programs. The NC Freedom Fest website and Facebook pages are up; http://www.ncfreedomfest.org/; https://www.facebook.com/events/2899614230089836/ and will be updated as we continue to prepare for this event that will thank those currently serving in our Armed Forces. Our Travel & Tourism Director, Ms. Ashlin Glatthar received the NC Soccer Association "2019 Media Award" last weekend in Hickory, NC. Upcoming events include the Historic District Commission Meeting February 4th, 5:30 p.m., Anteroom, City Hall and the Mayor's Youth Council on February 5th, 6:00 p.m., Council Chambers, City Hall. Thank you.

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

Proclamation – Black History Month. Mayor Allen proclaimed the month of February 2020 in the City of Goldsboro and encouraged all citizens to observe this month by participating and supporting all festivities celebrating the proud heritage of African Americans.

Councilmember Aycock stated I would like to welcome back the Mayor, we are glad to have you. You hear so many bad things about certain schools and what we saw tonight with Goldsboro High School with the Interact Club really was inspiring. Again, Ashford Boxing, I appreciate the lady offering the \$250, believe me I'm going to try to find some way to help you on that. These young people, when they have nothing to do, they are going to find something to do and it is not going to be what we want them to do. Our Boys and Girls Club does so much for our community, but we have got to get these kids involved in these programs. I understand that, if they are not getting to the W.A. Foster Center, because they do not have transportation, then I think we have a Parks and Rec. bus that maybe we need to look at possibly picking them up.

Councilmember Ham stated I wanted to acknowledge the two gentlemen from Goldsboro High School that spoke from the Interact Club. We saw what they had achieved which was impressive, we saw what their future projects are which are challenging. We saw something else, two good public speakers, you two guys spoke with a sense of purpose, and they commanded the audience. I commend them for that. Finally, I too want to welcome the Mayor back, we all have missed him, we have missed him publically and on this Council. Mayor, welcome back.

Councilmember Matthews stated thank you for each of you being here. I just wanted to remind you all we do have a system in place through our city website, it's called citizen request form, that is where you can go, as well as dialing 311, to report any of your non-emergency issues, so I just wanted to remind everybody this is an option when you have an issue moving forward. I have to echo what they said, I was thoroughly impressed with the Interact Club of Goldsboro High School. I am an advocate for youth leadership and our young people are phenomenal and they are doing phenomenal things and it is our responsibility to harvest and nurture that as much as we absolutely can. They are truly the gold in Goldsboro that I often times speak about and I also want to personally thank them because I received their blessing box

donation right before the year ended. Because of their donations we were able to make several trips back and forth to several of the blessing boxes here, so I thank them and commend them for their work and look forward to partnering with them. Have a good night.

Mayor Pro Tem Broadaway stated I'd like to speak first about the Interact Club, a lot of times, we really don't see how many great things are going on in the community. A lot of people are doing a lot of good things, you go to the library, you go to W.A. Foster, you go to the Arts Council, and we throw up our hands and say this is just little ole Goldsboro, there are a lot of good people doing a lot of good work and these young people are a good example of that good work. The next thing I wanted to say is I am glad the Mayor is back, I never thought he did much but now I found out he does more than I thought he did. I am glad he is back, welcome back Mayor.

Councilmember Polack stated I want to piggyback on what everyone has said about the students from Goldsboro High School, which I am proud to be a part of; it's a sad day and time when the youth can be more mature and responsible than our adults in the community. That is a pure depiction of that. I think they did an excellent job tonight. I think they can they can leave a template in the minds of adults of how we should conduct ourselves. If we can focus more on compassion instead of contradictions, and being on one accord instead of being on a state of discord. I had a humbling experience last week working along with the Salvation Army. Just ride through the parking lot at Wal-Mart and see what you see, a 77 year old lady and her 58 year old son, an amputee, cannot afford medication, we gripe and complain about things we cannot foresee the future of, our sickness or health, it is not promised to any of us, but that was just a humbling experience. Also, to go into the woods across from Dominos, I know we see a lot of panhandlers, one of the things I speak on, but I can guarantee you, I saw not one of those panhandlers in those communities. We do have an issue with people who are using the system but that night I saw families, in the woods, I'm talking about little kids in a tent. It was very humbling, and I see Ms. Dees in the audience, she knows I have a love for dogs, I was in the veterinary office and I heard a kid sniffling, his dog was about to pass away, we are talking about an animal, and we are human beings, I think we should exhibit the characteristics of compassion. I think the city holistically on one accord, I think we would be a better place and that is what I pray for. Thank you.

Councilmember Williams stated in these trying times in our city and in our country, we must keep in alignment of things that keep us better, better people. There has been a lot of losses. Again my condolences to the Jacobs family, such a tremendous loss to this community. It is going to take each and every one of us to fill that void that is now lost which Pinky embodied and represented. She stood for fairness, justice and equality for all. As we reflect on the death of her as well as Kobe Bryant and others let's ask ourselves how do we move forward? I believe more energy should be dedicated to issues that are facing our city. I continue to stand on truth. There seems to be some that want to continue to feed those beasts of hate, disparity and the spirit of confusion and they use supermarket style tabloid entities to push their false information. I don't live there and I don't choose to live there and nor should you, it is a sunken place. When you have local tabloids calling our community boneheads for voting for me, that is not a reflection of me or my community. It is a reflection of that person. Anyone who truly knows me, rejects this misrepresentation of me being perceived as some evil abuser which I am far from. My work in this community will speak for me, not gas lighting cheap headlines. I would hope that you truly educate yourselves pertaining to seeking out the truth. I have addressed this on many occasions but let me state again for the record. July 10, 2018 the board of elections exonerated me, they stated I did preside in my district. November 12, 2018 Chief Judge Heath exonerated me of all false charges. July 15, 2019 censure hearing I was exonerated and in that hearing a lot of vital information came out that some are choosing to ignore. I have suffered greatly both emotionally and financially because of these false allegations. Many of you have stopped supporting me and my place of business but I have upheld my oath to the citizens of Goldsboro. When you have groups that ignore clear, factual evidence and they continue to push a fairytale agenda, my advice you should probably run the other way. Run towards love. Run towards peace. Run towards unity. See to me, these are not just words they are actions that I live by. If people have time so late in life, in their 60s and 70s to fuel false narratives that is a pretty sad person. I don't feel the narratives of the scary black man. This isn't Wilmington on Fire insurgence of 1898, this is Goldsboro 2020, which should be the year of vision, the year of faith and the year of renewal. I want to give my energy to positive progress. To those that are facing attacks like I have I pass along the advice given to me by an 80-year-old constituent, "for those

that persecute you bless them until you bless the hell out of them, because if God isn't in them, what do you think is." For God is love. What people say about you does not make you that person, you control your destiny, if you have a dream and vision, go after that dream. Some walk around like they are totally perfect, no one on earth is. I would say to you stay encouraged. I believe I'm in the seat to remind others to never stop fighting for what you believe in. Don't let anyone break your spirit with lies, deceit and propaganda. Even though one may lie on you and 100 followers believe the lie and spread the lie, you continue to hold your head high and stand on the truth. Don't feed the hate mongers feed the love inside you. I send blessings to all of those that write and tell untruths to our community. I forgive them for how they have hurt me and my community. The power of forgiveness lightens the load. I pray for courage for those who have stayed away from me based on the lies and the fear because I forgive you and may you one day forgive yourself. These groups that have dedicated much of their time and money to slander me and they wish for my demise, I think their time could have been better served helping someone in need, a plan on how to unify us all, or solving some of the major issues we face. I wish these people would ask themselves is this going to get them into heaven any sooner or lead them straight to...anyways. If you think Antonio Williams is so bad why aren't you praying for me or saying let's communicate to figure this out. Most of these people have never even asked me my side of the story because they just went on assumptions, shame on you. I can't tell you what to do but if you want to follow a sea of distractions so be it. I feel way too much time has been spent on this absurdity. We must continue to fight for democracy and that means if you feel something is wrong you have the right to challenge the system. I have challenged the system by asking are we truly doing all we can do to make the city better. You do not have to live in a city where your life is dictated to you, you shouldn't be condemned because you think differently than the status quo. I pray that this year, 2020 will be clearer vision, clearer perception for all of our community. My 2020 vision means we're coming out of poverty in this community. I am focusing on positivity and solutions like getting someone who is homeless a home. It frustrates me that the population is continuing to be ignored and we don't have more remedies to help them. We have a lot of our citizens dealing with substance abuse apparently there is something missing with them, they are depressed or feel hopeless. I much rather spend my time focusing on fixing those problems and uplifting the city. We can stomp out poverty by bringing in better jobs. I want to focus on working together, moving us back to a top 10 city within the United States. I'm focusing on working with the people who have the courage to ask why and who have solutions to solve problems. Who's ready to work, because that's what I'm doing. Again, it's Black History Month let's remember the many accomplishments but let's also remember the many sacrifices they didn't come easily and how far we still have to go. We are going to get there but we must keep moving forward.

Councilmember Williams passed out and read a resignation letter from his reinstated position on the GWTA Board.

Mayor Allen shared this Thursday there is a career fair at the Maxwell Center for 8th graders and 10th graders from 9:30 am to 2:45 p.m. and I would encourage everybody to go.

There being no further business, the meeting adjourned at 8:08 p.m.

Chuck Allen
Mayor
Melissa Capps, MMC/NCCMC
City Clerk



City of Goldshorn

P.O. Drawer A North Carolina 27533-9701

DEVELOPMENTAL DISABILITY AWARENESS MONTH PROCLAMATION

WHEREAS, a Developmental Disability is diverse group of chronic conditions that are due to mental or physical impairments that arise before adulthood; and

WHEREAS, The condition is likely to continue indefinitely and limits the individual in three or more of the following areas: Self-care, Receptive and expressive language, Learning, Mobility, Self-direction, Capacity for independent living, and Economic self-sufficiency; and

WHEREAS, The condition creates the individual's need for a combination of special, interdisciplinary services, individualized/person-centered supports, and other forms of long-term assistance that are individually planned and coordinated; and

WHEREAS, The disability experience is a natural part of life and is valued as a part of our rich diversity; and

WHEREAS, Disability is a social construct. The 'problem' is not the medical condition that resides within the individual, but the 'problem' is that society does not create welcoming, supporting, and inclusive environments, policies, and/or systems for all, to promote equality and acceptance in all areas of life, including schools, places of employment, and in our communities; and

WHEREAS, The most effective way to increase awareness is through everyone's openness to learn and acknowledge that there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences and living independent, productive lives within their communities; and

WHEREAS, Policies must be developed, attitudes shaped and equitable experiences be offered to all individuals, including those with developmental disabilities; and

WHEREAS, Citizens should do all in their power to:

- Recognize the value of the disability experience in our lives and the valued role it has in our rich diversity.
- Recognize the barriers presented to those with disabilities across all aspects of their lives.
- Create ways to include everyone, especially those with developmental disabilities, to be fully included in all aspects of life.
- Understand the losses (financial, spiritual, human rights, contributions to community, and otherwise) when our communities segregate and create barriers for those with disabilities.
- Demand policymakers no longer invest in segregation and create inclusive, equitable policies and systems for all.

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim March 2020 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and galvanize efforts that will lead our communities and policy makers to create real system changes so people with developmental disabilities will enjoy equitable, inclusive lives.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 2nd day of March, 2020.

Chuck Allen Mayor

CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT:

Public Hearing to Consider an Incentive Grant Agreement

with Atlantic Casualty Insurance Company and Wayne

County

BACKGROUND:

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

The company is expected to create at least 83 new jobs at this

facility on or before December 31, 2025.

DISCUSSION:

Pursuant to NC General Statue 158-7.1, a public hearing is being held on a proposal to provide economic incentives to Atlantic Casualty Insurance Company totaling \$440,000 over an eleven-year period based on an incentive agreement with an \$11,830,000 capital investment and the creation of at least

83 jobs.

