

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 3, 2019**



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

I. ADOPTION OF THE AGENDA

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

- a. Censure Hearing Procedure Discussion (City Attorney)
- b. Boards and Commissions Discussion (City Clerk)

NEW BUSINESS

- c. Scheduling Budget Work Sessions (City Manager)

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

Invocation (Pastor Marvin Alexander, New Spirit Church)
Pledge of Allegiance

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A. Minutes of the Work Session and Regular Meeting of April 15, 2019

VI. PRESENTATIONS

- B. Mayor's Youth Council Senior Presentations (Community Relations)
- C. MPI Community Mentoring Program
- D. National Donut Day Proclamation
- E. Summer Learning Week Proclamation

VII. PUBLIC HEARINGS

- F. Public Hearing on FY2019-2020 Annual Operating Budget (Finance)

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

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

- G. Authorization of sale of real property under G.S. §160A-266, § 160A-270(c) (Public auction process) (Finance)
- H. Audit Services for Fiscal Year Ending June 30, 2018 – Amended (Finance)
- I. Municipal Ordinance for State Highway System Street (Engineering)
- J. Change Order – Phase IV Sewer Collection Rehabilitation Formal Bid No. 2018-004 (Engineering)
- K. Bid Award to Wayne Roofing and Sheet Metal for Water Treatment Plant Roof Repairs Project – Hurricane Florence Final Repairs Project (Public Utilities)
- L. Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corps of Engineers for the Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment (Public Utilities)

- M. Contract Award for Phase II of the Design-Build Services for the Construction of Center Street Streetscape Phase III Project (Formal Bid 2018-001) (Downtown Development)
- N. Z-10-19 – Chandu R. Patel- Subject property is located on the west side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway (Planning)
- O. CU-6-19 – (Penske) Subject property located on the North side of W. US 70 HWY. between Hargrove and Nevels Street (Planning)
- P. CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive (Planning)
- Q. SITE-5-19 Site and Landscape Plans- Rashed LLC. (Convenient Mart Proposed Canopy and Gas Pumps) (Planning)
- R. SITE-8-19 Timmons Group LLC - (Wayne Community College Automotive and Collision Repair Building and Parking Lot Modifications) (Planning)
- S. Addition to the City of Goldsboro Code of Ordinances Pertaining to Golf Carts in the City (City Attorney)
- T. Adoption of a Resolution in Support of Senate Bill 377, the Military Base Protection Act (City Manager)
- U. Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina (City Manager)

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

- V. Goldsboro-Wayne County Feature Story on Season 3 of the History Channel's Show, "It's How You Get There" (Travel and Tourism)-**Revised**

XI. CITY MANAGER'S REPORT

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XIII. CLOSED SESSION

XIV. ADJOURN

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
APRIL 15, 2019

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on April 15, 2019 with attendance as follows:

Present:

- Mayor Chuck Allen, Presiding
- Mayor Pro Tem Bill Broadaway
- Councilmember Antonio Williams
- Councilmember Mark Stevens
- Councilmember Bevan Foster
- Councilmember David Ham
- Councilmember Gene Aycock
- Ron Lawrence, Attorney
- Randy Guthrie, Interim City Manager
- Melissa Capps, City Clerk
- LaToya Henry, Public Information Officer
- Octavius Murphy, Assistant to the City Manager
- Jennifer Collins, Planning Director
- Mike West, Chief West
- Scott Williams, IT Director
- Felicia Brown, Interim P&R Director
- Mike Wagner, Deputy Public Works Director – Utilities
- Rick Fletcher, Public Works Director
- Ashlin Glatthar, Travel & Tourism Director
- Joe Dixon, Fire Chief
- Allen Anderson, Chief Building Inspector
- Bernadette Dove, HR Director
- Shycole Simpson-Carter, Community Relations Director
- Catherine Gwynn, Finance Director
- Marty Anderson, City Engineer
- Scott Satterfield, Business & Property Development Specialist
- Stephanie Slusser, Interim Paramount Theatre Director (arrived at 5:26 p.m.)
- Adam Twiss, Incoming Paramount Theatre and Event Center Director (arrived at 5:26 p.m.)
- Ken Conners, News Director-Curtis Media Group East
- Eddie Fitzgerald, News Argus Reporter
- Keyon Carter, Citizen
- Lonnie Casey, Citizen
- Bobby Mathis, Citizen
- Della Mathis, Citizen
- Carl Martin, Citizen
- Shirley Edwards, Citizen
- Yvonnia Moore, Citizen
- Sylvia Barnes, Citizen
- Myelle Thompson, Citizen (arrived at 6:00 p.m.)

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

Adoption of the Agenda. Mayor Allen requested the Proclamation Honoring the Life of Dorothy Cotton be moved up to Presentations. Councilmember Foster requested bus shelters and Dillard Track be added to Old Business. Attorney Ron Lawrence requested to add Investigative Report to Old Business. Councilmember Williams stated he would like to comment on the minutes, initially we had talked about Ms. Francine Smith, I said she had got appointed to the board and we in turn we voted and put someone else on the board, when she was approved at the retreat and she had been approved at the Historical Board. Councilmember Williams stated that is a mix up and

we need to do something about it. Mayor Allen asked that under new business add Status of Ms. Francine Smith. Councilmember Ham asked that stage use for Center Street jams be added as well.

Upon motion of Councilmember Aycock, seconded by Councilmember Stevens and unanimously carried, Council adopted the agenda.

Keys to Healing Donation Request. Mr. Randy Guthrie shared information regarding a request we received from Keys to Healing's Hug and Love event proposed to be held on Saturday, July 13, 2019. Keys to Healing is requesting assistance with the event. The total cost for the event is estimated at \$42,130.

Councilmember Williams asked that Council hold this request for two weeks and invite Keys to Healing to a meeting to make a presentation. Council agreed and deferred action on the request.

Bus Shelters. Councilmember Foster stated he received the number of riders at each location and understand their policy. As a City, I believe we need to have shelters in certain places regardless of the number of riders. When you are standing there for the bus, you do not want to stand in the rain. Mayor Allen requested staff to look at what monies are available for funding additional bus shelters and report back on May 6th Council Meeting.

Dillard Track. Councilmember Foster requested to look at the contract that stated the city was responsible for maintaining the track. Mayor Allen stated we do have an agreement with the school system to use their fields and maintain them.

Investigative Report – City Attorney. Attorney Ron Lawrence stated we had an issue that was brought up and an investigation was done. The report that was done as a result of that, if Council wants to review that, I feel like the process necessary to proceed in that manner, you will need to go into closed session, review the report and then return the report to me. In my opinion, it is a personnel record and as a result of that it is not subject to being released.

Mayor Allen stated I do not see how we can do anything without seeing the document. Attorney Lawrence stated he would suggest a special session. Mayor Allen asked if Council was ok with the city clerk getting a consensus of when Council could meet, Council agreed.

Councilmember Williams stated I did not have an opportunity to speak. Councilmember Williams stated I do not see why I need to see it, based on the investigation being a biased investigation. No one went and got the proper documentation they should have gotten. The attorney basically told untruths, did not do her job properly, so it will be just a waste of my time to even come to a meeting like that, a closed session.

Mayor Allen stated we will leave that up to you.

Discussion on Creating an Ordinance to Allow the Use of Golf Carts on Public Streets Using State Guidelines and Charging a Fee of \$25 per Year. Councilmember Aycock shared he received a request from a citizen to allow golf carts to be ridden in neighborhoods so that they might ride their grandkids around within the neighborhood or subdivision. Councilmember Aycock suggested we look at state guidelines established in 2010. A copy was provided to Council. Attorney Lawrence also provided copies of sample ordinances from other municipalities.

Councilmember Foster stated we have an ordinance regarding motorcycles, scooters, or any toy vehicle being restricted in the city limits. We are going to open it up for golf carts, I have guys in my neighborhood that ride motorcycles. We have to open it up to kids driving go-karts, lots of area for poor people.

Council discussed and Mayor Allen asked everyone to look at it to discuss at a future meeting.

Francine Smith – Historic District Commission Appointments. Council discussed and Councilmember Williams stated he would like some clarity on this issue.

Councilmember Foster stated he has had some trouble making the Recreation Advisory Commission meetings due to work schedules and I have noticed in emails other members have too. Do we need to change that time so that people can be available? If it's at 12 most people work.

Ms. Felicia Brown shared at the last meeting, members discussed meeting times. Mayor Allen suggested they put it on the next agenda for Recreation Advisory Committee to discuss and move time if needed.

Stage Rental. Councilmember Ham made a motion to allow the DGDC to use the stage at no cost for Center Street Jams. The motion was seconded by Mayor Pro Tem Broadway. Council discussed. Councilmember Foster stated if they can use it for free because they are a 501 3 (c), then all 501 3 (c)'s should be able to use it for free. Mayor Allen called for a vote. Councilmembers Ham and Mayor Pro Tem Broadway voted in favor of the motion. Mayor Allen, Councilmembers Williams, Stevens, Foster and Aycock voted against the motion. Mayor Allen stated motion failed 2:5.

Council discussed the DGDC relationship with the city, cost to setup and use of the stage. Council also discussed selling the stage to DGDC.

Councilmember Williams made a motion to allow all 501 3 (c)'s to use the stage. Councilmember Stevens amended the motion to rent to all 501 3 (c)'s at half of the cost of \$350.

Councilmember Aycock made a motion to rent the stage to 501 3 (c)'s for a set price, a set-up cost as recommended by staff. Mayor Pro Tem Broadway seconded the motion. Mayor Allen, Mayor Pro Tem Broadway, Councilmembers Stevens, Aycock and Ham voted in favor of the motion. Councilmembers Williams, Foster, and Ham voted against the motion. Mayor Allen stated the motion passed 4:3.

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

Item M. Informal Bid Request #2019 –003 Abatement and Demolition of Condemned Residential Properties. Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council added 107 Virginia Street (which recently burned) to the list for abatement and demolition of condemned properties.

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

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on April 15, 2019 with attendance as follows:

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

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

Pastor Ronald Miller with St. James AME Zion Church provided the invocation. The Pledge to the Flag followed.

Approval of Minutes. Councilmember Aycock made a motion to approve the Minutes of the Work Session and Regular Meeting of February 18, 2019 as submitted. Mayor Pro Tem Broadaway seconded the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Aycock and Ham voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion carried 5:2.

Run for the Wall. Mr. Gary Whaley shared information regarding the Run for the Wall and invited Council to attend a luncheon on Thursday, May 23rd at The First Church, located at 1100 The 1st Church Road, around 11:40 a.m.

Resolution Expressing Appreciation for Services Rendered by Kathy Gwaltney as an Employee of the City of Goldsboro for More Than 16 Years. Resolution Adopted. Kathy Gwaltney retires on May 1, 2019 as a Permit Technician in the Inspections Department of the City of Goldsboro with more than 16 years of service. Kathy began her career with the City of Goldsboro on October 16, 2002 as an Office Assistant II (Permit Clerk) with the Inspections Department. Kathy's position was reclassified as a Permit Technician on January 1, 2016 where she has served until her retirement. Kathy has proven herself to be a dedicated and efficient public servant who has gained the admiration and respect of her fellow workers and the citizens of the City of Goldsboro. The Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Kathy their deep appreciation and gratitude for the service rendered by her to the City over the years. We express our deep appreciation and gratitude to Kathy for the dedicated service rendered during her tenure with the City of Goldsboro and offer her our very best wishes for success, happiness, prosperity and good health in her future endeavors.

Mayor Allen presented Kathy with a framed copy of the Resolution. Mr. Allen Anderson thanked Kathy for her assistance, hard work and dedication.

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

RESOLUTION NO. 2019-23 "RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY KATHY GWALTNEY AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 16 YEARS"

National Day of Prayer Proclamation. Mayor Allen proclaimed Thursday, May 2, 2019 as "A NATIONAL DAY OF PRAYER" in observance of the National Day of Prayer in the City of Goldsboro, North Carolina, and commended this observance to our citizens.

Mayor Allen presented a framed copy of the proclamation to Captain Stokes and Pastor Sexton.

Relay for Life Month Proclamation. Mayor Allen proclaimed the month of May as "Relay for Life Month" in the City of Goldsboro, North Carolina, and urged all citizens to show their support for the American Cancer's Society annual RELAY FOR LIFE, to be held May 17, 2019, by wearing their Relay for Life T-shirts to work on Friday, May 3rd, participating in Survivor Sunday on May 5th and by displaying their purple ribbons in support of "Show Your Purple Week" the entire week prior to the Relay event.

Mayor Allen presented a framed copy of the proclamation to Ms. Brenda Robinson.

Proclamation Honoring the Life of Dorothy Cotton. Mayor Allen stated the members of the Dorothy Cotton Jubilee Singers will be honoring her legacy in the town

of her birth and are planning a memorial celebration in her honor on Sunday, May 12th, 2019. Mayor Allen respectfully honored the memory of Dorothy Foreman Cotton for the contributions she made to the civil rights movement.

Mayor Allen presented a framed copy of the Proclamation to members of Ms. Cotton's family.

Mayor Allen asked to be recused from CU-02-19 JBA Properties, LLC – West side of Arrington Bridge Road between Westbrook Road and Pecan Road. Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried Council recused Mayor Allen.

Mayor Allen left the room at 7:35 p.m.

CU-02-19 JBA Properties, LLC – West side of Arrington Bridge Road between Westbrook Road and Pecan Road. Public Hearing Held. The applicant requests a Conditional Use Permit to allow a concrete recycling business with outdoor storage within the I-2 General Industry zoning district. Recycling of metal, paper and other materials is a permitted use in the I-2 zoning district only after the issuance of a Conditional Use Permit approved by City Council.

Total Area: 150.32 acres
Zoning: I-2 General Industry

As previously stated, the applicant proposes to operate a concrete recycling business with outside storage. The submitted site plan indicates that applicant intends to use approximately 9 acres of the property for the concrete recycling business.

Hours of operation: 8:00 am to 5:00 pm Monday through Friday
No. of Employees: 1-2

The submitted site plan indicates a 50 ft. wide paved access drive extending from Arrington Bridge Road 120 ft. to a gated entrance.

According to the Unified Development Ordinance, 1 parking space per employee and 5 customer parking spaces are required for the recycling business. Applicant is requesting a modification of the City's parking requirements since heavy commercial trucking operations will involve hauling and delivery of recyclable materials. Members of the public will not be allowed to conduct business at the site.

Existing vegetation surrounding the site satisfies the City's landscape requirements for the proposed use. In addition, the applicant proposes to provide a landscape berm along the frontage of the property to satisfy street tree requirements and for screening requirements needed for outdoor storage. Material stored within the identified outdoor storage area will not be stacked higher than the landscape berm and/or be visible from the public right-of-way.

Subject property is located in a Special Flood Hazard Area known as the 100-year floodplain. Applicant will be required to complete a Floodplain Development Permit application in accordance with City Engineering requirements.

Mayor Pro Tem Broadway opened the public hearing. The following people spoke after being properly sworn in:

1. Carl Martin stated my concerns regarding JBA Properties, LLC for approval from City Council for a conditional use permit to allow a concrete recycling business with outside storage on Arrington Bridge Road between Westbrook and Pecan Road, there is not information in the request on how the stored concrete will be recycled and will the recycling involve the crushing of concrete and if so to what extent. Where will the concrete for recycling come from? Will it include old buildings or old slabs of highway concrete with lead paint and other known or not yet known toxins and contaminants? Initially it will be a small operation and will

only use approximately 9 acres; however, the total area requested to be rezoned will be allowed for a small operation to grow and expand to over 150 acres of land. This is a special flood hazard zone that leads up to the main water supply for the City of Goldsboro, Seymour Johnson Air Force Base and Wayne County. If the recycling involves crushing of concrete it will result in continuous long-term lead and concrete contamination to the air we breathe, our land and also our water supply. The recycled concrete will have to be hauled to a location on heavily weighed vehicles that will increase our driving hazards and hasten the deterioration of city streets and roads they will be using especially if and when the operation decides to expand. Based on these reasons I am opposed to this request for a conditional use permit.

2. Trey Taylor stated I am an attorney here in town with Warren, Kerr, Walston, Taylor and Smith. I am representing JBA Properties, LLC which owns this property. Several points I would like to make, first I did receive an email from Mr. David Weil, his family owns about 18 acres across Arrington Bridge Road, west of this property, that is being requested for a conditional use permit and he says his family has owned the land for over 50 years and he says we have no objection to the approval we consider the proposed use to be appropriate for this area and for this property. This property does have a permit from the Department of Environment and Natural Resources to operate the facility there and of course to obtain that permit the property owner has to comply with federal and state water quality laws and erosion and sedimentation control rules and regulations. The flood plain development permit as I understand it, has actually been issued so the property is in compliance with floodplain rules. I'm not aware of any neighbors having complained about the operations. It will be a concrete crushing facility, it will have a dust suppression system and all necessary equipment in place as required by state permit in order to be a good neighbor and not contaminate the air, the ground, the water and provide the necessary safeguards for the general public in this operation as you heard this is a permitted use in this industrial zone. We are talking about 9 acres out of 150 acres for the conditional use permit not the entire 150 acres. There is a gated entrance. It will prevent the general public from coming in. This operation is not for the general public to bring whatever they want out there, it is restricted access. There will be a landscape berm to conceal all the materials stockpiled there briefly while it is waiting to be crushed and the material should not be stockpiled higher than the berm. The objections as I understand them, were pretty much speculation. Don't have the information on what is going to be recycled, well it is going to be concrete that is going to be crushed there and these days everything that can be recycled is not disposed of improperly but is provided for a new use and so this recycled concrete does not wind up in the wrong place, the landfill or wherever. By federal and state laws and regulations they cannot take in concrete that has toxins, or asbestos or materials that cannot be crushed at eh facility, so they are not asking for any waiver of environmental laws. They speculate that the owner will come back and ask for all 150 acres be rezoned and some massive concrete construction crushing place be installed there in the future, again there is no reason to deny the permit for the 9 acres today. If they were to grow they would have to come back and ask for your approval. Again this facility will have to comply with all laws to prevent the contamination of air, ground and water. Any business that opens in Goldsboro involves people driving to it. Some businesses involve trucks, they pay a lot taxes, diesel taxes to help maintain the streets. To speculate this operation is going to somehow result in terrible deterioration of the streets is unfounded and does not justify the denial of this conditional use permit. This will be a good neighbor, has been a good neighbor, will continue to be a good neighbor and will comply with all applicable federal and state laws, especially those regarding the environment.

Councilmember Stevens asked what were some of the uses for the recycled concrete. Attorney Taylor stated I do not know all of them but building roads primarily.

Councilmember Williams stated all concrete has silica in it and expressed a concern regarding the concrete dust. Silica is cancer causing, there are some health issues. Attorney Taylor stated the facility would be equipped with a dust suppression system which includes water suppression system and my understanding in order to get the state permit from the Department of Natural Resources, they had to show the equipment would prevent the dust and particles from being released into the air.

Councilmember Williams asked if someone on a regular basis that everything is being handles properly. Attorney Taylor stated as I understand it they do not come back out unless there is a complaint.

Councilmember Foster stated so no one is monitoring the concrete coming in. Attorney Taylor stated it is monitored two ways. The employees monitor it, they do not accept it until they know where it comes from. The people bringing the concrete, if it is a demolition, they have to obtain permits.

Councilmember Foster stated the safeguards you claim are not there and I would like to see better safeguards.

Attorney Taylor stated they have all the equipment required by the state and safeguards that are required.

No action necessary. The Planning Commission will have a recommendation for the Council’s meeting on May 6, 2019.

Mayor Allen returned at 7:54 p.m.

Z-06-19 Russell G. Spence Jr. – South side of Carriage Road between Surry Drive and E. Ash Street/US 70 HWY. Public Hearing Held. The applicant requests the rezoning of two lots from R-20 (Residential) to General Business (GB). Applicant owns property directly east of the subject property and is currently zoned General Business (GB).

Lot 1:
Frontage: 90 ft. (Carriage Rd.)
Area: 20,276 sq. ft., or 0.46 acres

Lot 2:
Frontage: 90 ft. (Carriage Rd.)
Area: 20,276 sq. ft., or 0.46 acres

Surrounding Zoning:
North: General Business (GB); General Business RM-NC;
R-20 Residential RM-NC;
South: General Business (GB); R-20A Residential / Agriculture
RM-NC;
East: General Business (GB); and
West: R-20 (Residential)

The two lots are currently vacant and undeveloped.

As previously stated, the applicant is requesting a zoning change from R-20 (Residential) to General Business (GB).

