

AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
AUGUST 18, 2014

(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)

- I. WORK SESSION–5:00 P.M.–CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
 - a. Public Works Personnel Movement (Public Works)
 - b. Dirt Street Discussion (City Manager)
 - c. League of Municipalities Policy Proposals (City Manager)
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**

Invocation & Pledge to the Flag
- III. ROLL CALL**
- IV. MINUTES**

A. Minutes of the Work Session and Regular Meeting of June 16, 2014
- V. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. PRESENTATIONS**
 - B. Horace Best Presentation
 - C. Recognition of the American Legion NC Officer of the Year, Officer Michelle Warren
 - D. Resolution Expressing Appreciation For Services Rendered By Bertha Lewis As An Employee Of The City Of Goldsboro For More Than 13 Years
- VII. PUBLIC HEARINGS**
 - E. CU-9-14 Tillett & Coley – East side of NC 111 between Southeast Drive and US Highway 70 East (Planning)
 - F. CU-10-14 Center Chestnut, LLC – Northwest corner of South Center Street and West Chestnut Street (Planning)

PLANNING COMMISSION EXCUSED
- VIII. CONSENT AGENDA ITEMS**
 - G. Contract Award for Goldsboro Turning Movement Count Inventory (Planning)
 - H. Contract Award for Title VI Development Assistance (Planning)
 - I. Authorization of Positions -Distribution and Collections Division (Finance)
 - J. Reimbursement Resolution – Installment Financing of Fire Pumper (Finance)
 - K. Budget Amendment – Agency Allocations – FY 2014-15 (Finance)
 - L. Acceptance of Funds in Conjunction with the 2014 Edward Byrne Memorial Justice Assistance Grant (Police)
 - M. Paramount Theater Agreements (Paramount)
 - N. Berkeley Boulevard Widening Project –Acquisition of Right-of-Way (City Manager)
 - O. Proposed Amendment to Gateway Agreement (City Manager)
 - P. Monthly Departmental Reports
- IX. ITEMS REQUIRING INDIVIDUAL ACTION**
- X. CITY MANAGER’S REPORT**
- XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**
- XII. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS**
 - Q. Resolution Expressing Appreciation For Services Rendered By Richard McDuffie, Jr. As An Employee Of The City Of Goldsboro For More Than 29 Years
 - R. Resolution Expressing Appreciation For Services Rendered By Bobby C. Taylor As An Employee Of The City Of Goldsboro For More Than 25 Years
- XIII. CLOSED SESSION**
- XIV. ADJOURN**

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
JUNE 16, 2014

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 June 16, 2014 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Bill Broadaway
Councilmember Michael Headen
Councilmember William Goodman
Councilmember Charles J. Williams, Sr.
Councilmember Chuck Allen
Councilmember Gene Aycok
Jim Womble, Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Kim Best, Public & Government Affairs Director
Angel Wright-Lanier, Assistant City Manager
Randy Guthrie, Assistant City Manager
Jimmy Rowe, Planning Director
Kaye Scott, Finance Director
Jeff Stewart, Police Chief
Betsy Rosemann, Travel & Tourism Director
Karen Brashear, Public Utilities Director
Jose Martinez, Public Works Director
Brad Hinnant, Server Database Administrator
LaTerrie Ward, Community Affairs Director
Felicia Brown, Parks & Recreation
Raehanna Evans, Intern
Allen Anderson, Chief Building Inspector
Marty Anderson, City Engineer
Julie Metz, DGDC Director
Matt Caulder, Goldsboro News-Argus
Allison Platt, Citizen
Glenn Barwick, Citizen (arrived at 5:27 p.m.)

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

Invocation. Councilmember Williams provided the invocation.

Cover Agenda. Each item on the cover agenda was generally discussed. Items with additional comments included the following:

Item B. Z-24-03 Norfam, LLC – West side of North Berkeley Boulevard between Cashwell Drive and Langston Drive (General Business Conditional District to Shopping Center). Mr. Jimmy Rowe shared he received a request from the applicant today asking the hearing be postponed. Mr. Rowe stated since the public hearing has been advertised he recommended following the public hearing if no one speaks at the public hearing, Council withdraw the request. He stated if there is public comment, he would recommend letting it go through the process, to the Planning Commission and the Planning Commission could deny it would out prejudice.

Item C. Contiguous Annexation Petition – Provo Land Exchange (Wayne Preparatory Academy). Mr. Stevens stated this item is on the Agenda for Council's consideration, however, we would recommend not taking this into the City but Council would need to decide that and require owners to put in their agreement, that if we wanted to take the property in later in the future they would agree, but he did not see an advantage to us to take this property in at this time. They have requested sewer, so that

requires them to start the annexation process. Mr. Stevens stated if Council would like for them to come into the City we will proceed but if you are not interested at this time, we would recommend to delay and sign an agreement stating we could annex them in the future. Councilmember Allen asked if they would pay outside City rates and Mr. Stevens stated they would.

Upon motion of Councilmember Allen, seconded by Councilmember Williams and unanimously carried, Council removed Item C. Contiguous Annexation Petition – Provo Land Exchange (Wayne Preparatory Academy) from the agenda.

Item L. Repairs to the US Army Corps of Engineers Flood Control Structure Bid Award. Mayor Pro Tem Broadway asked about the difference between the two bids. Ms. Brashear stated staff was also concerned with the difference in prices with the bids so the project was bid twice. Staff actually reduced the scope of the project, and took the contractors to the site. Staff also checked references.

Item N. Award of TIGER V Construction Projects. Ms. Kaye Scott shared the following additional information:

TIGER V Grant Funds and Additional Sources of Project Funds

Use of Funds	COG Local Share	NCDOT FT/Local Other (Pre-TIGER)	Tiger V Grant Funds	Total Project Budget
3 Blocks of Center Street Streetscape	1,500,000	-	4,500,000	6,000,000
Walnut & Other Streetscape Improvements	900,000	-	2,700,000	3,600,000
Gateway Transfer Center Site Improvements	-	-	1,200,000	1,200,000
Site Parking Lot	400,000	-	-	400,000
Gateway Transfer Center	525,000	1,670,000	1,575,000	3,770,000
Project Construction Contingency	6,250	-	25,000	31,250
TOTAL	\$ 3,331,250	\$ 1,670,000	\$ 10,000,000	\$ 15,001,250

TIGER V Bids without Contingency

Use of Funds	COG Local Share	NCDOT FT/Local Other (Pre-TIGER)	Tiger V Grant Funds	Total Project Budget	Bids W/O Contingency
3 Blocks of Center Street Streetscape	1,500,000	-	4,500,000	6,000,000	6,916,053.80
Walnut & Other Streetscape Improvements	900,000	-	2,700,000	3,600,000	2,904,000.00
Gateway Transfer Center Site Improvements/Site Parking Lot/Station	925,000	1,368,303	2,775,000	5,068,303	5,156,000.00
Project Construction Contingency	6,250	-	25,000	31,250	
Utility Relocation				-	173,000.00
David Gall's Design fees		301,697		301,697	301,697.00
Additional Loan Funds		-		-	
TOTAL	\$ 3,331,250	\$ 1,670,000	\$ 10,000,000	\$ 15,001,250	\$ 15,450,750.80

Revised TIGER V Bids

Use of Funds	COG Local Share	NCDOT FT/Local Other (Pre-TIGER)	Tiger V Grant Funds	Total Project Budget	Bids W/O Contingency	Reductions from Projects	Revised Bids W/O Contingency
3 Blocks of Center Street Streetscape	1,500,000	-	4,500,000	6,000,000	6,916,053.80	(88,200)	6,827,854
Walnut & Other Streetscape Improvements	900,000	-	2,700,000	3,600,000	2,904,000.00		2,904,000
Gateway Transfer Center Site Improvements/Site Parking Lot/Station	925,000	1,368,303	2,775,000	5,068,303	5,156,000.00	(502,000)	4,654,000
Project Construction Contingency	6,250	-	25,000	31,250			-
Utility Relocation				-	173,000.00		173,000
David Gall's Design fees		301,697		301,697	301,697.00		301,697
Additional Loan Funds		-		-			-
TOTAL	\$ 3,331,250	\$ 1,670,000	\$ 10,000,000	\$ 15,001,250	\$ 15,450,750.80	\$ (590,200.00)	\$ 14,860,550.80

Summary of Funding and Bid Totals

Use of Funds	Funding				Bid Totals		
	COG Local Share	NCDOT FT/Local Other (Pre-TIGER)	Tiger V Grant Funds	Total Project Budget	Revised Bids W/O Contingency	Projected Contingency	Revised Bids Contingency
3 Blocks of Center Street Streetscape	1,500,000	-	4,500,000	6,000,000	6,827,853.80	200,000.00	7,027,853.80
Walnut & Other Streetscape Improvements	900,000	-	2,700,000	3,600,000	2,904,000.00	80,000.00	2,984,000.00
Gateway Transfer Center Site Improvements/Site Parking Lot/Station	925,000	1,368,303	2,775,000	5,068,303	4,654,000.00	120,000.00	4,774,000.00
Project Construction Contingency	6,250	-	25,000	31,250	-	-	-
Utility Relocation				-	173,000.00		173,000.00
David Gall's Design fees		301,697		301,697	301,697.00		301,697.00
Additional Loan Funds	259,301	-		259,301	-	-	-
TOTAL	\$ 3,590,551	\$ 1,670,000	\$ 10,000,000	\$ 15,260,551	14,860,550.80	400,000.00	15,260,550.80
**City's Projected Loan Reimbursement for Engineering Svcs/Excess Loan Proceeds							
Additional Amount Not Allocated from \$4M	\$ 193,750						
Reimbursement Resolutions/Contingency	65,551						
Total	\$ 259,301						

Award Recommendations

Use of Funds	Use of Funds	Revised Bids W/O Contingency	Contingency	Revised Bids With Contingency
T.A. Loving Company	3 Blocks of Center Street Streetscape	6,827,853.80	200,000.00	7,027,853.80
Daniels & Daniels Construction Company	Walnut & Other Streetscape Improvements	2,904,000.00	80,000.00	2,984,000.00
Daniels & Daniels Construction Company	Gateway Transfer Center Site Improvements/Site Parking Lot/Station	4,654,000.00	120,000.00	4,774,000.00
Duke Energy	Relocation Utilities - Center St. Project	173,000.00	-	173,000.00
TOTALS		\$ 14,558,853.80	\$ 400,000.00	\$ 14,958,853.80

Councilmember Allen asked if staff would come back before the contingency is spent. Mr. Stevens stated if Council asked us to we would, his recommendation would be allow us to spend it if needed and we update Council as we go along. Mr. Stevens stated if they are onsite and something occurs, a lot of times being able to fix it and move along that week, would be more efficient. The contractor would get a purchase order for the bid amount without the contingency but this would allow staff to spend the contingency without further action which would help during construction. Mr. Stevens stated if Council is uncomfortable with that, we can bring it back to Council. Mr. Stevens shared FTA had asked for \$900,000 in contingency but staff has reduced it to \$400,000. FTA has made it clear they are hard on changes orders as well and they will have to be involved in change orders. Mr. Stevens stated it is our intent to not have change orders but with a project of this magnitude, he imagines there will be a change order as we go along. Mr. Stevens stated if you award these tonight, it is subject to FTA and LGC approval.

Additional items discussed included the following:

North Carolina’s Eastern Region Loans. Mr. Stevens provided an update to Council on the Eastern Region Loans. The County has agreed in concept to loan the City \$637,000 for the Berkeley Widening Project from the Eastern Region Loan monies. It has a low interest rate with a 2% origination fee if we take the loan. He stated it has not officially been approved yet but the County is taking action to receive that money with the intent to loan the City \$637,000 for the Berkeley Widening Project.

Mr. Stevens shared the County also mentioned some amount for the Multi-Sports Complex.

101 W. Chestnut Street. Mr. Womble stated Mr. Rick Sumner called him regarding 101 W. Chestnut Street. The property was previously used as a gas station and there was some petroleum product that was released or discharged on the site at some point and an agreement with NCDENR was signed. No work was required to clean it up but they required restrictive covenants be placed stating it had to be used as a commercial

site. It cannot be used as a daycare, playground or residence. Mr. Womble stated groundwater from the site is also prohibited for the use as a water supply. Water supply wells of any kind shall not be installed or operated on this site. Mr. Womble stated it is requested Council authorize the Mayor and City Clerk to sign the restrictive covenants.

Upon motion of Councilmember Aycock, seconded by Councilmember Williams and unanimously carried, Council authorized the Mayor and City Clerk to sign the Restrictive Covenants for 101 W. Chestnut Street.

Berkeley Widening Project – Piedmont Gas Request. Mr. Guthrie shared information regarding the relocation of a gas line for the Berkeley Boulevard Widening Project. Piedmont Gas is asking for a 20 ft. natural gas easement on City property. He asked that Council authorize the Mayor to sign the easement agreement for relocation of the gas line.

Upon motion of Councilmember Allen, seconded by Councilmember Headen and unanimously carried, Council authorized the Mayor to sign the easement agreement for relocation of a gas line for the Berkeley Widening Project.

Coal Ash Discussion. Mr. Stevens shared a copy of a Resolution that Mr. Matthew Star, Upper Neuse River Keeper, had asked he share with Council regarding legislative action on coal ash in North Carolina. Mr. Stevens also shared that Mr. Star will likely speak at the Public Comment Period. Councilmember Allen expressed concerns with the resolution. Mr. Stevens stated he would not encourage Council to adopt the resolution. He only wanted to provide the information as Mr. Star may speak tonight. It is not on the agenda for approval, we are only sharing information as requested.

Council discussed coal ash. Mayor Pro Tem Broadaway asked if Duke Energy has been in contact with us. Mr. Stevens shared Duke Energy has talked with staff and are sharing ground water data.

Mr. Brashear shared she has talked to superintendents of surrounding water districts, and they reported they have never detected arsenic in ground water.

Resurfacing. Council discussed the resurfacing list. Council asked that staff provide a map of where resurfacing has occurred over the last 10 years broken down by districts.

Councilmember Williams shared a concern regarding a deep canal on Franklin Street. Mr. Stevens stated in early 2000, changes were made to rules regarding fencing around blue line ditches.

Councilmember Allen asked when the RFP would be back on WA Foster. Mr. Stevens replied the RFP is due back on June 30th.

There being no further business, the work session adjourned at 6:00 p.m..

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 June 16, 2014 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Bill Broadaway
Councilmember Michael Headen
Councilmember William Goodman
Councilmember Charles J. Williams, Sr.
Councilmember Chuck Allen
Councilmember Gene Aycock

The meeting was called to order by Mayor King.

The invocation was given by Councilmember Williams.

Public Comment Period. Mayor King opened the public comment period and the following people spoke:

1. Latrice Yvonne Stanley, 916 Bryan Boulevard, stated she was here to follow-up on Busco Beach. She stated they have totally ignored the letter about running the four wheelers that Mr. Rowe sent on May 30, 2014. Ms. Stanley stated they are still running past the hours of 11:00 p.m. and before 8:00 a.m. She asked what we are going to do about it. They continue to operate on the FEMA property without a lease. She stated she understands they are going to have a big event on the 28th and last year they used the FEMA land, is that legal.

Mayor King started we are not here to discuss but only to listen to your comments.

Ms. Stanley stated according to the agreement signed by the past Mayor, the land that has been acquired should be monitored every two years and someone should send in a report to FEMA. She asked who monitors the land, does anyone know. She stated Mr. Rowe stated he cannot put up any “no trespassing” signs because he is not sure where the land is, is that correct. Ms. Stanley asked how can you monitor something if you do not know where it is at.

Ms. Stanley stated thank you for your time and asked if Council was going to take care of these problems.

2. Victor Miller, 325 Cedar Road, stated he has Brian Vogt with him and he is here to make a public announcement. The Purple Heart Banquet this year is going to be August 7th at the First Pentecostal Holiness Church off of Hwy 70 and Wayne Memorial. He stated they are looking for sponsors and they also have tickets for sale, \$20 each. He stated this year will be 232nd anniversary since George Washington first gave out three (3) purple hearts in 1782. He stated this year it actually falls on the anniversary. Mr. Miller stated it is a good event for the community to go out and show support of those who were wounded in combat.