RECOMMENDATION:

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

Date:

City Manager

RESOLUTION 2020-

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ECONOMIC GRANT AGREEMENT WITH ATLANTIC CASUALTY INSURANCE COMPANY

WHEREAS, the Goldsboro City Council verily believes that it is in the best interests of the citizens of Goldsboro and Wayne County to encourage and support economic development within Wayne County through the recruitment of new industries to the City and County and the expansion of existing industries in the City and County; and

WHEREAS, Atlantic Casualty Insurance Company desires to construct a new facility, install certain machinery and equipment and up fit its existing facility located in Goldsboro; and

WHEREAS, the City Council wishes to encourage such development by means of offering incentives to aid in such efforts; and

WHEARAS, the City Council have conducted a public hearing on this matter, as required by NC GS 158-7.1.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

The Goldsboro City Council hereby approves the Incentive Grant Agreement (attached hereto and incorporated herein by reference) between the City of Goldsboro, and Atlantic Casualty Insurance Company.

The Mayor and the City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Goldsboro in order to effectuate this transaction.

This resolution shall become effective upon adoption.

This 2nd day of March, 2020.

	Chuck Allen Mayor	
ATTEST:		
City Clerk		

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this	day of	2020, by and between Company,
Atlantic Casualty Insurance Inc., located at 400 Co	ommerce Ct. Gold	sboro, North Carolina 27534, a corporation
authorized to do business in the state of North Car	olina (hereinafter '	"Atlantic Casualty"), and Wayne County a
political subdivision of the State of North Carolina	a, having its princi	pal place of business at 224 E. Walnut
Street, Goldsboro NC 27530 (hereinafter the "Cou	unty") and the City	of Goldsboro a political subdivision of the
State of North Carolina, having a principal place of	of business at 200 l	North Center Street Goldsboro NC 27530
(hereinafter the "City").		

WITNESSETH:

WHEREAS, Atlantic Casualty Insurance Company desires to construct a new facility, install certain machinery and equipment and up fit its existing facility located in Goldsboro, Wayne County, representing a total non-depreciated investment of at least \$11,830,000 in personal and real property, and to create at least eighty three (83) new jobs at this facility on or before December 31, 2025, with incremental achievement goals starting December 31, 2020; and

WHEREAS, Atlantic Casualty Insurance Company shall incur certain costs for installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County and City tax base through increased ad valorem tax value created as a consequence of capital investment in real property and machinery and equipment being brought into the County and City; and

WHEREAS, the County and City recognize that increased ad valorem tax revenues will be generated as a consequence of this business venture and investment, and that a grant by the County and the City would be an incentive for such investment by Atlantic Casualty Insurance Company to assist the same pay a portion of the costs of the investment, and that such incentives be designated as an "Economic Development Grant" to Atlantic Casualty Insurance Company in the amount of Eight Hundred Ninety Thousand Dollars (\$890,000); and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and Atlantic Casualty Insurance Company performance to this agreement;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. <u>Economic Development Incentives.</u>

Atlantic Casualty Insurance Company will incur costs in adding machinery and equipment as well as additional real property at their current facility and the County and City will realize economic benefits due to the expansion of the ad valorem tax base. As an incentive for Atlantic Casualty Insurance Company to invest in machinery and equipment and real property at its new and existing site in accordance with NCGS 158-7.1, the County and City shall provide to Atlantic Casualty Insurance Company the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County and City shall provide an Economic Development Grant to Atlantic

Casualty Insurance Company with an estimated value of \$200,000, with such a grant to be made available to Atlantic Casualty Insurance Company as set forth in Exhibit A.

A. The County and City shall pay to Atlantic Casualty Insurance Company in installments a total grant of \$890,000 as shown on, and in accordance with terms and conditions described in, Exhibit A to this Agreement (the "County and City Performance Grant");

II. Representations.

The County and City represent and warrant that (a) they have the power and authority to bind themselves to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County and City under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended, and 1987 Sessions Laws, Chapter 1002, a Local Act applying to the County and City.

III. <u>Miscellaneous Provisions.</u>

- A. <u>Independent Agreement</u>. This Agreement and the conditions hereof only relate to the provisions and grants from the County and City set forth herein and do not limit or affect other commitments made by the County and City, the State of North Carolina, or other entities.
- B. <u>Governing Law.</u> This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found by a court of competent jurisdiction to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.
- C. <u>Binding Agreement</u>. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that Atlantic Casualty Insurance Company is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Goldsboro/Wayne County, North Carolina.
- D. <u>Assignment</u>. This Agreement shall be assignable by Atlantic Casualty Insurance Company to any entity that is controlled by, controls or under common control with Atlantic Casualty Insurance Company or in the case of a sale of substantially all of the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility so long as the purchaser complies with this Agreement.
- E. <u>Survival</u>. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials fully permitted under applicable law.
- F. <u>Force Majeure</u>. Atlantic Casualty Insurance Company shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond Atlantic Casualty Insurance Company control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued

by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.

G. <u>Entire Agreement</u>. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WAYNE COUNTY			Attest:
E. Ray Mayo, Chairman Wayne County Board of Commissioners	_		Carol Bowden, Clerk to the Board
This instrument has been preaudited in the n Control Act.	nanne	er required	by the Local Government Budget and Fiscal
	BY:		
		Allison S	Speight, Finance Director
CITY OF GOLDSBORO			Attest:
Chuck Allen, Mayor City of Goldsboro	_		Melissa Capps, Goldsboro City Clerk Seal
This instrument has been preaudited in the n Control Act.	nanne	er required	by the Local Government Budget and Fiscal
	BY:		
		Catherin	e Gwynn, Finance Director
Atlantic Casualty Insurance Company			Attest:
By:		-	Securitaria
			Secretary
Title:			

EXHIBIT A

Performance Goals

Year	Annual	Total	Non	Capital	County	County	City Grant	City Grant
	Job	Jobs in	Depreciated	Investment	Grant	Grant	Annual	Payment
	Increase	County	Capital	Cumulative	Annual	Payment	New	Year
	(minimum)	and City	Investment	Totals	New	Year	Increment	(Amount
		(minimum	Increase	(minimum)	Increment	(Amount	(maximum)	attributed to
		as of	(minimum)		(maximum)	attributed to		prior year
		12.31.19)				prior year		achievement)
						achievement)		
2020	97	116	\$2,190,000	\$2,190,000	\$9,100	\$ -0-	\$9,100	\$-0-
2021	116	137	\$9,210,000	\$11,400,000	\$48,900	\$9,100	\$47,900	\$9,100
2022	137	149	\$120,000	\$11,520,000	\$48,900	\$48,900	\$48,000	\$47,900
2023	149	162	\$130,000	\$11,650,000	\$49,500	\$48,900	\$48,500	\$48,000
2024	162	180	\$180,000	\$11,830,000	\$49,500	\$49,500	\$48,900	\$48,500
2025	-0-	180	-0-	-0-	\$49,500	\$49,500	\$48,600	\$48,900
2026		180	-0-	-0-	\$49,300	\$49,500	\$48,300	\$48,600
2027		180	-0-	-0-	\$49,000	\$49,300	\$47,900	\$48,300
2028		180	-0-	-0-	\$48,700	\$49,000	\$46,300	\$47,900
2029		180	-0-	-0-	\$47,600	\$48,700	\$46,500	\$46,300
2030		180	-0-	-0-	-0-	\$47,600	-0-	\$46,500
Totals	180	180	\$11,830,000	\$11,830,000	\$450,000	\$450,000	\$440,000	\$440,000

Calculation Methodology:

Atlantic Casualty Insurance Company performance against the job creation, job maintenance, and the capital investment goals shall be reviewed by the County and City after submission by Atlantic Casualty Insurance Company before September of each year, beginning in CY 2019 for performance year 2020. The total amount of capital investment and job increases as of January 1st of that year shall be calculated; the total for each shall be expressed as a percentage of the respective total projected goal. The average of the two percentages shall be the achievement percentage of capital investment and job creation and the grant funds that shall be actually awarded in and for each calendar year based on that achievement, subject to the County and City Grant Annual New increment maximum and the following. Should the average percentage of the cumulative projected goal capital investment and job increase be less than 100% as of January 1st of any given year, the County and City shall accrue the amount of funds budgeted but unearned and such funds shall be paid out in the first year Atlantic Casualty Insurance Company attains in a given year at least 100% of its cumulative projected goals, in addition to paying the new increment amount of funds budgeted for that year. The payments by the County and City, should Atlantic Casualty Insurance Company. be current in all tax payments for that fiscal year and to the extent provided above that performance goals be met, shall be made

by September 30th of each year beginning in 2021, for calendar year 2020. This grant shall expire on December 31, 2030. For clarification, if Atlantic Casualty Insurance Company does not submit performance data for a year before September of the normal review year, the funds budgeted will accrue and be reviewed by the County and City during the review year following Atlantic Casualty Insurance Company submission, but not after December 31, 2030 (that is, when the grant expires).

Example of Calculation Methodology:

	\boldsymbol{A}	В	$\boldsymbol{\mathcal{C}}$	D	\boldsymbol{E}
Year	Annual Job Increase Goal (minimum)	Total Jobs Increase Cumulative Goal	Total Jobs Increase Cumulative Attained (% = C/B)	Capital Investment Cumulative Totals Goal	Actual Investment Cumulative Totals (%=E/D)
2020	19	19	13(67%)	\$2,190,000	\$1,773,900 (81%)
2021	21	40	40(100%)	\$11,400,000	\$11,400,000 (100%)
2022	12	52	52(100%)	\$120,000	\$11,520,000(100%)
2023	13	65	65(100%)	\$130,000	\$11,650,000(100%)
2024	18	83	83(100%)	\$180,000	\$11,830,000 (100%)
2025	N/A	N/A	N/A	N/A	N/A
Totals	83	83	83 (100%)	\$11,830,000	\$11,830,000 (100%)

Year 2021

(For calendar year 2020)

Average % attained = $(67\% [Jobs] + 81\% [Investment]) \div 2 = 74\%$

Amount due from County payable by September 30, $2021 = .74 \times \$9,100 = \$6,734$

Amount unearned and being accrued \$9,100 - \$6,734 = \$2,366

Amount due from the City payable by September 30, $2021 = .74 \times \$9,100 = \$6,734$

Amount unearned and being accrued \$9,100 - \$6,734=\$2,366

Year 2022

(For calendar year 2021)

Average % attained = $(100\% [Jobs] + 100\% [Investment]) \div 2 = 100\%$

Amount due from County payable by September 30, 2021 = 1.00 x \$48,900 = \$48,900

2021 Accruals now earned and also due from County payable by

September 30, 2022 = \$2,366

Total due from County payable by September 30, 2022 = \$48,900 + \$2,366 = \$52,166

Amount due from City payable by September 30, $2022 = 1.00 \times \$47,900 = \$47,900$

2022 Accruals now earned and also due from City payable by

September 30, 2022 = \$2,366

Total due from City payable by September 30, 2021 = \$47,900 + \$2,366 = \$51,166

Year 2023

(For calendar year 2022 Average % attained = $(100\% [Jobs] + 100\% [Investment]) \div 2 = 100\%$ Amount due from County payable by September 30, $2022 = 1.00[cap] \times 48,900 = 48,900$ Amount due from City payable by September 30, $2021 = 1.00[cap] \times 48,000 = 48,000$

Year 2024

(For calendar year 2023) Average % attained = $(100\% [Jobs] + 100\% [Investment]) \div 2 = 100\%$ Amount due from County payable by September 30, $2023 = 1.00 \times $49,500 = $49,500$ Amount due from City payable by September 30, $2023 = 1.00 \times $48,500 = $48,500$

Year 2025

(For calendar year 2024)

Performance Goals completed as of December 31, 2025; County final payment by September 30, 2024 for Year 2023 goals achievement. Grant amount earned and paid. Average % attained = $(100\% [Jobs] + 100\% [Investment]) \div 2 = 100\%$ Amount due from County payable by September 30, $2024 = 1.00 \times $49,500 = $49,500$ Amount due from City payable by September 30, $2024 = 1.00 \times $48,900 = $48,900$

Definitions:

<u>"Capital Investment"</u> shall be the ad valorem tax value of the property located in the County and City that is owned by Atlantic Casualty Insurance Company its affiliates, or financing entities where Atlantic Casualty Insurance Company or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity with venue being in a court of competent jurisdiction in Wayne County, North Carolina.

"Budget" unless otherwise agreed in this Agreement, the County and City shall approve a budget for the specific grant amount offered to Atlantic Casualty Insurance Company by July 1st of each year that the respective grant is offered, for payment by the agreed-upon date.