Currently, the applicant is in the process of selling commercial property once operated as an outdoor equipment sales and service center and more formerly known as Spence Equipment Sales and Service Company.

The applicant was unaware that two of the six lots for sale were zoned residential. The owner intends to recombine all lots into one lot for commercial sale and development.

The City’s Comprehensive Land Use Plan recommends Low Density residential 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 65-70 day-night average sound level (DNL) noise zone. Base officials have been notified of the rezoning request.

Mayor Allen 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 May 6, 2019.

Z-07-19 Lonnie W. Glaspie, Jr. – West side of US 117 Bypass between Canal Street and Sunny South Street. Public Hearing Held. The applicant requests the rezoning from R-6 (Residential) to O&I-1 (Office and Institutional).

Frontage: 100 ft. (Canal Street)
Area: 10,972 sq. ft., or 0.25 acres
Zoning: R-6 (Residential)

Surrounding Zoning:

North: R-6 (Residential);
South: R-6 (Residential);
East: SC (Shopping Center); and
West: R-6 (Residential); O&I-1 (Office and Institutional)

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

As previously stated, the applicant is requesting a zoning change from R-6 (Residential) to O&I-1 (Office and Institutional). Applicant intends to develop the property for office-use only.

If property is rezoned, site and landscape plans will be required and approved by City Council. In addition, the existing structure will be required to meet state commercial building codes.

The City’s Comprehensive Land Use Plan recommends Industrial development for the property.

City water and sewer are available to serve the property. Subject property is located in a Special Flood Hazard Area known as the 500-year floodplain.

Mayor Allen opened the public hearing. The following people spoke:

1. Valarie Hall spoke against the rezoning request.
2. Lonnie Glaspie spoke in favor of the request.

No one else spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council’s meeting on May 6, 2019.

Z-08-19 Lane Tree Villas – Southwest corner of Salem Church Road and US 70 Bypass. Public Hearing Held. Applicant requests a zoning change from Highway Business to R-12 Residential Conditional District in conjunction with a Conditional Use Permit to allow for a 24-Lot Planned Unit Development (PUD).

Frontage: 301 ft. (Salem Church Road)
Frontage: 2,400 ft. (US 70 Bypass)

Total Area: 11.45 acres

Surrounding Zoning:

North:	R-20 and General Business
South:	R-16 and Highway Business
East:	R-16 Residential
West:	R-16 Residential

The property was recently rezoned from R-16 to Highway Business by City Council in 2018. At that time the applicant had indicated his desire to develop the property just north of Titleist Drive for duplexes which is permitted within the Highway Business zone.

The property is located within the City's extraterritorial jurisdiction (ETJ) and is currently vacant.

The applicant now proposes a 24-Lot Planned Unit Development, which is not permitted within the Highway Business zone. Planned Unit Developments are a permitted use within all Residential Zoning Districts with the approval of a Conditional Use Permit by City Council.

The City's adopted Land Use Plan designates this property for Industrial use.

The preliminary plat indicates a 24-Lot Planned Unit Development (PUD) based on the R-12 district regulations. PUD design standards allow for the minimum lot size, width and setbacks to be reduced by 40% from the specifications of R-12 zoning district.

Minimum Lot Size: 12,146 sq. ft.

City water is available to serve the property and the developer has the option of extending sewer service to the subject site. The developer indicates sanitary sewer services will be provided by individual septic tanks.

Each lot will have direct access from Titleist Drive which is a 60' public right-of-way however Titleist Drive is privately maintained.

Parking is required at two spaces per unit for the development of townhomes. Adequate parking is provided for each lot.

At least 20% of the total project area shall be reserved as commonly held open space. The preliminary plat reserves 2.99 acres as permanently managed open space.

Street trees are required along Titleist Drive and staff is working with the applicant to ensure landscaping requirements are met per the City's Unified Development Ordinance. At a minimum, each lot shall have one large tree or two small trees in fulfillment of the residential street yard requirements. The applicant is also proposing a 4' high landscape berm adjacent to US 70 Bypass.

Sidewalks are required along Titleist Drive per the City's Subdivision Standards. The applicant is requesting a modification of the sidewalk requirements. Sidewalks have not been constructed within Lane Tree Subdivision as the applicant has been granted previous modifications.

Building elevations have been submitted and townhomes will be constructed of brick veneer and shake siding. Roof will consist of asphalt shingles.

Mayor Allen 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 May 6, 2019.

Planning Commission Excused.

Public Comment Period. Mayor Allen opened the public comment period. No one spoke and the public comment period was closed.

Consent Agenda - Approved as Recommended. Interim City Manager, Randy Guthrie, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Guthrie reminded Council Item M. Informal Bid Request #2019-003 Abatement and Demolition of Condemned Residential Properties was amended to include 107 Virginia Street during the Work Session. Mayor Pro Tem Broadway moved the items on the Consent Agenda, Items J, K, L, M, N and O be approved as recommended by the Interim City Manager and staff. The motion was seconded by Councilmember Aycock and a roll call vote resulted in all members voting in the affirmative. Mayor Allen declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

Approval of Resolution to Request Funding through the State and Federal Loans/Grants. Resolution Adopted. The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water supply/distribution systems.

This spring, DEQ is hosting a funding round for the Clean Water SRF and Drinking Water SRF programs. Applications are due April 30, 2019.

Staff has identified various locations of 2-inch diameter water lines (galvanized) as well as existing asbestos water lines that require replacement.

Staff recommends applying for assistance through DEQ funding for removal and replacement of substandard water lines to increase water pressure, improve water quality, and minimize maintenance at locations identified through field inspections.

Funding requests for the proposed water distribution project requires the adoption of a resolution authorizing the City Manager to execute and file an application on behalf of the City of Goldsboro.

Staff recommended Council adopt the following entitled resolution authorizing the City Manager to execute and file an application on behalf of the City Goldsboro with the State of North Carolina for loans and/or grants for water distribution improvements. Consent Agenda Approval. Broadway/Aycock (7 Ayes)

RESOLUTION NO. 2019-24 RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE DW STATE REVOLVING FUND PROGRAM FOR WATER DISTRIBUTION SYSTEMS

McKim & Creed, Inc. Engineering Services Agreement for City of Goldsboro Wastewater Collection System Modeling. Resolution Adopted. McKim & Creed previously assembled and completed engineering services for the City's wastewater collection system rehabilitation projects.

Staff requested McKim & Creed to provide a proposal to complete a study to evaluate current dry and wet weather flows in the City's wastewater collection system to develop understanding of conveyance deficiencies and to possibly mitigate inflow and infiltration. The objective of this project is to construct a dynamic wastewater collection system model for the City of Goldsboro to assist in this effort.

This project will involve construction of a sewer model of the City of Goldsboro existing collection system, including sewer loading allocations, extended period analysis, model calibration and evaluation of the existing collection system.

The model shall include the primary conveyance pipes and known areas of overflow within the boundary conditions of the 2016 McKim and Creed flow monitoring data set. The general location of those stations are as follows: Ash Street, Oak Street, Westbrook Road, Benton Street, Crump Street, House Street, Olde Farm-Section II, and Highway 117.

Fee Schedule: Lump Sum Fee = \$164,900

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Sanitary Sewer Bond Proceeds.

Staff recommended Council adopt the following entitled resolution authorizing the City Manager to execute an engineering agreement with McKim & Creed for \$164,900.
Consent Agenda Approval. Broadaway/Aycock (7 Ayes)

RESOLUTION NO. 2019-25 “RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND MCKIM & CREED FOR CITY OF GOLDSBORO WASTEWATER COLLECTION SYSTEM MODELING”

Quality Control Inspection Services for Repainting Center/Holly Street Water Storage Tank. Ordinance and Resolution Adopted. The City Council awarded a contract for repainting of the Center/Holly Street water storage tank to Utility Service Company, Inc. on April 1, 2019 for \$1,040,200.

Engineering staff will provide assistance with daily inspections and project management, but will require professional daily inspections for quality control purposes. Staff requested a proposal from Quality Control by Zeke (QC by Zeke) for providing inspection services. The NACE level 3 coating inspection will involve the following:

- Attend the pre-coatings meeting with the City of Goldsboro and Utility Service Company to clearly define the role of inspection services and objectives and to discuss the intent of the Project Specifications.
- Monitor the coatings application for conformance with the Manufacturer's recommendations, good workmanship practices and the Project Specifications.
- Monitor ambient conditions to determine if they are acceptable for surface preparation and/or coatings activities while onsite.
- Monitor surface preparation activities for conformance with the Coating Manufacturer's requirements, good workmanship practices and the Project Specification.
- Inspect the blasting media and blasting equipment to prevent contamination of the tank shell with moisture and oil.
- Take surface profile sample after surface preparation activities.
- Generate Corrective Action Reports (as needed) for deficient items.
- Submit final report containing all daily or hold point inspection reports.

Lump Sum Fees = \$37,500

We have reviewed the financing of this project with the Finance Director and determined that a budget ordinance is required for the \$37,500 required for professional inspection services for the Repainting of Center/Holly Street Water Storage Tank.

It is recommended that the City Council, by motion:

1. Adopt the following entitled ordinance appropriating funds for professional inspection services.
2. Adopt the following entitled resolution authorizing the City Manager to execute a proposal for \$37,500 with QC by Zeke for professional inspection services for the

Repainting of Center/Holly Street Water Storage Tank. Consent Agenda Approval. Broadaway/Aycock (7 Ayes)

ORDINANCE NO. 2019-20 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2018-2019 FISCAL YEAR”

RESOLUTION NO. 2019-26 “RESOLUTION AUTHORIZING THE EXECUTION OF A PROPOSAL FOR PROFESSIONAL INSPECTION SERVICES FOR THE REPAINTING OF CENTER/HOLLY STREET WATER STORAGE TANK”

Informal Bid Request #2019 –003 Abatement and Demolition of Condemned Residential Properties. Approved. On Tuesday, April 9th, 2019, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 16 condemned residential properties listed below:

1. 612 Daisy Street
2. 109 Basil Street
3. 414 S. Slocumb Street
4. 404 Lime Street
5. 904,906,908 Peru Street
6. 307 Whitfield Drive
7. 611 E. Spruce Street
8. 305 N. Kornegay Street
9. 605 Slaughter Street
10. 727 Isler Street
11. 415 N. Carolina Street
12. 307 Beale Street
13. 1907 US Hwy 117 S.
14. 416 Murray Street
15. 415 Beale Street
16. 613 W. Walnut Street

A bid tabulation sheet is available.

The bids have been reviewed by the City’s Inspection Department, checked for accuracy, and found to be in order. The low bid from AK Grading and Demolition, Inc. is being recommended in the amount of \$113,950. The current fiscal year’s budget has sufficient funding for abatement and demolition for these 16 locations.

Staff recommended Council accept the bid of \$113,950 from AK Grading and Demolition, Inc. in the amount of \$113,950 for the abatement and demolition of the condemned residential properties and add 107 Virginia Street to the list for abatement and demolition as discussed in the work session. Consent Agenda Approval. Broadaway/Aycock (7 Ayes)

Use of Existing Enhancement Funds Grant for Union Station Adaptive Reuse Study. Resolution and Ordinance Adopted. On December 15, 2008, the City Council authorized a Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) for the use of Federal Highway Administration (FHWA) Enhancement Fund grant monies for the benefit of Goldsboro Union Station (GUS). This Agreement was executed by both parties May 15, 2009.

NCDOT acquired GUS after it became available in 2006 and a partnership was formed with the City of Goldsboro to rehabilitate it and secure it for future passenger/commuter rail service. Prior to NCDOT conveying the property to the City in April 2009, NCDOT made multiple improvements to the building and site. A site feasibility needs study was conducted in 2008-09 to examine the possibilities of utilizing the building as an impetus for a multi-modal transportation facility. In 2009, an architectural firm was hired to begin the professional services associated with Phase 1 (GUS building and site) of the project. In December 2010, construction bid document drawings were completed. The plan had the building serve as an event center until passenger rail or commuter rail service was

established. Simultaneously, a GWTA study was underway to determine the feasibility and cost effectiveness of a new transfer facility at the GUS property to begin developing the multi-modal facility complex concept. The study found both to be favorable and a 2011 conceptual design phase began utilizing FTA/Bus & Bus Facilities funds the City received in FY 2009. These conceptual plans progressed to construction plans and then construction which was completed in November 2015 due to the 2013 USDOT TIGER grant.

The Municipal Agreement was amended in June 2016 by NCDOT and Goldsboro City Council to adjust the scope and award extra grant funds. This amendment identified eligible expenses based on the new grant category and scope authorized by FHWA.

The City Council authorized city staff to include the necessary local match funds in the City's 2016-17 Budget. Several projects/activities were funded, including street pole banners, a GUS sump pump and GUS driveway paving. A FHWA grant balance of \$79,659.95 remains. Since this grant is an 80% FHWA, 10% NCDOT and 10% City matching grant, there remains \$89,617.44 available. The City's share has been secured through subsequent budgets of which \$9,957.49 remains available.

On January 22, 2019, the City Council authorized staff to partner with the NCDOT Rail Division to utilize these remaining grant monies to employ services to conduct a GUS Adaptive Reuse Study.

The intent of the Study is to explore feasible potential uses for GUS that will provide opportunities for productive reuse that will be more likely to attract funding sources to rehabilitate the historic landmark. The scope of the services involve: planning services; market analysis services; stakeholder and citizen interviews; a findings and recommendation report that identifies feasible projects and addresses uses and financial interests; and, cost estimates.

A Request For Proposal (RFP) document was issued January 23, 2019 to solicit qualified companies to conduct the study. Five responses were submitted February 10, 2019 from the following teams:

- HH Architecture, FR&A Advisors, McAdams, Lynch Mykins and Entech Engineering
- Walter Robbs Callahan & Pierce Architects and Rose & Associates Southeast, Inc.
- Urban Partners and Maurer Architecture
- Clearscapes Architecture, ConsultEcon Inc., Allison Platt & Associates, and Skeo Solutions.
- Benchmark Planning, Dunn & Dalton Architects, Gene Rees, and Davenport.

A selection committee comprised of city staff including Scott Satterfield, Julie Metz, and Ashlin Glatthar, and an NCDOT Rail Division representative, Andy Miller, evaluated the submittals based on disclosed selection criteria. The criteria included: proposed project approach, demonstrated project understanding, experience of proposed personnel, experience with similar projects, demonstrated skills related to similar challenging issues that result in creative yet realistic approaches, evidence and confidence to meet the schedule and references. Three firms were selected to move forward in the process to interview (the last three firms listed above). Interviews were held March 11, 2019 and, based on the performance of these interviews, as well as the content within, the Team with the highest consensus score was the team led by Benchmark.

The agreement between the City of Goldsboro and Benchmark CMR, Inc. covers professional services for the GUS Adaptive Reuse Study at a fixed cost of \$90,000 with the final report scheduled for October 2019.

It is recommended that the City Council adopt:

1. The following entitled resolution authorizing the Mayor to sign an agreement between the City of Goldsboro and Benchmark CMR, Inc. for Goldsboro Union Station Adaptive Reuse Study services.
2. Adopt the following entitled budget ordinance amendment for the General Fund to appropriate expenditures and revenues for the remaining Federal and State grant funds with a local match to close out the Enhancement Grant in the amount of \$99,700. Consent Agenda Approval.
Broadaway/Aycock (7 Ayes)

RESOLUTION NO. 2019-27 “A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF GOLDSBORO AND BENCHMARK CMR, INC. FOR THE UNION STATION ADAPTIVE REUSE STUDY”

ORDINANCE NO. 2019-21 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2018-2019 FISCAL YEAR”

Monthly Reports. Accepted as Information. The various departmental reports for March, 2019 were submitted for the Council’s approval. It was recommended that Council accept the reports as information. Consent Agenda Approval.
Broadaway/Aycock (7 Ayes)

End of Consent Agenda.

City Manager’s Report. No report.

Mayor and Councilmembers’ Reports and Recommendations.

Councilmember Aycock stated no comment.

Councilmember Ham stated no comment.

Councilmember Foster stated no comment.

Councilmember Stevens stated no comment.

Mayor Pro Tem Broadaway stated no comment.

Councilmember Williams stated no comment.

Mayor Allen reminded everyone to wear purple on April 18th. April is month of the Military Child. The Air Show is April 27th and April 28th. The City of Goldsboro is hosting two events to clean up litter throughout Goldsboro. For more information, contact LaToya Henry at 580-4363. The base offers public tours on the last Thursday of each month. Contact Travel and Tourism for more information.

There being no further business, the meeting adjourned at 8:15 p.m.

Chuck Allen
Mayor

Melissa Capps, MMC /NCCMC
City Clerk



City of Goldsboro

J.W. Bramer A
North Carolina
27533-9701

NATIONAL DONUT DAY PROCLAMATION

WHEREAS, Beginning in 1917, approximately 250 Salvation Army volunteers provided assistance during World War I to American soldiers in battle on the front lines in France; and

WHEREAS, Two female Salvation Army officers, Ensign Margaret Sheldon and Adjutant Helen Purviance had an idea to comfort our soldiers with good home cooking, using their limited ingredients to fry up in helmets delicious doughnuts for the boys; and

WHEREAS, Nicknamed “Doughnut Lassies” and “Doughnut Girls,” these women served countless treats to grateful soldiers, traversing through the trenches to bring the men doughnuts and coffee. They also made history by introducing this tasty new treat to the United States when the “Doughboys” returned from war; and


WHEREAS, The Salvation Army celebrated the first National Doughnut Day in 1938 in the City of Chicago as a way to honor Salvation Army “Doughnut Lassies” from World War I. They began the holiday as a way to raise funds and bring awareness to the Army’s social service programs during the Great Depression. The donut has become synonymous with The Salvation Army’s social services and continues to be a comfort food served by The Salvation Army to those in need during times of disaster; and

WHEREAS, The celebration of this holiday still continues to be celebrated 78 years later to help raise awareness for The Salvation Army and to honor the service of our valued veterans and volunteers alike.

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim Friday, June 7, 2019 as National Donut Day in the City of Goldsboro and encourage our citizens to enjoy a Friday treat and think of those who are Doing the Most Good for those in the most need each day.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 3rd day of June, 2019.




Chuck Allen, Mayor



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

Goldsboro Summer Learning Week Proclamation

WHEREAS, National Summer Learning Week is a week to celebrate the importance of keeping children learning, safe and healthy all summer long and ready to succeed in the school year ahead, and

WHEREAS, Children can lose what they learn over the summer, known as the Summer Slide. The Summer Slide is a phenomenon that affects children who stop reading over the summer. Most students lose two months of math skills every summer, and children from low-income families typically lose another two or three months in reading, and

WHEREAS, Summer learning loss during elementary school accounts for two-thirds of the achievement gap in reading between children from low-income families and their peers from middle income families by ninth grade, and

WHEREAS, Parents can help prevent the Summer Slide, summer learning loss by encouraging their children to read, and by reading with their children over the break as this will help students be ready to learn what's next in school, and

WHEREAS, Public agencies, community and faith-based organizations, schools, libraries, museums, recreation centers and camps play an important and trusted role in the well-being of children through summer programming, and

WHEREAS, Summer learning is a vital part of our collective effort to ensure all students are ready for school and reading on grade-level by the end of third grade for academic and lifelong success.

NOW THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim July 8-13, 2019 Summer Learning Week in Goldsboro, North Carolina, enthusiastically endorse READ Wayne's Summer Learning Kickoff and recommit our City to engage in programs and activities to make children in Goldsboro the best readers in North Carolina.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 3rd day of June, 2019.





Chuck Allen, Mayor

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Public Hearing on FY2019-2020 Annual Operating Budget

BACKGROUND: The North Carolina General Statute §159-12 requires the governing board to conduct a public hearing prior to the adoption of the annual operating budget. Statute further requires that the budget officer file notice of the availability of the budget for public inspection and the date and time of the budget hearing. This was done on Tuesday, May 28, 2019 in the Goldsboro News-Argus and additionally published on the City's website and via social media.

DISCUSSION: Upon closing of the public hearing, staff requests the Board to discuss additional dates and times for any additional budget worksessions desired prior to a tentative adoption date of June 17, 2019.

RECOMMENDATION: It is recommended:

1. Conduct public hearing on the annual operating budget at the June 3, 2019 board meeting at 7:00 p.m.
2. Establish any additional budget work session(s) date(s) and times.