Mr. Vogt stated this is their third annual event and it will be a great event. He stated this year they have 75 vets to be honored at the event.

Mayor King stated he would like to personally thank you both for what you are doing. He shared a lot of planning goes into this event. Mayor King stated he was surprised at the number of Purple Heart recipients in our area. He stated he signed Proclamations for them all and recognized many names but never knew they had received a Purple Heart.

3. Matthew Star, 2308 Florida Court, Raleigh, NC stated he is the Upper Neuse River Keeper and thank you for allowing me time to speak this afternoon. He stated he would like to speak regarding coal ash and the pollution it creates. He shared he forwarded a copy of a resolution to Mr. Stevens last week. He stated local governments around the state have adopted resolutions such as this because they recognize a serious risk of leaving coal ash in their communities. Mr. Star stated our coal ash site here in Goldsboro is one of the worst in the state; the H.F. Lee facility sits on the banks of the Neuse River just upstream from the City of Goldsboro. The Neuse River in this area provides a great value to the community and to the environment. At this facility just up the road, there is serious ground water and surface water pollution taking place as he speaks. He stated hazardous substances such as arsenic, cadmium, and chromium are poisoning ground water at 66 times, 231 times, and 5 times the state standard respectively. He stated that is the worst coal ash pollution in the state. Surface water is also being polluted by illegal seeps. These illegal and unpermitted streams of contaminated water leaking from the dam are polluting surface water of the Neuse with hazardous substances such as cadmium, chromium, and selenium. Mr. Star stated, are the

citizens of Goldsboro less important than the citizens of Charlotte, Asheville, Wilmington and Eden. These are the only four places under a senate bill that Duke will eventually have to remove the coal ash. Under the current bill at the Lee facility Duke and DENR can leave the ash in place in this community without stopping pollution or the risk of a spill. He stated Goldsboro has the opportunity to follow other communities in passing a resolution asking for the removal of the coal ash. This kind of resolution made a huge difference in South Carolina where they are currently cleaning up coal ash. This is an issue that is moving quickly through North Carolina Senate and he expects it to move just as quickly through the House. A resolution from Goldsboro is the best chance of adding the Lee facility to the cleanup list. Mr. Star stated if Council is not prepared to act quickly, he would ask the Mayor to send a formal letter to legislative members asking that any legislation moving forward include the H.F. Lee facility and removal of the coal ash on site.

Councilmember Allen stated he was not here to debate Mr. Star but he thinks it is important for everyone to know our Public Utilities director and staff test the water and our drinking water very frequently and we know of no problems in the Neuse River. He stated he wanted our citizens to know we test the water regularly and the water they are drinking is safe and if something does happen, we have a backup plan and we have several contingences in place.

4. Virginia Shaw, 1911 Stephens Street, stated she is speaking on behalf of the Willow Run Homeowners Association I & II regarding the public hearing. She asked if the time she should speak was now. Mayor King advised Ms. Shaw she should wait until the public hearing.
5. Don Johnstone, 1708 S. John Street, stated he was representing the Community Affairs Commission and the Mayor's Youth Council. We had our meeting and we picked our scholarship recipients and he implored Council to see if we can get some funding for that. He stated it is a very worthwhile thing. He shared a lady commented to him that there is more money to incarcerate young people then for them to attend school. So if you could shift a few dollars in the budget, so these young students can attend college, we would appreciate it.
6. Jose Amador, 500 Vann Street, introduced his daughter and stated she would interpret for him. Approximately 7 years ago he bought a property in Goldsboro. The property was used as a dump. He was here once before to have the property zoned as residence so he could place a triple wide on the property and it was approved. The roads are made out of dirt. He stated he and the kids can't enjoy the outside because of how the streets are made because once a car goes by there is a cloud of dust. He stated he has met with someone here and they said there was currently no funding to get the road fixed. He asked if the City could periodically spray water on the dirt so it would not be so dusty.

Mayor King asked that Mr. Amador provide his number to the clerk so that the City Manager may contact him to find out what can be done.

Councilmember Aycock asked Mr. Amador if people still use the property for illegal dumping. Mr. Amador stated people do illegal dumping behind his property.

Mr. Amador thanked Council for their time.

7. Millie Chalk, 1199 Blackjack Road, stated she is the District Manager with Duke Energy and she appreciates the opportunity to speak with Council this evening. She stated after serving the great Goldsboro community for more than 60 years, the H.F. Lee Plant's three coal units and four oil-fired combustion turbines were retired in 2012. Also in 2012, the highly efficient 920-megawatt H.F. Lee Combined Cycle Plant began commercial operation as the company transitioned to a cleaner energy source. She stated the combined cycle plant employs about 50 people and many of their families live here in Goldsboro. The folks that work at

the combined cycle plant may be friends or neighbors of those here tonight. She stated as part of the community where we live and work, we understand the value of the Neuse and its critical resource and we and our company's leadership across North Carolina share the objective of protecting it. The retired coal station at H.F. Lee Plant is being decommissioned, a multi-year process that will result in safely deconstructing the retired units and effectively closing its ash basins. The process does take time and will provide the ultimate resolution to ash basin concerns. The H.F. Lee Plant includes five inactive ash basins, meaning the basins no longer receive ash or any other permitted water inflows. There is no basin discharge returning to the Neuse River and there has not been for more than twelve months. As part of a plan proposed to North Carolina lawmakers and regulators, Duke Energy will accelerate ash pond water removal at all of our retired coal plants, including H.F. Lee Plant. Duke Energy has complied diligently with its water discharge permit, and the H.F. Lee Plant has had a long history of safety and high operational excellence. The volume of ash basin seepage is extremely small and is not impacting water quality in the river. Coal constituents have never been a problem on the Neuse River. When the H.F. Lee coal plant was still operating, its permitted ash basin discharge represented just 2.1 percent of the Neuse River's flow even under drought conditions. Drinking water supplies remain well protected. We have been monitoring groundwater near ash basins since 2007 and report data to state regulators routinely. The vast majority of groundwater exceedances at the H.F. Lee Plant are iron and manganese, which are common in North Carolina soils and pose no health risk to drinking water. She stated we have no indication of off-site groundwater impacts or any reason for concern for neighboring drinking water wells. Duke Energy is committed to balancing reliability, affordability and cleaner energy sources to best serve customers' needs.

No one else spoke and the public comment period was closed.

Goldsboro Youth Council Senior Recognition. Ms. LaTerrie Ward shared this year we are going to do a little something different. She asked Mr. André Elliott, President of the Mayor's Youth Council to come forward. Mr. Elliot stated he is the immediate past president of the Goldsboro's Mayor's Youth. He shared he was also honored to serve as the president of the State Youth Council. He also shared he is a graduate of Wayne Early Middle College High School as of last month and last month he graduated with an Associates of Arts Degree from Wayne Community College. Mr. Elliot shared he is proud son of Donna Elliot, and officer of the Goldsboro Police Department. He shared the following information with Council:

2013-2014 Executive Board

Chair – André Elliot

Vice-Chair – Anna Cooke

Recording Secretary – Savannah Eason

Correspondence Secretary – Pascalle Adams

Treasurer – Amon McEachern

Parliamentarian – Meisha Moore

Mr. Elliot shared several photos displaying events and fundraisers the Mayor's Youth Council participated in.

The following students were recognized:

Pascalle Adams

Ngozi Amaefule

Marlon Coley

David Craig

André Elliot

Zachary Falconer

Elondia Grant

Cierra Harris

Garrett Joyner

Kiara Lewis
Lindsay Lloyd
Hunter McCoy
Miesha Moore
Summer Rose
Megan Ruggery
Maddie Vera
Myra Waheed
Jocelyn Wooten

Ms. Ward stated the students raised enough money this year to award one (1) \$250 and two (2) \$500 scholarships. The winners were selected based on the following criteria:

- Number of meetings attended this year
- Participation in the number of service projects
- Volunteering and extra-curricular activities
- Maintaining a min. of a 3.5 GPA
- Two letters of recommendations from Principals or Teachers
- Meeting the requirements set forth in the by-laws of the Mayor's Youth Council
- And a 15 minute interview by an adhoc committee of the Community Affairs Commission (who are also here tonight to support the seniors).
Tonight the seniors will find out who will receive the scholarships.

The \$250 scholarship was presented to Pascalle Adams. The two \$500 scholarships are presented to André Elliot and Megan Ruggery.

Mayor King stated he could not let them leave before he told them how proud he is of the Mayor's Youth Council. You are the cream of the crop and you have made me proud, Goldsboro proud and your parents proud. Thank you so much for what you do.

CU-5-14 Willow Run Townhouses Phase IV and Phase V North and south sides of Taylor Street between Harris Street and Stephens Street. Public Hearing Held. The applicant requests a Conditional Use Permit to modify a previously-approved Planned Unit Development (PUD).

Lot Width: 321.53 ft.
Average Depth: 624.54 ft.
Total Area: 207,220 sq. ft., or 4.757 acres
Zoning: R-9 Residential

The preliminary subdivision plat for Willow Run Townhouses was approved on February 16, 1981. The site was initially proposed to be developed in Two Phases which were identified as Phase I and Phase II. Subsequently, Phase II was divided into Phase II A and II B.

On July 21, 1997, the City Council and Planning Commission approved the Final Subdivision Plat for Willow Run Phase III.

On March 9, 2001, the City of Goldsboro implemented mandated Stormwater Management Guidelines for new development in accordance with the Neuse River Basin-Nutrient Sensitive Water management Strategy. As a result, all previously approved development plans prior to March 9, 2001 were vested in accordance with G.S.153A-344.1 or G.S. 160A-385.1 or were no longer valid. Based on this, the developer must submit a new preliminary subdivision plat for this project to be approved by the City Council and Planning Commission.

On May 1, 2006 the City Council approved a preliminary subdivision plat/site plan that consisted of 11 lots on the north side of Taylor Street (Private Drive) which was named Willow Run Phase IV. At that time, Phase V was considered open space area for Phase IV in order to meet stormwater requirements.

On May 7, 2007, the City Council approved a preliminary plat/site plan that consisted of 14 lots on the south side south side of Taylor Street (Private Drive) which was named Willow Run Phase V. As of today, no lots have been developed in Phase IV or V of Willow Run.

The owner now proposes to develop Phase IV and V of Willow Run Townhouses. The submitted preliminary subdivision plat/site plan indicates a total of 25 lots on the north and south sides of Taylor Street (Private Street). Two existing curb cuts along Harris Street will provide access to the site.

The submitted plat has been revised to show raised patio's that are located approximately 1.34 ft. from the rear property line. The developer is requesting a modification of the rear yard setback from 25 ft. to 1.34 ft.

Open Space Proposed: 2.739 acres
Area in Lots: 1.286 acres
Area in Streets, Drives and Walks: 0.732 acres
Average Lot Area: 2,242 sq. ft.
Maximum Building Area: 2,239 sq. ft.

Five-foot wide sidewalks are required along the frontage of Taylor Street (Private Drive). Currently, no sidewalks have been installed within the previously developed phases of Willow Run Townhouse's. The developer is requesting a modification of the sidewalk requirement.

A total of 32 Laurel Oaks will be planted along Taylor Street in conjunction with Phase IV and V of Willow Run to meet the street tree requirement of the Unified Development Ordinance.

In addition, a modification of the minimum lot size for Planned Unit Development from 5 acres to 4.757 acres is requested. Also, a modification to waive the 10 ft. Class "A" buffer requirement along the rear and sides of the site which adjoins R-9 Residential property has been requested.

On April 6, 2006 a variance request to encroach into Zone 2 of the Neuse River Riparian Buffer Protection Area was submitted to the Division of Water Quality by the developers engineering firm. On August 1, 2006 the Division of Water Quality approved the above mentioned variance request to impact Zone 2 of the Riparian Buffer Area by 4,639 sq. ft. to construct Phase V of Willow Run Subdivision.

Stormwater calculations have been submitted and are currently being reviewed by the Engineering Department for compliance with stormwater regulations.

Mr. Rowe stated in 2007 when Council approved 14 lots on the south side of this property, the existing Willow Run Homeowners Association wanted Council to provide a way for the pond to be dredged, therefore when we sent out a letter of approval, the letter indicated a copy of the Restrictive Covenants for Willow Run IV and V must be submitted for approval to the City Attorney. Covenants should include maintenance of the bulkhead on the north and west sides of the pond and shoreline by the north side of the pond by "your" homeowner association, with "your" referring to Phase IV and V homeowners association. That would be within the boundaries of Phase IV and V and should include equally sharing in the cost of the dredging and maintenance of the pond with the existing homeowners association.

Declaration of Covenants for maintenance of the open space area by the homeowner's association must be submitted for the City Attorney's review and approval.

Councilmember Williams shared 7 or 8 years ago, there were complaints regarding items being thrown into the pond, have you heard of any more complaints. Mr. Rowe stated he has not heard any complaints since the 2007 case.

Councilmember Allen asked for clarification on the request for the deck and rear yard setback. Mr. Rowe stated it is a patio deck and there is a common area on both sides.

Mayor King opened the public hearing and the following people spoke after being properly sworn in:

1. Virginia Shaw, 1911 Stephens Street, stated they really do not have any problem with the new townhouses being built in that area, the undeveloped area. It has been confusing through even with Willow Run Phase 3 being called Willow Run Homeowners Association with Phase 1 and 2 Willow Run Homeowners Association. She stated she did not know but assumed Phase 4 and 5 would probably have another Homeowners Association. All of them having the same names, we have different rules and regulations. She stated she thinks Mr. Rowe addressed a couple of the things that we had, she did not hear the work dry pond but I believe that is what he was referring to, about having somewhere for when the lake is dredged, have someplace to put the wet dirt, they cannot be hauled on the city streets. Ms. Shaw stated once the buildings are there, there is nowhere to put the wet dirt, so if the dry pond area could be included before the plans are approved, so those areas would be included for when the dredging is done. Ms. Shaw stated she thinks he did address them taking responsibility for dredging their portion of the pond, that was their other concern.

Councilmember Williams asked who the head of the Homeowner's Association was now. Ms. Shaw stated Ms. Georgia.

2. Georgina Lavarrenda, 1908 Harris Street, Goldsboro, stated the question was asked if trash comes down the waterway and yes, trash does come down the waterway, a lot of trash. She stated in fact a few years back, one of her residents came before the board and got the City to put up barriers and to clean out the ditches as that stuff came on down. She stated she guessed in the last few years that has fallen by the wayside and they are getting all kinds of trash coming down the waterway. Ms. Lavarrenda stated it pollutes and not only that, the silk flows through the ditch that enters from Best Street into the waterway is making and creating sandbars, that is where a lot of the trouble comes from. Because right now, about three years ago, we went into partnership with Trader Construction, who owns part of that property and dredged that entryway out and it stayed for a year or two good, but now you could almost walk across the sandbar from one side to the other so that is a large concern of ours, that the City could help us in maintaining that before it gets to our area. She stated these new homeowner associations, if they are anything like ours, we are doing pretty good on the money aspect of it, but these new homeowner associations are not paying what they need to maintain their property, let alone to accrue any money to help dredge that area, they are almost running in arrears. She stated she can assure you right now, a lot of those homeowners in that new development which was just completed do not know they are responsible for that waterway or that their property extends into the waterway. So in the years past, being that we were the only ones there, we have sort of taken the responsibility and done the maintenance. However, just like everyone else, we would like to have some help in maintaining it, especially since their property line extends into the waterway and right there where the ditch comes into Best to the bridge, she would say they own a good 85% to 90% of the waterway. She stated going in halves to keep it cleaned up they do not mind doing at all. Ms. Lavarrenda stated they could also use a lot help in helping prevent the trash and all the silk that comes in. She stated not only does it build up; it stagnates, when it stagnates, it causes an awful odor and the homeowners complain. She stated those are their main concerns. She stated she was told the new homeowners association or the new buildings that were being built that they were supposed to maintain but of course you hear a whole of hearsay, we really do not know what all the fine details are. Councilmember Williams shared Ms. Lavarrenda's predecessor would call him periodically about that and he would in turn contact the City Manager and we would take care of things but he has not heard from anyone lately. Ms. Lavarrenda stated they have been quietly taking care of it not to say they would not like some

help. Councilmember Williams stated he would be glad to assist and to call him. She stated that is their concerns, how the buildings are going to go on, who is going to help maintain the waterway and like Regina stated, when you get in there to dig out all that silk, to deepen that area, you have to have access and that is a big concern. She stated if you have houses or townhomes that come all the way around and there is no entrance or exit how are you going to get in there and clean it out.