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County within the meaning of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

ITEM	E	
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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT: Change Order No. 1 – 2019 Wastewater Collection System

Rehabilitation & Storm Sewer Improvements Project

Formal Bid No. 2019-007

BACKGROUND: On October 7, 2019, the City Council awarded a contract to

Herring-Rivenbark for \$886,590 for the 2019 Wastewater Collection System Rehabilitation and Storm Sewer

Improvements Project.

DISCUSSION: Staff requested the contractor, Herring-Rivenbark, provide

costs for additional work to remove and replace a deteriorated 8-inch sanitary sewer line located within the City's 20 ft. utility easement behind properties in the 100 block of North Georgia Avenue between West Walnut Street and West Mulberry Street. Herring-Rivenbark

submitted an estimated cost of \$56,000.

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

June 16, 2020.

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

contract amount is \$942,590.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the

City Manager to execute a change order for \$56,000 with

Herring-Rivenbark.

Date: 2/18320

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

Date: 25 tes 20

Timothy M. Salmon, City Manager

RESOLUTION NO. 2020-

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

WHEREAS, the City Council of the City of Goldsboro awarded a contract on October 7, 2019 to Herring-Rivenbark for the 2019 Wastewater Collection System Rehabilitation and Storm Sewer Improvements Project; and

WHEREAS, the City Council of the City of Goldsboro recommends additional work for the rehabilitation project; and

WHEREAS, Herring-Rivenbark submitted an estimated cost of \$56,000 for the additional work; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to issue a change order to Contract #2019-007 with Herring-Rivenbark for \$56,000;

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

1.	The City Manager is hereby authorized and directed to execute a change order for
	\$56,000 with Herring-Rivenbark for the 2019 Wastewater Collection System
	Rehabilitation and Storm Sewer Improvements Project.

	nall be in full force and effect from and after this, 2020.	
	Mayor	
Attested by:		
City Clerk		

ITEM	F	
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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT:

McKim & Creed, Inc. Engineering Services Agreement for Phase IV Sewer Collection System Rehabilitation - Contract Addendum No. 2

BACKGROUND:

The City of Goldsboro entered into an engineering agreement with McKim and Creed on July 17, 2017 for Phase IV of the phased sewer rehab program to complete rehabilitation design, bid, and award assistance.

DISCUSSION:

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

Task/Fee Schedule:

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

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

RECOMMENDATION:

By motion, adopt the attached resolution authorizing the City Manager to execute Contract Addendum No. 2 with McKim and Creed, Inc. in the amount of \$59,500.

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

Date: 25 Rels 20

Timothy M. Salmon, City Manager

RESOLUTION NO. 2020-

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

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

WHEREAS, the City Council of the City of Goldsboro desires to obtain additional professional engineering services required for Phase IV Sewer Collection System Rehabilitation based on Contract Addendum No. 2 submitted by McKim & Creed, Inc.;

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

1.	The City Manager is hereby authorized and directed to execute Contract Addendum No. 2 for professional engineering services agreement in the amount of \$59,500 with McKim & Creed, Inc. pertaining to the Phase IV Sewer Collection System Rehabilitation Project.
2.	This resolution shall be in full force and effect from and after this day of, 2020.
	Mayor
Attested by:	
City Clerk	

- .	\sim	
Item	G	

CITY OF GOLDSBORO AGENDA MEMORANDUM March 2, 2020 COUNCIL MEETING

SUBJECT:

Rebuild NC Buyout Program - Goldsboro Cooperative Agreement

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

BACKGROUND:

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

DISCUSSION:

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

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

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

RECOMMENDATION:

By motion, staff recommends approving the Rebuild NC Buyout Program Cooperative Agreement between the City of Goldsboro and North Carolina Office of Recovery and Resiliency (NCORR) and authorizing the City Manager and City Clerk to execute said Agreement on behalf of the City.

Date: _____2-25-20

Shycole Simpson-Carter Community Relations Director

Date: 2/25/20

Timothy A. Salmon City Manager

SSC

COOPERATIVE AGREEMENT BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF RECOVERY AND RESILIENCY AND THE CITY OF GOLDSBORO

FOR THE

NORTH CAROLINA CDBG BUYOUT PROGRAM

THIS COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2020 by and between the North Carolina Department of Public Safety, Office of Recovery and Resiliency (the "Grantee" or "NCORR") and the City of Goldsboro ("City of Goldsboro" or "Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

I. RECITALS

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina with record-breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities; and

WHEREAS, certain buildings, facilities, personal items, and equipment owned or rented by residents in the county and city were damaged by floodwaters associated with Hurricane Matthew; and

WHEREAS, on October 9, 2016, an expedited major disaster declaration from the President of the United States was requested and was granted on October 10, 2016 as FEMA-4285-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant Disaster Recovery funds ("CDBG-DR") to the State of North Carolina ("State") under the Further Continuing and Security Assistance Appropriations Act of 2017 (Public Law 114-254) and the Consolidated Appropriations Act of 2017 (Public Law 115-31) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Matthew; and

WHEREAS, on September 7, 2018, Hurricane Florence hit central and eastern North Carolina with record-breaking rainfall that created 1,000-year flood events that further devastated the people, infrastructure, businesses, and schools of new and previously impacted communities; and

WHEREAS, certain buildings, facilities, personal items, and equipment owned or rented by residents in the county and city were damaged by floodwaters associated with Hurricane Florence; and

WHEREAS, on September 14, 2018, the President of the United States granted a Major Disaster Declaration in response to Hurricane Florence as FEMA-4393-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant Disaster Recovery funds ("CDBG-DR") to the State of North Carolina ("State") under the FAA Reauthorization Act of 2018 (Public Law 115-254) and the Additional Supplemental Appropriations for Disaster Relief Act of 2019 (Public Law 116-20) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Florence; and

WHEREAS, on July 1, 2019, HUD certified NCORR as the grantee for the State's CDBG-DR program; and

WHEREAS, pursuant to 82 Fed. Reg. 5591 (Jan. 18, 2017) and 82 Fed. Reg. 36812 (Aug. 7, 2017), the State has received an allocation of Hurricane Matthew CDBG-DR funds from HUD in the amount of \$236,529,000; and

WHEREAS, pursuant to 84 Fed. Reg. 45838 (Aug. 30, 2019) the State expects to receive an allocation of CDBG-Mitigation ("CDBG-MIT") funds from HUD in the amount of \$168,067,000; and

WHEREAS, NCORR has designated an initial \$25,000,000 of the allocation from these funds for use by the North Carolina CDBG Buyout Program ("ReBuild NC Buyout Program" or "Buyout Program") to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and to meet remaining unmet recovery needs caused by federally declared disasters, including Hurricanes Matthew and Florence, that were not met through FEMA, private insurance proceeds, loans, or other funding sources in at-risk locations; and

WHEREAS, City of Goldsboro will assist NCORR in carrying out the ReBuild NC Buyout Program by accepting ownership of buyout properties ("Properties" or "Property") from program applicants ("Applicants") pursuant to this Cooperative Agreement (the "Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement and intend to be bound by its terms; and

WHEREAS, City of Goldsboro has legal authority to enter into this Agreement, and by signing this Agreement assures NCORR that it will comply with all requirements of the Agreement as described herein; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements regarding the ReBuild NC Buyout Program between NCORR and City of Goldsboro.

NOW, THEREFORE, in consideration of the need for recovery from damage caused by Hurricanes Matthew and Florence, to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. BACKGROUND

NCORR received funds from HUD for the purpose of ensuring that individuals residing in storm-impacted communities or are located in a floodway or floodplain may live in safe, sanitary housing. The ReBuild NC Buyout Program helps achieve that goal in a manner that benefits low and moderate income persons or that meets a particularly urgent need, as defined by HUD. The Parties hereby enter into this Agreement for the purpose of facilitating the ReBuild NC Buyout Program. NCORR has consulted with City of Goldsboro regarding NCORR's plan to initiate the Buyout Program within City of Goldsboro's jurisdiction. City of Goldsboro, by accepting the terms and conditions of this Agreement, is a partner in ensuring the successful administration and completion of the Buyout Program within City of Goldsboro

The Parties agree to abide by the program requirements as outlined in the current action plans and ReBuild NC Buyout Manual, available at https://www.rebuild.nc.gov/cdbg-dr-reporting-and-compliance. The contents of each action plan, as well as the ReBuild NC Buyout Manual are hereby incorporated into this Agreement and made a part hereof. Any amendments to these documents will be automatically incorporated into this Agreement.

2.1 Direct Implementation.

NCORR, as state Grantee for the CDBG-DR and CDBG-MIT Programs, is directly implementing and administering the ReBuild NC Buyout Program. NCORR will utilize CDBG-DR and/or CDBG-MIT funds to cover costs and payments related to NCORR's implementation of the ReBuild NC Buyout Program. This notwithstanding, certain eligible de minimis payments or other costs borne by City of Goldsboro, which are associated with the ReBuild NC Buyout Program, may be considered for reimbursement by NCORR, if necessary for City of Goldsboro's compliance with the terms of this Agreement and NCORR's administration of the ReBuild NC Buyout Program. These costs will be reimbursed at the sole discretion of NCORR, and City of Goldsboro should notify NCORR, in writing, before expending any funds that it may seek to have reimbursed.

The Parties agree that this Agreement and the transfer of Properties made pursuant to the terms of this Agreement is not a subaward of federal grant funds and that City of Goldsboro is not serving as and will not be considered a Recipient or Subrecipient—as defined by HUD and 2 C.F.R. 200.93—of federal funds.

2.2 Maintenance of the Property.

City of Goldsboro agrees to assume full responsibility for ongoing maintenance of the Property after closing and transfer of the Property from Applicants to City of Goldsboro; NCORR shall in

no way be held liable or responsible for any costs associated with the Property after closing and transfer of the Property, beyond what may be provided pursuant to the terms of this Agreement.

III. ACCEPTANCE OF PROPERTIES

NCORR must expend considerable program funds in order to progress an applicant through the various stages of the ReBuild NC Buyout Program, from applicant intake to property closing and transfer of Properties to City of Goldsboro. In light of the considerable financial obligations associated with NCORR's efforts to progress applicants through the program, it is vital that City of Goldsboro fully commit to accepting ownership of all Properties targeted by the ReBuild NC Buyout Program that are within the jurisdiction of City of Goldsboro.

City of Goldsboro covenants and agrees to accept all Properties identified and referred to it by NCORR and its Agents as part of this cooperative agreement and subject to the conditions of the ReBuild NC Buyout Program, including the ReBuild NC Buyout Manual. A preliminary list of Properties targeted within the jurisdiction of City of Goldsboro is included in Appendix A, which will be updated if and when the targeted Properties change, and will ultimately include a comprehensive list of properties that City of Goldsboro will acquire ownership of through City of Goldsboro's participation in the ReBuild NC Buyout Program. The contents of Appendix A attached hereto are hereby incorporated into this Agreement and made a part hereof. Any changes to Appendix A will be automatically incorporated into this Agreement.

City of Goldsboro shall take all measures necessary for acceptance of Properties. This includes, but is not limited to: (i) taking all measures for authorized acceptance of the Property, including board approval if required; (ii) providing a duly authorized representative of City of Goldsboro to be available at the closing of each Property; (iii) after the closing of each property, and after Property deed has been reviewed and approved by NCORR, ensuring that Property deed is duly recorded, with required restrictive covenants, at the Office of the Register of Deeds in the County where the Property is located; (iv) ensuring that City of Goldsboro's acceptance of Property is consistent with City of Goldsboro ordinances and area planned actions; (v) notifying NCORR before executing this Agreement if City of Goldsboro anticipates or is aware of any potential or existing issues or concerns that may delay or hinder City of Goldsboro's acceptance of the Properties; and (vi) obtaining and assisting NCORR in obtaining required permits, licenses, and other authorization necessary for proper purchase and demolition of Property and to perform environmental remediation work.

NCORR or its Agents will notify City of Goldsboro regarding closing requirements, Properties identified for participation in the Program, and to schedule closings via electronic communication to City of Goldsboro Point of Contact.

IV. RIGHT OF ENTRY.

After such time that Properties are conveyed from Applicants to City of Goldsboro, and subject to the terms and conditions of this agreement, City of Goldsboro grants NCORR and its employees, agents, contractors, consultants, and related parties (collectively "Agents") an

unconditional right of access and entry to the Property to perform surveys, inspections, appraisals, environmental sampling, and such other tests, studies, and investigations as NCORR and Agents deem necessary or desirable to evaluate the Property or as may be required by applicable laws, regulations or codes. Furthermore, City of Goldsboro grants NCORR and Agents an unconditional right of access and entry to the Property to perform any necessary demolition and/or environmental remediation work on the Property, as determined by and at the sole discretion of NCORR and Agents.