Date: _____
Catherine F. Gwynn, Finance Director

Date: _____
Tim Salmon, City Manager

AFFP
Legal #234

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

Amber Belt, being duly sworn, says:

That she is Legal Clerk of the Goldsboro News-Argus, a daily newspaper of general circulation, printed and published in Goldsboro, Wayne County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 28, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Legal Clerk

Subscribed to and sworn to me this 28th day of May 2019.



Evelyn L Little, Customer Service Rep, Wayne County, NC

My commission expires: April 10, 2024

40090942 40334608

Chestine Faison
City Of Goldsboro
Po Drawer A
Goldsboro, NC 275333

4-10-24



City of Goldsboro Notice of Public Hearing FY 2019-2020 Budget

The public is hereby advised that per G.S. 159-12, the City Manager has submitted the proposed budget for the City of Goldsboro for FY 2019-2020 to the Mayor and the City Council. A copy of the proposed budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 is on file in the office of the City Clerk and on the City of Goldsboro's website, <http://www.goldsboronc.gov/>. The budget is available for public inspection during normal business hours from 8:00 a.m. to 5:00 p.m. until the budget ordinance is adopted. The City Clerk's office is located in City Hall at 200 North Center Street, Goldsboro, North Carolina.

The City Council will conduct a public hearing on the proposed budget during their regularly scheduled meeting on Monday, June 3, 2019 at 7:00 p.m., or as soon thereafter as may be heard, in the Council Chambers at City Hall, 200 North Center Street, Goldsboro, North Carolina. Any person who wishes to be heard on the budget may appear.

Catherine F. Gwynn
Director of Finance
Legal #234
May 28, 2019

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Authorization of sale of real property under G.S. §160A-266, § 160A-270(c) (Public auction process).

BACKGROUND: Staff received a request from Wayne County to approve or reject the sale of real property that is jointly owned by both units, and if approved, authorize City staff to execute instruments necessary to transfer ownership.

The County has authorized the use of sale by electronic public auction as a means to sell real property. They have utilized GovDeals, an online electronic auction service, which has been in existence since 1999.

DISCUSSION: The following winning bidder has been received by GovDeals.

272 Millers Chapel Rd (Pin #3528444332)

Offeror: Elizabeth Gomez

Offer: \$6,300.00

Tax Value: \$19,000.00

Parcel ID: 0020151

The Wayne County Board of Commissioners has approved the transfer of the parcel. The County is now requesting that the City Council either approve or reject the action. This is conducted under General Statute §160A-270(c).

RECOMMENDATION: City Council, by motion:

1. Approve or reject sale of 272 Millers Chapel Rd. If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019- _____

RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY
UNDER GENERAL STATUTE § 160A-270(c)

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 272 Millers Chapel Road; and

WHEREAS, North Carolina General Statute § 160A-270(c) permits the local governments to dispose of surplus real property by public electronic auction; and

WHEREAS, the County of Wayne has conducted an electronic public auction and received and accepted said offer to purchase the property described above, in the amount of \$6,300.00 (Six Thousand Three Hundred Dollars and no/100) submitted by Elizabeth Gomez (Offeror); and

WHEREAS, the County of Wayne has approved the final sale to the Offeror; and

WHEREAS, the County of Wayne now requests the City of Goldsboro as joint owner of the property to approve or reject the final transfer and donation.

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

- 1) The City Council approves and authorizes the transfer and donation of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

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

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager



Wayne County, NC
224 E Walnut St
P.O. Box 227
Goldsboro, NC 27530-4871

Bill of Sale Date: 20 May 2019

Bill of Sale Number: 5202019

Asset ID: 825

Inventory ID: 825

Description of Property

272 Millers Chapel Road, Goldsboro, NC 27534 (Wayne County PIN: 3528444332)

Award Amount

6300.00

Asset Information



Year:

Make/Brand:

Model:

VIN/Serial:

Meter:

Title Restriction:

No Title Restriction

Sale Information

Actual Sold Amount: USD \$6,300.00

Paid On: Not Paid

Other Amount: USD \$0.00

Other Amount Description:

Buyer's Premium: USD \$787.50

Tax Rate: 0%

Tax Amount: USD \$0.00

Total Amount: USD \$7,087.50

*** Taxable Items**

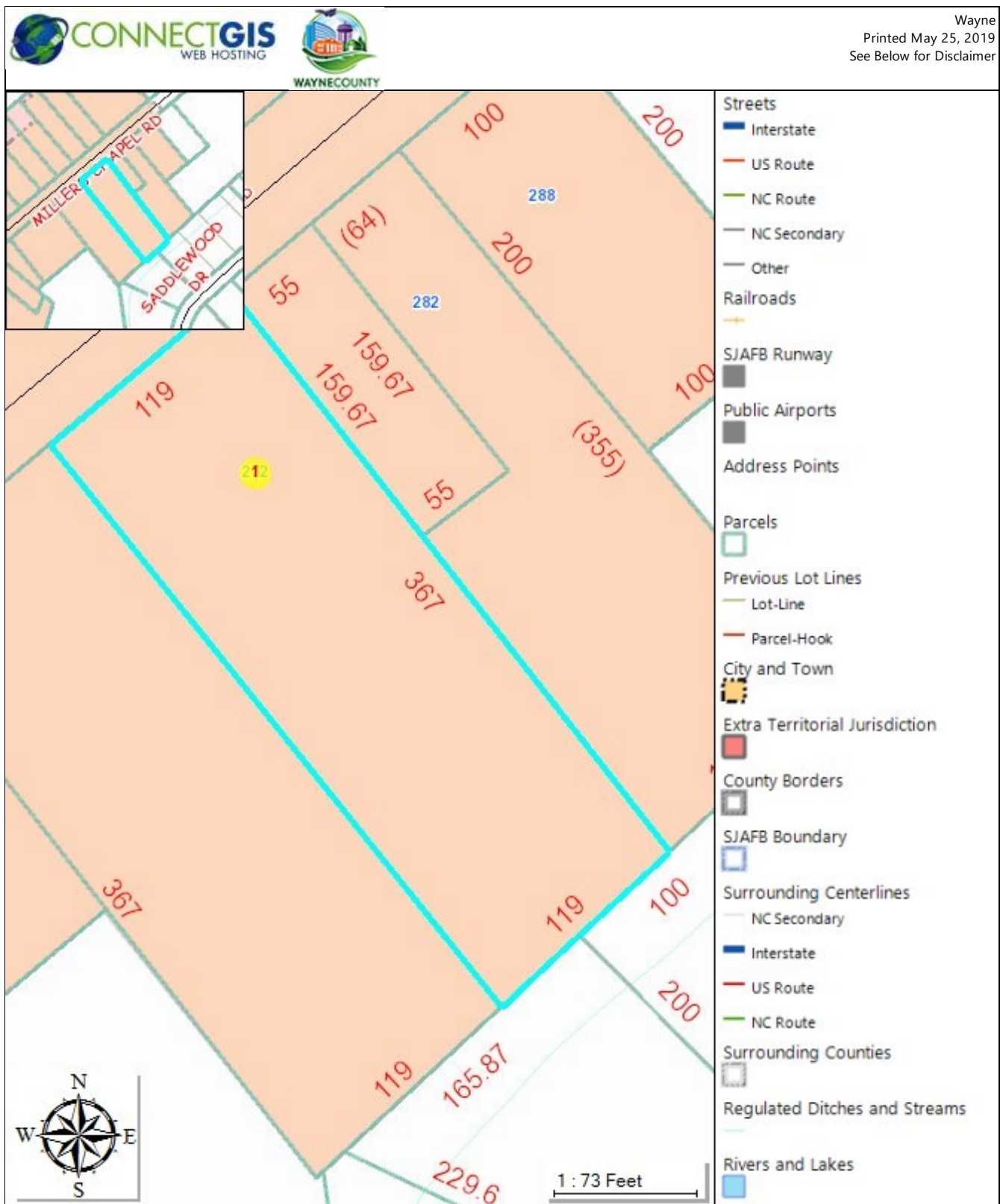
Elizabeth Gomez
 301 Ruskin Rd
 Dudley, NC 28333 USA
 e_gomez1995@yahoo.com
 9197505004

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____



<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
46589	3528444332	WAYNE COUNTY &
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
CITY OF GOLDSBORO	PO BOX 227	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-0227		3/1/2008 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0020151	2610	418
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
3	2008	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
0099E	0525	1
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
1999	0	50 - RURAL SINGLE FAMILY RESIDENCE
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	272 MILLERS CHAPEL RD	272 MILLERS CHPL RD
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	04901	79266550
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
04	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
19000	19000	19000
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
I	I	

Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

272 Millers Chapel Rd
Offeror: Elizabeth Gomez

WAYNE COUNTY

WAYNE COUNTY & CITY OF GOLDSBORO

272 MILLERS CHAPEL RD
79266550

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)

Reval Year: 2019 Tax Year: 2019 272 MILLERS CHPL RD

Appraised by 88 on 07/28/2010 04901 NEW HOPE WEST

Return/Appeal Notes: 3528444332

UNIQ ID 20151

ID NO: 04D09000002024

CARD NO. 1 of 1

1.000 AC

SRC=

TW-04

C-01 EX-2 AT-

LAST ACTION 20180730

CONSTRUCTION DETAIL		MARKET VALUE							DEPRECIATION			CORRELATION OF VALUE												
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB				CREDENCE TO											
BUILDING ADJUSTMENTS		TYPE: RURAL SINGLE FAMILY RESIDENTIAL										DEPR. BUILDING VALUE - CARD												
TOTAL ADJUSTMENT FACTOR		50	00									% GOOD			0									
TOTAL QUALITY INDEX		STORIES:										DEPR. OB/XF VALUE - CARD												
												0												
												MARKET LAND VALUE - CARD												
												19,000												
												TOTAL MARKET VALUE - CARD												
												19,000												
												TOTAL APPRAISED VALUE - CARD												
												19,000												
												TOTAL APPRAISED VALUE - PARCEL												
												19,000												
												TOTAL PRESENT USE VALUE - PARCEL												
												0												
												TOTAL VALUE DEFERRED - PARCEL												
												0												
												TOTAL TAXABLE VALUE - PARCEL												
												19,000												
												PRIOR												
												BUILDING VALUE												
												4,510												
												OBXF VALUE												
												0												
												LAND VALUE												
												17,000												
												PRESENT USE VALUE												
												0												
												DEFERRED VALUE												
												0												
												TOTAL VALUE												
												21,510												
												PERMIT												
												CODE DATE NOTE NUMBER AMOUNT												
												ROUT: WTRSHD:												
												SALES DATA												
												OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE												
												BOOK PAGE MOYR												
												02610 0418 3 2008 WD U I 0												
												0099E 0525 1 1999 WD U I 0												
												00384 0493 1 1901 WD U I 0												
												HEATED AREA												
												NOTES												
												P12-17 #039783 HOUSE GONE FOR 2018												
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	LNTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE				
TYPE		AREA	%	CS	TOTAL OB/XF VALUE																			
FIREPLACE		0																						
SUBAREA TOTALS																								
BUILDING DIMENSIONS																								
LAND INFORMATION																								
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES					
5010	5010		0	0	1.0000	0	1.0000						19,000.00	1.000	AC	1.000	19,000.00		19,000					
TOTAL MARKET LAND DATA														1.000				19,000						
TOTAL PRESENT USE DATA																								

1 of 1

5/25/2019, 2:52 PM



Wayne County Tax Department

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

[Go To Abstract](#) [New Search](#) [Return](#)

Property Tax Collections Bill Detail

Current Owner:	WAYNE COUNTY & CITY OF GOLDSBORO	Property Tax	Real Property
Description:	272 MILLERS CHPL RD	Bill Status:	PAID
Location:	272 MILLERS CHAPEL RD WAYNE COUNTY	Bill Flag:	OWNERSHIP TRANSFER
Mailing Address:	PO BOX 227 GOLDSBORO NC 27533-0227	Bill #:	0000020151-2008-2008-0000-00
Parcel #:	0020151	Old Bill #:	
Lender:		Old Account #:	
		Due Date:	9/1/2008
		Interest Begins:	1/6/2009

	Value	Rate	Tax Districts	Description	Amount
Real	\$39,590	.7640	WAYNE COUNTY	Tax	\$0.00
Deferred	\$0				
Use	\$39,590	.6500	GOLDSBORO	Tax	\$0.00
Personal	\$0				
Exempt & Exclusion	\$0				
					Interest: \$0.00
					Total Billed: \$0.00
Total Assessed Value	\$39,590				

Transaction History

Date	Type	Paid By	Trans #	Amount
------	------	---------	---------	--------

Current Due: **\$0.00**

Correct if paid by

Select A Date

Disclaimer:

The tax bill data and payment history provided herein is periodically copied from the Wayne County Tax Office billing and collection system. Currently this data is update hourly. Consequently, there will be a short delay between the time a bill is satisfied (either in our offices or using our online payment vendor) and when payment is reflected on this site. The Wayne County Tax Dept. makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Audit Services for Fiscal Year Ending June 30, 2018 - Amended

BACKGROUND: The General Statutes of the State of North Carolina require that the City of Goldsboro undertake an independent audit of its financial records on an annual basis. The official deadline for submission to the Local Government Commission (LGC) is October 31, and can be extended by written request with the LGC. We previously brought a request on March 18th to extend the audit contract through February 28, 2019.

DISCUSSION: The City requested an extension on its June 30, 2018 audit with the LGC and amended its contract to reflect this time extension until May 17, 2019. The additional extension was resolve the findings in the Single Audit portion of the engagement and allow staff time to prepare a mutually agreeable response to the findings. The entire audit process was delayed due to Hurricane Florence and process changes within Carr, Riggs & Ingram which compounded the delay in delivering the audit in a timely fashion.

RECOMMENDATION: It is recommended that the Council, by motion, amend the contract for the auditing services for the Fiscal Year ending June 30, 2018 to Carr, Riggs and Ingram, LLC. for its completion date of May 17, 2019.

Date: _____
Catherine F. Gwynn, Finance Director

Date: _____
Tim Salmon, City Manager

Whereas	Primary Government Unit City of Goldsboro, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Carr, Riggs & Ingram, LLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
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hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to due date:

Original due date 10/31/18	Modified due date 05/17/19
Original fee	Modified fee

☐ Modification to fee:

EXPLANATION OF MODIFIED CONTRACT TERMS

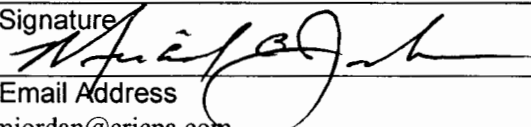
Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

Additional time was required due to Hurricane Florence. Additionally, a new audit partner was assigned to this engagement, and additional time was necessary to become fully knowledgeable of the client. The Auditor will ensure that all future staffing assignments will be done so that staff may complete all tasked within the required time frame.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Carr, Riggs & Ingram, LLC	
Authorized Firm Representative (typed or printed) Michael C. Jordan	Signature 
Date 5/17/19	Email Address mjordan@cricpa.com

GOVERNMENTAL UNIT

Governmental Unit City of Goldsboro, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Chuck Allen, Mayor	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer Catherine Gwynn	Signature
Date of Pre-Audit Certificate	Email Address CGwynn@goldsboronc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Municipal Ordinance for State Highway System Street

BACKGROUND: The N. C. Department of Transportation is seeking to update existing ordinances on SR 1300 (Salem Church Road) and has requested that the City adopt a concurring ordinance.

DISCUSSION: The Department of Transportation has investigated a 45-mph section of roadway located just inside the city limits of Goldsboro on SR 1300 (Salem Church Road) from SR 1304 (North George Street) to approximately 1.051 miles north of North George Street. To enact the new speed limit zone of 40 mph as recommended by NCDOT, the City will need to repeal the current speed limit zone of 45 mph and enact a new ordinance (40 mph) for this section of roadway.

Due to this section being within the city limits:

Repeal 45 MPH Zone for:

- Salem Church Road (SR 1300) between SR 1304 and 0.30 mile north of SR 1306

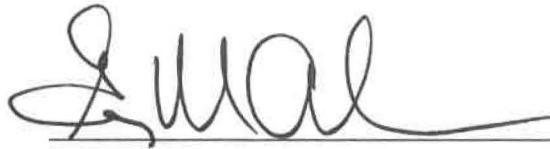
Enact 40 MPH Zone for:

- Salem Church Road (SR 1300) between 0.341 mile north of SR 1304 (North George Street) and 1.392 miles north of SR 1304 (North George Street)

City of Goldsboro current ordinances do not include blanket speed limits for NCDOT maintained streets; therefore, the City must adopt an ordinance specific to NCDOT maintained streets within the existing city limits.

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached ordinance repealing and enacting the speed limits for sections of NCDOT Highway System street located within the existing city limits of Goldsboro.

Date: 22 May 19



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

Date: _____

Tim Salmon, City Manager

ORDINANCE NO. 2019 –

AN ORDINANCE REPEALING AND ENACTING THE SPEED LIMITS
FOR SECTIONS OF NCDOT HIGHWAY SYSTEM STREETS
WITHIN THE CITY OF GOLDSBORO

WHEREAS, there are approximately 64 miles of streets within the Goldsboro City Limits that are on the North Carolina Department of Transportation Highway System; and

WHEREAS, the North Carolina Department of Transportation desires to correct ordinances for the speed limits on certain sections of street on its Highway System within the existing Goldsboro City Limits; and

WHEREAS, the Department of Transportation desires that the City of Goldsboro adopt a concurring ordinance to update the existing speed ordinances for sections of NCDOT Highway system streets within the existing city limits;

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

1. The speed limit on the following street section shall be repealed as:

45 MPH Zone for:

Salem Church Road (SR 1300) between SR 1304 and 0.30 mile north of SR 1306

2. The speed limit on the following street section shall be enacted as:

40 MPH Zone for:

Salem Church Road (SR 1300) between 0.341 mile north of SR 1304 (North George Street) and 1.392 miles north of SR 1304 (North George Street)

3. The speed limit for the above street section shall be reflected on the Official Speed Limit Map of the City of Goldsboro, North Carolina.
4. This Ordinance shall be in full force and effect from and after this the _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Change Order – Phase IV Sewer Collection Rehabilitation
Formal Bid No. 2018-004

BACKGROUND: The Phase IV Sewer Rehab Project provides for installation of approximately 30,900 linear feet of cast-in-place-pipe (CIPP) rehabilitation of existing sanitary mains, including various root treatments, obstruction removals, cutting of intruding taps and asphalt or concrete surface repairs directly associated with the completion and restoration work detailed in the contract specifications.

DISCUSSION: Staff requested the contractor, T. A. Loving Company, provide costs for additional work to remove the old trolley rail system on Walnut Street in order to replace the sanitary sewer line. T. A. Loving Company submitted an estimated cost of \$28,748.76.

This additional work will require the contract completion time to be extended by 3 days. The amended contract completion date for the remaining rehabilitation work is December 6, 2019.

Staff recommends issuing a change order to the current contract with T. A. Loving for the Phase IV sewer collection rehabilitation project. We have reviewed this change order with the Finance Director and determined that funds are available from the Clean Water Revolving Fund Loan.

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached resolution authorizing the City Manager to execute a change order for \$28,748.76 with T. A. Loving Company.

Date: 24 May 19



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

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CHANGE ORDER WITH T. A. LOVING COMPANY FOR
PHASE IV SEWER COLLECTION REHABILITATION PROJECT
FORMAL BID #2018-004

WHEREAS, the City Council of the City of Goldsboro awarded a contract on July 16, 2018 to T. A. Loving Company for the Phase IV Sewer Collection Rehabilitation Project; and

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

WHEREAS, T. A. Loving Company submitted an estimated cost of \$28,748.76 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 #2018-004 with T. A. Loving Company for \$28,748.76;

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 \$28,748.76 with T. A. Loving Company for Phase IV Sewer Collection Rehabilitation Project.
2. This resolution shall be in full force and effect from and after this _____ day of _____, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019

SUBJECT: Bid Award to Wayne Roofing and Sheet Metal for Water Treatment Plant Roof Repairs Project— Hurricane Florence Final Repairs Project

BACKGROUND: Following Hurricane Florence on September 14, 2018 minimum emergency repairs were performed at the Water Treatment Plant to ensure treatment plant compliance was maintained. The wind and rainfall caused damage to the roofing system, elevator, and several pieces of electrical equipment. The bid award contractor will make the final repairs to the Water Treatment Plant roof.

DISCUSSION: The City of Goldsboro advertised for Requests for Proposals from general contractors and received one responsive RFPs on May 23, 2019. One company bid on the project and their bid was received on May 23, 2019 at 10:00 AM.