3. John Bell, 1204 E. Ash Street, stated he must admit he did not hear what the previous two speakers said. He stated he was here representing the owners of the property who was unable to be here tonight. The three owners are Bill Taylor, Drew Willis and a gentleman he has not met; his father was one of the owners originally and passed away, so he thinks the son is now in charge. He stated if there are any questions he could answer about what either of these two people may have said, that involve the phase that they are involved in and that he is involved in, he will be happy to try and do that.

Councilmember Allen asked if anyone had made any plans to clean out the pond in the future. Mr. Bell stated as far as he knows, the only thing agreed upon when this group of lots were last approved, is a statement that says there would be cooperation between Phase I and II homeowners. It was no more specific than that, the City Attorney was involved with being asked on a way to do that.

Councilmember Allen stated he would like to see the City Attorney, or the Planning Commission resolve this some way because if this pond completely silts in it will have a detrimental effect on our streets and storm drainage system. He stated as a City, we need to protect that pond. He stated we know that it has to be cleaned out every so often.

Mr. Bell stated he did not know if the pond had ever been cleaned out. Councilmember Allen stated it has been cleaned out several times. Mr. Bell stated he knows the deepest part of the pond is 13 feet deep, as far as any blockage, or anything of that nature, he is not familiar with it, if anyone is, and he would like to be informed of that so he can report back to the owners.

Councilmember Williams stated if he understands correctly, you have different owners of different sections, you do not have one association or one spokesperson for the whole one. Mr. Bell stated it goes back to 1982, 1983, 1984 and the original developers went out of business, went broke or whatever the terminology would be. The men that own this part of it that he has been involved in, we built 25 units over there he believes, they are duplexes, townhouses, meaning they could sell each side with a center line down the middle, so that side A could be deeded as one address and side B another one. There are two homeowner associations, one of them has tennis courts, a pool and the other is just houses constructed as two units attached but with independent lots. He stated to say anything beyond that he does not know. Councilmember Williams stated it would be better if one person, if they could get together and make sure the entire townhouse area could be covered. Mr. Bell stated he thought that was contained in the agreement in 2007; this is the last of the lots in this general area so this is nothing new. The lots they are attempting to construct on will be last of Willow Run as far as he knows. Mr. Bell stated they pretty well worked it out, is that correct Mr. Rowe.

Mayor King stated it is now a matter of record and our staff will the groups involved.

Mr. Bell stated he will be glad to answer any other questions. All you have to do to see how Willow Run is ride out there. He stated if there has been any flooding it was during the 500 year flood which is a condition you all probably know more about than I do where the Neuse River did not flood but Stoney Creek did.

Mayor King thanked Mr. Bell for his information.

No one else spoke and the public hearing was closed. No action is necessary. The Planning Commission will have a recommendation for the Council's meeting on July 7, 2014.

Mr. Rowe stated he felt like he needed to clarify some information. When Council approved this request in 2007 there was never any development, therefore the approval letter we sent out that talked about the bulkheads, the developers never submitted anything. They did not submit the restrictive covenants. He has sent a copy of a letter from Willow Run Homeowners Association to the developer's engineer and they are aware of it. Mr. Rowe stated once the plans come back in, staff will make sure those requirements are included.

Z-24-03 Norfam, LLC – West side of North Berkeley Boulevard between Cashwell Drive and Langston Drive (General Business Conditional District to Shopping Center). Public Hearing Held. The Council approved a zoning change for this property from Shopping Center to General Business Conditional District to allow the operation of a used car lot on December 1, 2003.

Frontage: 189.86 ft.
Depth: 150 ft.
Area: 28,479 sq. ft., or 0.65 acres

Surrounding Zoning: North: Shopping Center
South: General Business
East: Shopping Center
West: Shopping Center

The property is not in use and is occupied by a manufactured unit which was previously utilized as offices for a new car dealership.

No use has been proposed. Under the requested Shopping Center zone, a wide variety of commercial uses would be permitted.

The City's land use plan designates this property for commercial development.

City water and sewer services are available to serve this property.

As indicated previously, the subject property is surrounded on three sides by existing Shopping Center zoning.

A site plan will have to be submitted and approved by the Planning Commission and City Council prior to development of this property if the zoning is changed to the requested Shopping Center district.

Mayor King 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 July 7, 2014.

Upon motion of Councilmember Allen, seconded by Councilmember Headen and unanimously carried Council withdrew the zoning request Z-24-03 Norfam, LLC – West side of North Berkeley Boulevard between Cashwell Drive and Langston Drive (General Business Conditional District to Shopping Center at the request of the applicant.

Planning Commission Excused.

Consent Agenda - Approved as Recommended. City Manager, Scott A. Stevens, 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. Stevens reminded Council Item C. Contiguous Annexation Petition – Provo Land Exchange (Wayne Preparatory Academy) was removed from the Consent Agenda during the work session. Councilmember Allen moved the items on the Consent Agenda, Items D, E, F, G, H, I, J, K, L and M be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Headen, and a roll call vote resulted in all members voting in the affirmative. Mayor King declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

US Department of Justice: Edward Bryne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation. Resolution Adopted. The Goldsboro Police Department has been notified that federal grant funds are available from the 2014 JAG Edward Bryne Memorial Justice Assistance Grant (JAG). This is the same grant that we applied for in 2013 to purchase a police cruiser.

The total amount of the grant is \$48,891.00. As in 2013 the grant requires that the application be filed on behalf of both the Goldsboro Police Department and the Wayne County Sheriff’s Office. Each agency would receive \$24,445.50.

The grant requires that a Memorandum of Understanding (MOU) is submitted with the application indicating the agreement between both agencies on the amount each agency will receive and how the grant will be administered. In addition, the MOU and grant application are required to be distributed to the City Council for review only, no fewer than 30 days prior to the application submission, or before the grant will be awarded

Staff recommended Council adopt the following entitled resolution supporting the Police Department applying for this grant. Consent Agenda Approval. Allen/Headen (7 Ayes)

RESOLUTION NO. 2014-37 “A RESOLUTION APPROPRIATING FUNDS TO BE USED IN CONJUNCTION WITH THE 2014 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT”

Federal Property Forfeiture Program State Controlled Substance Tax Remittance. Ordinance Adopted. The United States Department of Justice administers a program that transfers from the Federal Government property seized by local law enforcement agencies and the State of North Carolina administers a program whereby taxes are levied on unlicensed individuals involved in the arrest of such individuals. The property obtained through the United States Department of Justice has been confiscated during drug raids or other undercover operations and may include personal items such as vehicles or money. The State of North Carolina allocates a share of taxes collected to localities involved in the arrest of individuals and the seizure of their controlled substances.

Recently the City of Goldsboro Police Department assisted Federal authorities in concluding several drug operations. Based on Federal guidelines, \$11,686.20 of forfeited money can be reimbursed to the City for:

04/24/14-CATS ID#13-DEA-587741;KN-13-0106	\$ 1,575.00
04/29/14-CATS ID#09-DEA-517810;KN-06-0009	\$ 6,468.00
06/10/14-CATS ID#14-DEA-592233;KN-11-0071	\$ 3,643.20

The State has forwarded the City of Goldsboro “Controlled Substance Tax Remittance” funds totaling \$4,412.89 for:

04/22/14 #45PR0000595998	\$ 936.10
05/20/14 #45PR0000598313	\$ 3,476.79

These funds can be used for the purchase of controlled substances, payment of informants, the purchasing of equipment or for the provision of training for sworn officers. All monies must be used for new activities and cannot replace previously appropriated funds.

Staff recommended Council adopt the following entitled Ordinance to reflect an increase in General Fund revenues and an increase in the operating expenditures of the Police Department budget by a total of \$16,099.09. Consent Agenda Approval. Allen/Headen (7 Ayes)

ORDINANCE NO. 2014-27 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR 2013-2014 FISCAL YEAR”

Authorizing Finance Director to Purchase from National Joint Powers

Alliance. Approved. National Joint Powers Alliance (NJPA) serves as a municipal contracting agency. NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members, which includes government, education and non-profit agencies.

The General Assembly provided authority for purchasing and contracting under Article 3 of Chapter 143. The intent is to allow use of a cooperative purchasing contract when, under the circumstances, that method appears to provide as advantageous a result as would competitive bids. It must provide a reasonable assessment about whether use of the contract is a prudent expenditure of public funds. By authorizing the Finance Director to purchase from NJPA, it gives the City an alternative source in procuring equipment and supplies for services.

It is recommended that the Council authorize the Finance Director to enter into an agreement with NJPA in order to use this agency’s procurement contracts. Consent Agenda Approval. Allen/Headen (7 Ayes)

Berkeley Boulevard Widening Project – Budget Amendment. Ordinance

Adopted. The Berkeley Boulevard Widening Project proposes the construction of an additional southbound travel lane on the west side of the existing corridor. This new lane would run between Royall Avenue and South Drive, just north of New Hope Road. Parcels have been identified where easements for right-of-way, temporary construction and permanent utility easements will be necessary. The City is required to purchase these properties.

On March 18, 2013, Council adopted a resolution to allow acquisition and condemnation of a parcel of land at 1407 N. Berkeley Boulevard. The City submitted an offer to purchase this parcel in the amount of \$23,100. City staff has negotiated with the owner and agreed to accept an offer of \$35,000.

At the June 2, 2014 meeting, Council authorized the purchase of 1407 N. Berkeley Boulevard at the negotiated price of \$35,000. Since the acquisition cost is more than originally appropriated, an additional \$11,900 will need to be authorized by Council.

Staff recommended Council adopt the following entitled budget ordinance appropriating \$11,900 from the unassigned fund balance of the General Fund for the Berkeley Boulevard Widening Project. Consent Agenda Approval. Allen/Headen (7Ayes)

ORDINANCE NO. 2014-28 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-14 FISCAL YEAR”

Amend Capital Projects Fund Ordinances- Sanitary Sewer Improvements and Street Improvements. Ordinance Adopted. The voters of the City of Goldsboro authorized the issuance of \$9,000,000 for water improvements in November 1993, \$22,065,000 in sanitary sewer general obligation bonds and \$6,000,000 in Street Improvement Bonds at a referendum in May 1998. Portions of these authorizations were included in the capital projects amendments in April 1999, September 2000, January 2001, November 2001, June 2005, April 2008, June 2008, June 2009 and May 2010. Investment earnings and sales tax refunds have also been realized in these funds.

There have been additional revenues generated from investment proceeds in all Capital Project Funds. The Capital Projects Ordinances for Sanitary Sewer Improvements should be amended to represent the exact balance of revenues and expenditures.

It is recommended Council adopt the following entitled Budget Ordinance amending the Capital Projects Fund Ordinance-Sanitary Sewer Improvements by \$21,489. Consent Agenda Approval. Allen/Headen (7 Ayes)

ORDINANCE NO. 2014-29 “AN ORDINANCE AMENDING THE SANITARY SEWER IMPROVEMENTS FUND”

End of Fiscal Year 2013-14 Budget Amendment. Ordinance Adopted.

During the fiscal year, there have been several discussions with Council in regards to budget allocations for health costs and additional departmental expenditures.

There are several departments/divisions that require budget revisions for FY 2013-14.

1. The FY 09-10 budget approved an equipment loan that included fiber installation. Information Technology was able to complete the project in FY 13-14 with the final payment from the escrow account. An appropriation is needed to allocate the expenditures and reimbursement proceeds from the escrow account in the amount of \$18,959.11.
2. During the past few months, the City has received several donations associated with acquiring land adjacent to Willowdale Cemetery. An appropriation is needed to allocate the expenditures and donations in the amount of \$132,901.90.
3. The City of Goldsboro is self-insured and department allocations cannot cover all the claim costs for health insurance. It is necessary to allocate additional support to cover claims and expenses for the remainder of this fiscal year (General Fund - \$365,500 and Occupancy Tax Fund - \$90,000).

Staff recommended the following entitled budget ordinance be adopted, which will be decreasing the Unassigned Fund Balance of the General Fund by \$365,500 and the Occupancy Tax Fund by \$90,000. Consent Agenda Approval. Allen/Headen (7 Ayes)

ORDINANCE NO. 2014-30 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-2014 FISCAL YEAR”

Disadvantaged Business Enterprise Policy. Resolution Adopted. The procurement policy is the rules and regulations that are set to govern the process of acquiring goods and services needed by the City of Goldsboro. At the March 17, 2014 meeting, Council adopted the City’s procurement policy, which included the Disadvantaged Business Enterprise policy.

Federal Transit Administration (FTA) reviewed the City’s Disadvantaged Business Enterprise (DBE) policy and has submitted comments and areas needing revisions. Staff has addressed all comments and made all the necessary changes to the DBE policy.

A copy of the revised Disadvantaged Business Enterprise policy is available for review.

Staff recommended Council adopt the following entitled Resolution authorizing the Mayor to sign the City of Goldsboro’s revised disadvantaged business enterprise policy subject to addressing any additional FTA comments. Consent Agenda Approval. Allen/Headen (7 Ayes)

RESOLUTION NO. 2014-38 “RESOLUTION ADOPTING THE CITY OF GOLDSBORO’S DISADVANTAGED BUSINESS ENTERPRISE POLICY”

Authorization of Construction Administration/Construction Observation Engineering Services with Schnabel Engineering for Corps Flood Control Structure Repair. Resolution Adopted. At the Council Retreat on February 12, 2013, the Public

Utilities Director and the City Manager discussed the need to do another temporary repair of the Corps of Engineers Flood Control Structure. In 2007, the City did a temporary repair by installing a membrane over the structure. This time it is recommended that a new sheet pile wall be constructed next to the old sheet pile wall to prevent a failure which could seriously impact the City's Neuse River water supply. Council authorized the City Manager to move forward on this project. On April 15, 2013, Council authorized Schnabel Engineering to design the new sheet pile wall.

The City of Goldsboro is now ready to have a construction contractor to begin with the repair of the Corps Flood Control Structure and has received a proposal from Schnabel Engineering, Greensboro NC to provide construction administration/ construction observation services in the amount of \$41,500.

Staff recommended the City Council adopt the following entitled resolution authorizing the City Manager to execute a contract with Schnabel Engineering not to exceed \$41,500 to provide construction administration/ construction observation services for the repairs to the Corps of Engineers Flood Control Structure. Consent Agenda Approval. Allen/Headen (7 Ayes)

RESOLUTION NO. 2014-39 "RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT WITH SCHNABEL ENGINEERING FOR CONSTRUCTION ADMINISTRATION/ CONSTRUCTION OBSERVATION SERVICES FOR THE REPAIRS OF THE CORPS FLOOD CONTROL STRUCTURE"

Repairs to U. S. Army Corps of Engineers Flood Control Structure Bid Award. Resolution Adopted. 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. To protect its water supply, on February 12, 2013 the City Council authorized staff to move forward on the design for the next repair project. The project has been designed, permitted, and bids received for the construction to repair the flood control structure.

The City of Goldsboro advertised for Requests for Qualifications to construction contractors and received two responsive RFQs on March 25, 2014. These two firms were invited to bid on the project and their bids were received on April 25, 2014 at 2:00 PM, though because there appeared to be a misunderstanding relating to the scope of the project, clarifications were made and the project rebid on May 28, 2014. A tabulation of the May 28, 2014 bids is available.

The lowest responsive bidder was Civil Works Contracting, LLC of Wilmington, NC with a Total Bid amount of \$281,285. There are sufficient funds in the FY 2013-2014 budget for this project.

It is recommended that the City Council adopt the following entitled resolution authorizing the Mayor and the City Clerk to execute a contract with Civil Works Contracting, LLC not to exceed \$281,285 for the repairs to the Corps of Engineers Flood Control Structure Project. Consent Agenda Approval. Allen/Headen (7 Ayes)

RESOLUTION NO. 2014-40 "RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF CONTRACT FOR THE REPAIRS TO THE U.S. ARMY CORPS OF ENGINEERS FLOOD CONTROL STRUCTURE PROJECT"

Monthly Reports. Accepted as Information. The various departmental reports for the month of May, 2014 were submitted for the Council's approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Allen/Headen (7 Ayes)

End of Consent Agenda.