After such time that Property is conveyed to City of Goldsboro, NCORR will secure and demolish all existing structures located on Property. This shall include, but is not limited to, all work necessary to convert Property to green space.

V. USE RESTRICTIONS

5.1 Terms.

Pursuant to the terms of the ReBuild NC Buyout Program statutory authorities, Federal program requirements, and the restrictive covenants included in the deed conveying Property from Applicant to City of Goldsboro, the following conditions and restrictions shall apply in perpetuity to the Property acquired by City of Goldsboro pursuant to applicable HUD program requirements concerning the acquisition of property for use as open space:

a. Compatible uses.

Property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Such uses may include: outdoor recreational activities; nature reserves; cultivation; grazing; unimproved, unpaved parking lots; buffer zones; and other uses consistent with CDBG-DR guidance for open space acquisition.

b. Structures.

No new structures or improvements shall be erected on Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A flood control structure that does not negatively impact the natural function of the floodplain.

No new structures or improvements shall be erected on Property without the prior, written consent of NCORR, its successors or other entity as designated by NCORR or the State of North Carolina. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices and shall comply with all State, Local, and Federal laws and regulations.

c. Disaster Assistance and Flood Insurance.

No Federal entity or source may provide disaster assistance for any purpose with respect to Property, nor may any application for such assistance be made to any Federal entity or source. Property is not eligible for coverage under the NFIP for damage to structures on Property occurring after the date of closing, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer.

City of Goldsboro, including successors in interest, shall convey any interest in Property only if NCORR, its successor, or other entity as designated by the State of North Carolina, gives prior written approval of the transfer and transferee in accordance with this paragraph.

- i. The request by City of Goldsboro to NCORR must include a signed statement from the proposed transferee stating that it acknowledges and agrees to be bound by the terms of this section. If conveying to a qualified conservation organization, transferee must provide documentation of its status as such.
- ii. City of Goldsboro may convey a property interest in Property only to a public entity or other qualified organization whose use of Property will be compatible with the use requirements in this section. City of Goldsboro may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in this section, with the prior approval of NCORR, its successor, or other entity as designated by the State of North Carolina so long as the conveyance does not include the authority to control and enforce the terms and conditions of this section.
- iii. If title to Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) City of Goldsboro shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, City of Goldsboro shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the terms and conditions in this section and must incorporate a provision for the property to revert to City of Goldsboro in the event that the transferee ceases to exist or loses its eligible status under this section.

iv. City of Goldsboro shall be responsible in perpetuity for monitoring the compliance with and enforcement of all terms in this Agreement, as well as in the restrictive covenant(s) governing Property.

5.2 Program Income.

It is the intention of the parties that City of Goldsboro and its successors or transferees will not undertake any activity on or through the use of the Property that may generate program income without prior written consent from NCORR, its successors, or other entity as designated by NCORR or the State of North Carolina. Program income includes, but is not limited to, gross income received by a State, a unit of general local government, a tribe, or a subgrantee of the unit of general local government that was generated from the use of CDBG-DR or CDBG-MIT funds, regardless of when the funds were appropriated and whether the activity has been closed out, except in certain limited circumstances. City of Goldsboro should refer to 24 CFR 570.489(e) and 81 Fed. Reg. 83254, 83265-66 for further guidance on program income.

5.3 Enforcement.

NCORR will enforce the terms of this Agreement through deed restrictions or other available legal remedies pursuant to the laws of North Carolina.

To the extent permitted by law, NCORR, and its successors and assigns, shall have the exclusive right to designate, assign, or transfer ownership of any and all Properties conveyed through this Agreement to an entity designated by NCORR in the event that City of Goldsboro fails to adhere to the terms of this Agreement or ceases to exist. City of Goldsboro shall cooperate with and facilitate the efforts of NCORR, its successor, or the State of North Carolina to transfer Properties to the successor entity.

City of Goldsboro's failure or refusal to accept any Property or Properties pursuant to the terms of this Agreement will be considered a material breach of this Agreement.

City of Goldsboro covenants and agrees that it shall be liable to NCORR for the reimbursement of any expenses incurred by the ReBuild NC Buyout Program that are a result of City of Goldsboro refusing or failing, for any reason, to accept any Properties targeted by the Program after applicant intake, but before the date of closing. These expenses may include, but are not limited to: costs associated with intake; eligibility review; duplication of benefits determinations; environmental reviews; inspections of any kind; appraisals; and/or other closing costs.

VI. AMENDMENT AND TERMINATION

6.1 Amendment

NCORR and City of Goldsboro may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all parties, and are signed by a duly authorized representative of each party. Such amendments shall not invalidate this Agreement, nor relieve or release NCORR or City of Goldsboro from their obligations under this Agreement.

NCORR may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

6.2 Termination by Mutual Consent or Convenience.

The Parties may terminate this Contract by mutual written consent. NCORR may terminate this Agreement, in whole or in part, for convenience, with 30 days written notice to City of Goldsboro.

6.3 Termination in the Event of Default.

NCORR may suspend or terminate this Agreement, in whole or in part, upon 30 days' notice, whenever NCORR determines that City of Goldsboro has failed to comply with any term, condition, requirement, or provision of this Agreement. City of Goldsboro shall be afforded a reasonable period of time to cure any noncompliance.

If, after notice of default or non-compliance, City of Goldsboro has not cured such default within a reasonable time or is not diligently pursuing a cure satisfactory to NCORR, then NCORR shall promptly notify City of Goldsboro, in writing, of its determination and the reasons for the termination, together with the date on which the termination shall take effect.

6.4 Additional Remedies.

If City of Goldsboro defaults, NCORR shall have the power and authority, consistent with their statutory authorities: (a) to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of City of Goldsboro's obligations under this Agreement; and (c) to seek damages from any appropriate person or entity. NCORR shall be under no obligation to complete the activities outlined in this Agreement.

6.5 Unavailability of Funds.

If grant funds become unavailable at any time, City of Goldsboro agrees that NCORR has the right to terminate this Agreement by giving 60 days' written notice specifying the termination date of the Agreement, which NCORR shall determine in its sole discretion. Upon such termination, NCORR shall have no further responsibilities under this Agreement.

6.6 Nonwaiver.

No delay, forbearance, waiver, or omission by NCORR to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

VII. GENERAL TERMS AND CONDITIONS.

7.1 Effective Date.

Upon execution and delivery of this Agreement, and when City of Goldsboro has received its counterpart original of this Agreement, fully executed and with all dates inserted where indicated, then the Agreement will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

7.2 Claims.

The parties agree that, upon transfer of the Property to City of Goldsboro, liability for all claims related to the Property or use thereof shall be borne by City of Goldsboro and City of Goldsboro shall be solely responsible for pursuing or defending any such claims related to the Property that arise after the transfer of such Property to City of Goldsboro.

7.3 Relationship of Parties.

NCORR and City of Goldsboro agree that nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee between the parties or their employees and agents.

7.4 Indemnification.

To the extent allowed by North Carolina law, City of Goldsboro agrees to indemnify and hold harmless NCORR for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement.

7.5 Term.

The terms of this Agreement, except for those related to usage restrictions, shall remain in effect for so long as is necessary to close out all Projects. The use restrictions in Section V of this Agreement shall remain in effect in perpetuity.

7.6 Notice.

Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been sufficiently given when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery, addressed as follows:

NCORR

Laura Hogshead Chief Operating Officer North Carolina Office of Recovery and Resiliency PO Box 110465 Durham, NC 27709

Phone: (984) 833-5350 Fax: (919) 405-7392

City of Goldsboro

Tim Salmon, City Manager City of Goldsboro 200 N. Center Street Goldsboro, NC 27530

Phone: (919) 580-4362

7.7 Severability.

If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

7.8 Entire Agreement.

This document contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

7.9 Governing Laws.

This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

VIII. OTHER REQUIRED CLAUSES

8.1 Compliance with Federal Law

City of Goldsboro warrants and covenants that it will, during of the term of this Agreement, comply with all federal laws, including Federal Register Notices (including, but not limited to, 81 Fed. Reg. 83254 (Nov. 21, 2016), 82 Fed. Reg. 5591 (Jan. 18, 2017), 82 Fed. Reg. 36812 (Aug. 7, 2017), 84 Fed. Reg. 28848 (Jun. 20, 2019), 84 Fed. Reg. 45838 (Aug. 30, 2019)) as well as HUD CDBG and other federal regulations, including, if applicable, the following:

A. Equal Opportunity and Nondiscrimination.

- (i) <u>Compliance.</u> City of Goldsboro agrees that it shall comply with the provisions of this subsection and shall ensure that its contractors comply with all application provisions of this subsection, including Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 C.F.R., Part 60:
- (ii) Women- and Minority-Owned Businesses. City of Goldsboro shall comply with N.C. Gen. Stat. § 143-128.2 and 2 C.F.R. § 200.321(b)(1) (6) to ensure minority businesses, women's business enterprises, and labor surplus area firms are afforded opportunities as required by law to compete for any contracts that may be executed pursuant to this Agreement;
- (iii) Notifications. City of Goldsboro will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the City of Goldsboro's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (iv) Equal Employment Opportunity and Affirmative Action Statement. City of Goldsboro shall, in all solicitations or advertisements for employees placed by or on behalf of City of Goldsboro, state that it is an Equal Opportunity or Affirmative Action employer;
- (v) State and Local Nondiscrimination Provisions. City of Goldsboro agrees to comply with state nondiscrimination provisions found at N.C. Gen. Stat. §§ 143-422.1 422.3 (Equal Employment Practices); and § 41A-1–10 (North Carolina Fair Housing Act);

B. Conflict of Interest.

(i) In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, City of Goldsboro shall comply with all applicable conflict of interest laws and regulations, including the provisions in 2 C.F.R. §§ 200.317 and 200.318, N.C. Gen. Stat. § 14-234, N.C. Gen. Stat. § 133-32, and 04 N.C.A.C. 19L.0914. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, City of

Goldsboro shall comply with the conflict of interest provisions in 24 C.F.R. § 570.611. Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or NCORR upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(4);

(ii) No public official or employee of City of Goldsboro may purchase or gain any financial interest in any Property and land subject to this Agreement.

C. Religious Activities.

City of Goldsboro shall comply with all applicable regulations set forth under 24 C.F.R. § 5.109 concerning the participation of faith-based organizations in HUD programs, including subsection (j) regarding the acquisition, construction, and rehabilitation of structures that may involve religious purposes. Any funds that may be provided under this agreement shall not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization;

D. Lobbying Certification

No funds or assets, including, but not limited to Properties under this agreement and the subsequent exchange, transfer, or sale of the same shall be provided to, paid, sold or exchanged to any person for purposes of influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection to any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

E. Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

City of Goldsboro shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. §§ 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. City of Goldsboro shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R., Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R., Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R., Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

F. Fair Housing Act.

City of Goldsboro shall comply, directly and indirectly, with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. City of Goldsboro shall take no action that is materially inconsistent with NCORR's goals and efforts to affirmatively further fair housing.

8.2 Environmental Reviews

As the Responsible Entity for the ReBuild NC Buyout Program, NCORR will be responsible for administering the environmental review requirements described in 24 C.F.R. Part 58 for all Properties. The environmental review will be initiated after an applicant is deemed eligible for the ReBuild NC Buyout Program and prior to the time of closing. To mitigate the risk of the repayment or recapture of HUD funding, no choice-limiting activities may occur at the Property prior to NCORR obtaining an environmental clearance of the subject property, per § 58.22 of HUD's Environmental Regulations. Choice-limiting activities may include, but are not limited to: a transfer of deed or conveyance of title to the Property; a commitment of funds; acquisition of any property, etc. City of Goldsboro shall contact NCORR in writing for clarification and/or guidance concerning choice-limiting activities prior to engaging in any activity at the Property. NCORR shall be solely responsible for any and all environmental remediation work necessary for any structure located on Property, as determined by NCORR or Agents. City of Goldsboro shall maintain all records associated with Property for a period of at least three (3) years following closeout of the grant between HUD and NCORR.