The lowest responsive bidder was Wayne Roofing and Sheet Metal of Goldsboro, NC with a Total Bid amount of \$113,400. There are sufficient funds in the FY 2018-2019 budget for this contract to make the final repairs to the Water Treatment Plant roof.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing the Mayor and the City Clerk to execute a contract with Wayne Roofing and Sheet Metal not to exceed \$113,400 to make the Hurricane Florence Final Repairs at the Water Treatment Plant.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: _____

Timothy A. Salmon, City Manager

RESOLUTION NO. 2019-

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF CONTRACT
TO MAKE THE HURRICANE FLORENCE FINAL REPAIRS AT THE
WATER TREATMENT PLANT

WHEREAS, on May 23, 2019, 2019 the City of Goldsboro received a responsive bid from Wayne Roofing and Sheet Metal. for Hurricane Florence Final Repairs at the Water Treatment Plant.; and

WHEREAS, it is recommended that the City award the bid to Wayne Roofing and Sheet Metal. for the hurricane Florence final roof repairs; and

WHEREAS, the City Council deems it is in the best interest of the City of Goldsboro to award the final repairs bid to Wayne Roofing and Sheet Metal. in an amount not to exceed \$113,400.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Wayne Roofing and Sheet Metal, in an amount not to exceed \$113,400 to make the final repairs to the Water Treatment Plant roof.
2. This Resolution shall be in full force and effect from and after this 3rd day of June 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019

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

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

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

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

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019-

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

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

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

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

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a Project Partnership Agreement with the U.S. Army Corps of Engineers for the Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment.
2. This Resolution shall be in full force and effect from and after this 3rd day of June, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CERTIFICATE OF AUTHORITY

I, Ron Lawrence, do hereby certify that I am the principal legal officer for the City of Goldsboro, N.C., that the City of Goldsboro, N.C. is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Goldsboro, N.C. in connection with the Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the City of Goldsboro, N.C. acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20__.

Ron Lawrence
Attorney
City of Goldsboro, N.C.

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

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

WITNESSETH, THAT:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means the construction of a new weir within the cutoff channel approximately 25 feet downstream of the temporary weir and to an elevation of 58 feet North American Vertical Datum 88; removal of existing riprap approximately 10 to 15 feet on either side of the proposed alignment; and cutting off the existing sheet pile approximately 18 inches below the grade of the top of the existing riprap, as generally described in the Final Detailed Project Report and Environmental Assessment, Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment, dated May 2018 and approved by the Division Commander on May 4, 2018 (hereinafter the “Decision Document”).

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

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

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

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

F. The term “cost shared monitoring” means those activities, including the collection and analysis of data, for a period not to exceed 10 years, that the Government identifies as necessary

to determine if predicted outputs of the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Decision Document. The term does not include monitoring after the Division Commander has determined that ecological success has been achieved or monitoring beyond the 10-year period, with any such monitoring the responsibility of the Non-Federal Sponsor, at no cost to the Government.

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

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

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

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

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

ARTICLE II - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense.

Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

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

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

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

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

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

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

I. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

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

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

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

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

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

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice

to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

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

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

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

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter

“CERCLA”) (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. Further, the Government shall perform, or ensure performance of, such investigations on lands that are owned by the United States and administered by the Government.

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

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

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

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

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

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

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

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

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

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

1. Real Property Interests.

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

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

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal

Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

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

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

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

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

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

value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

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

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

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

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

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

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

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and

administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

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

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

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

ARTICLE VI – PAYMENT OF FUNDS

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

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

amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

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

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

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

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

Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE VIII - HOLD AND SAVE

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

ARTICLE IX - DISPUTE RESOLUTION

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

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

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

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

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

ARTICLE XI - RELATIONSHIP OF PARTIES

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

ARTICLE XII - NOTICES

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

If to the Non-Federal Sponsor:

City Manager
PO Drawer A
Goldsboro, NC 27533

If to the Government:

District Commander
Wilmington District
69 Darlington Avenue
Wilmington, NC 28403

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

ARTICLE XIII - CONFIDENTIALITY

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

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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

ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

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

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

DEPARTMENT OF THE ARMY

CITY OF GOLDSBORO, NORTH CAROLINA

BY: _____
Robert J. Clark
Colonel, U.S. Army
District Commander

BY: _____
Chuck Allen
Mayor

DATE: _____

DATE: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This ____ day of _____, 2019.

By: Catherine Gwynn
Finance Director
City of Goldsboro, N.C.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Chuck Allen
Mayor
City of Goldsboro, N.C.

DATE: _____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Contract Award for Phase II of the Design-Build Services for the Construction of Center Street Streetscape Phase III Project (Formal Bid #2018-001).

BACKGROUND: The City of Goldsboro was awarded a 2016 TIGER VIII grant to fund multiple projects, including the next and last phase of the Center Street Streetscape, Cornerstone Commons, Wayfinding Signage Fabrication and Installation and the Construction of a GWTA Concourse. Per recommendations by USDOT and the Federal Transit Administration (FTA), The Hub (formerly known as Cornerstone Commons) project has been embedded into the Center Street project and is thus now combined and considered one project, titled Center Street Streetscape Project Phase III.

The City received Pre-Award Authority notice by USDOT/FTA on January 9, 2018 permitting us to move forward with the revised Center Street Streetscape project and the Wayfinding Signage project. USDOT and FTA recommended utilization of a Design-Build approach for the Center Street Streetscape project for multiple reasons regarding efficiencies, participation interests and budgeting benefits.

An RFQ for Design-Build Services was released January 16, 2018 with a due date of February 16, 2018. The City received three responses to the RFQ. A selection committee of city staff reviewed the submittals per an evaluation form and opted to invite all three teams to interview. The city staff selection committee evaluated each of the teams during the interviews via an individual form and then, afterwards, discussed their scores to create a form that calculated each and provided an average final score for each value. The team to receive the highest total score was the team led by TA Loving Construction Company and included The Wooten Company, Rivers & Allison Platt and HH Architecture.

Upon negotiations with the team regarding fees, budget, schedule and scope of services, a contract was authorized by City Council for execution at the May 5, 2018 Council meeting with a scope that consisted of Architectural & Engineering Services, Preconstruction Services and Subsurface Exploration at a cost of \$477,375.00.

For the past year we have worked with the TA Loving team through the design, materials, and engineering logistics that have resulted in plans and cost estimates. This process has made us prepared for Phase II, Construction, of this project and its contractual relationship with the TA Loving team.

The total estimated cost is \$5,900,651, including the Phase I, Design Services contract and cost at \$477,375.00 that was approved last year.

This cost does not include the splash pad and fireplace amenities as USDOT decided they were ineligible for TIGER grant funding. Staff is working to identify ways to support these individual amenities. The covered shelter/stage is not in this scope or estimate as its inclusion made the project exceed the budget and would therefore stall us from moving forward. USDOT would not allow us to exclude any other portions of the grant application scope of work other than this item since they deemed it to be the least transit oriented portion of the project. Staff is also working to identify ways to support this cost with intentions to have it built before The Hub construction is completed.

The TIGER VIII grant budget has \$5,705,750 allocated to The Hub and Center Street Streetscape projects; leaving a gap of \$194,901. The Wayfinding Signage System bids came in under what we had allocated in the TIGER VIII budget. Thus, we plan to reallocate \$130,000 of the Wayfinding project TIGER VIII budgeted monies into The Hub/Center Street Streetscape project budget and have requested support from Community Relations from the City's Community Development Block Grant (CDBG) budget of \$250,000 to support the public restroom facilities and the community splash pad to support the continuation of the beloved Sprinkler Fun Days. This latter allocation will be addressed in the revision of the 2019-20 Annual Action Plan.

Upon approval to execute the contract, TA Loving will begin construction. The City's Public Works staff began demolition of the project area the week of May 20, 2019.

Per the May 20, 2019 City Council meeting, the City Council authorized the appropriation of \$6,775,750 via a TIGER VIII Capital Projects amendment in the City's budget for the TIGER VIII project budget so no further budget amendments are necessary at this time.

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the attached resolution authorizing the Mayor and City Clerk to execute contracts in the amount of \$5,423,276 with the TA Loving Company for the Center Street Streetscape Phase III Project to begin Phase II, Construction Services, of the two-phased project once finalized and our city attorney has approved, and;
- 2) Authorize the reallocation of \$250,000 in the CDBG 2019-20 Annual Action Plan to support costs associated with the TIGER VIII grant project, as described above.

Date: _____
Julie Metz, Downtown Development Director

Date: _____
Tim Salmon, City Manager

RESOLUTION NO. 2019-

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF GOLDSBORO AND T. A. LOVING COMPANY FOR PHASE II, CONSTRUCTION OF THE TIGER VIII GRANT CENTER STREET STREETScape PROJECT

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

WHEREAS, per recommendations by USDOT and the Federal Transit Administration (FTA), The Hub (formerly known as Cornerstone Commons) project was embedded into the Center Street Streetscape project and is thus now combined and considered one project, titled Center Street Streetscape Project Phase III; and

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

WHEREAS, the Grant Agreement budgeted \$5,705,750 to the Center Street Streetscape Phase III project of which 73% (\$4,160,000) is to be funded by USDOT through reimbursement and the remainder, or 27% (\$1,545,751), is to be funded by the City, at a minimum, representing the majority of the total TIGER VIII grant budget of \$6,755,751; and

WHEREAS, an RFQ for Design-Build Services was released January 16, 2018 and the City received three responses to the RFQ; and

WHEREAS, a selection committee reviewed the submittals per an evaluation form and the team to receive the highest total score was the team led by TA Loving Construction Company, including The Wooten Company, Rivers & Allison Platt and HH Architecture; and

WHEREAS, upon negotiations regarding fees, budget, schedule and scope of services, a contract with T. A. Loving was authorized by City Council for execution at the May 5, 2018 Council meeting with a scope that consisted of Architectural & Engineering Services, Preconstruction Services and Subsurface Exploration at a cost of \$477,375.00; and

WHEREAS, since May 5, 2018 the city has worked with the T. A. Loving Company team through the design, materials, and engineering logistics that have resulted in plans and cost estimates and this process has made us prepared for Phase II, Construction, of this project and its contractual relationship with the TA Loving team.

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

1. The City of Goldsboro is authorizing the Mayor and City Clerk to execute contracts, once finalized and the City's attorney has approved, in the amount of \$5,423,276 with the T. A. Loving Company for the Center Street Streetscape Phase III Project to begin Phase II, Construction Services, of which the City is responsible for \$1,545,751.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

DRAFT AIA® Document A141™ – 2014

Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the « Twenty Third » day of « May » in the year « 2019 » (the “Agreement”) (In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

« Center Street Streetscape, Phase III »
« Goldsboro, North Carolina »

THE OWNER:
(Name, legal status and address)

« City of Goldsboro, North Carolina »
« 200 North Center Street »
« Goldsboro North Carolina 27533 »

THE DESIGN-BUILDER:
(Name, legal status and address)

« T. A. Loving Company »
« 400 Patetown Road »
« Goldsboro, North Carolina 27530 »

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[« X »] Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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[« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be « Five Million Four Hundred Twenty Three Thousand, Two Hundred Seventy Six Dollars and 00/100 » (\$ « 5,423,276.00 »), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Remove Unsuitable Soils</u>	<u>Cubic Yard</u>	<u>\$13.20</u>
<u>Replace Unsuitable Soils with Select Fill</u>	<u>Cubic Yard</u>	<u>\$19.80</u>
<u>Replace Unsuitable Soils with #57 Stone</u>	<u>Cubic Yard</u>	<u>\$74.80</u>
<u>Replace Unsuitable Soils with ABC Stone</u>	<u>Cubic Yard</u>	<u>\$60.50</u>
<u>Geotextile Stabilization Fabric</u>	<u>Cubic Yard</u>	<u>\$5.50</u>

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « » (\$ « »), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

« »

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the « » day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the « » day of the « » month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its

accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

« »

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on

agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than << >> (<< >>) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

<< >>

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

<< >>

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

<< >>

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

« »

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

« »

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

« »

.2 Contingencies

« »

§ A.3.1.6 Design-Builder's assumptions and clarifications:

«Attached as Exhibit G »

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

« »

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

« »

.2 Project Manager

« »

.3 Others

« »

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

« »

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term “related party” includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions,

but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN-BUILDER (Signature)

« »« »

(Printed name and title)

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING**

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

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

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

Lot 1:

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

Lot 2:

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

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

Surrounding Zones:

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

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

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

The applicant has not indicated any future development for the subject properties. He believes that the highest and best use is for

commercial development since they are located in close proximity to new commercial development and to future Interstate I-42.

At the public hearing held on May 20, 2019, two people spoke in favor the request. No one spoke in opposition of the request.

The Planning Commission, at their meeting held on May 28, 2019, recommended approval of the rezoning request by modifying the General Business (GB) rezoning request to Neighborhood Business (NB), which is a more restrictive zoning district.

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

1. Adopt an Ordinance changing the zoning for the property from Residential 16 (R-16) to Neighborhood Business; finding it consistent with the recommendation of the City's adopted Comprehensive Land Use Plan; the proposed rezoning would be compatible with the surrounding residential and office and institutional zoning.

Date: 5/29/19



Planning Director

Date: _____

City Manager

ORDINANCE NO. 2019 -

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, May 20, 2019, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

From Residential 16 (R-16) to Neighborhood Business (NB) with site plan approval required prior to development

Z-10-19 Chandu R. Patel – West side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway

The Wayne County Tax Identification Nos. are 3610-57-6257 and 3610-57-7358. The properties have combined frontage of approximately 269.85 ft. on Wayne Memorial Drive, with an average depth of 260 ft. and a total of 1.35 acres.

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

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

Adopted this _____ day of _____, 2019.

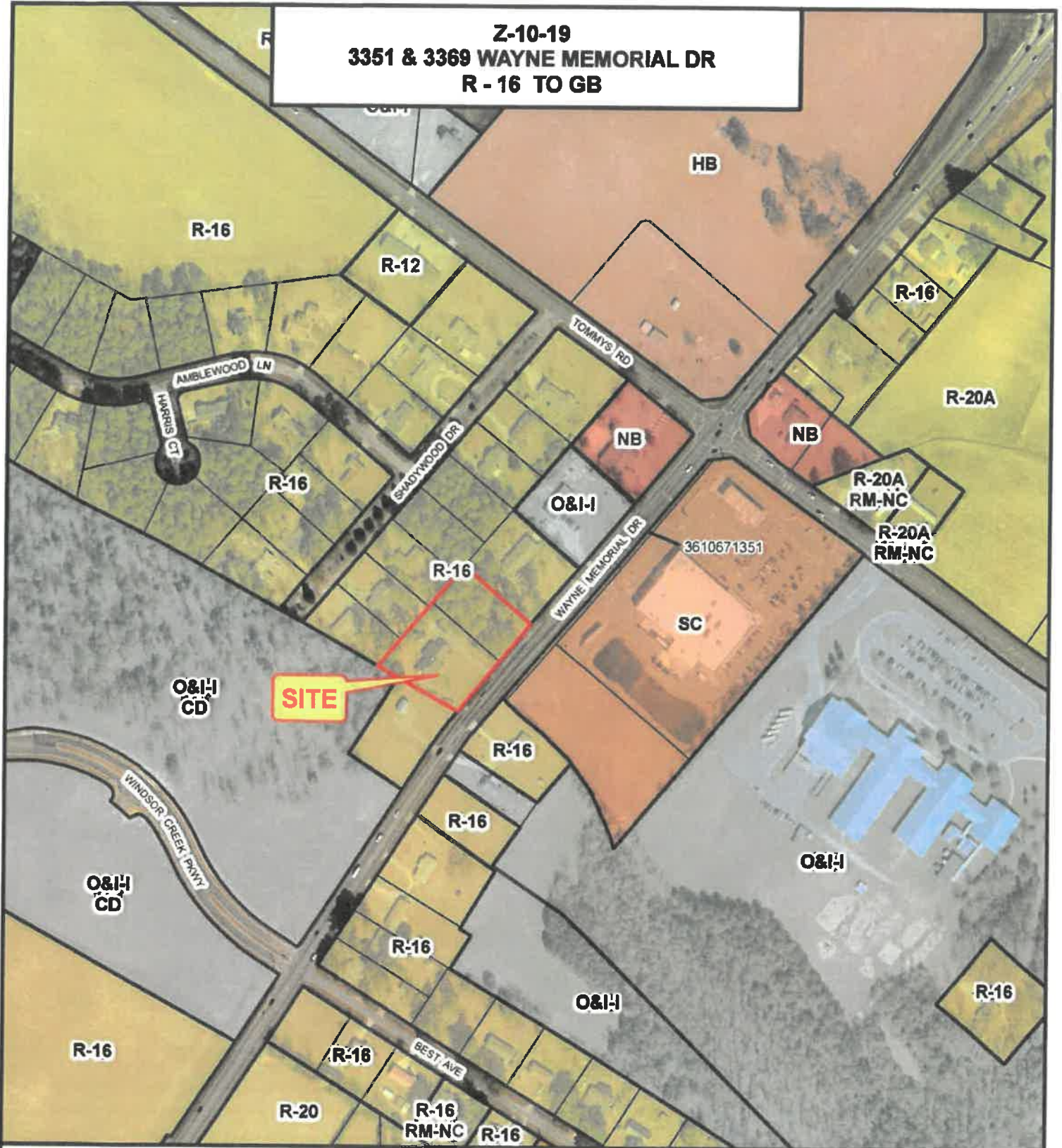
Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

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



REZONING REQUEST - PROPOSED ZONING

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

200 100 0 200 Feet



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



REZONING REQUEST

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

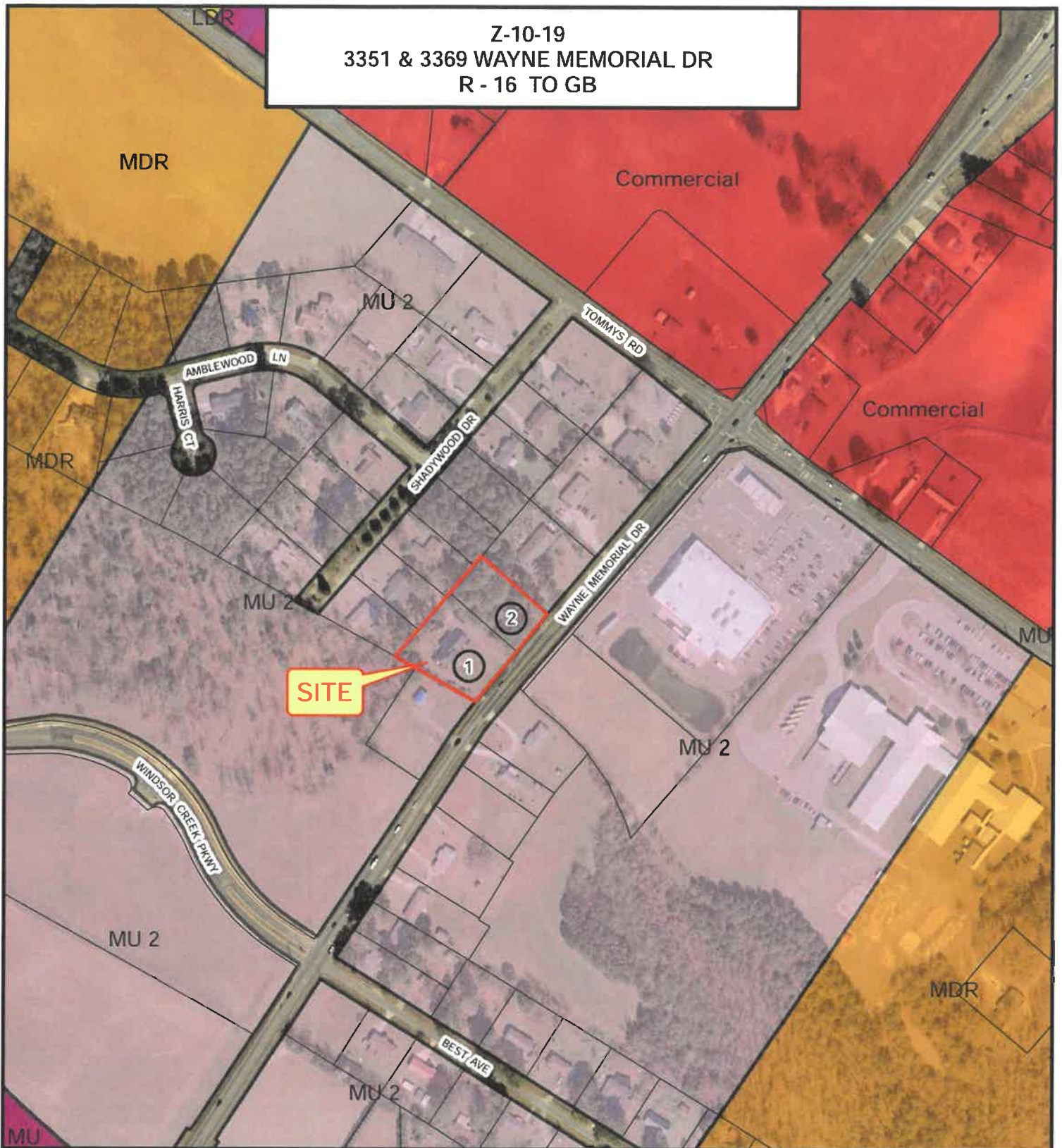
300 150 0 300 Feet



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



REZONING REQUEST - PROPOSED ZONING

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

300 150 0 300 Feet



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**CITY OF GOLDSBORO
AGENDA MEMORANDUM
June 3, 2019 COUNCIL MEETING**

SUBJECT: CU-6-19 – (Penske) Subject property located on the North side of W. US 70 HWY. between Hargrove and Nevels Street.