Award of TIGER V Construction Project: Contract Awards for Center Street – Phase II Streetscape Improvements (Formal Bid #2014-001); Gateway

Transfer Center (Formal Bid # 2014-002) and Walnut Street Streetscape Improvements (Formal Bid # 2014-003). Resolution Adopted. Seal bids were received and publicly opened for Center Street – Phase II Streetscape Improvements on Monday, June 2, 2014; on Monday, June 9, 2014 for Walnut Street Streetscape Improvements and on Thursday, June 12, 2014 for the Gateway Transfer Center.

T.A. Loving of Goldsboro, NC submitted the low bid for the Center Street – Streetscape Improvements for a total cost without contingency of \$6,916,053.80. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
T.A. Loving Company Goldsboro, NC	\$6,916,053.80
Daniels & Daniels Construction Company Goldsboro, NC	\$7,121,477.51
Jackson Builders, Inc. Goldsboro, NC	\$7,665,033.70

Daniels & Daniels of Goldsboro, NC submitted the low bid for the Walnut Street Streetscape Improvements for a total cost without contingency of \$2,904,000.00. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Daniels & Daniels Construction Company Goldsboro, NC	\$2,904,000.00
T.A. Loving Company Goldsboro, NC	\$2,918,000.00
MWEC General Contractors Red Springs, NC	\$3,203,100.00

Daniels & Daniels of Goldsboro, NC submitted the low bid for the Gateway Transfer Station for a total cost without contingency of \$5,156,000.00. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Daniels & Daniels Construction Company Goldsboro, NC	\$5,156,000.00
MWEC General Contractors Goldsboro, NC	\$5,997,411.00
Jackson Builders Goldsboro, NC	\$6,010,192.00
I.L. Long Construction Company Winston-Salem, NC	\$6,040,000.00

The bids for this project have been reviewed and certified by The Wooten Group and David Gall and checked for accuracy. After their review, staff checked funding allocations associated with these projects. It was found that some reductions would be needed in order to be able to award within FTA and local match funding. The following are adjustment/reductions suggested by staff:

<u>Center Street – Phase II Streetscape Improvements</u>	
Base Bid without Contingency	\$6,916,053.80
Removal of French Drains	- 88,200.00
Revised Bid Amount	\$6,827,853.80

<u>Gateway Transfer Station</u>	
Base Bid without Contingency	\$5,156,000.00
Removal of Concourse	- 352,000.00
Removal of Furniture Allowance	<u>- 150,000.00</u>
Revised Bid Amount	\$4,654,000.00

Staff has analyzed all the project bids and is recommending that contingency be awarded as follows:

Center Street – Phase II Streetscape Improv.	\$ 200,000.00
Walnut Street Streetscape Improvements	80,000.00
Gateway Transfer Station	<u>120,000.00</u>
Total Contingency Recommended	\$ 400,000.00

We have also reviewed the financing of this project with the Finance Director and determined that sufficient funds are available for this project from TIGER V, loan proceeds and NCDOT Pre-Tiger Award.

Councilmember Williams made a motion to adopt the following entitled resolution authorizing the Mayor and City Clerk to execute contracts in the amount of \$6,827,853.80 plus \$200,000 contingency for the Center Street – Phase II Streetscape Improvements, \$2,904,000 plus \$80,000 contingency for Walnut Street Streetscape Improvements, and \$4,654,000.00 plus \$120,000 contingency for the Gateway Transfer Station subject to FTA concurrence and financing approval of the Local Government Commission and to authorize the Mayor and City Clerk to execute a contract with Duke Energy in the amount of \$173,000 for utility relocation associated with the Center Street Streetscape Project. The motion was seconded by Councilmember Allen. Mayor King, Mayor Pro Tem Broadaway, Councilmember Headen, Councilmember Williams, and Councilmember Allen voted in favor of the motion. Councilmember Goodman and Councilmember Aycock voted against the motion. Mayor King declared the motion passed 5:2.

RESOLUTION NO. 2014-41 “RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF CONTRACTS FOR CENTER STREET – PHASE II STREETSCAPE IMPROVEMENTS; GATEWAY TRANSFER STATION; AND WALNUT STREET STREETSCAPE IMPROVEMENTS”

City Manager’s Report. No report.

City Attorney’s Report and Recommendations. No report.

Mayor and Councilmembers’ Reports and Recommendations. Mayor Pro Tem Broadaway shared a wonderful opportunity to honor our combat veterans will be held on August 7th, the Purple Heart Banquet. He stated this year the speaker is very special, it is the Battalion Commander for the Wounded Warrior Battalion down at Camp Lejeune. He encouraged everyone to go out and buy a ticket and show their support.

Councilmember Aycock made no comments.

Councilmember Allen stated he thought we needed to tell people and publically thank Randy, Kaye, and others involved in the TIGER Grant. They have worked behind the scenes an enormous amount of time putting this thing together. Secondly, the MPO or the Transportation Advisory Commission met this morning and awarded points to various projects based on new DOT criteria; on June 24th there is a public hearing so if anyone has any concerns or wants to give input you can come out. It is here at City Hall and he thinks it is from 4:00 p.m. to 7:00 p.m. but check out the City’s website for additional information.

Councilmember Williams stated 19 years ago when he was first elected to serve on the Council, his platform said growth and productivity for the City of Goldsboro. He stated that means the whole City of Goldsboro. He stated this Council is working for the whole City, not just downtown, we happen to be working on downtown with the TIGER

grant, but it is spreading across the whole City, we are resurfacing streets, just beautifying our City allover, that is why he is in favor of the sacrifices they are making without raising taxes.

Councilmember Goodman made no comments.

Councilmember Headen stated he would like to echo the comments made earlier by Mayor Pro Tem Broadaway. We need to all get behind them and salute them for all their hard work and sacrifices they have made for this country. He stated he had the pleasure of attending one of those events and it was very moving. Councilmember Headen stated he thinks all of our citizens should be proud of our veterans and should attend the event, it is very worthwhile. He also thanked Randy, Kaye and Julie for all their efforts on the TIGER grant. Councilmember Headen stated he would like to offer his condolences to Councilmember Aycock on the loss of his brother.

Councilmember Williams also offered his condolences and prayers to Councilmember Aycock.

Mayor King offered his condolences to Councilmember Aycock.

Mayor King thanked our hardworking staff. He stated all of our staff members are special, thank you all for what you have done. He stated he has to agree with Mayor Pro Tem Broadaway, both he and Mayor Pro Tem Broadaway retired from the military and have served in combat but did not earn a Purple Heart. Mayor King stated those who have hats off to them and they deserve all the recognition they can get, whatever we can do to support the veterans whether they have a Purple Heart or not. He stated if you serve in the military you do have a special heart.

There being no further business, the meeting adjourned at 8:19 p.m.

Alfonzo King
Mayor

Melissa Corser, CMC
City Clerk

Certificate of Appreciation

This certificate is awarded to

Mr. Horace Best

The Mayor, City Council and the citizens of Goldsboro, North Carolina would like to thank you for your generous donation of the photo of Historic City Hall and the City Hall Annex. We appreciate your talent of creating photos that showcase the beautiful buildings in Historic Downtown Goldsboro.



[Signature]
Mayor

[Signature]
City Manager

13 AUG 14
Date

AUG 13, 2014
Date

RESOLUTION NO. 2014-53

**RESOLUTION EXPRESSING APPRECIATION
FOR SERVICES RENDERED BY BERTHA LEWIS
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO
FOR MORE THAN 13 YEARS**

WHEREAS, Bertha Lewis retires on September 1, 2014 as an Administrative Assistant II with the Goldsboro Police Department in the City of Goldsboro with more than 13 years of service; and

WHEREAS, Bertha began her career on June 27, 2001 as a Records Clerk with the Goldsboro Police Department; and

WHEREAS, Bertha has performed support services and has expertly carried out her position as an Administrative Assistant II; and

WHEREAS, Bertha 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; and

WHEREAS, the Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, the other City officials and employees and the citizens of the City of Goldsboro, of expressing to Bertha Lewis their deep appreciation and gratitude for the service rendered by her to the City over the years.

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

1. We express to Bertha Lewis our deep appreciation and gratitude for the dedicated service rendered during her tenure with the City of Goldsboro.
2. We offer Bertha our very best wishes for success, happiness, prosperity and good health in her future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 18th day of August, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO

AGENDA MEMORANDUM

AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
CU-9-14 Tillett & Coley – East side of NC 111 between
Southeast Drive and US Highway 70 East

BACKGROUND: The applicant requests amendment of a previously-issued
Conditional Use Permit to allow an increase in the number of
internet café sweepstakes games permitted from the existing
50 to a total of up to 80.

The initial Conditional Use Permit for the internet
café/sweepstakes facility was approved by the City Council
on June 4, 2012. At that time, a total of 50 machines were
approved in conjunction with the request.

The existing use is to be located in two units within the
Southeast Plaza Shopping Center. The unit contains a total
area of 4,800 sq. ft. The property is zoned General Business.

The property is located within the 70-75 decibel noise
overlay zone associated with Seymour Johnson Air Force
Base. A Notice of this public hearing was forwarded to Base
officials and no objections have been registered.

DISCUSSION: At time of approval, a modification of the distance from
residentially zoned or developed property was granted since
the shopping center site is adjacent to residentially zoned
property.

The applicant's floor plan will remain basically as it is
currently utilizing the approved 50 machines. Additional
table areas will be provided for up to 80 machines.

Parking: At time of approval, a total of 179 paved parking
spaces were shown on the site plan.

Based on the square footage (80% of total) for the Food Lion
and other retail units existing in the shopping center, not
including the internet café, a total of 157 parking spaces are
required.

If the internet café space was utilized as retail space, an additional 15 parking spaces would be required for a total of 172 spaces.

The internet café, however, requires two parking spaces per machine plus one space per employee. Based on the requested 80 machines and four employees, a total of 164 parking spaces would be required for just the internet café operation.

Recently, the Council approved a modification to require only 1.5 parking spaces per internet machine plus one space per employee. Based on this, the internet café would require 124 parking spaces.

Food Lion and Retail Space:	147 spaces required
Internet Café:	<u>124 spaces required</u>
Total for All Uses:	271 spaces required

As indicated previously, there are only 179 parking spaces provided for the shopping center. A modification of the parking requirement from 271 spaces to 179 spaces will be required if this request is approved.

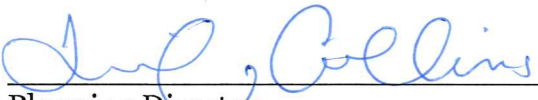
While considering this modification, the staff examined the site and found that most, if not all, of the retail stores within the shopping center will generate transient traffic and, in most cases, would not require more than an hour parking at a time for customers. In addition, stores within the shopping center will close earlier than the internet café which is to remain open until 2:00 a. m. It is, therefore, anticipated that there should be sufficient parking to provide for the uses, including the internet café, if the number of machines is increased from 50 to 80.

Hours of operation for the site will be from 7:00 a. m. to 2:00 a. m., Monday through Sunday. Four employees will be associated with the operation.

In accordance with an Ordinance adopted by the City Council in April, 2010, the applicant will be required to submit serial numbers for each computer or laptop to be located on the premises to the Inspections Department when applying for a privilege license. A \$2,500 privilege tax per establishment plus a \$500 privilege tax for each computer is required for all or any part of the fiscal year running from July 1 to June 30.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on September 2, 2014.

Date: 08/13/14


for Planning Director

Date: _____

City Manager

ssj

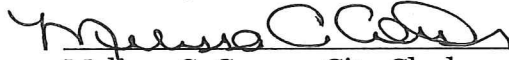
NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER AMENDMENT OF A PREVIOUSLY-ISSUED
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF
AN INTERNET CAFÉ/SWEEPSTAKES FACILITY
BY INCREASING THE NUMBER OF GAMES OR MACHINES PERMITTED
FROM 50 UP TO A TOTAL OF 80

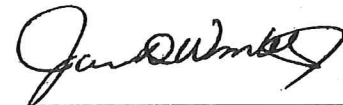
Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, August 18, 2014, at 7:00 p. m., in the Council Chambers, City Hall to consider amending a previously-approved Conditional Use Permit to allow the operation of an internet café/sweepstakes facility by increasing the number of games or machines permitted from 50 up to 80.

CU-9-12 Tillett and Coley – East side of NC 111 South between Southeast Drive and US Highway 70 East

The Wayne County Tax Identification No. is 04-3528-21-8249. The address is 211 NC 111 South and the individual unit has a frontage of 60 ft., a depth of 60 ft. and a total area of approximately 3,600 sq. ft.

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


Melissa C. Corser, City Clerk

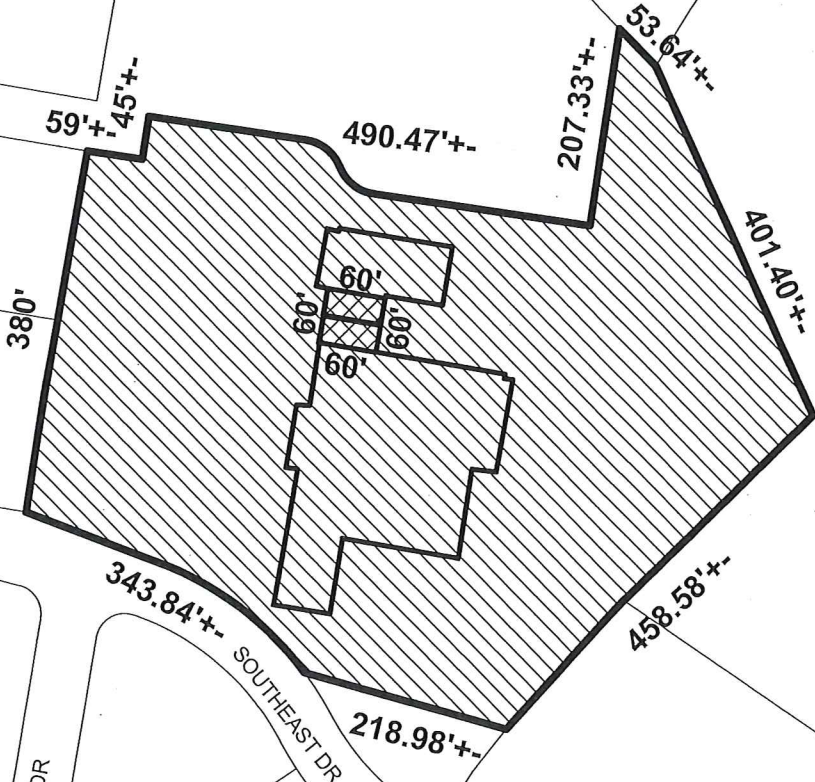

James D. Womble, City Attorney

PUBLISH: July 31, 2014
August 7, 2014

CU-9-14 TILLET & COLEY INCREASE GAMES (INTERNET SWEEPSTAKES)

US 70
HWY
US 70 HWY

NC 111 HWY



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 the 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 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.



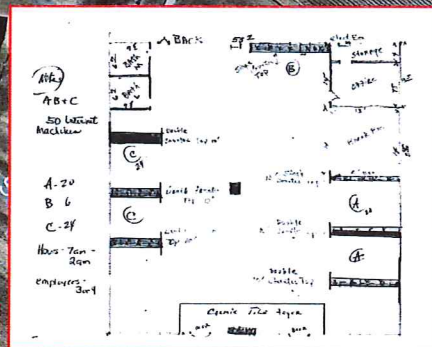
CU-5-12
TILLET & COLEY

No. of games: 50 Maximum
No. of Employees: 4
Hours of operation: Mon. – Sun.
7:00 am – 2:00 am

James Cornea
 CITY CLERK
[Signature]
 CITY ENGINEER
[Signature]
 PLANNING & CD DIRECTOR

6-4-12
 DATE
 6/4/12
 DATE
 6-4-12
 DATE

Jula Lill 6-29-12
OWNER SIGNATURE DATE



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 the 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 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.