8.3 Access to Records

City of Goldsboro shall provide any duly authorized representative of NCORR, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Property during the period of performance of this Agreement and for three years following the completion of all closeout procedures. All original files shall be maintained at the offices of City of Goldsboro for access purposes.

8.4 Client Data and Other Sensitive Information.

If City of Goldsboro is required to maintain data for activities specified under this Agreement, City of Goldsboro must comply with 2 C.F.R. § 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and

other information HUD or NCORR designates as sensitive or that City of Goldsboro considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

8.5 Benefit.

This Agreement is made and entered into for the sole protection and benefit of NCORR, City of Goldsboro, and their respective successors and assigns, subject always to the provisions of the Agreement. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to NCORR and City of Goldsboro and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, other than as expressly provided in this Agreement. It is the express intention of the Parties and their respective successors and assigns that any such person or entity, other than NCORR and the City of Goldsboro, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Agreement, one of which is retained by each party, on the date first written above, pursuant to the authority duly granted under North Carolina law.

CITY OF GOLDSBORO	NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
Tim Salmon, City Manager	Laura Hogshead, Chief Operating Officer
ATTEST:	ATTEST:
Melissa Capps, City Clerk	Notary (SEAL)

APPENDIX A

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105	2108 Koonce St Goldsboro, NC 27530	215	719 W Chestnut St Goldsboro, NC 27530
106	2110 Koonce St Goldsboro, NC 27530	216	720 W Chestnut St Goldsboro, NC 27530
107	2200 Glenhaven Ln Goldsboro, NC 27530	217	721 W Chestnut St Goldsboro, NC 27530
108	2200 Koonce St Goldsboro, NC 27530	218	722 W Chestnut St Goldsboro, NC 27530
109	2200 S John St Goldsboro, NC 27530	219	724 W Chestnut St Goldsboro, NC 27530
110	2201 Koonce St Goldsboro, NC 27530		

BUYOUT PROGRAM OVERVIEW

PROGRAM OVERVIEW

The ReBuild NC Buyout Program is administered by the North Carolina Office of Recovery and Resiliency with the goal of purchasing properties prone to repeated flooding from hurricanes and other disasters. Participation is voluntary and properties purchased will be demolished, cleared and permanently maintained as green spaces by local government. The ReBuild NC Buyout Program has collaborated with local government officials to identify high-risk areas, referred to as Buyout Zones or Disaster Risk Reduction Areas, in certain Hurricane Matthew counties that are at greatest risk of damage from future flood and hurricane events. Additional funds for mitigation or recovery from other hurricanes may become available in the future.

The Buyout Award will be based on the pre-storm fair market value of an applicant's property minus any duplication of benefits, and additional incentives are available to eligible applicants who relocate to an area of lesser flood risk within their county or another area within North Carolina.

Applicants of the program will be assigned to an intake specialist and case manager to answer questions and guide applicants through every step of the process, ensuring that applicants understand the process from beginning to end.



BUYOUT ZONES

Buyout Zones are being considered in five of the most impacted and distressed counties in eastern North Carolina. As Buyout Zones are approved, maps of the zones will be posted on https://www.rebuild.nc.gov/buyout and eligible homeowners will be contacted by mail with information about the program, available public meetings in their area and instructions on how to apply.





AM I ELIGIBLE?

Applicants must meet all of the following criteria to be eligible for the ReBuild NC Buyout Program:

- The residence must be located within the Buyout Zone.
- The residence must have been owned and occupied by the applicant at the time of Hurricane Matthew.*
- The property must have been damaged by Hurricane Matthew.
- The residence must be either a single-family residence or a previously standing single-family residence (now vacant land) that was damaged by a presidentially declared disaster.
- The applicant must be current in payment of their property taxes or have a written repayment agreement.
- The applicant must be able to retire mortgage at closing.
- The owner-applicant must also own the land, if applying for a manufactured home.
- The applicant must have proof of consistently active flood insurance if that was a requirement of previous disaster assistance provided by the Federal Emergency Management Agency (FEMA) or another entity.
- *Certain exceptions apply for gifted and inherited properties.

HOW DO I APPLY?

Once the Buyout Zones have been approved, owners will be contacted and invited to an Information Session. Applicants will then schedule appointments with an intake specialist by dialing 2-1-1. Applications will be taken by appointment only for properties within the Buyout Zone.

FOR MORE INFORMATION

For more information on the program, visit the ReBuild NC website at https://www.rebuild.nc.gov or dial 2-1-1.

Los documentos del programa pueden ser traducidos al español a pedido. Se pueden pedir documentos traducidos por correo electrónico (info@rebuild.nc.gov) o por teléfono (2-1-1) o a través de su administrador de casos si tiene uno asignado.







Goldsboro Buyout Zone







Goldsboro Buyout Zone





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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT: Z-1-20 Discount Tire of Goldsboro – East side of N. Berkeley

Boulevard between Langston Drive and Ridgecrest Drive

BACKGROUND: The applicant requests to amend the existing General Business

Conditional District (GBCD) zoning district for the operation of a tire retail center in conjunction with auto repair and service.

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

Lot 1: 700 N. Berkeley Boulevard

Frontage: 100 ft. (N. Berkeley Boulevard)

185 ft. (Langston Drive)

Area: 18,241 sq. ft., or 0.41 acres

Lot 2: 702 N. Berkeley Boulevard

Frontage: 100 ft. (N. Berkeley Boulevard)

Area: 18,692 sq. ft., or 0.42 acres

Lot 3: 704 N. Berkeley Boulevard

Frontage: 100 ft. (N. Berkeley Boulevard)

Area: 18,640 sq. ft., or 0.42 acres

Surrounding Zoning:

North: Shopping Center (SC);

South: Residential (R-16);

East: Office and Institutional (O&I-CD); and

West: Office and Institutional (O&I-CD)

Existing Use: Each lot is occupied by an existing single-family

dwelling.

DISCUSSION: As previously stated, the applicant is requesting a zoning change

to amend the existing General Business Conditional District (GBCD) zoning district for the operation of a tire retail center in

conjunction with auto repair and service.

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

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

Now, in addition to the request for a zoning amendment, the applicant has submitted a site plan that indicates the recombination of all three private lots into one lot for commercial development.

<u>Building and Lot</u>: The submitted site plan shows a proposed 8,192 sq. ft. oriented to face Berkeley Boulevard with full driveway access from Langston Drive and a right-end, right-out only from N. Berkeley Boulevard. Approval of the Berkeley Boulevard access will be required from NCDOT. Driveway permits must be obtained prior to construction.

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

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

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

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

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

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

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

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

<u>Lighting Plan</u>: A commercial lighting plan will be required in accordance with the City's commercial lighting code since the proposed development is located adjacent to residentially developed property.

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

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

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

<u>Commercial Dumpsters</u>: A dual commercial garbage dumpster has been shown adjacent to the southeast corner of the property. The coral will be built to City standards and properly screened from public view.

<u>Land Use Plan Recommendation</u>: The City's Comprehensive Land Use Plan recommends commercial development for the properties.

As previously stated, a modification of interconnectivity is requested due to existing site conditions and limited parking

provisions in the adjacent property located north of the subject property at the corner of N. Berkeley and Ridgecrest Drive.

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

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

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

- 1. Finding the request <u>consistent</u> with the City's adopted Comprehensive Land Use Plan and;
- Adopt an Ordinance changing the zoning for the property from General Business Conditional District (GB CD) to allow the operation of a tire retail center in conjunction with auto repair and service.
- Grant a modification of interconnectivity due to existing site conditions and limited parking provisions in the adjacent property located north of the subject property at the corner of N. Berkeley and Ridgecrest Drive

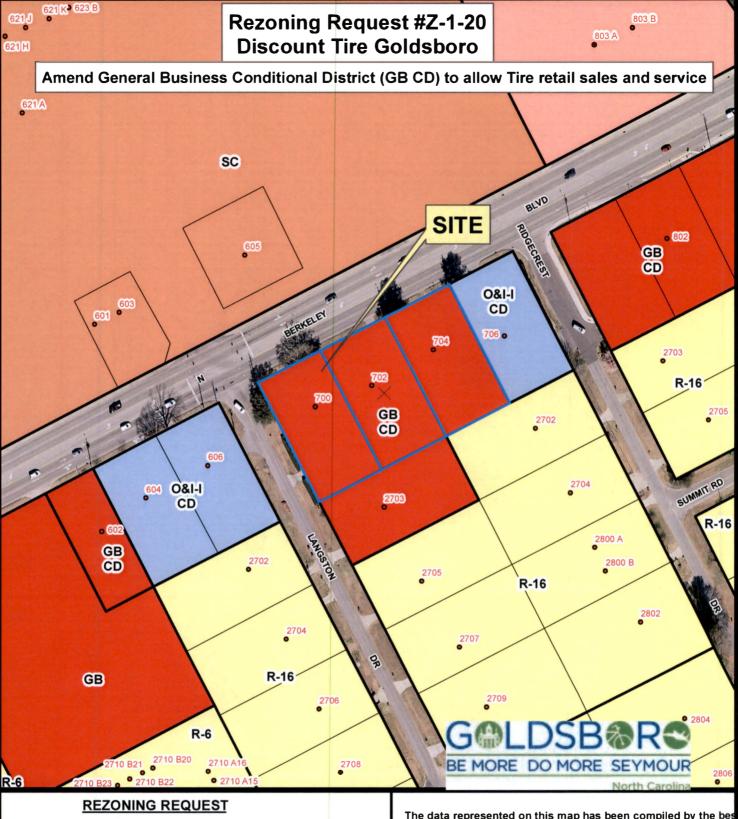
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Planning Director

CityManage



OWNER(s): Linda Gottuso; Larry T. Head; Cheryl Allman REQUEST: Amend General Business Conditional District

(GB CD) to allow Tire retail sales and service

300

Feet

PROJECT: Commercial

PARCEL #(s): 3519-53-7434; 3519-53-8429 and 3519-53-9515

LOCATION: 700 N. Berkeley Blvd.



The data represented on this map has been compiled by the bes 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.



REZONING REQUEST

OWNER(s): Linda Gottuso; Larry T. Head; Cheryl Allman REQUEST: Amend General Business Conditional District

(GB CD) to allow Tire retail sales and service

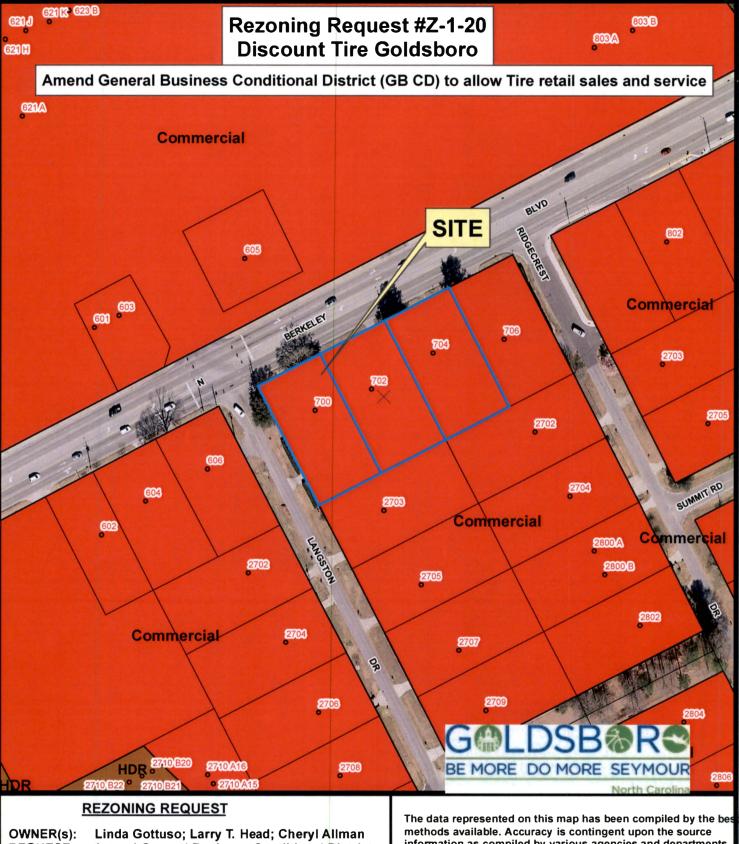
PROJECT: Commercial

PARCEL #(s): 3519-53-7434; 3519-53-8429 and 3519-53-9515

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REQUEST: Amend General Business Conditional District