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

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

Frontage: 300 ft.

Depth: 400 ft.

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

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

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

Days/hours of Operation: Monday - Friday: 7 am – 5 pm
Saturday: 8 am – Noon

Employees: 6-10

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

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

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

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

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

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

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

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

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

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

Modifications: The applicant is requesting the following modifications:

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

At the public hearing held on May 20, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on May 28, 2019, recommended approval of the Conditional Use Permit and submitted site plan with requested modifications.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of a truck rental, leasing and sales center with outside storage; and
2. Approve the submitted site plan with the following modifications:
 - (a) Modification of the City's landscape buffer requirement along portions of the western and northern property lines.
 - (b) Modification of the street tree requirement along a portion of Hargrove and Collier Streets.
 - (c) Modification of the eight (8) ft. in height fencing requirement for outside storage areas to six (6) ft.

Date: 5/29/19



Planning Director

Date: _____

City Manager

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

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **May 20, 2019** to consider Conditional Use Permit application number:

CU-6-19 Penske - Located on the North side of W. US 70 HWY. between Hargrove and Nevels Street.

To allow the operation of a truck rental, leasing and sales center with outside storage within the General Industry 2 (I-2) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.5 Supplemental Use Regulations; Section 5.3.6.1 Industrial Additional Standards and 5.5.4 Special and Conditional Use Specific Regulations pertaining to auto-oriented uses permitted within the General Industry 2 (I-2) zoning district.

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

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

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council approved the applicant's request for a Conditional Use Permit to allow the operation a truck rental, leasing and sales center with outside storage within the General Industry 2 (I-2) zoning district.

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

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

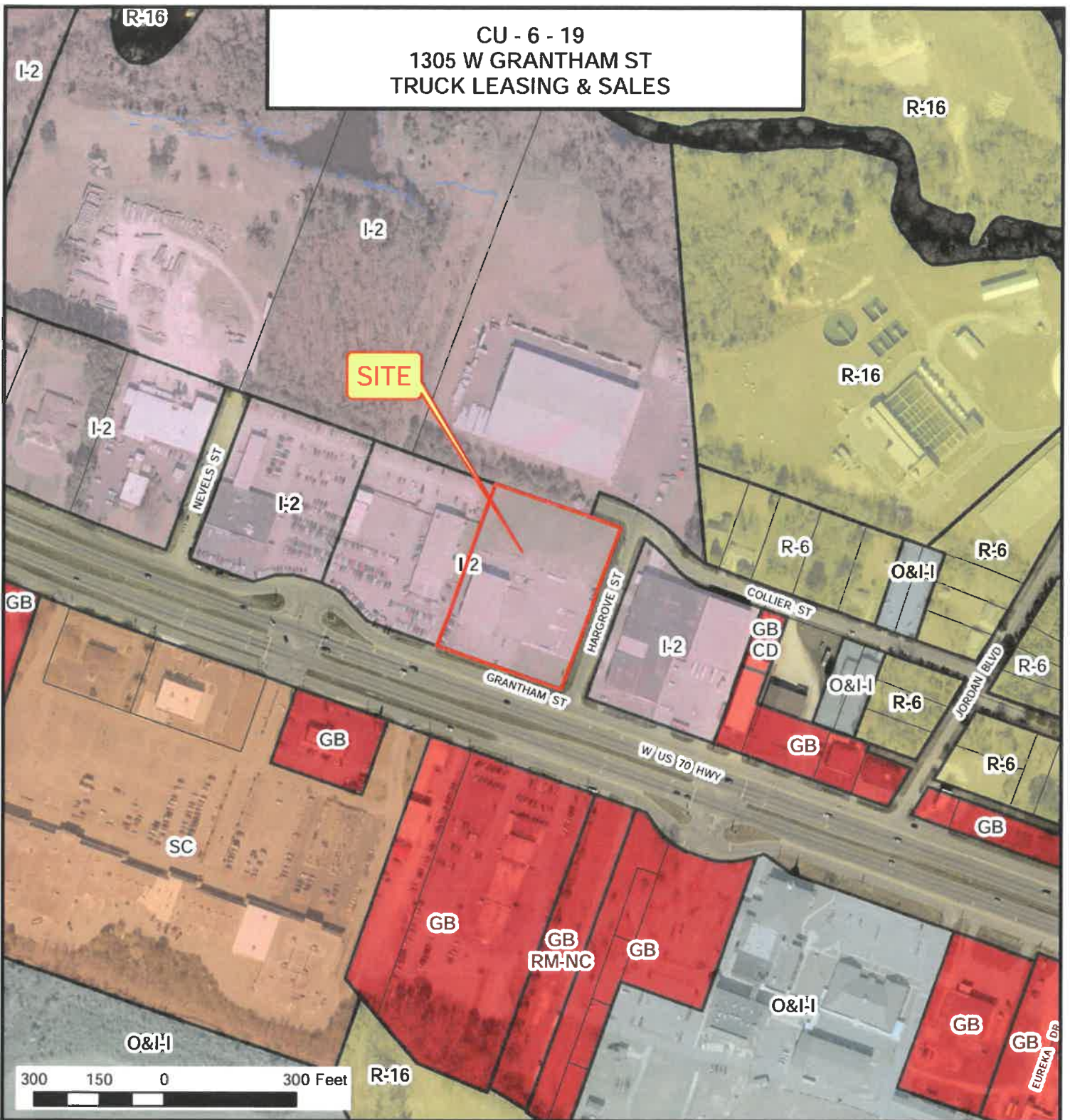
Thus ordered this _____ day of _____, 2019.

Chuck Allen, Mayor

Ronald T. Lawrence, City Attorney

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

SITE



CONDITIONAL USE APPLICATION

CASE NO: CU-6-19

REQUEST: Penske Truck Leasing & Sales

APPLICANT: Penske Leasing Logistics

LOCATION: 1305 W. Grantham Street

HOURS OF OPERATION:

Monday - Friday 7:00 - 5:00 pm

Saturday 8:00 - Noon

NUMBER OF EMPLOYEES: 6 - 10

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

NEVELS ST
HARGROVE ST
COLLIER ST
JORDAN BLVD
W US 70 HWY
EUREKA DR

FLOOR PLAN

MODIFICATIONS



300 150 0 300 Feet



**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING**

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

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

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

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

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

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

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

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

Employees: 1-2

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

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

At the public hearing held on April 15, 2019, the applicant spoke in favor of the request. No one appeared to speak for or against the request.

The Planning Commission, at their meeting held on May 28, 2019, recommended approval of the Conditional Use Permit with ABC to allow brown bagging at the facility by granting a modification of the separation distance requirement between residentially zoned and/or developed properties and/or church provided the hours of operation are limited as indicated by the applicant.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of an indoor hatchet-throwing facility with ABC for Brown Bagging; and
2. Approved the Conditional Use permit with the following modification;
 - a. Modification of the separation distance requirement between residentially zoned and/or developed properties and/or church provided the hours of operation are limited as follows:

Days/hours of Operation:

Thursdays 6:00pm – 9:00pm

Fridays 6:00pm – 10:00pm

Saturdays 4:00pm – 10:00pm

Date: 5/29/19


Planning Director

Date: _____

City Manager

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

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **May 20, 2019** to consider Conditional Use Permit application number:

CU-3-19 WhoopAxe, LLC. – North side of E. Ash Street between Durant Street and Ridgewood Drive

To allow operation of a place of entertainment with ABC permits-brown bagging within the Shopping Center (SC) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does generally** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.5 Supplemental Use Regulations and 5.5.4 Special and Conditional Use Specific Regulations pertaining to "Places of Entertainment-with ABC permit".

Although not compliant with the Unified Development Ordinance (UDO) per sections listed above, Council approved the Conditional Use permit by granting a modification of the separation distance requirement between residentially zoned and/or developed properties and/or church provided the hours of operation are limited to the following:

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

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council approved the applicant's request for a Conditional Use Permit to allow operation of a place of entertainment with ABC permits-brown bagging.

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

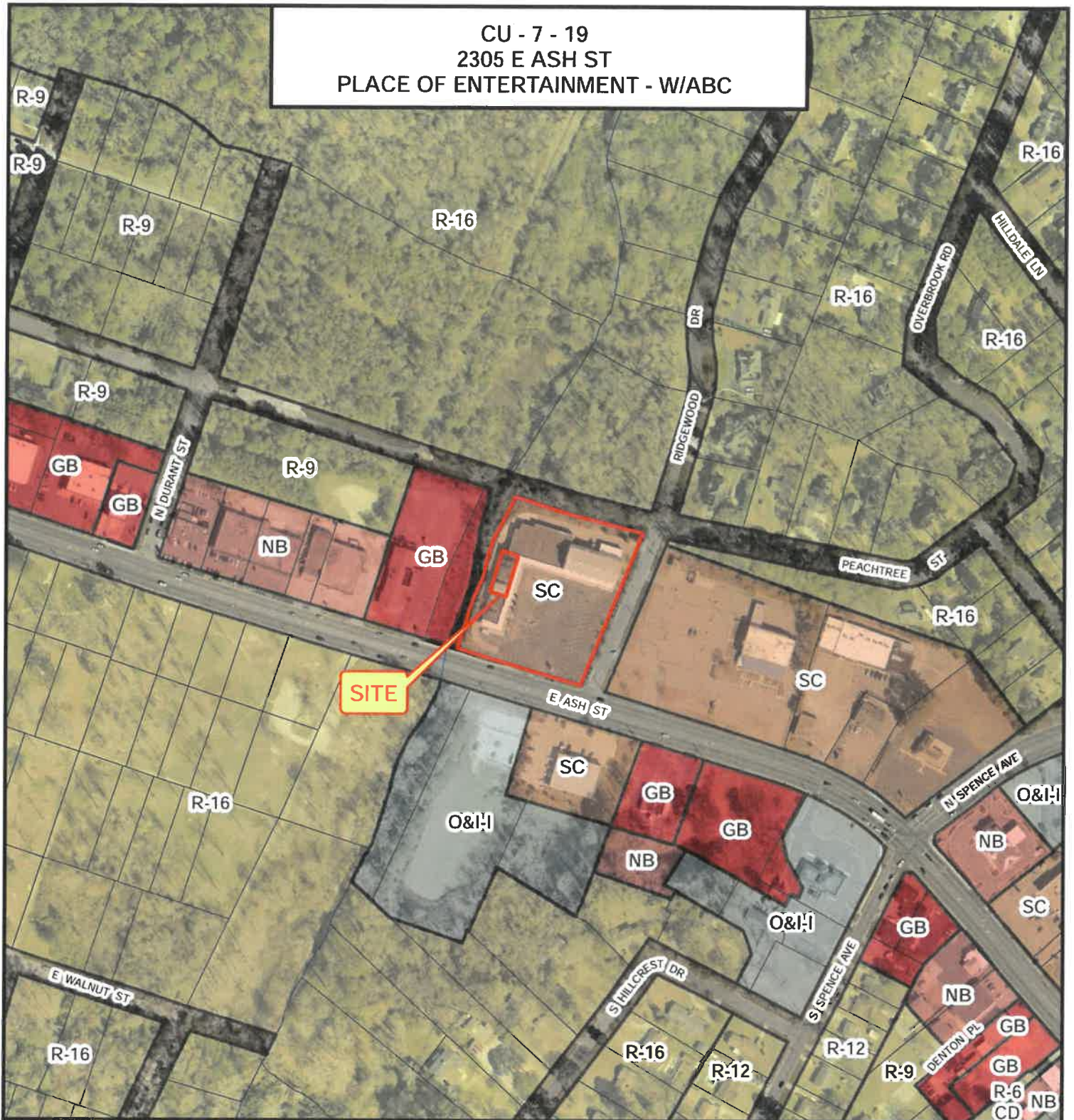
IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **APPROVED**.

Thus ordered this _____ day of _____, 2019.

Chuck Allen, Mayor

Ronald T. Lawrence, City Attorney

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



CONDITIONAL USE APPLICATION

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

300 150 0 300 Feet

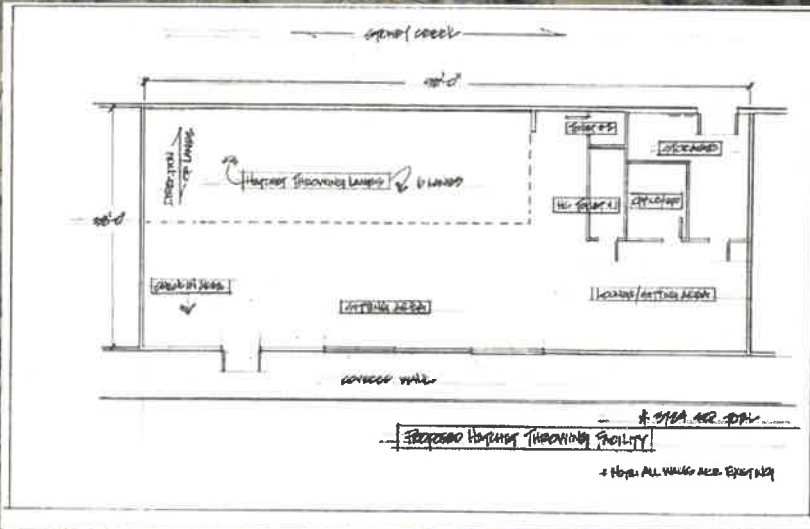


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CU - 7 - 19
2305 E ASH ST
PLACE OF ENTERTAINMENT - W/ABC

SITE



CONDITIONAL USE APPLICATION

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING**

SUBJECT: SITE-5-19 Site and Landscape Plans- Rashed LLC. (Convenient Mart Proposed Canopy and Gas Pumps)

BACKGROUND: The property is located on the north side of W. Ash Street between N. Alabama Avenue and N. Carolina Street.

Frontage: 214.97 ft.

Avg. Depth: 371.95 ft.

Area: 36,968 sq. ft. or 0.849 acres

Zoning: General Industry

Existing use: The property is currently operated as a convenient store without gas sales.

DISCUSSION: The submitted site plan indicates an existing one-story, brick-veneer convenience store with a gross floor area of 2,780 sq. ft.

The applicant has proposed a 3,095.58 sq. ft. canopy addition for 3 gas pump islands to be located in the front parking lot of the existing facility.

A 1,100 sq. ft. addition has been proposed for future construction.

Hours of Operation:

Monday-Friday: 8:30 am – 11:00 pm

Saturday: 9:00 am – 11:00 pm

Sunday: 10:00 am – 11:00 pm

Employees: 1

Access: The site is served by two existing and oversized driveway cuts off W. Ash Street.

Building and Lot: The building and lot are existing. As such, the site does not meet current development regulations in accordance with the Unified Development Code.

The side yard setback for the convenient store is 15 ft. Since the existing building's northeast corner is 3 ft. from the northern property line, a 12 ft. side yard setback modification will be necessary.

A future building addition is proposed and shown at the rear of the convenient store. The proposed addition will meet the current building setback requirements.

Two underground gas storage tanks (18,000 gallons and 6,000 gallons) are proposed and shown at the front of the facility and adjacent to the gas pump islands.

Parking: Parking for the site requires 1 space for each 200 sq. ft. of gross floor area. A total of 20 parking spaces are required. The site plan shows a total of 20 parking spaces to include 2 handicap accessible spaces.

Sidewalks and Pedestrian Access: Since the site is existing and the City's Pedestrian Sidewalk Plan does not identify sidewalks for the area, exterior sidewalks are not required. The applicant shows existing interior sidewalks leading from the parking lot to the building entrance.

Landscaping: The site plan indicates a required Type A, 5 ft. wide landscape buffer along the northern and southern property lines. The applicant has proposed removing existing concrete for the installation of the required Type A buffer yards. Buffer yard plantings will consist of 18 Autumn Fantasy Maples and 120 Otto Luyken Laurels.

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

Engineering: The property is not located within a Special Flood Hazard area.

Refuse collection: A solid waste receptacle is shown along the southern property line behind an existing six (6) ft. in height, vinyl-slatted, gated and barbed wire fence. The dumpster shall be screened from off-site views in accordance with City standards.

Interconnectivity: Interconnectivity has not been provided and would be impractical since the property is located between two railroads.

Applicant is requesting a modification of the interconnectivity requirement.

Modifications: The applicant is requesting the following modifications.

1. Modification of the side yard setback requirement from 15 ft. to 3 ft.
2. Modification of interconnectivity.

The Planning Commission, at their meeting held on May 28, 2019, recommended approval of the site plan request.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans for Rashed, LLC. with the following modifications:

1. Modification of the side yard setback requirement from 15 ft. to 3 ft.
2. Modification of interconnectivity

Date: 5/29/19



Planning Director

Date: _____

City Manager

SITE PLAN
RASHED LLC
601 W ASH ST



**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING**

SUBJECT: SITE-8-19 Timmons Group LLC - (Wayne Community College Automotive and Collision Repair Building and Parking Lot Modifications)

BACKGROUND: The property is located on the east side of Wayne Memorial Drive between Cox Boulevard and New Hope Road and more formally known as the main campus for Wayne Community College.

Frontage: 1,576 ft.
Area: 145.67 acres
Zoning: Office and Institutional-1

The location for the proposed development is directly east of the Fleet Maintenance Shop and across the street from Hocutt, Magnolia and Azalea academic buildings.

Existing use: The property is currently used for student parking.

DISCUSSION: The submitted site plan indicates a two-story, 34,789 sq. ft. building of metal framed construction proposed for use as an automotive and collision repair building.

The first floor will consist of 6 office spaces, 6 repair bays, 3 service bays, 3 alignment bays, 3 wheel and brake service bays, an engine and transmission lab area, conference room, classroom, breakroom, storage areas, and restrooms for students and staff. The second story mezzanine will consists of 6 classrooms and an informal student study area.

Hours of Operation: Monday-Thursday: 7:00am-1:00pm
Fridays: 7:00am-1:00pm

Access: The site will be served by the main campus access drive off Wayne Memorial Drive extending approximately 950 eastward to the proposed facility.

Two 30 ft. wide paved access drives will extend northward from the terminus providing access to two parking lots. One parking lot will be located directly east of the proposed facility containing 66 parking spaces to be used by staff and students. Another parking lot containing 51

parking spaces will be located directly behind the facility for storing automobiles used for student instruction and hands-on application. A six foot in height chain-link security fence will surround the rear parking lot.

Parking: Parking for the facility is based on 1 space per 200 sq. ft. of gross floor area for a total of 160 required parking spaces. As previously stated, the submitted site plan shows 66 parking spaces for the automotive facility. In addition, there are 562 existing campus parking spaces directly east of the automotive facility that provide sufficient parking for staff and students of Wayne Community's north campus.

In conjunction with site improvements for the automotive facility, the applicant is proposing to modify two existing campus parking lots for First Responder, Basic Law Enforcement and emergency driving certification purposes. Applicant is proposing to remove all existing asphalt surfaces including three grass medians and five landscape islands and replace with new asphalt pavement to include striping for student and staff parking.

City ordinances require smaller parking lots for parking areas consisting of more than 50 parking spaces. In addition, parking lot landscape islands are required when rows of parking exceed 15 spaces. The applicant is requesting a modification of the City's parking requirements as they pertain to the division of large parking areas and landscape islands in order to utilize the modified parking lots for BLET training and instruction.