CITY OF GOLDSBORO

AGENDA MEMORANDUM

AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
CU-10-14 Center Chestnut, LLC – Northwest corner of
South Center Street and West Chestnut Street

BACKGROUND: The applicant requests a Conditional Use Permit to allow the
operation of a place of entertainment with ABC permits
(craft beer sales for on-premise consumption).

Frontage: 51.25 ft. (Center Street)
116.8 ft. (Chestnut Street)

Zoning: Central Business District (CBD)

The applicant has proposed to up-fit the existing space on
the corner which was previously utilized as a filling station.
Since the site is located within the Historic District, any
exterior improvements to the building will have to receive a
Certificate of Appropriateness from the Historic District
Commission. An application for the C of A has been
submitted separately and will be discussed at the
Commission's meeting on August 25, 2014.

DISCUSSION: The applicant's site plan shows the existing building which
contains approximately 1,320 sq. ft. An outside seating area
is delineated which will include approximately ten tables and
32 chairs. Retractable awnings will provide shelter for the
outdoor area.

A total of 12 tables and 40 chairs, as well as a bar area to seat
eight, will allow for seating inside the building. Restrooms
are shown which will be provided for patrons.

An existing driveway on Center Street will be closed and the
site is within that area of the CBD which is exempt from
provision of off-street parking and landscaping.

The applicant has indicated the location of two food trucks
which will serve the site. These mobile units will be removed

at the end of each day and the specific food vendors may vary.

Hours of Operation: Wednesdays 5pm-11pm,
Thursday-Saturdays 5pm – 12am,
Sundays 12pm-8pm and closed
Mondays and Tuesdays.

No. of Employees: 2 employees full-time and
additional staff will be employed
as needed.

Refuse Collection: Rollout trash carts

The applicant is proposing a freestanding pole sign at the corner of Center and Chestnut Streets. To keep within the historic character of the site and the previous use, the applicant is requesting a modification of the 5 ft. height requirement to allow a height of 15 ft. The sign materials and design will also be discussed at the Historic District Commission meeting on August 25, 2014.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on September 2, 2014.

Date: 08/13/14


for Planning Director

Date: _____

City Manager

ssj

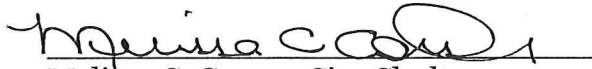
NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
OF THE CITY OF GOLDSBORO
TO CONSIDER ISSUANCE OF A CONDITIONAL USE PERMIT
TO ALLOW THE OPERATION OF A
PLACE OF ENTERTAINMENT WITH ABC PERMITS

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, August 18, 2014, at 7:00 p. m., in the Council Chambers, City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of a Place of Entertainment with ABC Permits (craft beer sales for on-premise consumption).

CU-10-14 Center Chestnut, LLC – Northwest corner of South Center Street and West Chestnut Street

The Wayne County Tax Identification No. is 12-2599-85-6457. The property has a frontage of 51.25 ft. on South Center Street, a frontage of 116.8 ft. on West Chestnut Street and a total area of 5,986 sq. ft., or 0.14 acres.

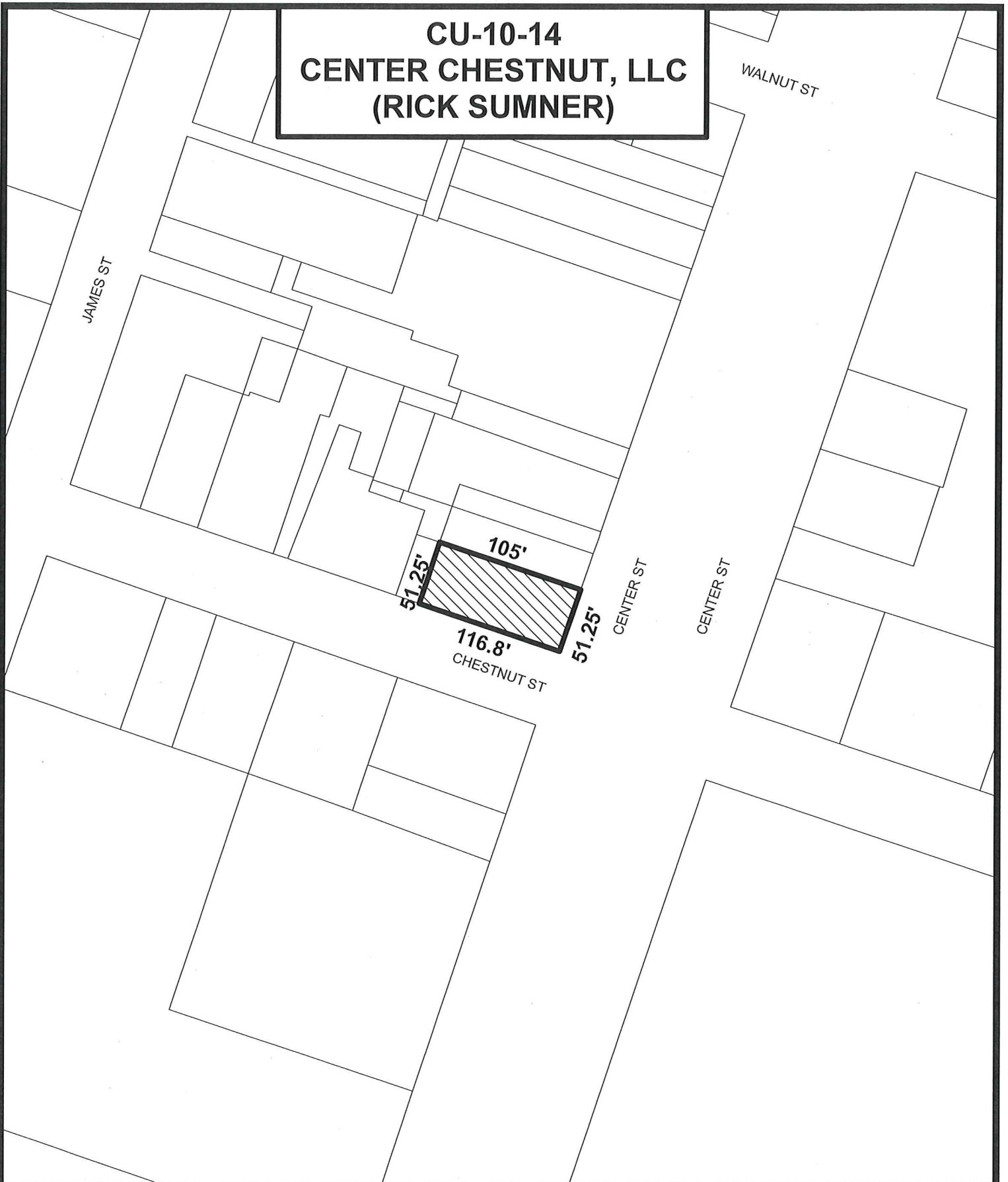
All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.


Melissa C. Corser, City Clerk


James D. Womble, City Attorney

PUBLISH: July 31, 2014
August 7, 2014

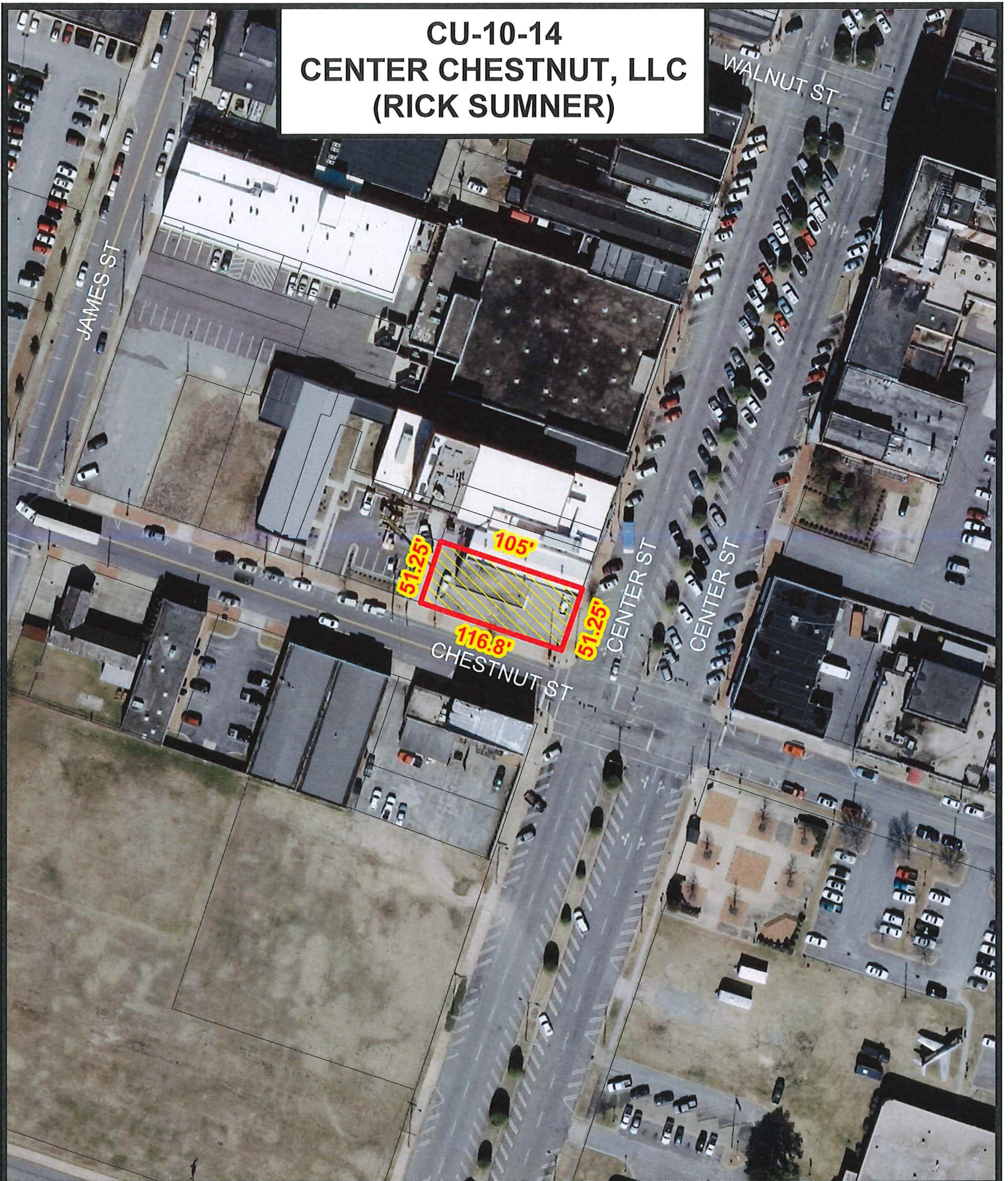
**CU-10-14
CENTER CHESTNUT, LLC
(RICK SUMNER)**



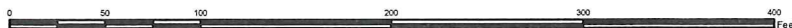
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on the map are hereby notified that 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 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.

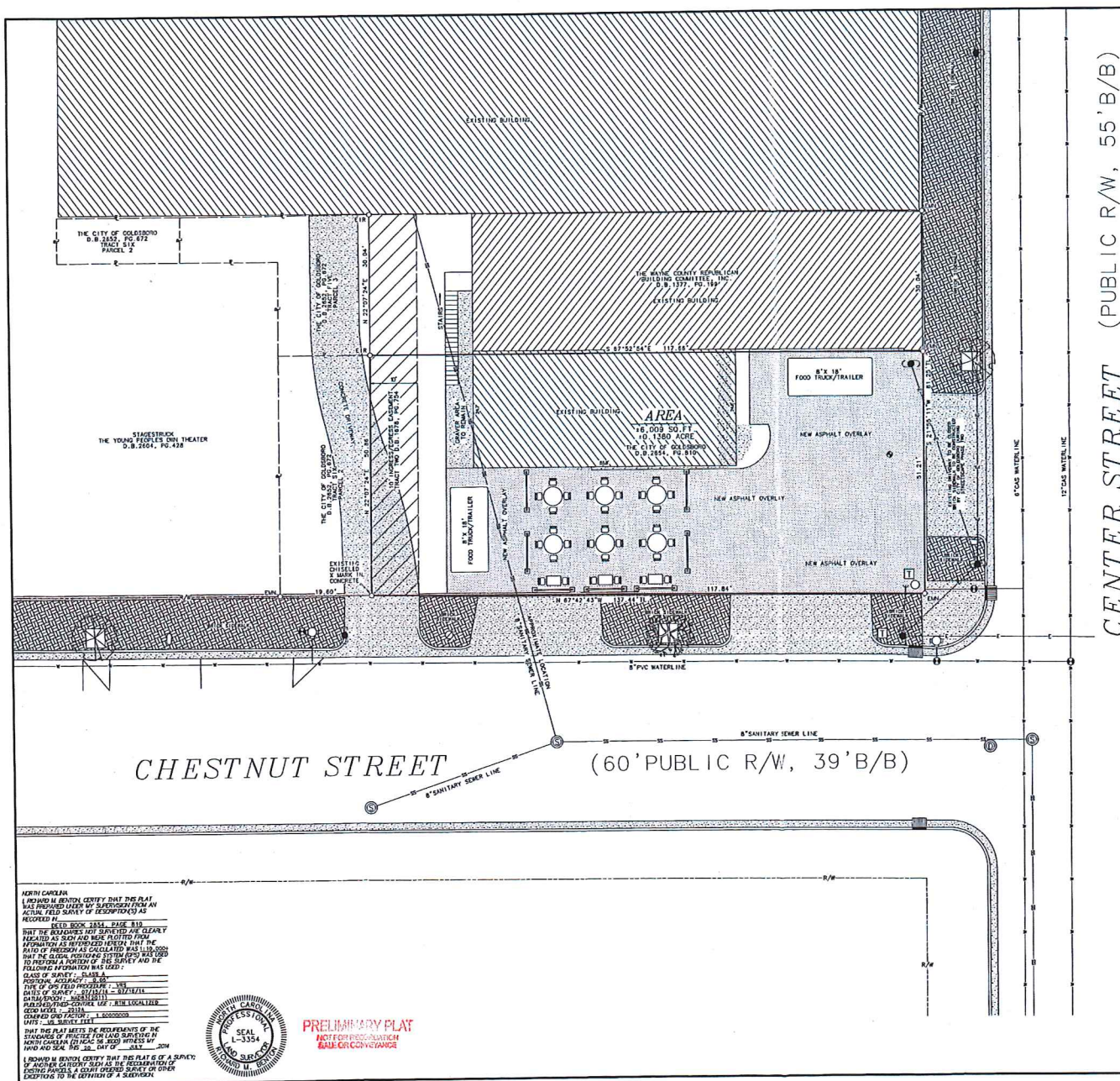


**CU-10-14
CENTER CHESTNUT, LLC
(RICK SUMNER)**



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 the 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 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.



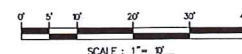


NOTES
1. SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS PER WATER COUNTY FIRM 3720258500J DATED DECEMBER 02, 2005.