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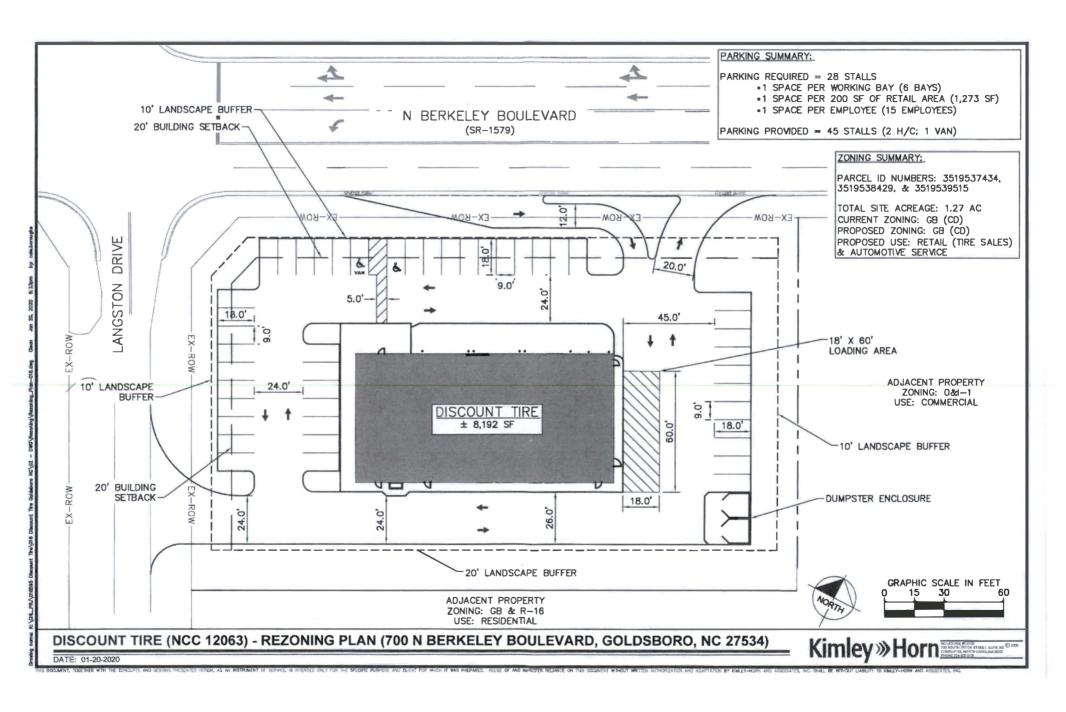
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ORDINANCE NO. 2020 -

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on **Monday, February 18, 2020**, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

From General Business Conditional District (GB CD) to General Business Conditional District (GB CD) to allow the operation of a tire retail center in conjunction with auto repair and service.

<u>Z-1-20 Discount Tire of Goldsboro – East side of N. Berkeley Boulevard between Langston Drive and Ridgecrest Drive</u>

The Wayne County Tax Identification Numbers are 3519-53-7434, 3519-53-8429 and 3519-53-9515.

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

Adopted this	day of	, 2020.
Attested by:		Mayor
City Clerk	-	

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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT:

S-1-20 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Modification S-5-85)

BACKGROUND:

The property is located on the southeast corner of Wayne Memorial Drive and Lockhaven Drive. Subject property is identified as building and lot #7 of the Wayne Dental Center.

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

The following modifications were approved by City Council:

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

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

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

The applicant states that the proposed outside staircase for access to the second floor is not practical or cost effective. In addition, applicant believes that the additional office space would

be more advantageous on the first floor for accessibility and office efficiency.

DISCUSSION:

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

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

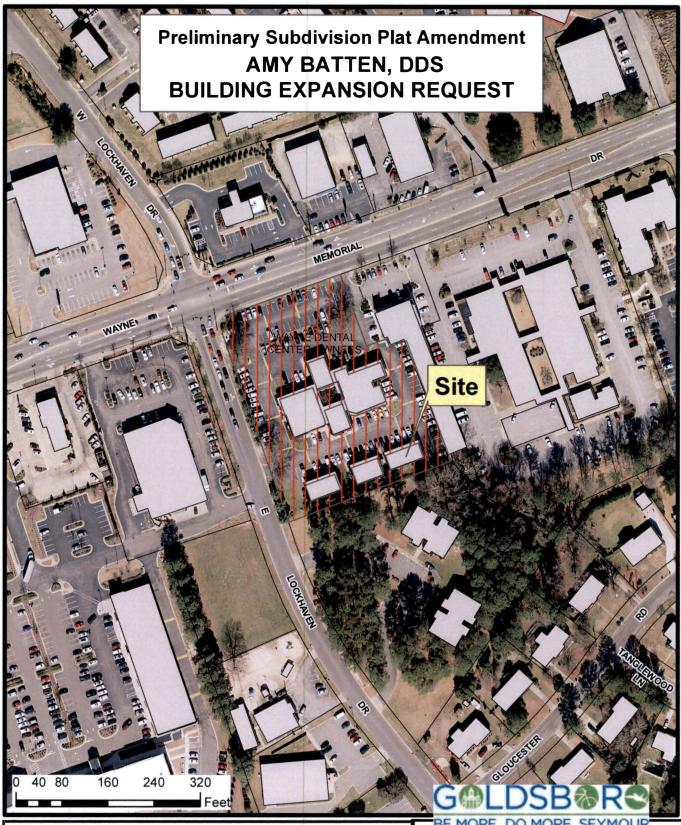
No changes to parking or landscaping are required for the building addition.

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

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the Amendment of the Preliminary Subdivision Plat with the following modification:

> 1. Modification of the building setback from 25 feet to 15 feet.

City Manager



Preliminary Subdivision Plat Amendment

CASE NO.: S-1-20

REQUEST: Building Expansion 15 feet into rear setback

APPLICANT: Amy Batten

LOCATION: 2300 Wayne Memorial Ave, Suite I

HOURS OF OPERATION:

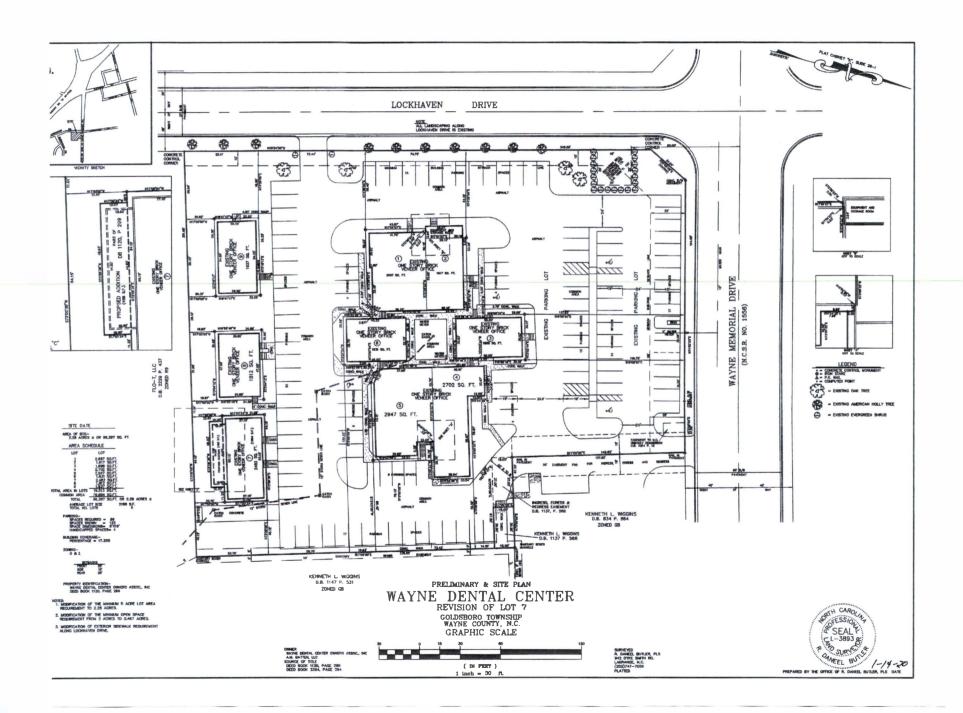
Monday - Friday 8:00 a.m. to 5:00 p.m.

Number of Employees:



North Carolina

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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT: S-2-20 Lanetree Townhomes (PUD) —Preliminary Subdivision Plat

(S-11-99)

BACKGROUND: The property is located on the west side Salem Church Road

between Buck Swamp Road and the Little River.

A preliminary subdivision plat, landscape plan and covenants were approved for this Planned Unit Development with a modification of the City's curb and gutter and sidewalk requirement on May 5,

2003.

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

Previous Preliminary Plat

Total Area: 59.556 acres

Totals Lots: 77

Zoning: Residential (R-12) and WSP

DISCUSSION: In an effort to enhance the sale of lots within this subdivision,

several larger lots have been created along Masters' Way which has reduced the total number of lots within this subdivision from

77 to 73.

Current Preliminary Plat

Total Area: 59.556 acres

Totals Lots: 73

Zoning: Residential (R-12) and WSP

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

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

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

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

Section One: Lots 10 - 20

Section Two: Lots 21 - 33

Section Three: Lots 34 – 39

Section Four: Lot 47

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

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

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

RECOMMENDATION: By motion, accept the recommendation of the Planning
Commission and approve the 31-Lot Preliminary Subdivision Plat
with the following modification:

1. Modification of the curb, gutter and sidewalk installation.

Date: 2/25/20

Planning Director

Dato

City Manager

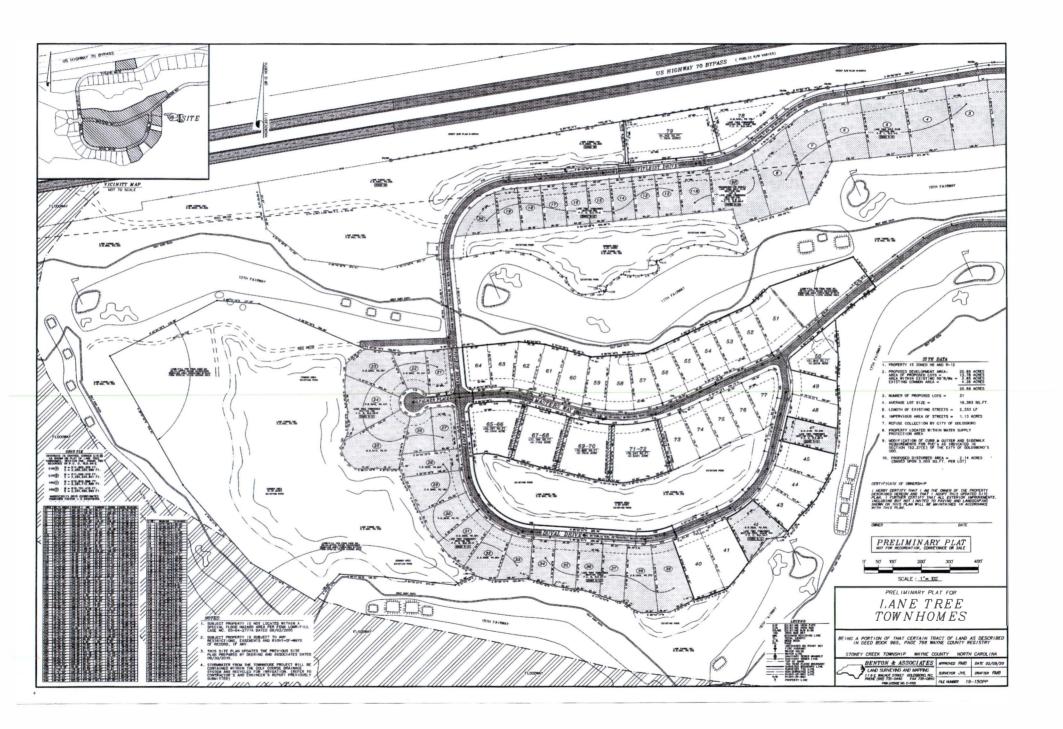


PRELIMINARY SUBDIVISION REQUEST

CASE NO.: S-2-20

APPLICANT: LANE TREE FARMS, INC.
OWNER: WILLIAM LANE

OWNER: WILLIAM LANE PIN #: 2690-50-6780 LOCATION: MASTERS WAY 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 jo sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT: SITE-1-20 - Chick-Fil-A

(Site Improvements, Building Addition and Parking Modification)

BACKGROUND: Subject property is located on the north side of Berkeley

Boulevard between Parkway Drive and Hill Drive Circle

1201 N. Berkeley Boulevard

Frontage: 175 ft.