Pedestrian Access: 5 ft. wide interior sidewalks have been provided for pedestrian access leading from the parking lots to the building entrances using private walkways and a handicap ramp.

Landscaping: The applicant has not submitted a landscape plan for the proposed automotive facility. Staff is working with the applicant to ensure that street trees, parking lot trees and foundation plantings are incorporated into the design of the site and in accordance with the City's landscape ordinance.

Building Elevations: The proposed building exterior consists of masonry, brick veneer, clear glazing and translucent fiber wall panels.

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

Engineering: The property is not located within a Special Flood Hazard area. City Engineering has reviewed and approved storm water calculations and drainage improvements for the site.

Refuse collection: A concrete pad is shown at the rear of the automotive facility for the location of a commercial dumpster. The dumpster will be screened in accordance with City standards.

Modifications: The applicant is requesting the following modifications.

1. Modification of smaller parking lots for parking areas consisting of more than 50 parking spaces.
2. Modification of parking lot landscape islands when rows of parking exceed 15 spaces.

The Planning Commission, at their meeting held on May 28, 2019, recommended approval of the site plan request.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans for Wayne Community College with the following modifications:

1. Modification of smaller parking lots for parking areas consisting of more than 50 parking spaces.
2. Modification of parking lot landscape islands when rows of parking exceed 15 spaces.

Date: 5/29/19

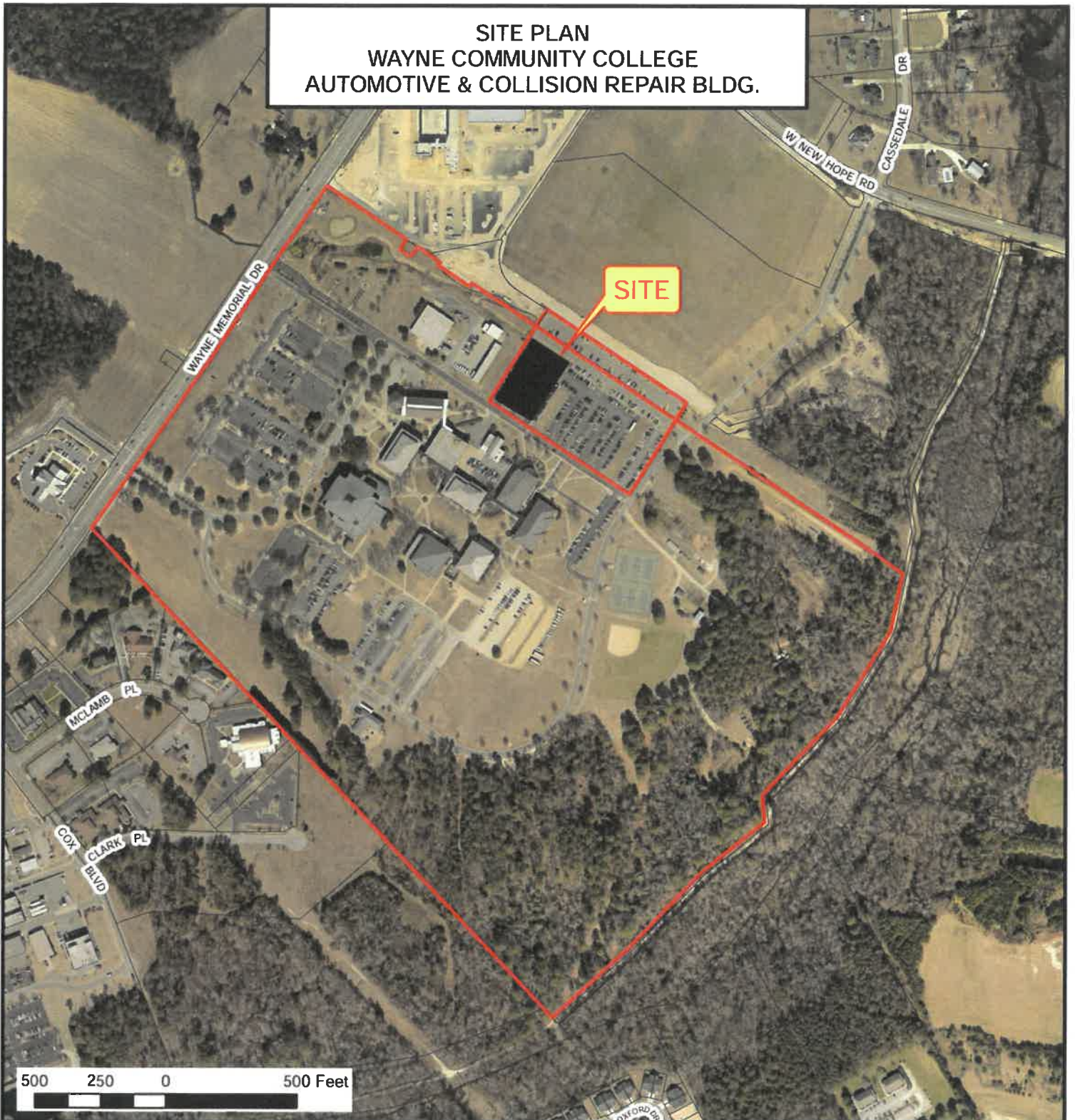


Planning Director

Date: _____

City Manager

**SITE PLAN
WAYNE COMMUNITY COLLEGE
AUTOMOTIVE & COLLISION REPAIR BLDG.**



SITE PLAN APPLICATION

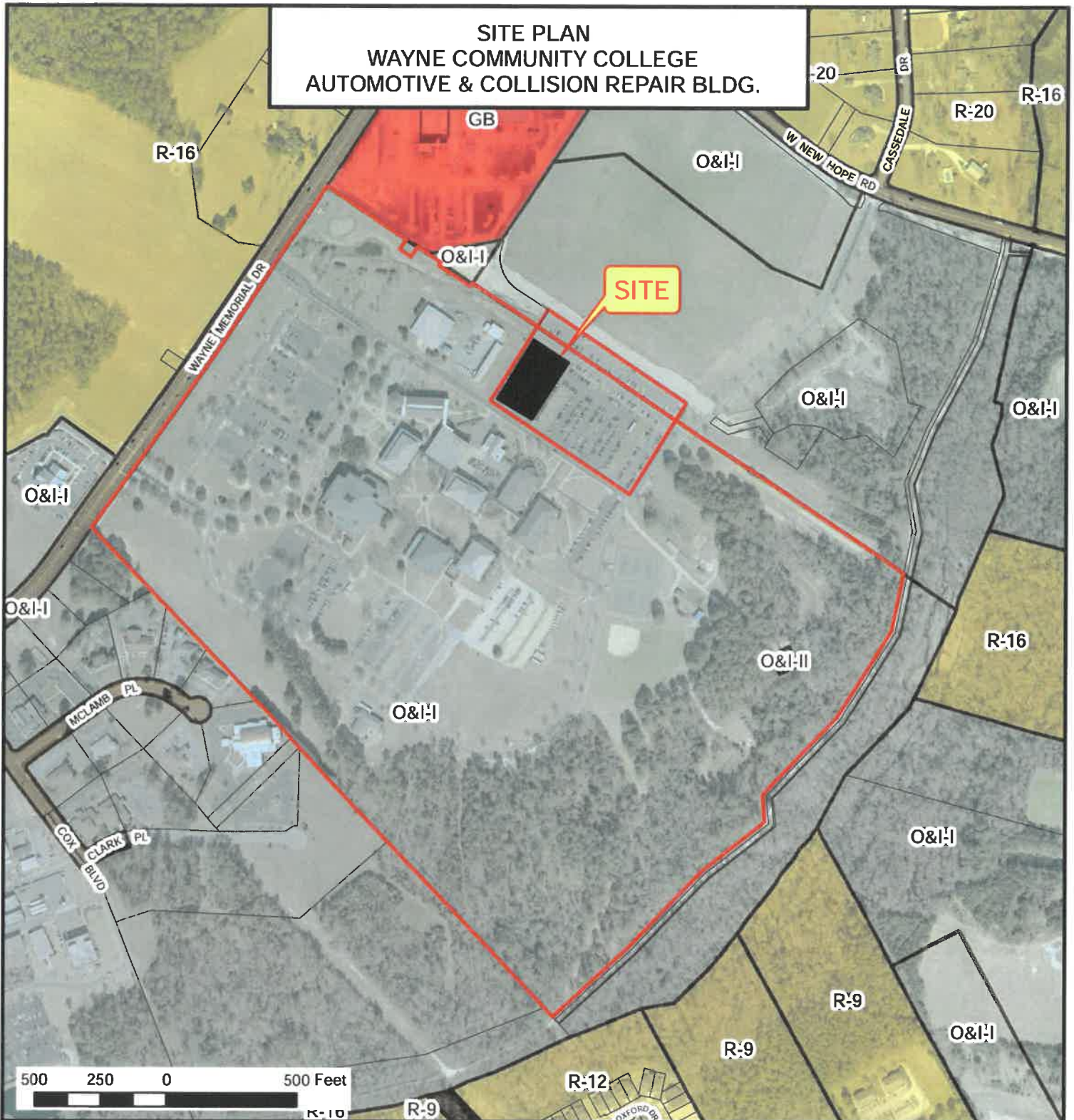
CASE NO: SITE-8-19
REQUEST: Automotive & Collision Repair Bldg.
APPLICANT: Wayne Community College
LOCATION: 3000 Wayne Memorial Drive



GOLDSBORO
BE MORE DO MORE SEYMOUR

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

**SITE PLAN
WAYNE COMMUNITY COLLEGE
AUTOMOTIVE & COLLISION REPAIR BLDG.**



SITE PLAN APPLICATION

CASE NO: SITE-8-19
REQUEST: Automotive & Collision Repair Bldg.
APPLICANT: Wayne Community College
LOCATION: 3000 Wayne Memorial Drive

GOLDSBORO
BE MORE DO MORE SEYMOUR

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CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Addition to the City of Goldsboro Code of Ordinances Pertaining to Golf Carts in the City

BACKGROUND: At the Work Session of the Goldsboro City Council on April 15, 2019, Councilmember Gene Aycock added a discussion on creating an ordinance to allow the use of golf carts on public streets using the state guidelines and charging a fee of \$25.00 per year.

After several discussions with Council, the city attorney has created an ordinance based on Council discussion to include regulations, rules and regulations for the operation of golf carts and enforcement.

Since the previous draft of the ordinance presented at the May 20, 2019 meeting, the following were the major changes to the draft ordinance: changing the age limit for operators from 16 to 18 and only operating golf carts on streets with a posted speed limit no more than 25 miles per hour, that the permit is valid for only one (1) year at the time and must be renewed annually; and that carts can only cross streets with a speed limit greater than 25 mph at duly erected stoplights.

RECOMMENDATION: By motion, adopt the attached ordinance adding Chapter 76-Golf Carts to the City of Goldsboro's Code of Ordinances.

Date: _____

Ron Lawrence, City Attorney

Date: _____

Tim Salmon, City Manager

ORDINANCE NO. 2019-

AN ORDINANCE ADDING CHAPTER 76: GOLF CARTS TO THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, At the Work Session of the Goldsboro City Council on April 15, 2019, Councilmember Gene Aycock added a discussion on creating an ordinance to allow the use of golf carts on public streets using the state guidelines and charging a fee of \$25.00 per year;

WHEREAS, After several discussions with Council, the city attorney has created an ordinance based on Council discussion to include regulations, rules and regulations for the operation of golf carts and enforcement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 76- Golf Carts be added to the Code of Ordinances of the City of Goldsboro, North Carolina as follows:

- **Chapter 76 - GOLF CARTS**
- **76.01 - Regulation of golf carts.**

(A) *Necessity.* The establishment of a golf cart ordinance is necessary to address the interests of public safety. Golf carts, are not designed or manufactured to be used on public streets, roads and highways, hereinafter "road(s)," and the City of Goldsboro in no way advocates or endorses their operation on roads. The city, by regulating such operation is merely trying to address obvious safety issues, and adoption of this article is not to be relied upon as a determination that operation on roads is safe or advisable if done in accordance with this article. All persons who operate or ride upon carts on roads do so at their own risk and peril and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. The city has no liability under any theory for permitting carts to be operated on roads. Any person who operates a cart must procure liability insurance on a par with that required for motor vehicles.

(B) *Purpose:* The purpose of this ordinance shall be to establish a golf cart ordinance within the City of Goldsboro to promote the health, safety and welfare of persons operating cart(s) within the city and to protect the safety of their passengers and other users of roads.

(C) *Definitions:* For the purpose of this article, the following words and phrases shall have the following meanings.

Driver's license: A valid license issued to operate a motor vehicle issued by North Carolina or any other state.

Financial responsibility: Liability insurance coverage on a golf cart in an amount not less than required by North Carolina law for motor vehicles operated on public highways in the State of North Carolina.

Golf cart: A four-wheel vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH (G.S. 20-4.01(12a)). Vehicles resembling golf carts which exceed this speed capacity must be registered with the

NC Department of Motor Vehicles, in which case they will essentially be regulated as an automobile, and otherwise such vehicles will not be allowed on public streets.

Operator: Only persons 18 years of age and older holding a valid driver's license may operate a golf cart on roads.

- **76.02 - Rules and regulations for the operation of golf carts.**

This section is to establish guidance in the interest of public safety. Hereinafter:

(A) The owners of golf carts, not including similar vehicles which have been registered with the state and have a license plate, must obtain a permit from the city. Such permit is valid for one (1) year only and must be renewed annually. The permit fee is \$25, and the permit shall be granted once the owner has provided the following items and information: (a) The full name of the owner and his or her address and telephone number, (b) a copy of the owner's driver's license, (c) proof of insurance covering the golf cart for injury to persons and property on an equal level to that required for NC registered motor vehicles, (d) the names, addresses and ages of the persons authorized by the owner to drive the golf cart, and a copy of their driver's licenses. A copy of the permit shall be on the golf cart at all times when it is used on public streets.

(B) Golf carts shall not be operated on or alongside a public road or street with a posted speed limit greater than 25 miles per hour.

(C) Golf carts may cross a road with a posted speed limit greater than 25 mph at a duly erected traffic control signal (such does not include stop signs or yield signs, but is intended that crossing be at duly erected traffic stoplights/control signals only). However, once this segment of road has been traversed, the golf cart is still required to travel only on or along a roadway with a speed limit of 25 mph or less. Golf carts must cross in a manner that is the most direct route in order to decrease crossing distance, i.e. no riding along a road or crossing at an angle. Under no circumstance is a golf cart allowed to cross a controlled access facility (such as an interstate) other than by means of bridges which cross over or under a controlled access facility.

(D) Any person who operates a golf cart must be responsible for all liability associated with operation of the golf cart and must have liability insurance coverage which will cover the use of a golf cart in an amount not less than required by North Carolina law for motor vehicles operated on public highways in the State of North Carolina. Proof of such insurance shall be readily available on the golf cart.

(E) Any person who operates a golf cart must be at least 18 years of age or older. No person may operate a golf cart unless that person is licensed to drive upon the public streets, roads and highways of North Carolina and then, only in accordance with such valid driver's license. Golf cart operators must carry their driver's license on their person at all times while operating a golf cart on public roads.

(F) Any person who operates a golf cart on public streets and roads must adhere to all applicable state and local laws, regulations and ordinances, including but not limited to those banning the possession and use of alcoholic beverages, and all other illegal drugs. In addition, no golf cart containing any open container of alcohol shall be operated on public roads.

(G) The operator of the golf cart shall comply with all traffic rules and regulations adopted by the State of North Carolina and the city which governs the operation of motor vehicles.

(H) An operator may not allow the number of people in the golf cart at any one time to exceed the maximum capacity specified by the manufacturer. The operator shall not allow passengers to ride on any part of a golf cart not designed to carry passengers, such as the part of the golf cart designed to carry golf bags.

(I) In no instance shall a golf cart be operated at a speed greater than 20 miles per hour. No golf cart may be operated at a speed greater than reasonable and prudent for the existing conditions.

(J) Golf carts must be operated at the right edge of the roadway and must yield to all vehicular and pedestrian traffic.

(K) Golf carts must park in designated spaces in such a manner that multiple golf carts can utilize the space. All parking rules and limits apply. No parking on sidewalks is allowed.

(L) Golf carts must have basic and safety equipment supplied by the manufacturer, including a vehicle identification or serial number. Such equipment must include a rear view mirror and plainly visible rear reflectors.

(M) Golf carts without lights may be operated only during daylight hours. Golf carts meeting the requirements set forth below may operate at any time:

1. Golf carts having two operating headlights, one on each side of the front of the golf cart and two operating tail lights, one on each side of the rear of the cart, all four lights must be visible from a distance of 500 feet; and
2. If a mechanical turn signal indicator is not installed, then hand signals are required for turns.

• **76.3 - Enforcement.**

Violation of the provisions of this article shall constitute an infraction in accordance with Chapter 20 of the North Carolina General Statutes, the maximum penalty for which shall be \$150.00.

This Ordinance shall be in full force and effect from and after the 3rd day of June, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
COUNCIL MEETING
JUNE 3, 2019

SUBJECT: Adoption of a Resolution in Support Of Senate Bill 377, the Military Base Protection Act

BACKGROUND: The City of Goldsboro is the proud home to Seymour Johnson Air Force Base, where the Air Combat Command's 4th Fighter Wing, an Air Force Reserve Command Unit, the 916th Air Refueling Wing, and several other squadrons and detachments are housed.

DISCUSSION: The airspace surrounding North Carolina's installations and ranges is critical to the missions of the Services in conducting training and operations. Senate Bill 377, the Military Base Protection Act, provides that the construction, operation, or expansion activities associated with a wind energy facility shall be prohibited in any location included in the area designated in red as "Significant" on the map entitled "Vertical Obstruction Impact on the NC Military Mission," as the impacts of vertical obstructions in this area have been determined to be significantly high, with a high risk for degrading safety and the military's ability to perform aviation training

RECOMMENDATION: By motion, adopt the attached Resolution in Support Of Senate Bill 377, the Military Base Protection Act

Date: _____

City Manager

RESOLUTION NO. 2019-____

A RESOLUTION IN SUPPORT OF SENATE BILL 377
THE MILITARY BASE PROTECTION ACT

WHEREAS, The City of Goldsboro is the proud home to Seymour Johnson Air Force Base, where the Air Combat Command's 4th Fighter Wing, an Air Force Reserve Command Unit, the 916th Air Refueling Wing, and several other squadrons and detachments are housed; and

WHEREAS, North Carolina is the home state to a number of military installations and is known as the most military friendly state; and

WHEREAS, These installations are critical to the long-term economic vitality of the State and are viewed as strategic assets important to both National Security and the North Carolina economy; and

WHEREAS, The airspace surrounding North Carolina's installations and ranges is critical to the missions of the Services in conducting training and operations; and

WHEREAS, the residents of the greater Goldsboro community stand strong in unified support of our military soldiers and airmen and the mission readiness of Seymour Johnson Air Force Base; and

WHEREAS, Senate Bill 377, the Military Base Protection Act provides that the construction, operation, or expansion activities associated with a wind energy facility shall be prohibited in any location included in the area designated in red as "Significant" on the map entitled "Vertical Obstruction Impact on the NC Military Mission," as the impacts of vertical obstructions in this area have been determined to be significantly high, with a high risk for degrading safety and the military's ability to perform aviation training.

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

1. We hereby express our support for Senate Bill 377, in protection of North Carolina's military installations.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
COUNCIL MEETING
JUNE 3, 2019

SUBJECT: Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina

BACKGROUND: In 1990, an agreement was reached between the North Carolina League of Municipalities and the City of Goldsboro to engage American Legal Publishing Company to revise the Code of Ordinances of Goldsboro. The revised Code was published in 1995.

DISCUSSION: The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-43 Supplement. This Supplement contains all Ordinances of a general nature enacted since S-42 Code of Ordinances dated October 15, 2018.

RECOMMENDATION: By motion, adopt the attached Ordinance enacting and adopting the 2019 S-43 Supplement to the Code of Ordinances of the City of Goldsboro.

Date: _____
City Clerk

Date: _____
City Manager

ORDINANCE NO. 2019-

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES
OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2019 S-43 Supplement to the Code of Ordinances of the City of Goldsboro; and

WHEREAS, said Supplement contains all Ordinances of a general nature enacted since the publication of the 2018 S-42 Supplement to the Code of Ordinances of said municipality; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on, or make reference to, sections of the North Carolina Code.