- LEGEND**
- EIP EXISTING IRON PIPE
 - EIR EXISTING IRON ROD
 - EIA EXISTING IRON AXLE
 - EPK EXISTING P.C. KALI
 - IRS IRON ROD SET
 - MWS AND BAIL SET
 - INDICATES NO POINT SET
 - LIGHT POLE
 - POWER POLE
 - OVERHEAD ELECTRIC LINE
 - WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - MONITORING WELL
 - PROPERTY BOUNDARY LINE
 - SURVEYED TITLE LINE
 - NON-SURVEYED LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - PROPERTY LINE
 - CENTERLINE

REFERENCE MADE TO
PLAT CABBET N. SLIDE 2-A
PLAT CABBET N. SLIDE 11-0
WAYNE COUNTY REGISTRY

ADDRESS
101 W. CHESTNUT STREET
GOLDSDORO, NC



SHEET 2 OF 2
AS-BUILT SURVEY AND SITE PLAN FOR
CENTER CHESTNUT, LLC

BEING ALL OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 2854, PAGE 810 WAYNE COUNTY REGISTRY
GOLDSDORO TOWNSHIP WAYNE COUNTY NORTH CAROLINA

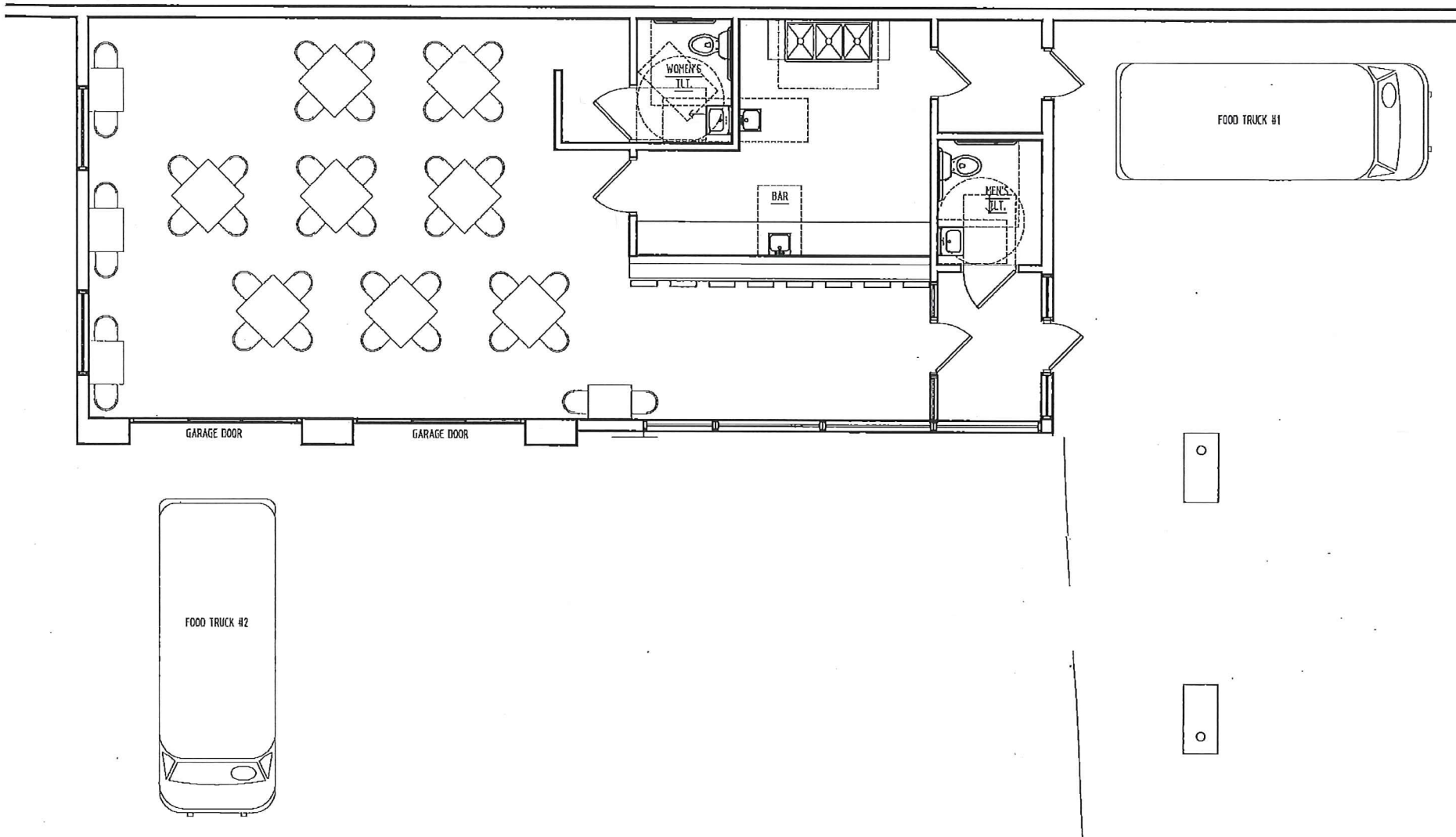
BENTON & ASSOCIATES
LAND SURVEYING AND MAPPING
1116 N. HAWK STREET, GOLDSDORO, NC 27526
PHONE (919) 735-0400 FAX (919) 735-0400
FIRM LICENSE NO. 0-100

APPROVED RMB DATE 01/20/14
SUPERVISOR JHL DRYER RMB
FILE NUMBER 14-123



PRELIMINARY PLAT
NOT FOR RECORDATION
BASED ON CONVEYANCE

NORTH CAROLINA
I, ANDREW M. BENTON, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN:
DEED BOOK 2854, PAGE 810
THAT THE REQUIREMENTS HAVE BEEN CLEARLY INDICATED AS SUCH AND HAVE BEEN PLOTTED FROM INFORMATION AS PROVIDED HEREON THAT THE RATE OF PRECISION AS CALCULATED WAS 1:100,000 THAT THE SURVEY, INCLUDING THE FIELD NOTES, HAS BEEN COMPLETED IN ACCORDANCE WITH THE FOLLOWING INFORMATION HAS BEEN USED:
CLASS OF SURVEY: BOUNDARY
POSITIONAL ACCURACY: 1:100,000
TYPE OF SURVEY: BOUNDARY
DATE OF SURVEY: 01/15/14
DATE OF PREPARATION: 01/15/14
PLAT PREPARED BY: ANDREW M. BENTON
DEED BOOK: 2854
PAGE: 810
CONVEYANCE FACTORY: 1:100,000
UNIT: 1/4 SECTION, 1/4 SECTION
THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA FOR PLAT PREPARATION BY 2004 AND AND SEA TO THE DAY OF 2014.
I, ANDREW M. BENTON, CERTIFY THAT THIS PLAT IS A SURVEY OF ANOTHER CATEGORY SUCH AS THE REQUIREMENTS FOR PLAT PREPARATION BY 2004 AND SEA TO THE DAY OF 2014.
EXCEPTING TO THE DEED OF A SURVEYMAN

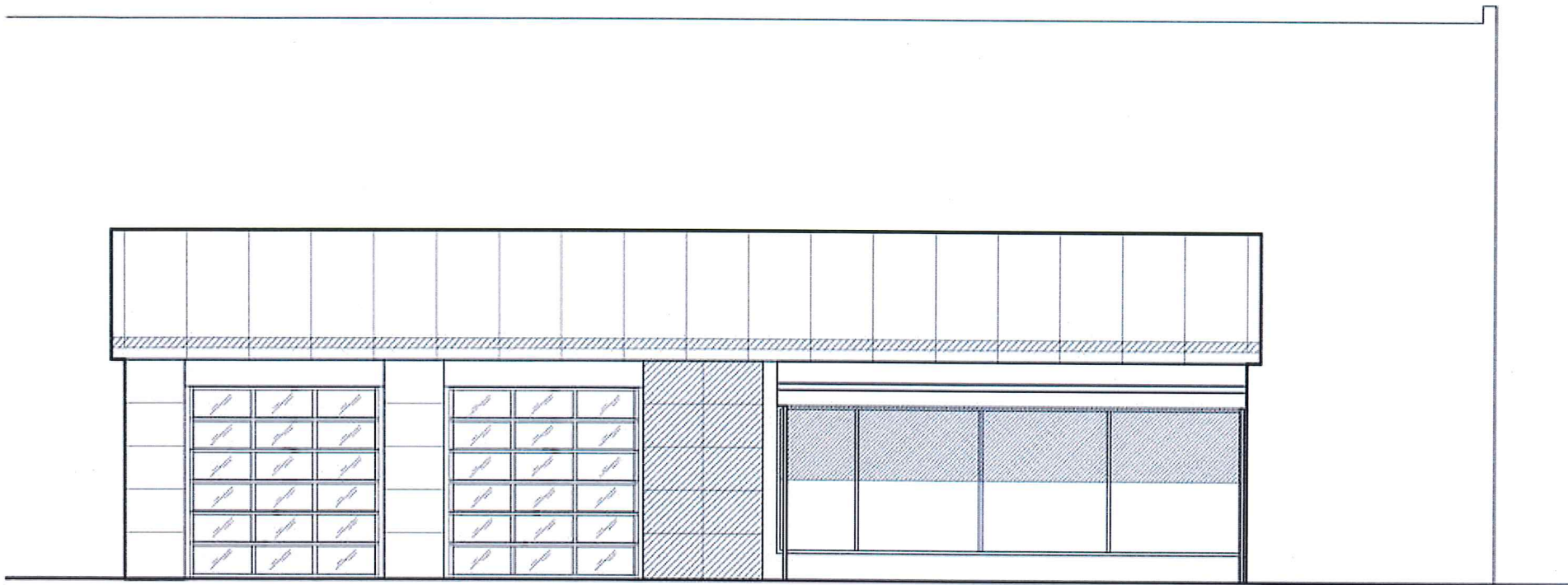


FILLING STATION

GOLDSBORO NC

1/8" = 1'-0"

08.06.14

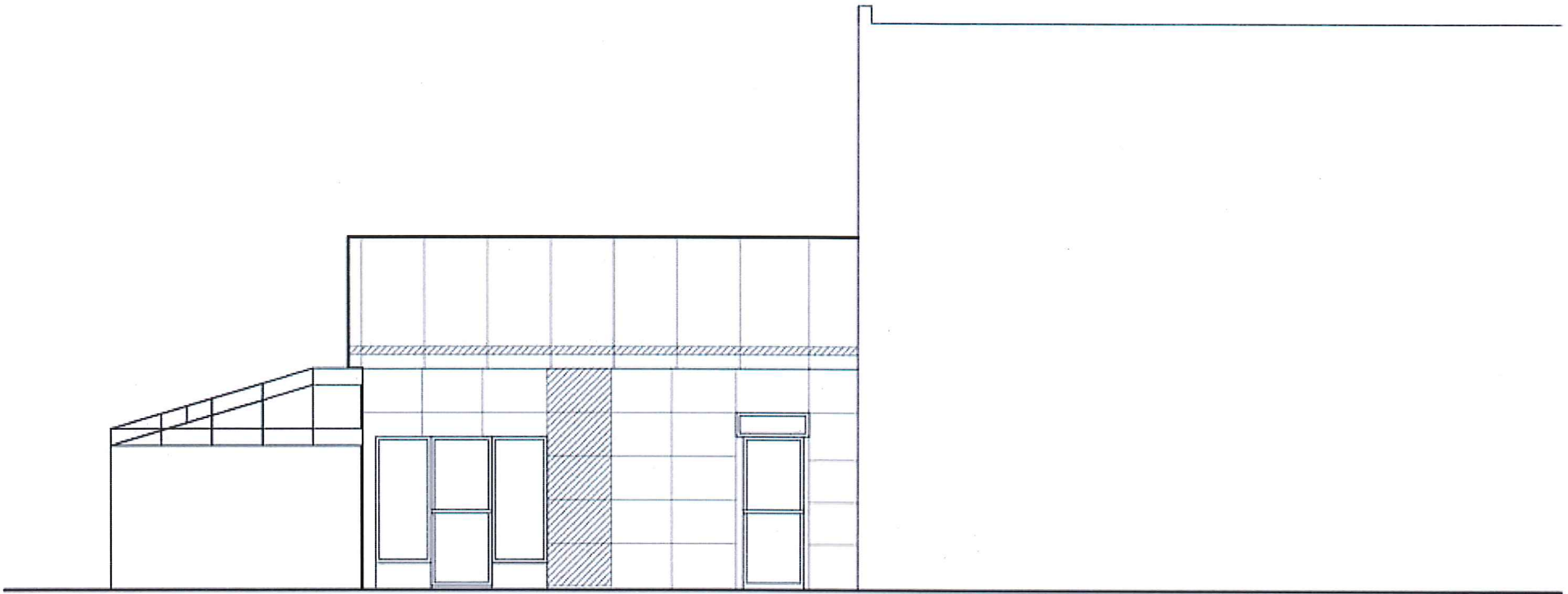


FILLING STATION FRONT ELEVATION

GOLDSBORO NC

1/8" = 1'-0"

08.06.14

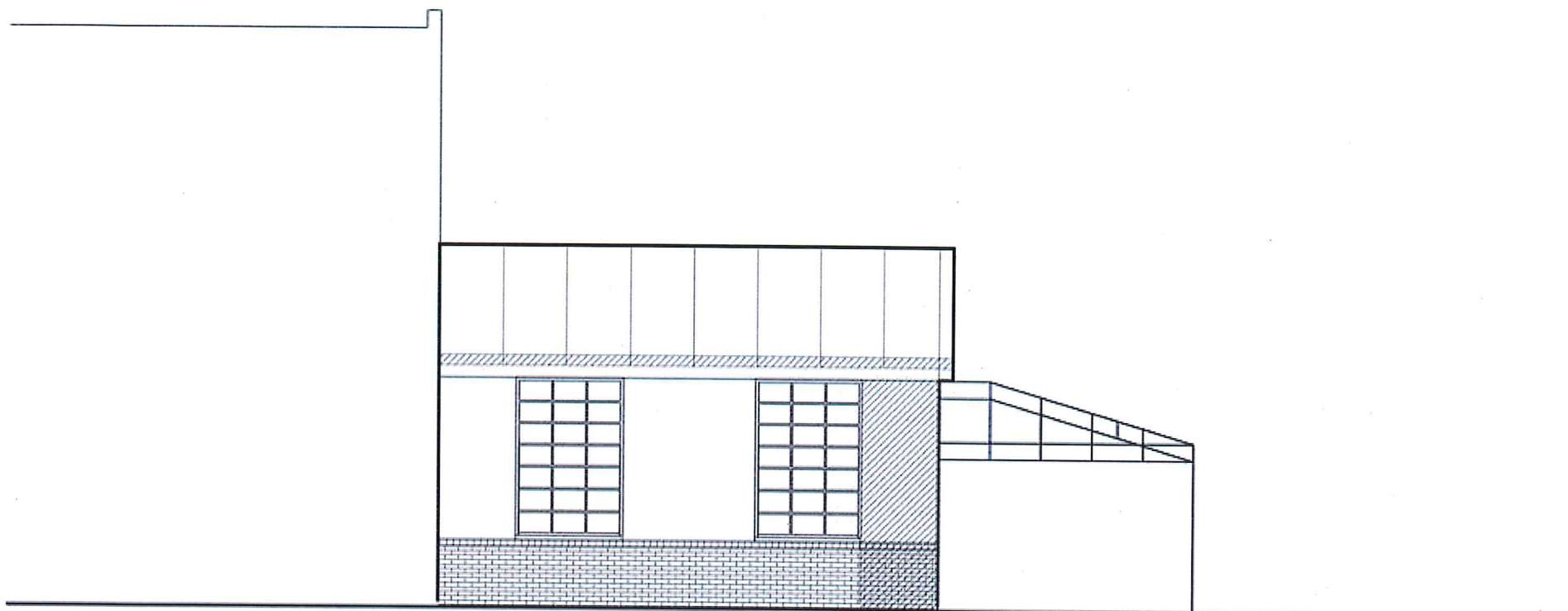


FILLING STATION RIGHT ELEVATION

GOLDSBORO NC

1/8" = 1'-0"

08.06.14



FILLING STATION LEFT ELEVATION

GOLDSBORO NC

1/8" = 1'-0"

08.06.14

40" x 40"



40" x 40"



48" x 48"



CITY OF GOLDSBORO

AGENDA MEMORANDUM

AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Contract Award for Goldsboro Turning Movement Count Inventory.

BACKGROUND: The City of Goldsboro, Lead Planning Agency for the Goldsboro MPO, requested qualifications to assist in the development of the Goldsboro Turning Movement Count Inventory which will result in peak hour traffic counts at 122 signalized intersections plus a 16 hour count for the traffic signal at the intersection of Main Street and Goldsboro Street in Pikeville.

Six consultants submitted qualifications and the Selection Committee consisting of Jimmy Rowe, Planning Director, Jennifer Collins, Assistant Planning Director, Dominique Boyd, NCDOT and Bobby Croom, City Traffic Engineer, reviewed each firm's submittal. Each submittal was evaluated based on:

1. Quality and Completeness of Proposal;
2. Project Approach and Ability to Complete on Time;
3. Related Project Experience;
4. Quality and Completeness of a Submitted Project Example;
5. Reference; and,
6. Cost

Upon review, the Selection Committee's compiled evaluations indicated that the firm of Davenport ranked highest of the six submittals.