Depth: <u>+</u> 214.5 ft.

Area: 42,583 sq. ft. or 0.97 acres

Zoning: Shopping Center (SC)

<u>Existing use</u>: The property is currently occupied by a Chick-Fil-A fast-food restaurant. Site plan approval was granted by City

Council in July of 2005.

DISCUSSION:

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

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

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

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

Employees: 18

<u>Access</u>: The site is served by two existing 24 ft. wide curb cuts from a private access drive off N. Berkeley Boulevard leading to the rear of the Berkeley Commons Shopping Center.

<u>Parking</u>: As previously stated, the site plan was initially approved by City Council in 2005. A total of 53 parking spaces were provided and required based on 1 space per 3 seats plus 1 space per employee.

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

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

No other changes to the site are proposed or required.

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

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

RECOMMENDATION: By motion, accept the recommendation of the Planning

Commission and approve the Site and Landscape Plan with the following modification:

1. Modification of the City parking requirement from 52 parking spaces to 40 parking spaces.

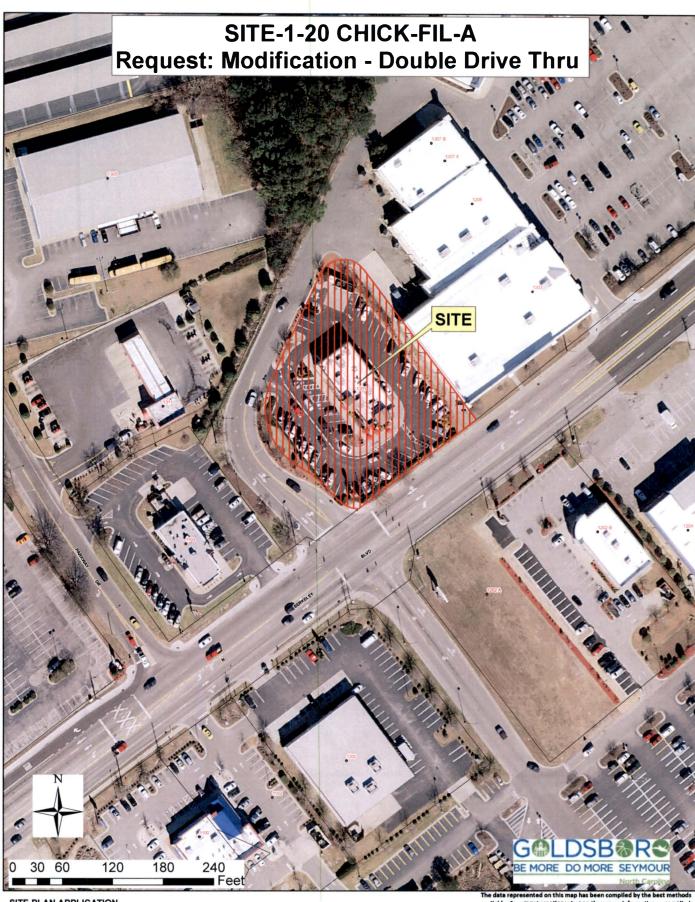
Date:

2/25/20

Date:

Planning Director

City Manager



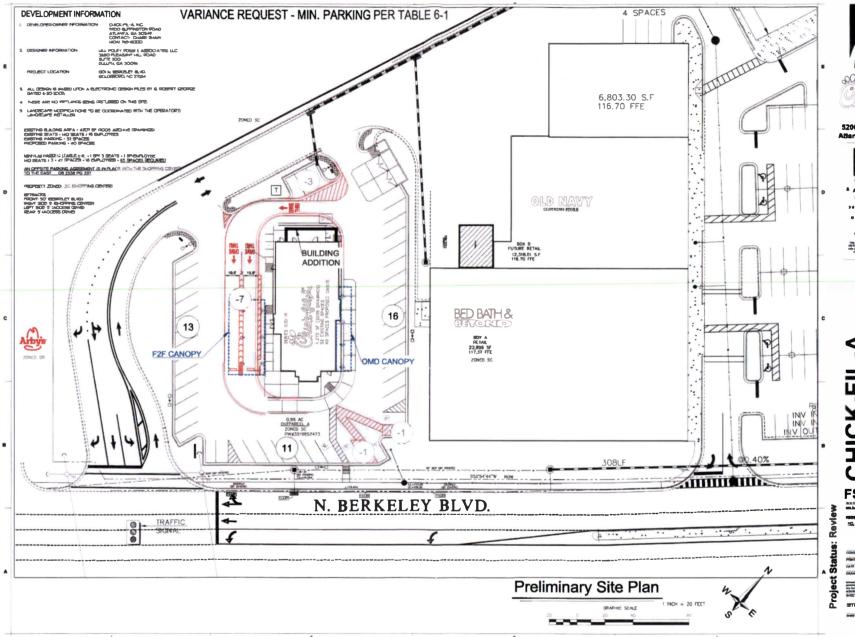
SITE PLAN APPLICATION

CASE NO.: SITE-1-20
APPLICANT: CHICK-FIL-A
PIN #: 3519-85-2473

LOCATION: 1201 N. BERKELEY BLVD.

PROPOSED USE: REQUEST FOR DOUBLE DRIVE-THRU

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Chick-fil-A 5200 Buffington Road Atlanta, Georgia 30349



ARCHITECTURE ENGINEERING

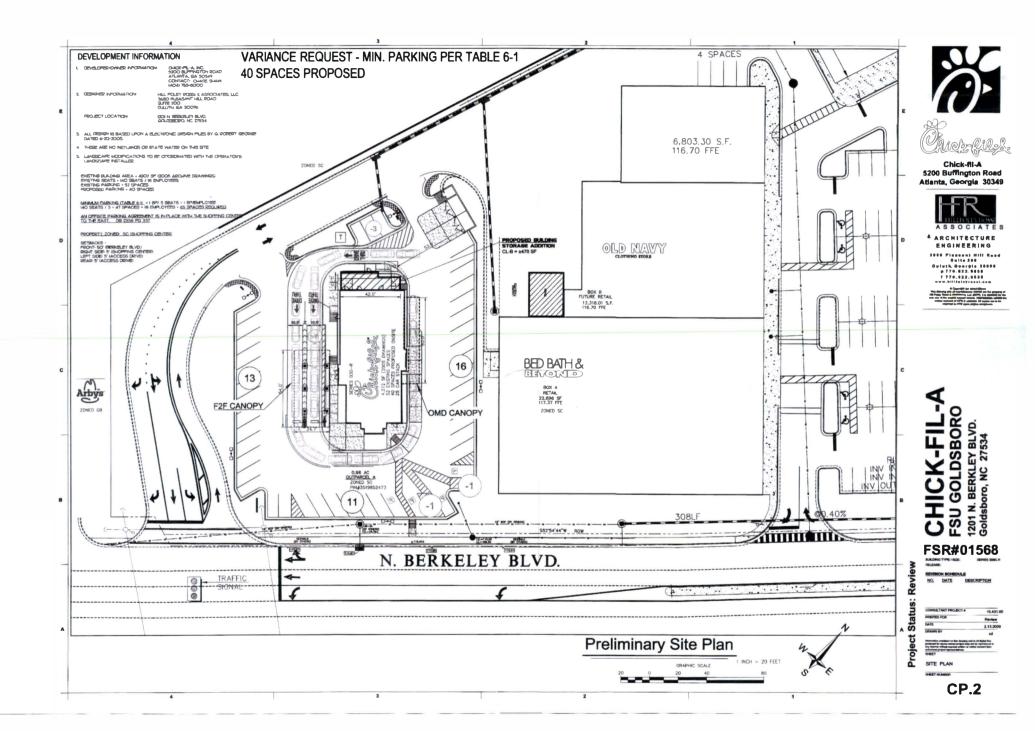
2636 Ploanast Will Road Suite 285 Guinth, Suorgin 20096 p 776.522.9838 r 779.522.9838 cumhiffoloyreel.tom

CHICK-FIL-/ FSU GOLDSBORO 1201 N. BERKLEY BLVD. Goldsboro, NC 27534

FSR#01568

STE PLAN

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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT: SITE-3-20 Site and Landscape Plan – Randy Gray (Retail Sales)

BACKGROUND: The property is located on the northeast corner of North Berkeley Boulevard and East New Hope Road.

Frontage: 300 ft. (Berkeley Boulevard)

398 ft. (East New Hope Road)

Area: 1.297 Acres

Zoning: General Business Conditional District

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

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

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

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

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

DISCUSSION:

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

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

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

No other changes to the parking or landscaping are proposed.

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

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans with the following previously-approved modification:

1. Modification of street tree and vehicular surface buffer requirement to allow existing plant material to serve in those capacities.

Date: 2/25/20

Planning Director

Date

City Manager

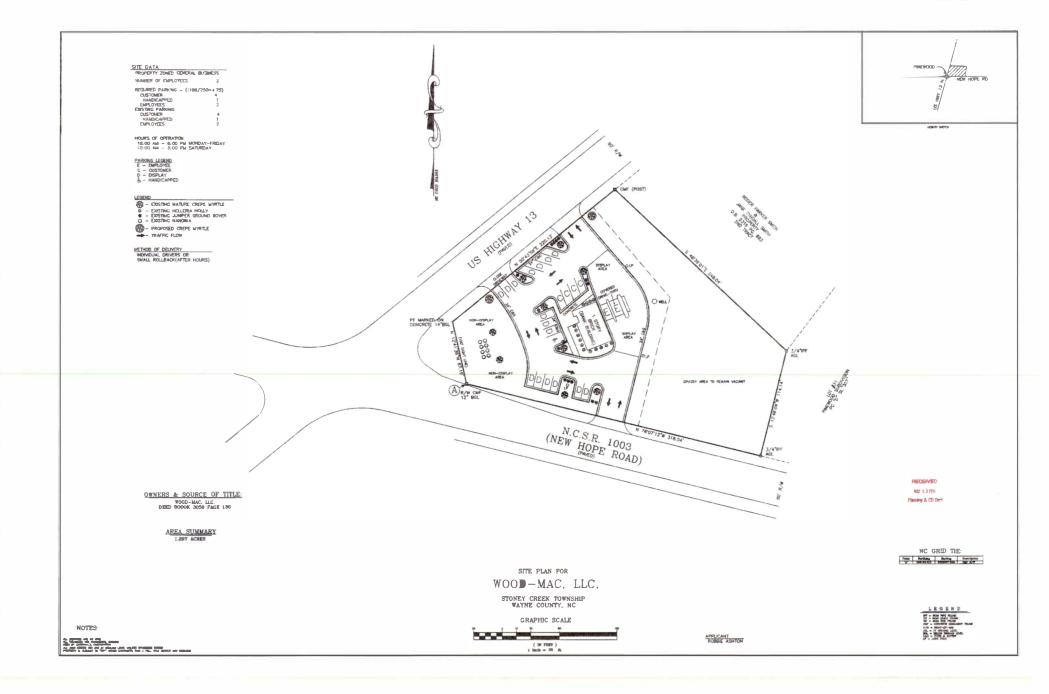


SITE PLAN APPLICATION

CASE NO.: SITE-3-20 APPLICANT: RANDY GRAY 3529-28-1260

PROPOSED USE: GIFT SHOP AND CBD SALES

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CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT:

Setting Public Hearing

Non-contiguous Annexation Request – Renu Life Extended, Inc. (Located on the northeast side of Windsor Creek Parkway between Wilshire Way and Wayne Memorial

Drive) approximately 4.52 Acres

BACKGROUND:

The City Council, at their meeting on February 17, 2020, requested that the City Clerk examine the subject annexation petition for sufficiency. The City Clerk has completed the examination and has determined that the petition is sufficient. Sufficiency indicates that property is described accurately within 1:10,000 feet and that all

property owners have signed the petition.

DISCUSSION:

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

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

on that date.

RECOMMENDATION:

By motion, schedule a public hearing for the proposed annexation of Renu Life Extended, Inc. property for April 20, 2020.