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

1. It is the intent of the City Council to accept the updated sections of the City Code of Ordinances in accordance with the changes of the law of the State of North Carolina.
2. The 2019-43 Supplement to the City Code of Ordinances, as prepared by the American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.
3. This Ordinance shall be in full force and effect from and after this 3rd day of June, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO, NORTH CAROLINA

CODE OF ORDINANCES

2019 S-43 Supplement contains:
Local legislation current through Ordinance 2019-7, passed 2-4-19; and
State legislation current through North Carolina Legislative Service,
2018 Regular Session, Pamphlet No. 6

Published by:
AMERICAN LEGAL PUBLISHING CORPORATION
One West Fourth Street ✧ 3rd Floor ✧ Cincinnati, Ohio 45202
1-800-445-5588 ✧ www.amlegal.com

ORDINANCE NO. 2018-56

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT
TO THE CODE OF ORDINANCES
OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2018 S-42 Supplement to the Code of Ordinances of the City of Goldsboro; and

WHEREAS, said Supplement contains all Ordinances of a general nature enacted since the publication of the 2018 S-41 Supplement to the Code of Ordinances of said municipality; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on, or make reference to, sections of the North Carolina Code.

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

1. It is the intent of the City Council to accept the updated sections of the City Code of Ordinances in accordance with the changes of the law of the State of North Carolina.
2. The 2018-42 Supplement to the City Code of Ordinances, as prepared by the American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.
3. This Ordinance shall be in full force and effect from and after this 15th day of October, 2018.

Approved as to Form Only:

Reviewed by:

Ronald T. Lawrence, II /s/
City Attorney

Scott Stevens /s/
City Manager

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§ 31.19 GENERAL DISCLOSURE; CITY CLERK TO PRESCRIBE FORM AND FEES FOR COPYING.

(A) The Mayor, City Council members, and members of citizen boards or commissions, shall file with the City Clerk on the first day of February of each year, a statement containing the following information:

(1) The identity, by name and address, of any business entity of which he or she or any member of his or her immediate household is an owner (as defined in § 31.16), officer or director. Additionally, the city official and spouse shall give the name of their employer or, if self-employed, state the nature of their work.

(2) The identity, by location and address, of all real property located in the city, including any extraterritorial jurisdiction, owned by the city official or any member of his or her immediate household, other than his or her personal residence.

(B) The statements required by this section shall be filed on a form prescribed by the City Clerk and are public records available for inspection and copying by any person during normal business hours. The city Clerk is authorized to establish and charge reasonable fees for the copying of statements. ('70 Code, § 2-172) (Am. Ord. 2018-67, passed 12-3-18)

§ 31.20 INVESTIGATIONS INSTIGATED BY CITY COUNCIL; CITY MANAGER; ANY OTHER PERSON.

(A) The City Council may direct the City Attorney to investigate any apparent violation of this subchapter, as it applies to the Mayor, any member of the City Council, City Manager, or member of any citizen board or commission, and to report the findings of his or her investigation to the City Council.

(B) The City Manager may direct the City Attorney to investigate any apparent violation of this article as it applies to department heads, and to report the findings of his or her investigation to the City Manager.

(C) The City Council may direct the City Manager to investigate any apparent violation of this subchapter by the City Attorney, and to report the findings of his or her investigations to the City Council.

(D) Any person who believes that a violation of this subchapter has occurred may file a complaint in writing with the City Council when the Mayor, a member of the City Council, City Manager, City Attorney, or member of any citizen board or commission, is the subject of the complaint, or with the City Manager when a department head is the subject of the complaint, who may thereafter proceed as provided in paragraphs (a) through (c) of this section. ('70 Code, § 2-173)

§ 31.21 SANCTIONS BY CITY MANAGER; CITY COUNCIL; RIGHTS OF ACCUSED AT HEARINGS.

(A) If the City Manager, after the receipt of an investigation by the City Attorney, has cause to believe a violation of this subchapter has occurred, the City Manager shall schedule a hearing on the matter. The city official who is charged with the violation shall have the right to present evidence, cross-examine witnesses, including the complainant or complainants, and be represented by counsel at the hearing. If, after such hearing and a review of all the evidence, the City Manager finds that a violation of this article has occurred, the City Manager shall take whatever lawful disciplinary action he or she deems appropriate, including but not limited to, reprimand, suspension, demotions or termination of service.

(B) If the City Council, after receipt of an investigation by the City Attorney, has cause to believe a violation has occurred, the City Council shall schedule a hearing on this matter. The City official who is charged with the violation shall have the right to present evidence, cross-examine witnesses, including the complainant or complainants, and be represented by counsel at the hearing. If, upon the conclusion of the hearing, at least five members of the Council vote to find a violation has occurred, the Council may adopt a resolution of censure which shall be placed as a matter of record in the minutes of an official council meeting.

(C) In order to further protect the rights of city officials, all investigations conducted under § 31.20 shall remain confidential and shall not be deemed a public record unless agreed upon by the alleged violator and City Council. In addition, the hearings conducted under this section shall not be opened to the public unless agreed upon by the alleged violator and City Council. Any disciplinary action taken by the City Manager or any resolution adopted by the City Council shall be made public.
('70 Code, § 2-174)

§ 31.22 ADVISORY OPINIONS.

When any city official has a doubt as to the applicability of any provision of this subchapter to a particular situation, or as to the definition of terms used in this subchapter, he or she may apply to the City Attorney for an advisory opinion. The city official shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of this subchapter before such advisory opinion is made.
('70 Code, § 2-175)

CHAPTER 32: BOARDS, COMMISSIONS AND DEPARTMENTS

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- 32.002 Divisions within Department
- 32.003 Director of Finance
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- 32.015 Mission of Department
- 32.016 Public Works Director
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Goldsboro - Administration***Department of Human Resources***

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- 32.300 Purpose
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Specific Boards and Commissions

- 32.320 Commission on Community Relations and Development
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- 32.324 Parks and Recreation Advisory Commission
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- 32.326 Board of Adjustment
- 32.327 Reserved
- 32.328 Historic District Commission
- 32.329 T.C. Coley Community Center Advisory Board

Cross-reference:

Parks and Recreation Department, see § 97.31

(C) *Staff services.* The Development Services Director or his designee shall serve as Secretary to this body.
(Ord. 2018-8, passed 2-19-18)

§ 32.329 T.C. COLEY COMMUNITY CENTER ADVISORY BOARD.

(A) *Purpose and duties.* The purpose and duties of the Board shall be to:

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

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

(B) *Membership, appointment, and term of office.* The Board shall be composed of seven members (two members of City Council, one tenant from the Community Center, one member from the neighborhood, one member from the business community, one member from the public service community, and one member from the Mayor's Youth Council) who shall be appointed by Council to initially serve a staggered term up to three years or until their successors are appointed and qualified, with the exception of the Youth Council appointment, which shall be a high school student with a term of one year. Any vacancy shall be filled by the City Council for all unexpired terms. Each appointee shall first have completed the boards and commissions conflict of interest statement and shall abide thereby in the execution of their duties.

(C) *Staff services.* The City Manager's Office may provide a staff liaison to assist the Board with meetings, fiscal management, organization, and other advisory issues that occur.
(Ord. 2018-59, passed 11-5-18; Am. Ord. 2019-6, passed 2-4-19)

CHAPTER 75: PARKING SCHEDULES

Section

75.01 Parking schedules adopted by reference

§ 75.01 PARKING SCHEDULES ADOPTED BY REFERENCE.

The city's parking schedules and any amendments thereto, are hereby adopted by reference and incorporated as if set out at length herein. Copies of the schedules are on file in the office of the City Clerk for public inspection.

(Am. Ord. 2003-9, passed 2-17-03; Am. Ord. 2012-45, passed 5-21-12; Am. Ord. 2017-52, passed 10-16-17; Am. Ord. 2018-39, passed 8-20-18)

§ 90.08 DISPOSITION OF JUNKED MOTOR VEHICLES.

(A) With the consent of the owner, the Building Inspector, or his designee, may dispose of any vehicle as a junked motor vehicle without holding it for any prescribed period of time.

(B) Any unclaimed junked motor vehicle as defined by this chapter shall be held for a period of at least 15 days. The owner of any such vehicle may claim his vehicle during the 15-day retention period by exhibiting proof of ownership to the Building Inspector and after paying all reasonable costs incident to the removal and storage of the vehicle plus administrative expenses. If after the vehicle is held 15 days it remains unclaimed, the vehicle may be destroyed or sold at private sales as junk. Within 15 days after final disposition of a junked motor vehicle, written notice thereof shall be given to the State Department of Motor Vehicles that the vehicle has been determined to be a junked motor vehicle and disposed of as such. The notice shall contain as full and accurate a description of the vehicle as can be reasonably determined.

('70 Code, § 11-69) (Ord. 1983-13, passed 4-5-83; Am. Ord. 1985-47, passed 8-5-85; Am. Ord. 2005-63, passed 7-5-05)

§ 90.09 DISPOSITION OF UNIDENTIFIED VEHICLES.

Vehicles not displaying a license plate and whose identification numbers have been removed or defaced so as to be illegible may be destroyed or sold at a private sale, without regard to value, after being held for 48 hours.

('70 Code, § 11-70) (Ord. 1983-13, passed 4-5-83; Am. Ord. 2005-63, passed 7-5-05)

§ 90.10 DISPOSITION OF PROCEEDS OF SALE OF JUNKED MOTOR VEHICLE.

The proceeds of the sale of a junked motor vehicle, after all costs of removal, storage, investigation and sale, and satisfaction of any liens of record on the vehicle have been deducted therefrom, shall be held by the Director of Finance for 30 days and paid to the registered owner upon demand. If the owner does not appear to claim the remainder of the proceeds within 30 days after disposal of the vehicle, the funds shall be deposited into the city general fund and the owner's rights therein shall be forever extinguished.

('70 Code, § 11-71) (Ord. 1983-13, passed 4-5-83; Am. Ord. 2005-63, passed 7-5-05)

§ 90.11 IMMUNITY.

Neither the city nor any person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of any abandoned, lost or stolen vehicle for disposing of such vehicle as contemplated by this chapter.

('70 Code, § 11-72) (Ord. 1983-13, passed 4-5-83; Am. Ord. 2005-63, passed 7-5-05)

§ 90.12 LIMITATIONS OF PROVISIONS.

Nothing in this chapter shall apply to any vehicle in an enclosed building or any vehicle on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise, or to any vehicle which is lawfully used on a regular basis for personal or business purposes or to any vehicle in an appropriate storage place or depository maintained in a lawful place or manner.

('70 Code, § 11-73) (Ord. 1983-13, passed 4-5-83; Am. Ord. 1985-47, passed 8-5-85; Am. Ord. 2005-63, passed 7-5-05)

WRECKERS**§ 90.20 REQUIREMENTS FOR ENTRY ON THE WRECKER ROTATION LIST FOR POLICE DEPARTMENT USE.**

(A) Any wrecker firm desiring entry on the wrecker rotation list will be placed on the list provided that the following requirements are met:

(1) The wrecker firm and storage area must be physically located within the city limits, or one and one-half miles thereof.

(2) The wrecker service will use only tow trucks equipped with revolving or flashing amber or yellow light(s), which shall be operating during any tow. Additionally, the wrecker service will maintain towing equipment which is adequate to perform the towing service in a reasonably workmanlike manner and is properly equipped to tow vehicles in such a manner as to minimize any damage to towed vehicles. At all times, and not just for inspection purposes, wrecker services shall have and maintain in good working order the equipment, tools, and supplies as follows:

- (a) Axe;
- (b) Large broom;
- (c) Fire extinguisher, five pound multi-purpose dry chemical;
- (d) Shovel;
- (e) Flares or traffic cones 28 inches in height;
- (f) Two snatch blocks;
- (g) Two scotch blocks;

(h) Dollies (except rollback wreckers);

(i) A five-gallon waterproof, covered, and full container of "speedi-dry" or similar type of absorbent material;

(j) Cable, one spool having at least 100 feet and measuring three-eighths of an inch in diameter;

(k) Bolt cutters; and

(l) Safety vest.

(3) The wrecker firm must have a well-lighted fenced area for the purpose of storing and keeping wrecked vehicles. The wrecker firm is liable for theft or vandalism to a wreckee's property. Towed vehicles must be stored in the enclosed area until claimed by the owner.

(4) The wrecker firm must show evidence of carrying insurance in the following amounts:

(a) *Hook or cargo policy.* A hook or cargo insurance policy issued by a company authorized to do business in the state in the amount of \$100,000 for each small wrecker and \$250,000 for each large wrecker, or as otherwise required by federal regulation, whichever is greater.

(b) *Garage liability policy.* A garage liability policy covering the operation of the licensee's business equipment or other vehicles for any bodily injury or property damage. This policy shall be in the minimum of \$1,000,000 for any one person injured or killed and a minimum of \$1,000,000 for more than one person killed or injured in any accident, and an additional \$50,000 for property damage.

(c) *Garage keeper's policy.* A garage keeper's legal liability policy for each storage premises covering fire, theft, windstorm, vandalism, and explosion in the amount of \$100,000 (\$50,000 per claim per vehicle).

(5) The wrecker firm must provide 24-hours per day, seven days per week, on-call service. The firm must have one daytime and one nighttime/weekend/holiday number and must answer or lose the call. Voicemail messages will not be utilized.

(6) The wrecker firm must permit annual inspection of vehicles, equipment and storage area by the City Police Department.

(7) The wrecker firm shall be responsible for clearing the street of debris caused by an accident before leaving the scene.

(8) All wrecker firms within the city must be duly licensed by the city to conduct business.

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(9) The wrecker firm's vehicles must be properly registered by the State Department of Motor Vehicles and drivers of the wrecker firm's vehicles must be properly licensed to drive by the state.

(10) The wrecker firm shall be forbidden to tie onto a wrecked vehicle at the scene of an accident in the city without authorization by the officer at the scene.

(11) The wrecker firm shall at all times have qualified operators available for their wreckers who must not be under the influence of any impairing substance(s).

(12) *Compliance with fee schedule.* Wrecker services shall charge for their services only those fees or costs as established in the city's fee schedule and any amendments thereto, and the fee schedule and amendments thereto are hereby adopted by reference and incorporated as if set out at length herein. Wrecker services shall be required to sign a fee schedule agreement as determined by the Chief of Police. Copies of the fee schedule are on file in the Office of the City Clerk for public inspection. On any wreck handled by a police rotation wrecker for which a nonstandard charge is made, the wrecker firm shall notify the Chief of Police in writing within 24 hours.

(13) A wrecker firm who receives a call for wrecker service by rotation shall decline the call if the driver cannot reach the scene in 30 minutes. The wrecker firm's rotation turn will be forfeited.

(14) *Release authorization receipt.* No towed vehicle may be released by the wrecker service until the owner or operator presents the wrecker service with a release authorization receipt from the Police Department.

(15) *Investigation by the Chief of Police.* Within five business days after receipt of each application, the Chief of Police or designee shall cause an investigation to be made of the applicant and of the applicant's proposed operation. This investigation shall be made for the purpose of verifying the information in the application and to assure compliance with the provisions of this chapter.

(B) *Interception of police calls.* No wrecker service shall arrive at the scene of a police investigation as a result of monitored or intercepted police calls by radio or other device, for the purpose of soliciting towing or repair services.

(C) *Annual inspection.* It shall be the duty of the Chief of Police or designee to inspect on an annual basis all of the wrecker services on the police rotation list. The inspection shall include the operation's records, wrecker vehicles, storage facilities, insurance policies, and any other areas the Chief of Police or designee may deem appropriate to the operation of the service on the police wrecker rotation list.

(D) *Noncompliance and/or violation.*

(1) A wrecker firm who is found to be in noncompliance with or violation of any of the requirements that are set forth in this section may be subject to the following actions when offenses occur within a one year period:

- (a) First offense: seven day suspension;
- (b) Second offense: 14 day suspension;
- (c) Third offense: 30 day suspension; and/or
- (d) Fourth offense: removal from the rotation wrecker list.

(2) The wrecker service shall be notified in writing by the Chief of Police of the action and the reasons for his/her decision.

(3) A wrecker firm may reapply for the rotation list after the completion of the suspension period, subject to all provisions of the suspension, including, but not limited to, the correction of all noncompliance.

(E) A wrecker firm who is dissatisfied in any way with the administration of the rotation system or wrecker requirements shall file a written statement with the Chief of Police within ten business days of the occurrence/complaint. If the Chief of Police cannot satisfy the complainant, a statement shall be filed with the City Manager. If the City Manager cannot satisfy the complainant, a statement shall be filed with the City Council for their consideration.

('70 Code, § 25½-1) (Ord. 1974-17, passed 3-4-74; Am. Ord. 1975-29, passed 6-2-75; Am. Ord. 2005-63, passed 7-5-05; Am. Ord. 2019-2, passed 1-7-19)

§ 90.21 REQUIREMENTS FOR WRECKER TOWING SERVICE PROVIDERS FOR CODE ENFORCEMENT USE.

(A) Any wrecker firm contracting with the city to provide towing services shall comply with the following requirements:

(1) If the wrecker firm and storage area are physically located within the city limits or within the extraterritorial jurisdiction, then an eight- foot screening fence shall be provided around the vehicular storage area.

(2) The wrecker firm desiring entry on the rotation list must have at least a two-ton wrecker equipped with half-inch cable. All wreckers must have approved tow-sling, dollies, dual wheels on the rear, emergency revolving lights and tools.

(3) The wrecker firm must have a well-lighted fenced area for the purpose of storing and keeping vehicles. The wrecker firm is liable for theft or vandalism to a wreckee's property. Towed vehicles must be stored in the enclosed area until claimed by the owner.

(4) The wrecker firm must show evidence of carrying insurance in the following amounts:

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- (a) Each person, \$100,000.
- (b) Each occurrence, \$300,000.
- (c) Property damage, \$50,000.

(5) The wrecker firm must provide 24-hour service. The firm may have one daytime number and two nighttime numbers and must answer by the first five rings or lose the call.

(6) The wrecker firm must permit annual inspection of vehicles, equipment and storage area by the City of Goldsboro Code Enforcement staff.

(7) All wrecker firms within the city must be duly licensed by the city to conduct business.

(8) The wrecker firm's vehicles must be properly registered by the State Department of Motor Vehicles and drivers of the wrecker firm's vehicles must be properly licensed to drive by the state.

(9) The wrecker firm shall at all times have qualified operators available for their wreckers who must not be drinking while answering a call.

(B) A wrecker firm who is found to be in noncompliance in any of the requirements that are set forth in this section shall be removed from the wrecker rotation list immediately and shall be notified in writing by the Planning Department of the removal and the reasons for its decision. A wrecker firm may be added back on the list when the noncompliance is corrected at the discretion of the Planning Director.

(C) A wrecker firm who is dissatisfied in any way with the administration of the requirements to provide wrecker service shall file a written statement with the Planning Department. If the Planning and Community Development Director cannot satisfy the complainant, a statement shall be filed with the City Manager. If the City Manager cannot satisfy the complainant, a statement shall be filed with the City Council for their consideration.

(Ord. 2005-63, passed 7-5-05)

§ 90.99 PENALTY.

(A) For any and every violation of the provisions of this chapter, the owner, lessee or occupant of the premises where such violation has been committed or exists, and any other person who knowingly commits, takes part in, or assists in any violation, shall be held liable on conviction thereof and shall be a misdemeanor as provided by G.S. § 14-4, for each and every offense following notification. Each violation which continues beyond the limits as described in §§ 90.02(A) or 90.03 shall constitute upon notification by the Director of Planning or other authorized official, a separate offense punishable in like manner.

(B) If the violation continues after the deadlines established in this chapter to correct a violation, then a citation with a fine in an initial amount of \$50 shall be authorized to be issued against the violator. Thereafter, each day the violation continues shall be deemed an additional offense and additional citations with increasing fines up to \$250 may be issued each day the violation continues. Any unpaid citations and delinquency charges shall be cumulative and shall be recovered in a civil action or in the nature of debt as well as any attorney fees incurred by the city incident thereto. In lieu of a civil action to recover the debt, the city may turn unpaid penalties in to a credit/collection agency for collection. The offender will be responsible for all reasonable monetary damages as required by the collections agency to recover the debt. This section may also be enforced by any appropriate, equitable action.

('70 Code, § 11-74(a)) (Ord. 1983-13, passed 4-5-83; Am. Ord. 2005-63, passed 7-5-05)

(A) Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or

(B) Meet all the requirements for new construction, including anchoring and elevation requirements of §§ 151.21, 151.30 and 151.31(3).
(Ord. 2018-24, passed 5-21-18)

§ 151.31(7) TEMPORARY NON-RESIDENTIAL STRUCTURES.