On August 14, 2014 Staff presented this information to the TCC and TAC for their recommendation. They recommended and approved the selection of Davenport for this task.

In order to complete the data collection, Davenport proposed a total contract fee of:

<u>Contract for Services</u>	<u>\$52,275.00</u>
City of Goldsboro (+/- 20%)	\$10,455.00
NCDOT PL 104 funds (+/- 80%)	\$41,820.00

DISCUSSION:

The fee proposal for this project has been reviewed by the Planning Department and North Carolina Department of Transportation, checked for accuracy, and found to be in order. Staff has also reviewed the financing of this project with the Finance Director. Sufficient funds are available for this project with 80% of the project being paid for with the use of PL 104 funds.

RECOMMENDATION: By motion, adopt a Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$52,275 with the firm of Davenport for the Goldsboro Turning Movement Count Inventory.

Date: 08/13/14


for Planning Director

Date: _____

City Manager

RESOLUTION NO. 2014 –

RESOLUTION AWARDING AND AUTHORIZING
THE EXECUTION OF A CONTRACT FOR THE
GOLDSBORO TURNING MOVEMENT COUNT INVENTORY

WHEREAS, the City Council of the City of Goldsboro, acting as the Lead Planning Agency for the Goldsboro MPO, has heretofore found it in the public interest to develop a Goldsboro Turning Movement Count Inventory to result in peak hour traffic counts at 122 signalized intersections maintained by the City's computerized traffic signal system and one signalized intersection in Pikeville, NC; and

WHEREAS, the Technical Coordinating Committee and Transportation Advisory Committee on August 14, 2014, recommended approval of the firm Davenport to complete the data collection; and

WHEREAS, the total fee proposal submitted by Davenport of Winston-Salem, North Carolina in the amount of \$52,275; and

WHEREAS, the North Carolina Department of Transportation has agreed to allow the use of PL 104 funds to fund 80% of the contract in the amount of \$41,820; and

WHEREAS, the City of Goldsboro will be responsible for 20% of the contract in the amount of \$10,455; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept and award the contract to Davenport of Winston-Salem, North Carolina in the amount of \$52,275 for the Goldsboro Turning Movement Count Inventory;

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 Davenport in the amount of \$52,275 for the Goldsboro Turning Movement Count Inventory;

2. This Resolution shall be in full force and effect from and after this _____ day of _____, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CONTRACT

THIS CONTRACT, made this ____ of _____ in the year 2014 by and between Davenport of Winston-Salem, NC party of the first part, hereinafter called the **Contractor**, and the **City of Goldsboro, North Carolina, acting as the Lead Planning Agency for the Goldsboro Metropolitan Planning Organization**, party of the second part, hereinafter called the **Owner**:

WITNESSETH:

THAT WHEREAS, a contract for the 2014 Turning Movement Count Inventory located in Goldsboro, North Carolina, has recently been awarded to the **Contractor** by **Owner**, at and for a sum equal to the aggregate cost of the work to be done and labor, materials, equipment, apparatus, and supplies furnished in the amount of Fifty Two Thousand, Two Hundred and Seventy Five Dollars (\$52,275). Complete details and specifications regarding this work are included within Request for Qualifications – Turning Movement Count Inventory and dated July 2014 which is fully attached to this contract by reference.

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the **Contractor** and the **Owner**, evidencing the terms of said award and that the **Contractor** shall commence the work to be performed under this agreement on a date to be specified in a written order of the **Owner**, and shall fully complete all work as detailed within the **Contractor's Proposal Response** within 182 consecutive calendar days from the date of the Proceed Order.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH that the Contractor doth hereby covenant and agree with the **Owner**, that **Contractor** will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in said specifications and in accordance with the plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named in the amount of Fifty Two Thousand, Two Hundred and Seventy Five Dollars (\$52,275) as detailed within the Proposal Response attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon **Contractor** by said plans and specifications or the terms of said award.

The **Contractor** shall comply with all provisions of North Carolina General Statutes 143-128.2(c) and all applicable Federal regulations relative to identification of Minority Business Participation and submit all necessary and pertinent documentation as detailed in the attached documents.

The **Contractor** shall promptly make payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.

The **Contractor** shall be responsible for all damages to the property of the **Owner** that may be consequent upon the normal procedure of said work or that may be caused by or result from the negligence of the **Contractor**, his, its, or their employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The **Contractor** must restore all property so injured to a condition as well as it was when the **Contractor** entered upon the work.

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

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

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

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

Special Provisions:

During the performance of this Contract, the Contractor and the Owner, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the Owner: No member, officer, or employee of the Owner, or its agents, no member of the Owner's governing body, and no other public official of the Owner who exercises any functions or responsibilities with respect to the community development program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract. However, violation of this paragraph shall not be a default or breach of the Owner.

(3) Non-Discrimination and Affirmative Action Clauses: During the performance of this Contract, the Contractor and the Owner agree to abide by the regulations set forth in the following four clauses:

(a) Non-discrimination Clause

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by

rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(c) Section 3 Affirmative Action Clause

(i) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(ii) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The

Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

(d) Non-Discrimination Clause Concerning Handicap and Age

The Contractor will not discriminate on the basis of age under the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. 6101et seq.), or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), or as otherwise prohibited by state or federal law.

(4) Termination and Legal Remedies:

The Contractor and Owner mutually agree as follows:

(a) The Contractor may terminate this Agreement immediately in the event Owner fails to make payment of any amount due to the Contractor within forty-five (45) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days advanced written notice of such termination.

Upon receipt of a notice of termination from the Owner, (i) the Contractor shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process, and (ii) The Owner shall pay Contractor all fees and expenses due for services rendered through the date of termination, and reimburse the Contractor for all costs and expenses relating to commitments made by the Contractor prior to receipt of notice of termination.

(5) Project Documents: The Owner, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain the records outlined above for five years after the Owner has received a Certificate of Completion from the State Grantor Agency.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned 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.

This 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 Section 1352, Title 31, U.S. Code. 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 failure.

(7) Sanctions for Noncompliance: In the event of Contractor's non-compliance with the special provisions of this Contract, the Owner shall impose such contract sanctions as it or the State of North Carolina or the Department of Housing and Urban Development may determine to be appropriate, including, but not limited to:

(a) withholding of payment(s) to the Contractor under the Contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

Contractor is an independent contractor to the Owner in performing services under the Contract and is not an employee, agent, joint-venturer or partner of the Owner.

Contractor warrants that it, as well as any subcontractors employed by Contractor, will perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

It is mutually agreed that this Agreement is not transferable by any signatory to a third party without the consent of the other party.

Original documents, tracings, and reports shall be retained by the Contractor, and reproducible copies shall be furnished to the Owner.

Contractor hereby acknowledges that the final reports, which includes all printed work and any illustrated text or maps, is a public record pursuant to N.C. Gen. Stat. Chpt. 132,

the North Carolina Public Records Act, and that all draft materials may be deemed public records pursuant to the same.

Any notice required hereunder shall be sufficiently given when sent to the signatories via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to said signatory.

The Owner and the Contractor each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in Wayne County, North Carolina, or the federal district court nearest thereto.

FURTHER AGREEMENTS

Davenport

BY

TITLE

(SEAL)

ATTEST:

SECRETARY

CITY OF GOLDSBORO, N.C.

BY:

MAYOR

ATTEST:

CITY CLERK

Approved as to Form and
Legal Sufficiency:

"This instrument has been preaudited in
the manner required by the Local
Government Budget and Fiscal Control
Act."

CITY ATTORNEY

CITY FISCAL OFFICER

CITY OF GOLDSBORO

AGENDA MEMORANDUM

AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Contract Award for Title VI Development Assistance

BACKGROUND: The City of Goldsboro, the Lead Planning Agency for the Goldsboro MPO, requested proposals to assist in the development of the Goldsboro MPO Title VI Program. The Goldsboro MPO demonstrated deficiencies on a combination of compliance factors when an on-site compliance review was performed in 2013. The firm selected will provide technical consulting services for Goldsboro MPO in correcting those deficiencies to move the organization to an in-compliance status and assure that the program is up to date.

Four consultants submitted proposals and submittals were evaluated based on six criteria: Quality and completeness of proposal, project approach and ability to complete on time, related project experience, company statement/profile, references and cost.

Upon review, the evaluation indicated Ken Weeden & Associates, Inc. of Wilmington, North Carolina, scored the highest based on qualifications, past experience, project approach and cost.

On August 14, 2014, staff presented their recommendation to the TCC and TAC for their approval. They recommended and approved the selection of Ken Weeden & Associates, Inc. for this task.

Ken Weeden & Associates provided the following fee proposal:

<u>Contract for Consultant Services</u>	<u>\$11,016.00</u>
City of Goldsboro (+/- 20%)	\$2,203.20
NCDOT PL 104 funds (+/- 80%)	\$8,812.80

DISCUSSION:

The fee proposal for this project has been reviewed by the Planning Department and North Carolina Department of Transportation, checked for accuracy, and found to be in order. Staff has also reviewed the financing of this project with the Finance Director. Sufficient funds are available for this project with 80% of the project being paid for with the use of PL 104 funds.

RECOMMENDATION:

It is recommended that the City Council, by motion, adopt the attached Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$11,016.00 with Ken Weeden & Associates, Inc., for the Title VI Development Assistance.

Date: 08/13/14


for Planning Director

Date: _____

City Manager

RESOLUTION NO. 2014 –

RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION
OF A CONTRACT FOR THE GOLDSBORO METROPOLITAN PLANNING
ORGANIZATION TITLE VI DEVELOPMENT ASSISTANCE

WHEREAS, the City Council of the City of Goldsboro, acting as the Lead Planning Agency for the Goldsboro MPO, has heretofore found it in the public interest to obtain Title VI Development Assistance; and

WHEREAS, the Technical Coordinating Committee and Transportation Advisory Committee approved Ken Weeden & Associates, Inc. to provide assistance on August 14, 2014; and

WHEREAS, the total fee proposal was submitted by Ken Weeden & Associates, Inc. of Wilmington, North Carolina in the amount of \$11,016.00; and

WHEREAS, the North Carolina Department of Transportation has agreed to allow the use of PL 104 funds to fund approximately 80% of the contract in the amount of \$8,812.80; and

WHEREAS, the City of Goldsboro will be responsible for approximately 20% of the contract in the amount of \$2,203.20; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept and award the contract to Ken Weeden & Associates, Inc. of Wilmington, North Carolina in the amount of \$11,016 for the Goldsboro Urbanized Area Study;

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 Ken Weeden & Associates in the amount of \$11,016 for the Title VI Development Assistance;

2. This Resolution shall be in full force and effect from and after this _____ day of _____, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

AN
AGREEMENT

FOR
TITLE VI CONSULTING SERVICES

Between

***THE CITY OF GOLDSBORO
METROPOLITAN PLANNING ORGANIZATION (MPO)***

AND

KEN WEEDEN & ASSOCIATES, INC.



KEN WEEDEN & ASSOCIATES, INC. – PLANNING CONSULTANTS
Wilmington – Raleigh – Atlanta GA
August 2014

**TITLE VI PROGRAM PLANNING SERVICES AGREEMENT BETWEEN
City of Goldsboro Metropolitan Planning Organization
AND
KEN WEEDEN & ASSOCIATES, INC.**

This will serve as an Agreement between the City of Goldsboro Metropolitan Planning Organization (MPO), (hereinafter referred to as the MPO) and Ken Weeden and Associates, Inc. (hereinafter referred to as KWA) and will remain in effect until it is terminated according to the terms and conditions stated herein. The tasks to be undertaken as part of this agreement are described below.

Ken Weeden & Associates, Inc. Planning Consultants, Inc. (KWA) proposes to provide the services described below as appropriate and based on guidance from the USDOT, NCDOT, and FTA. The format will be consistent with the rules and guidelines but subject to any changes in USDOT/FTA regulations. If changes occur, KWA will notify the City/MPO of any fee adjustment, etc., if necessary.

Ken Weeden & Associates, Inc., understands that as a recipient of funds from the United State Department of Transportation (US DOT), including the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) the Goldsboro MPO must comply with provisions of Title VI. However, based on a recent on-site compliance review the Goldsboro MPO demonstrated deficiencies on a combination of Title VI compliance factors and is required to correct those deficiencies. Ken Weeden & Associates, Inc. proposes to provide the necessary technical consulting services to correct those deficiencies by helping to develop a Title VI program that meets both State and Federal Compliance standards. KWA will provide technical consulting services to the Goldsboro MPO to help assure that the program is up to date. Services will include but not be limited to the following:

Task 1.1

Provide technical assistance to help respond to NCDOT's request for Title VI information, to help staff submit all of the required information in a timely manner. Ken Weeden & Associates, Inc. will also assist with any necessary follow-up to the initial submission.

Task 1.2 – Review all of the previously developed Title VI documents and update all to the current requirements as set forth in 49 Code of Federal Regulations 21 (CFR); 23 CFR 200; and FTA Circular 4702.1B.

Task 1.3 – Coordinate with NCDOT Office of Civil Rights to take steps necessary to correct deficiencies found within a reasonable time period.

PROJECT SCHEDULE:

Ken Weeden & Associates, Inc. proposes to complete all of the tasks described above within 45 days of receipt of Notice to Proceed, **but no later than October 1, 2014.**

Fee Proposal/Compensation:

KWA proposes to provide all of the services described above for a lump sum amount not to exceed **\$11,016.00**. Partial invoices will be submitted upon the completion of the various work tasks for consideration of payment and approval by the City of Goldsboro MPO.

This agreement is valid and effective as indicated by the signatures below:

**City of Goldsboro, North Carolina
Metropolitan Planning Organization:**

Ken Weeden and Associates, Inc.

(Name/Title)

President

Date:

Date:

Attest:

Attest:

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: AUTHORIZATION OF POSITIONS -DISTRIBUTION AND COLLECTIONS DIVISION

BACKGROUND: When the FY 2014-15 budget was adopted in June, Council reaffirmed the full-time positions outlined in the budget document. There were 444 full-time positions authorized.

DISCUSSION: The Public Works department is requesting two new positions within the Utility Fund that are required for our new System Integrity Program (SIP) within the Distribution & Collections Division. The SIP is a proactive program where the City will inspect sanitary sewer pipes using multiple tools including Robotic Cameras, Acoustic Waves, Smoke Testing, and Dye Testing. It will then map out priority areas within the City. The City budgeted over \$200,000 for all the equipment necessary to begin this program. The positions requested will be internal hires and will be in conjunction with the personnel movement initiated by the Sanitation Department.

The first position will be a System Integrity Operator (SI) and will be a field crew leader for the program. The position will be in charge of collecting field data via the above methods and then coding the infrastructure based on national NASSCO standard in the City's GIS database. This encoding will generate a quick view map showing pipes that are in need of immediate attention.

In order for the City's budget document to list all of the full-time positions with the appropriate pay grades, I am recommending that the following positions be authorized in the FY 2014-15 budget.

<u>Position</u>	<u>Grade</u>	<u>Pay Range</u>
Systems Integrity Operator	72	\$34,892 - \$55,129
Systems Integrity Technician	71	\$33,231 - \$52,502

RECOMMENDATION: By motion, authorize the Systems Integrity Operator and Systems Integrity Technician positions within the FY 2014-2015 budget.

Date: _____

Kaye Scott, Finance Director

Date: _____

Scott Stevens, City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Reimbursement Resolution – Installment Financing of Fire Pumper

BACKGROUND: During the City of Goldsboro FY 2014-15 budget work session, Council discussed the replacement of a fire pumper. Council adopted the budget authorizing the allocation for the purchase of the fire pumper with installment financing.

DISCUSSION: The Fire Department has researched quotes and pricing for the fire pumper. The fire pumper can be purchased through the HGACBuy program, which serves as a municipal contracting agency, at a cost of \$514,913. Council authorized the City to use HGACBuy at its May 5, 2014 meeting.