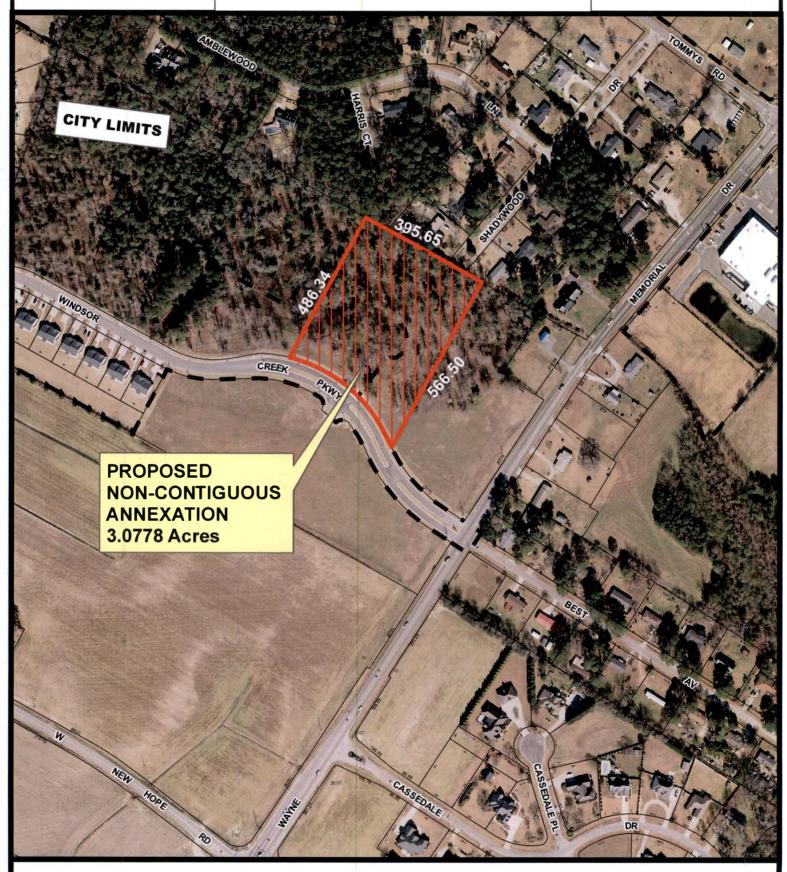
Date: 2/25/20

Planning Director

Date:

City Manager

NON-CONTIGUOUS ANNEXATION RENU LIFE





300 150 0

300 Feet



NOTICE OF PUBLIC HEARING

ANNEXATION OF NONCONTIGUOUS PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

Notice is hereby given that, in compliance with Section 160A-58.2 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Monday, April 20, 2020 at 7:00** p. m. relative to the annexation of the real noncontiguous property hereinafter described to the City of Goldsboro.

At this public hearing, all persons owning property in the area proposed to be annexed who allege error in the Petition for Annexation filed in this matter, as well as residents of the City of Goldsboro who question the necessity for annexation, will be given an opportunity to be heard along with the proponents of such annexation. The description of the area proposed to be annexed is as follows:

Renu-Life Extended, Inc. Annexation

Being a parcel of land in Stoney Creek Township, Wayne County, North Carolina and being bounded on the east and south by the lands of Landvest Development and the north Paula Tilghman, William Harris and Arturo Gonzalez and being more particularly described as follows:

Beginning at an existing iron rod located on the northern right-of-way line of Windsor Creek Parkway, the southeastern most corner of the RENU LIFE EXTENDED, INC. property as recorded in Deed Book 3448, Page 529 Wayne County Registry, said iron rod having a NAD83(2011) grid coordinate of N=606,818.919 FT., E=2,315,108.492 FT.; thence from said point of beginning running along the northern right-of-way line of Windsor Creek Parkway, a curve to the right, having a radius of 462.50 feet, a delta angle of 04°08'28" and a chord bearing and distance of N 25°51'16"W 33.42 feet, an arc distance of 33.43 feet to an existing iron rod, the point of reverse curvature; thence continuing along said right-of-way line, a curve to the left, having a radius of 485.50 feet, a delta angle of 06°58'54" and a chord bearing and distance of N 27°162' 9"W 59.12 feet, an arc distance of 59.16 feet to an existing iron rod, the point of compound curvature; thence continuing along said right-of-way line a curve to the left, having a radius of 437.50 feet, a delta angle of 14°11'29" and a chord bearing and distance of N 37°51'40"W108.09 feet, an arc distance of 108.36 feet to a point, the southeastern most comer of the City of Goldsboro's annexation area as recorded in Plat Cabinet N, slide 61-H Wayne County Registry; thence leaving the northern right-of-way line of Windsor Creek Parkway and running along the eastern boundary of said annexation, N 36°30'54"E I 09.30 feet to a point, the point of curvature for a curve to the right having a radius of 25.00 feet, a delta angle of 81°59'28" and a chord bearing and distance of N 77°26'04"E 32.80 feet, arc distance of 35.78 feet to a point; thence N 56°04'43"E41.88 feet to a point, the point of curvature for a curve to the right having a radius of 23.00 feet, a delta angle of 52°00'49" and a chord bearing and distance of N 07°54'48"W 20.17 feet, an arc distance of 20.88 feet to a point, the point of reverse curvature for a curve to the left having a radius of 59.99 feet, a delta angle of 80°33'36" and a chord bearing and distance of N 22°10'59"W 77.57 feet, an arc distance of 84.35 feet to a point; thence N51 °31 '34"W 8. 72 feet to a point; thence N 05°18'16"W 25.36 feet to a point; thence N 24°07'46"W 38.40 feet to a point located in the northern boundary of said annexation; thence along the northern boundary of said annexation, N 61 °27'04"W 156.39 feet to a point located in the western line of the RENU LIFE EXTENDED, INC. property as referenced above; thence leaving the northern boundary of said annexation and running along the western line of the RENU LIFE EXTENDED, INC. property, N 28°55'00"E 205.05 feet to an existing iron rod, the northwestern most comer of the

RENU LIFE EXTENDED, INC. property; thence along the northern line of the RENU LIFE EXTENDED, INC. property, S 61 °05'00"E 400.00 feet to an existing iron rod, the northeastern most comer of the RENU LIFE EXTENDED, INC. property; thence along the eastern line of the RENU LIFE EXTENDED, INC. property, S 28°55'00"W 576.53 feet to the point and place of beginning and containing 3.0778 acres more or less. All bearings described above are NAD83 (2011) grid bearings, all distances described above are horizontal ground distances in us survey feet and all coordinates described above are NAD83(2011) grid coordinates.

All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require a sign language interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.

Melissa Capps, City Clerk

Ronald T. Lawrence, City Attorney

PUBLISH: April 2, 2020

CITY OF GOLDSBORO AGENDA MEMORANDUM MARCH 2, 2020 COUNCIL MEETING

SUBJECT:

Agreement between the City of Goldsboro and the North Carolina Department of Transportation for Construction of Sidewalks

BACKGROUND:

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

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

DISCUSSION:

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

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

NCDOT is responsible for preparation of plans, environmental permits, acquiring of right-of-way and construction of the sidewalks. The City is responsible for any relocation and adjustment of City-owned utilities in conflict with the project and upon completion of the

project, the City will assume all maintenance responsibilities for the sidewalk betterments and maintenance responsibilities for Fallin Boulevard.

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

Sidewalk: 6,630 SY @ \$34.58 SY

Cost Share: 30% Total Cost: \$68,775

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

RECOMMENDATION:

By motion, adopt the attached Resolution authorizing the Mayor and City Clerk to execute an Agreement with the North Carolina Department of Transportation for construction of sidewalks and maintenance of Fallin Boulevard within the City under Project U-5724 which is the realignment of Central Heights Road at Berkeley Boulevard.

Date: 2/25/20

Planning Directo

Date:

City Manager

RESOLUTION NO. 2020 -

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SIDEWALKS AND MAINTENANCE OF FALLIN BOULEVARD WITHIN THE CITY UNDER PROJECT U-5724 REALIGNMENT OF CENTRAL HEIGHTS ROAD AT BERKELEY BOULEVARD

WHEREAS, the Department of Transportation and the City have agreed to participate in the construction of sidewalk along the north side of Royall Avenue from North Park Drive to Berkeley Boulevard; the north side of Central Heights Road from Berkeley Boulevard to Fallin Boulevard; both sides of Fallin Boulevard from Berkeley Boulevard to Central Heights Road; and both sides of Oak Forest Road from Central Heights Road to Gateway Drive; and

WHEREAS, the NCDOT shall be responsible for the preparation of sidewalk design and project plans, acquisition of any required right-of-way, and construction of the project; and

WHEREAS, the City shall participate in the sidewalk betterment at a cost share of 30% (\$68,775); and

WHEREAS, the NCDOT shall participate in the sidewalk betterment at a cost share of 70% (\$160,475); and

WHEREAS, the City shall assume all maintenance responsibilities for Fallin Boulevard and the sidewalk betterments.

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

- 1. The Betterment Agreement with NCDOT (WBS Element 54016.3.1), is hereby formally approved; and
- The Mayor and City Clerk are hereby authorized and directed to execute an agreement with the Department of Transportation for the maintenance of Fallin Boulevard and construction of a sidewalks associated with project U-5724; and

3.	full force and effect from and _ day of	after its _, 2020.
	Mayor	
Attested by:		

City Clerk

NORTH CAROLINA

WAYNE COUNTY

TRANSPORTATION IMPROVEMENT PROJECT -MUNICIPAL AGREEMENT WITH BETTERMENTS

DATE: 2/18/2020

NORTH CAROLINA DEPARTMENT OF **TRANSPORTATION**

AND

TIP #: U-5724

WBS Elements: 54016.3.1

CITY OF GOLDSBORO

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Goldsboro, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project 54016.3.1, in Wayne County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of construction on US 13 (Berkley Blvd.) for the realignment of SR 1709 (Central Heights Road).

2. At the request of the Municipality, and in accordance with the Department's Pedestrian Policy Guidelines and Complete Streets Policy, the Department shall include provisions in its construction contract for the construction of sidewalk betterments along the following areas: the north side of SR 1560 (Royall Ave) from North Park Drive to US 13 (Berkley Blvd); the north side of SR 1709 (Central Heights Road) from US 13 to Fallin Blvd; both sides of Fallin Blvd from US 13 to SR 1709; and along both sides of SR 1711 (Oak Forest Road) from SR 1709 to Gateway Drive. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

- 4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
- 5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the Department agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms. The Municipality shall reimburse the Department all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

- 8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, and shall be a part of the State Highway System maintained by the Department.
 - B. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for Fallin Blvd. and the betterments; and release the Department from all liability relating to such maintenance.

BETTERMENTS COSTS AND FUNDING

- 9. The Municipality shall participate in the Betterment costs of the Project as follows:
 - A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department thirty percent (30%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. The Department shall participate in seventy percent (70%) of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$229,250. The estimated cost to the Municipality is \$68,775. Both parties understand that this is an estimated cost and is subject to change.

- B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement
- D. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- E. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

- 10. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 11. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
- 12. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

- 14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- 15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- 16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
- 17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

_	s been executed, in duplicate, the day and year ent and the Municipality by authority duly given.
L.S. ATTEST:	CITY OF GOLDSBORO
BY:	BY:
TITLE:	TITLE:
DATE:	DATE:
Employee of any gift from anyone with a contribusiness with the State. By execution of any	rohibit the offer to, or acceptance by, any State ract with the State, or from any person seeking to do response in this procurement, you attest, for your entire t you are not aware that any such gift has been offered, our organization.
	This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
(SEAL)	BY:(FINANCE OFFICER)
	Federal Tax Identification Number
	Remittance Address: City of Goldsboro
	DEPARTMENT OF TRANSPORTATION
	BY:(CHIEF ENGINEER)

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____

DATE: _____



City of Goldshoro

N.O. Brawer A North Carolina 27533-9701

North Carolina 811 Safe Digging Month Proclamation

WHEREAS, As utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education celebrates its 42nd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS, This unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, This vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS, In 2019, the North Carolina one call system received 2.2 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

NOW, THEREFORE, BE IT RESOLVED, That the City of Goldsboro has designated the month of April 2020 as "North Carolina 811 Safe Digging Month" and encourages all excavators and homeowners to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro,

North Carolina, this 2nd day of March, 2020.

Chuck Allen Mayor