Prior to the issuance of a floodplain development permit and/or building permit for a temporary structure, applicants must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

(A) A specified time period for which the temporary use will be permitted. Time specified may not exceed three months, renewable up to one year;

(B) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(C) The time frame prior to the event at which a structure will be removed (for example, minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

(D) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(E) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
(Ord. 2018-24, passed 5-21-18)

§ 151.31(8) ACCESSORY STRUCTURES.

When accessory structures (sheds, detached garages and the like) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(A) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(B) Accessory structures shall not be temperature-controlled;

- (C) Accessory structures shall be designed to have low flood damage potential;
- (D) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (E) Accessory structures shall be firmly anchored in accordance with § 151.30(A);
- (F) All service facilities such as electrical shall be installed in accordance with § 151.30(D);
- (G) Openings to relieve hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with § 151.31(4)(C); and
- (H) An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of § 151.31(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with § 151.21(3).
(Ord. 2018-24, passed 5-21-18)

§ 151.31(9) TANKS.

When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met.

- (A) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (B) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (C) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of § 151.31(2) shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (D) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

<i>Ord. No.^{xx}</i>	<i>Date Passed</i>	<i>Description</i>
2017-4	1-17-17	Annexing certain noncontiguous real property, being property of Ample Storage Goldsboro, LLC.
2017-20	4-17-17	Annexing certain contiguous real property, being the property of Mills Goldsboro Properties, LLC.
2017-31	6-26-17	Annexing certain contiguous real property, being the property of Cuyler Spring Housing Associates, LLC Property.
2017-32	6-26-17	Annexing certain contiguous real property, being the property of Redco Properties, LLC.
2017-49	10-16-17	Annexing certain contiguous real property, being the property of AAA Mini-Storage (Paul Williams Property).
2018-47	10-1-18	Annexing certain contiguous real property, being two tracts of The Three J's Property.
2019-3	1-22-19	Annexing certain noncontiguous real property, being J. Isaac Gurley Farms.

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Description</i>
2018-23	5-7-18	Rezoning certain property, being Z-5-18 Fortina Alcala-Hernandez, northeast corner of Tommy's Road and Clara Monte Drive, from R-20A Residential to RM-9 Residential Manufactured Home.
2018-28	6-4-18	Rezoning certain property, being Z-7-18 Elsie G. Ryals, north side of Vann Street between Nannie Ryals Street and Vann Street Terminus, from R-6 Residential to RM-9 Residential Mobile Home.
2018-29	6-4-18	Rezoning certain property, being Z-8-18 County of Wayne, east side of Clingman Street between Fourth Street and Corporate Drive, from R-9 Residential, I-2 Industrial Conditional District and Office and Institutional-1 to Office and Industrial-2.
2018-34	7-16-18	Rezoning certain property, being Z-9-18 Wayne County Development Alliance, east side of Patetown Road between North William Street and Stoney Creek, from R-16 Residential to I-2 General Industry.
2018-38	8-6-18	Rezoning certain property, being Z-10-18 Lane Farms, Inc., southwest corner of Salem Church Road and US 70 Bypass, from R-16 Residential to Highway Business.

Goldsboro - Table of Special Ordinances

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Description</i>
2018-43	9-4-18	Rezoning certain property, being Z-11-18 The Three J's, North side of US 70 East between North Oak Forest Road and East Ash Street Extension, from Shopping Center to General Business Conditional District (limited to a car dealership with plan approval required).
2018-44	9-4-18	Rezoning certain property, being Z-12-18 Goldsboro Housing Authority, South side of Edgerton Street between Claiborne Street and Taylor Street, from R-9 Residential to Office and Institutional-1 Conditional District (limited to a day care center with plan approval required).
2018-45	9-4-18	Rezoning certain property, being Z-13-18 Arnold Flowers, North side of Arrington Bridge Road between Casey Mill Road and Bill Lane Boulevard, from R-20A Residential and RM-NC Residential Nonconforming Mobile Home to I-2 General Industry Conditional District (limited to a log fumigation operation with plan approval required).
2018-46	9-4-18	Rezoning certain property, being Z-14-18 Shirley Edwards, South side of A Street between Seaboard Street and North Center Street, from R-6 Residential to RM-9 Residential Mobile Home Conditional District (limited to placement of one manufactured home on the property with site plan approval to include

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Description</i>
2018-46 (Cont'd)		modifications of the lot area requirement and the requirement that the unit be placed parallel to the front property line).
2018-57	10-15-18	Rezoning certain property, being Z-16-18 Sarah Edwards, North side of Vann Street between Bruce Street and Vann Street Terminus, from R-6 Residential to RM-9 Residential Mobile Home.
2018-60	11-5-18	Rezoning certain property, being Z-15-18 Lane Farms, Inc., North and South sides of New US 70 Bypass between Salem Church Road and Claridge Nursery Road, from R-12 and R-20 Residential to Highway Business.
2018-68	12-3-18	Rezoning certain property, being Z-17-18 Wayne County Historical Association, South side of East Mulberry Street between North William Street and Patrick Street, from R-9 Residential to CBD Central Business District.
2018-69	12-3-18	Rezoning certain property, being Z-18-18 Leonard and Doris Jones, North side of Vann Street between Bruce Street and Vann Street Terminus, from R-6 Residential to RM-9 Residential Manufactured Home.
2019-7	2-4-19	Rezoning certain property, being Z-19-18 McArthur Properties, East side of North Berkeley Boulevard between Holly Road and E. New

Goldsboro - Table of Special Ordinances

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Description</i>
2019-7 (Cont'd)		Hope Road, from R-16 Residential to GB General Business Conditional District with site plan approval required prior to development.

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Code Section</i>
2017-1	1-3-17	T.S.O., Table IV
2017-2	1-3-17	T.S.O., Table IV
2017-4	1-17-17	T.S.O., Table I
2017-9	3-6-17	T.S.O., Table IV
2017-10	3-6-17	T.S.O., Table IV
2017-11	3-6-17	T.S.O., Table IV
2017-12	3-6-17	T.S.O., Table IV
2017-20	4-17-17	T.S.O., Table I
2017-23	5-8-17	153.01
2017-24	6-5-17	T.S.O., Table IV
2017-25	6-5-17	72.55, 72.56, 72.93
2017-26	6-5-17	T.S.O., Table II
2017-29	6-5-17	54.01 - 54.05, 54.07 - 54.09, 54.11
2017-31	6-26-17	T.S.O., Table I
2017-32	6-26-17	T.S.O., Table I
2017-44	9-5-17	Adopting Ordinance
2017-45	9-5-17	T.S.O., Table II
2017-46	9-5-17	11.01, 153.01
2017-47	10-2-17	153.01
2017-49	10-16-17	T.S.O., Table I
2017-52	10-16-17	75.01
2017-54	11-6-17	11.01, 153.01
2017-57	11-20-17	98.80
2017-58	12-4-17	33.01 - 33.04
2017-59	12-4-17	91.21
2017-60	12-4-17	73.01
2017-61	12-4-17	110.22
2017-62	12-4-17	153.01
2018-2	1-8-18	153.01
2018-3	1-22-18	54.02, 54.05 - 54.07, 54.10
2018-6	2-5-18	T.S.O., Table IV
2018-8	2-19-18	32.300 - 32.311, 32.320 - 32.326, 32.328
2018-10	3-5-18	97.31
2018-12	3-19-18	114.02, 114.38, 114.39, 114.67, 114.68
2018-13	3-19-18	115.01
2018-16	4-2-18	Adopting Ordinance
2018-17	4-2-18	T.S.O., Table IV
2018-23	5-7-18	T.S.O., Table IV
2018-24	5-21-18	151.01 - 151.13, 151.20 - 151.24, 151.30 - 151.37, 151.40 - 151.42
2018-28	6-4-18	T.S.O., Table IV
2018-29	6-4-18	T.S.O., Table IV
2018-30	6-4-18	153.01

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<i>Ord. No.</i>	<i>Date Passed</i>	<i>Code Section</i>
2018-34	7-16-18	T.S.O., Table IV
2018-38	8-6-18	T.S.O., Table IV
2018-39	8-20-18	75.01
2018-43	9-4-18	T.S.O., Table IV
2018-44	9-4-18	T.S.O., Table IV
2018-45	9-4-18	T.S.O., Table IV
2018-46	9-4-18	T.S.O., Table IV
2018-47	10-1-18	T.S.O., Table I
2018-56	10-15-18	Adopting Ordinance
2018-57	10-15-18	T.S.O., Table IV
2018-59	11-5-18	32.329
2018-60	11-5-18	T.S.O., Table IV
2018-67	12-3-18	31.19
2018-68	12-3-18	T.S.O., Table IV
2018-69	12-3-18	T.S.O., Table IV
2019-2	1-7-19	90.20
2019-3	1-22-19	T.S.O., Table I
2019-6	2-4-19	32.329
2019-7	2-4-19	T.S.O., Table IV

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CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Goldsboro-Wayne County Feature Story on Season 3 of the History Channel's Show, "It's How You Get There".

BACKGROUND: On May 13, 2019, the Travel and Tourism Department was contacted by the producers of the History Channel's television show, "It's How You Get There," with an interest to interview us as a potential featured destination for their upcoming "It's How You Get There" third season. "It's How You Get There" is a travel show that sets out to prove that the journey is just as important as the destination. The show follows three friends as they explore unique destinations throughout the country using various modes of exciting transportation, such as trucks, cars, motorcycles, ATVs, boats, jet skis, and air travel. The show is rated #2 on Sunday evening primetime, and the two previous seasons continue to be available to watch via Amazon Prime. The success of season 2 led to reruns on the FYI channels.

To begin thinking through Season 3, the producers took interest in eastern North Carolina because it is an area they have not yet featured. Since Goldsboro is geographically centered in the heart of eastern North Carolina, that realization prompted the producers to contact the Travel & Tourism department to learn more about us and how it may be a fit for Season 3. Upon learning about our attractions, such as Busco Beach, historic downtown, Seymour Johnson AFB tours and the BBQ food scene, the show offered us the opportunity to be featured in Season 3.

To commit to this broad and significant marketing opportunity, featured destination are required to cover a \$40,000 production fee. This includes their expenses from two to three days of filming. Destination, in return, obtain rights to the full episode, all b-roll collected during filming, and the use of logos for the History Channel, FYI, and Amazon Prime.

Deliverables include a brief presentation about the show, value of earned media, and proposed funding options for the \$40,000

production fee. The recommended funding option is to split the fee such as: \$30,000 from the Travel & Tourism Fund Balance, and \$10,000 from the MSD (Downtown) Fund Balance.

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

- 1) Adopt the attached budget ordinance amendment appropriating a total of \$40,000; \$30,000 from the Occupancy Tax Fund and \$10,000 from the Municipal District (Downtown) Fund, and
- 2) Authorize the City Manager to enter into a contract with the History Channel's show, "It's How You Get There," requiring a commitment of \$40,000.00 to fund the production fee needed to be featured on Season 3.

Date: _____

Director of Travel & Tourism

Date: _____

City Manager

REVISED

ORDINANCE NO. 2019-

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

WHEREAS, the City Council of the City of Goldsboro adopted the Fy2018-2019 budget on June 4, 2018 authorizing appropriations for the Downtown District Fund and the Occupancy Tax Fund; and

WHEREAS, amendments by the City Council may become necessary during the year as conditions change; and

WHEREAS, it is necessary to appropriate expenditures to fund a portion of the production cost for television programming to bring national attention to the benefits and amenities of the City and Wayne County. This will be funded with an appropriation of fund balance in the Downtown District Fund and the Occupancy Tax Fund.

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

1. Decreasing the Unappropriated Fund Balance (70-0007-8583) of the Downtown District Fund in the amount of \$10,000.00.
2. Increasing the line item entitled "Advertising" (70-8350-3700) in the amount of \$10,000.00 in the Downtown District organization.
3. Decreasing the Unappropriated Fund Balance (95-0007-8583) of the Occupancy Tax Fund in the amount of \$30,000.00.
4. Increasing the line item entitled "Advertising" (95-9077-3700) in the amount of \$30,000.00 in the Travel & Tourism organization.
5. This Ordinance shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

IT'S HOW YOU
GET THERE





About the Show



- History Channel Show
- Is pitched as a sort Americana via roadtrip show that features interesting vehicles, restaurants, and roads
- Rated #2 on Sunday night primetime
- Going on third season
- Success of seasons 1 & 2 led to reruns on FYI Channel and Amazon Prime now streams both seasons



About the Show



- Show appeals to travel, thrill, and transportation enthusiasts by following three friends who travel around the country using exciting modes of transportation that ultimately highlight interesting destinations and “hidden gems”
- Season 3 promo:
<https://vimeo.com/318085507>

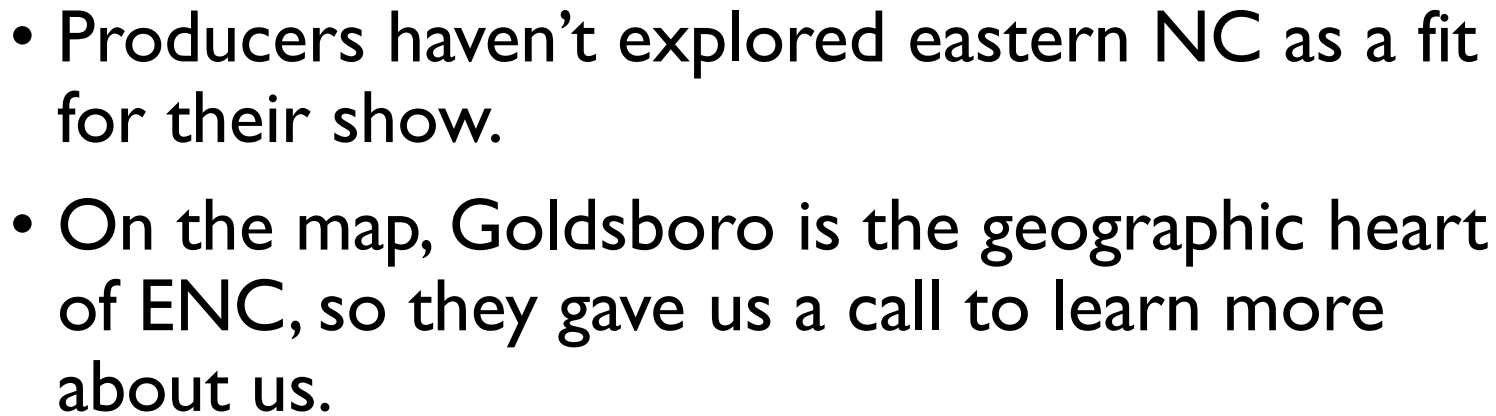


About the Show



Season 1, Episode 4

<https://www.youtube.com/watch?v=ykJFpu4cifs>



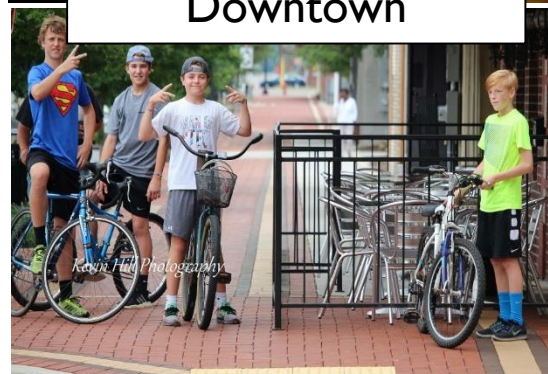
Potential Storyboard



Busco Beach



Downtown



SJAFB

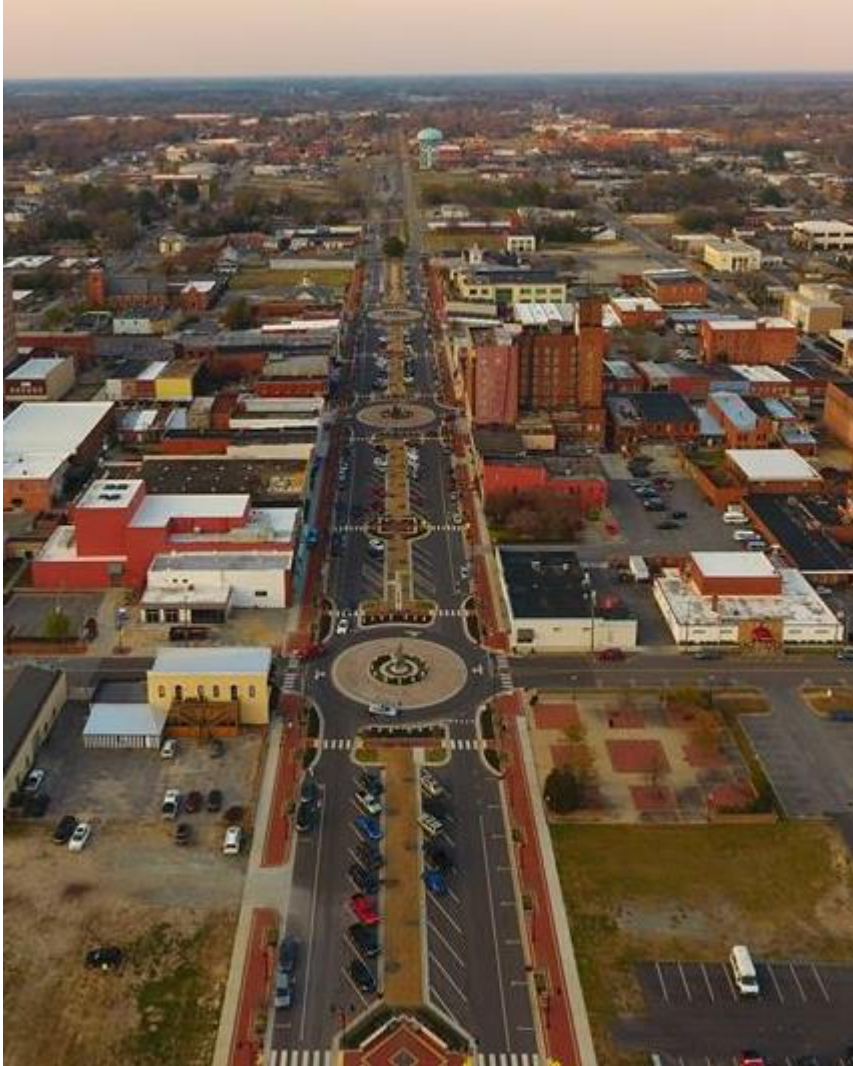


BBQ





The Opportunity



- Attracts national attention to Goldsboro
- Enhances Goldsboro's image and builds local pride
- Reruns on FYI Channel and streaming on Amazon Prime
- Goldsboro will own rights to the full episode
- Goldsboro will own rights to a b-roll to use for future video creation
- Own rights to use the logos for History Channel, FYI, and Amazon Prime for marketing purposes, such as “As seen on” or “Featured on”



Investment



A BEHIND-THE-SCENES LOOK

A fun day of filming wrapped up around the Gilbert family's dinner table on Rhodesia Farms in Harrodsburg, Ky.

Time

- Producers will work closely with the City to develop storyline.
- Phone meetings possible 1-2x/month leading up to filming.
- Filming lasts 2-3 days bringing in 10-12 people for crew and talent.
- Filming will occur sometime between June – October.

Investment



Budget

- There is a \$40,000 production fee to cover the logistics of film and the right to logos, b-roll, & episode itself.



Funding Options



Tourism Fund Balance:	\$30,000
Downtown Fund Balance:	\$10,000
<hr/>	
Total:	\$40,000



Investment Perspective



\$402,900

Full Page Ad
for just one month
for just one audience



amazon
prime video



\$40,000

20 minute episode
2 mainstream networks
1 TV streaming service
Rights to b-roll, logos, episode
Potential for reruns on major networks
3 audiences



Investment Perspective



Testimonial

Kentucky Farm Bureau Insurance was featured in an episode.

So what exactly does Kentucky Farm Bureau have to do with any of this? Quite simply, it was a unique marketing opportunity that the company couldn't pass up. "The producer of the show called us and explained that they were going to be in Kentucky and were looking for a local insurance company to write into the script," said Dan Smaldone, Director of Communications at KFB Insurance. "The value for us was immeasurable from an advertising and marketing perspective. Through our involvement in the show, we were able to help tell the story of why insurance is important. This was a unique way to positively represent our brand and state not only within Kentucky's borders, but across the entire U.S. as well."



Questions