The custom fire pumper will be manufactured by Pierce Manufacturing, Inc. and will be built and shipped in accordance with the specifications within nine (9) months. Pierce Manufacturing, Inc. offered a pre-payment discount of \$17,565.00 if the City pays \$450,000 within 30 days of contract execution. A 100% performance bond is paired with this discount. If the City elects the pre-payment option, the fire pumper would cost \$497,348. This would leave a balance of \$47,348 due at time of delivery.

Since the installment financing will not be finalized until January 2015, it is necessary that the attached reimbursement be adopted declaring our intent to use those funds for repayment to the City.

RECOMMENDATION: It is recommended that Council, by motion, adopt the attached resolution declaring the City Council’s intent to reimburse the City of Goldsboro from the proceeds of the installment financing for the fire pumper.

Date: _____
Kaye Scott, Finance Director

Date: _____
Scott Stevens, City Manager

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDSBORO, NORTH CAROLINA DECLARING ITS INTENTION TO REIMBURSE THE CITY OF GOLDSBORO, NORTH CAROLINA FROM THE PROCEEDS OF THE INSTALLMENT FINANCING FOR THE PURCHASE OF FIRE PUMPER

WHEREAS, the City of Goldsboro, North Carolina (the "Issuer") is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer will pay monies for the purchase of a fire pumper; and

WHEREAS, the City Council of the Issuer has determined that these monies, being advanced to that date hereof, are available only for a temporary period and it is necessary to reimburse the Issuer for the expenditures from the proceeds of the installment financing.

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

1. The City Council hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the installment financing for the expenditures with respect to the purchase of a fire pumper in the amount of \$498,000.
2. Each expenditure will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of expenditure), (b) a cost of issuance with respect to the purchase, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.
3. The maximum principal amount of the installment purchase is expected to be approximately \$498,000.
4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of funds to reimburse an expenditure, no later than 18 months after the later of the date on which the expenditure is paid or the project is placed in service or abandoned, but in no event more than three years after the date on which the expenditure is paid. The Issuer recognizes the exceptions are available for certain "preliminary expenditures", costs of issuance, certain de minimis amounts, expenditures by "small issuers", (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

This Resolution is effective upon its adoption this ____ day of _____, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Budget Amendment – Agency Allocations – FY 2014-15

BACKGROUND: During the FY 2014-15 budget process, WAGES and the Wayne County Historical Association requested funding from the City of Goldsboro. WAGES requested \$25,000 and the Wayne County Historical Association requested \$22,000.

DISCUSSION: The adopted FY 2014-15 budget funded agencies at the level previously allocated in the previous fiscal year. The Wayne County Historical Association was funded \$12,000 and WAGES was not funded. Council has decided to allocate to the Wayne County Historical Association an additional \$10,000 and WAGES \$20,000 for FY 2014-15. Since these funds were not included in the adopted budget, a budget ordinance is necessary.

RECOMMENDATION: Adopt the attached budget ordinance decreasing the Unassigned Fund Balance of the General Fund by the amount of \$10,000 for the Wayne County Historical Association and \$20,000 for the WAGES Nutrition Program for the Elderly.

Date: _____

Finance Director

Date: _____

City Manager

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2014-2015 FISCAL YEAR

WHEREAS, the FY 2014-15 adopted budget funded agencies at the level previously allocated; and

WHEREAS, City Council decided to allocate additional funding to the Wayne County Historical Association in the amount of \$10,000 and fund the WAGES Nutrition Program for the Elderly in the amount of \$20,000; and

WHEREAS, since the current fiscal year's budget does not contain sufficient monies to meet these obligations, the City of Goldsboro needs to appropriate \$30,000 from the General Fund..

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2014-2015 be amended by:

1. Decreasing the Unappropriated Fund Balance of the General Fund in the amount of \$30,000.
2. Increasing the line item entitled "Museum Donation" (11-7310-9947) in the Special Expense section of the General Fund in the amount of \$10,000.
3. Establishing the line item entitled "WAGES Donation" (11-7310-9933) in the Special Expense section of the General Fund in the amount of \$20,000.
4. This Ordinance shall be in full force and effect from and after the _____ day of _____ 2014.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Acceptance of Funds in Conjunction with the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

BACKGROUND: The Office of Justice Programs promotes collaboration by helping to develop and strengthen law enforcement. The City of Goldsboro applied for the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program on June 20, 2014. This grant will assist in covering the costs to purchase and equip a police cruiser.

DISCUSSION: The City was notified in August 2014 that the grant was approved and grant funds totaling \$48,891 were available. This grant requires that no matching funds be appropriated by the City of Goldsboro. To comply with the program guidelines, the City agrees to administer these funds and share equally these funds with the Wayne County Sheriff's Department.

The current cost to purchase and equip a police cruiser is \$27,555.25 and the City's share of the 2014 JAG funds is \$24,445.50. Since the JAG funds will not cover the costs to purchase and equip the police cruiser, it will be necessary to appropriate additional funds once the vehicle purchase price is finalized.

RECOMMENDATION: It is recommended that the attached resolution be adopted authorizing the Goldsboro Police Department to accept this grant.

Date: _____
Jeff Stewart, Police Chief

Date: _____
Scott Stevens, City Manager

RESOLUTION NO. 2014-

A RESOLUTION AUTHORIZING THE GOLDSBORO POLICE DEPARTMENT TO
ACCEPT FUNDS FOR THE 2014 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT

WHEREAS, the City of Goldsboro Police Department submitted an application to the Office of Justice to purchase a police cruiser; and

WHEREAS, funds totaling \$48,891 has been approved and the City of Goldsboro has no cash match; and

WHEREAS, to comply with the program guidelines, the City is required to share these funds with the Wayne County Sheriff Department; and

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

1. The Goldsboro Police Department is authorized to accept the funds from the Office of Justice for the 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$48,891.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2014.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: PARAMOUNT THEATRE – CONTRACT CHANGES

BACKGROUND: The Paramount Theatre was destroyed by a tragic fire on February 19, 2005. Since that time, the City of Goldsboro has worked to reconstruct this facility making it a successful performing arts venue for the community. The Paramount re-opened to the public in 2008 and is a growing Performing Arts Center bringing economic growth to the City.

DISCUSSION: The Paramount Theatre staff continuously monitors services provided to renters and periodically reviews the need for modifications to theatre policies. Staff has researched contracts and policies through a variety of venues and discussed potential changes and implantation with the City Attorney. Staff is presenting updated Reservation Request Forms, Reservation Agreements, Supplemental Guide, & Box Office Agreement to include Box Office Waiver for Council's approval.

RECOMMENDATION: It is recommended that the attached Reservation Request Forms, Reservation Agreements, Supplemental Guide, & Box Office Agreement to include Box Office Waiver be adopted as official documents for the Paramount Theatre.

Date: _____

Sherry Archibald, Paramount Director

Date: _____

Scott Stevens, City Manager

Paramount Theatre Contract Additions/Revisions

Work in process. Last update 8/14/14

Reservation Request (shorter form, requested when event is 6months+ in advance)

- First time renter verbiage added
- Reservation & Deposit instructions added (Section III on proposed Reservation Request)
- Deposit reflects increase that is non-refundable/non-transferrable for non-established renters.
- Added City logo
- Added rules & regulations (previously only on agreement)
- Changed statement above signature
- Added Cancellation policy (Z under Rules/Rags)

Reservation Agreement (Required by all renters. Completed within 6 mo. of event)

- First time renter verbiage added (top of first page on proposed agreement)
- Added City logo
- Moved description of event to ticket page (attached to box office agreement/waiver)
- Clarified minimum call-time for technicians for one-day events -a minimum of 4 hours prior to the event start time (bottom of page 1 of proposed agreement. See *)
- Added verbiage multimedia technician may be required (bottom page 1 of proposed. See **)
- Added Dance floor to Amenities (proposed agreement, page 2)
- Removed FREE Set-In time (Incorporated with Rehearsal. Proposed agreement, page 3)
- Added Movie Showings - \$175 (includes use of the projector) + Tech hours (see page 3 of proposed agreement)
- Added Photo-shoots - \$60/hour rental including tech time. (page 3 of proposed agreement)
- Added Wedding "Package" – A rate including rehearsal date, and include charge for an additional Building Attendant - \$800 + Tech Hours (see page 3 of proposed agreement)
- Clarified Rate different between Social Event; Lobby Only - \$175 and Full Theatre- \$300 – consistent with workshop/presentation fee (page 3)
- Increased rehearsal charge and dark day charge for weekend to be in line with other theatres. (proposed agreement, page 3)
- Added option for additional building attendant (proposed agreement, page 3, see **)
- Added fee for additional synopsis/educational event in same day
- Added right to require additional Building Attendant (page 3)
- Switched Fees & Services and Rules/Regulations order.
- Added "Are you a citizen of the City of Goldsboro?" to signature page.

Supplemental Guide (Information for Renter in preparation of rental)

- Added new mission statement to supplemental guide. (page 1)
- Added City logo
- Added multimedia information
- Edited "Showing Films" verbiage
- Added Stage Plot (dimensions will be added)
- Added Seating Charts

Updates to Rules/Regulations (attached to both Reservation Request & Agreement forms)

- Restrictions on first time renters – Changed deposit for non-established renters to \$300.00 non-refundable, non-transferrable. Established renters still require the \$125 deposit. Still nonrefundable & non transferrable (see D. c)
- Listed inclement weather event cancellation policy (see E.)
- WIFI access listed in contract (see Y)
- Added that RENTER is responsible for the collection and remittance of applicable sales, use or privilege tax on any goods/services sold directly to consumer in association with this event, including but not limited to merchandise, approved concessions and admission tickets not sold by the Paramount Theatre Box Office Service. (See O.)
- Added handicap/wheelchair parking/seating verbiage (see U. b and W.d)
- Added event cancellation policy (See Z)

Separate Document

- Created new Box Office Service Waiver –required when not using our box office service so we are not held responsible for any taxes in that event.

Box Office Agreement:

- Added verbiage for W-9 & E-Verify Affidavit
- Added multiple ticket venues for sales (ACME/ZPAC, Wayne County Museum, and other Downtown Festival Events (Under venues Page 1)
- Added information on reporting admission sales tax (page 1, J)
- Clarified exchange policy (page 1, K)
- Added maximum Ticket Sale Fee -10% of gross ticket sales up to \$2.50/ticket. So larger fundraiser events with high ticket prices like ex. Dancing Stars Wayne County will be encouraged to use our system. (Page 2, A)
- Clarified cancellation refund policy (page 2, 1, b)
- Added online convenience fee (page 2. 4)
- Added Admissions Tax info- 4 questions to verify eligibility for exemptions (Top of page 3)
- Removed Social Security/Federal Tax ID# and address information on the Box Office agreement (we do not need this information on the box office agreement since we get it on the W-9)
- Removed option for renter to run the box office the night of events (sales tax reporting issue)
- Added option to receive daily Email Reports of ticket sales (bottom page 3)
- Added option for ushers to use ticket scanners (bottom page 3)
- Added option to receive patron data (name, email & mailing addresses) once the event has completed (bottom page 3)
- Added event information sheet. Attached to box office agreement. Or box office waiver.



139 South Center Street, Goldsboro, NC 27530
Post Office Drawer A, Goldsboro, NC 27533

Telephone: (919) 583-8432
www.GoldsboroParamount.com
sarchibald@goldsboronc.gov

PARAMOUNT THEATRE RESERVATION REQUEST

Date _____

NOTE: This Reservation Request is subject to all Rules/Regulations and Fees as described in the full Paramount Theatre Reservation Agreement. The separate Paramount Theatre Reservation Agreement must be completed in full with scheduling requests and signed by the Renter at least one (1) month prior to the first date of the Renter's access to the theatre to complete the rental. Rentals being scheduled less than six months in advance should use the Paramount Theatre Reservation Agreement in place of this form.

Is this your first time applying to rent the Paramount Theatre? ☐ Yes ☐ No
(If yes, please read our Rules/Regulations in full and schedule a meeting with the Theatre Director prior to completing this agreement)

I. Contact Information

Organization/Individual: _____
Physical Address: _____
Primary Contact: _____
Email Address: _____
Website: _____
Phone Numbers – Business or Home: _____ Cell: _____
Mailing Address: _____
Secondary Contact: _____ Phone Number: _____

II. Event Information

Event/Name/Title: _____
Genre: ☐ Comedy ☐ Music ☐ Dance ☐ Theater ☐ Private Event ☐ Other
Proposed Date(s)/Time(s): _____
Proposed Rehearsal Dates: _____

III. Reservation and Deposit

1. Rental dates should be scheduled at least three weeks in advance.
2. Established renters are defined as renters with re-occurring uses and a good standing history of payment.
3. For established renters, the Paramount Theatre requires a \$125.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
4. For non-established renters the Paramount Theatre requires a \$300.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
5. For non-established renters, a full estimated rental balance is due 10 business days prior to the first rental date. Upon completion of the rental, the renter shall be billed any additional fees accumulated during the rental period or refunded any excess fees paid from the estimate.

Date Deposit Paid: _____ Payment Method: _____

By signing below and providing a non-refundable deposit, I/we understand the dates above are subject to approval.

Individual or Representative: _____

Organization (if applicable): _____

Paramount Theatre Director: _____ Date: _____

IV. Rules/Regulations

- A. The Paramount Theatre will extend a priority to established renters; however, rental dates will normally be assigned on a first come first serve basis. Established renters are defined as renters with re-occurring uses and a good standing history of payment.
- B. All areas must be kept clean and free of clutter.
- C. User shall not advertise any performance or the appearance of any performer prior to the signing and approval of this contract. Advertising is the Renter's responsibility. Please see Advertising Contacts in the Renter Supplement Guide for what is included with your rental and a brief list of local advertising options.
- D. Reservations and Payment
 - a. Rental dates should be scheduled at least three weeks in advance.
 - b. For established renters, the Paramount Theatre requires a \$125.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
 - c. For non-established renters the Paramount Theatre requires a \$300.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
 - d. For non-established renters, a full estimated rental balance is due 10 business days prior to the first rental date. Upon completion of the rental, the renter shall be billed any additional fees accumulated during the rental period or refunded any excess fees paid from the estimate.
- E. The Paramount Theatre is committed to the safety and security of its staff, renters, and patrons. As such, the decision to cancel events or close facilities is based on the overall concern for the safety and security of the all parties. In general, the Paramount's practice is to remain open and to conduct business as usual during periods of inclement weather. Should inclement weather conditions arise or be anticipated that would make it unsafe to continue the operations of the theatre, City of Goldsboro management may elect to close the facility. In the event of a cancellation, the Paramount will notify Renter of the cancellation in an appropriate and timely manner and make an active effort to reschedule the event with the renter. If an event cannot be rescheduled, the Renter will be refunded any non-labor related rental fees paid for cancelled rental dates excluding the \$125.00 non-refundable rental deposit.
- F. The Renter's property should be removed upon completion of the event.
- G. Storage of production props, equipment, etc. will only be permitted during the period of the event, rehearsals and during dark days. The Paramount Theatre and/or its staff will not be held responsible for stored items and/or damages of any kind to stored items.
- H. No smoking is permitted in The Paramount Theatre.
- I. Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to any part of the building without explicit staff consent.
- J. The use of Gaffer tape on the stage floor is permitted. No other tape is permitted on the stage or any other part of the building.
- K. Eating and/or drinking will be permitted in the lobby and backstage areas only. Refreshments can be served and consumed in the lobby, but cannot be taken into the auditorium. Care should be taken in planning refreshments; avoid foods that can be spilled easily and/or require special receptacles or clean-up.
- L. It is the responsibility of the renter to ensure that all children are chaperoned.
- M. Animals are not permitted on the premises of The Paramount Theatre with the exception of service animals as defined by ADA or with explicit staff consent if they are an essential part of an event.
- N. Renter is responsible for obtaining, at Renter's expense, all necessary licenses and/or royalties for the event, prior to the date of the event.
- O. Renter is responsible for the collection and remittance of applicable sales, use or privilege tax on any goods/services sold directly to consumer in association with the event, including but not limited to merchandise, approved concessions, and admissions tickets not sold by the Paramount Theatre Box Office Service.
- P. In order to sell/provide alcohol at an event, Renter must obtain liquor liability insurance coverage and also obtain the necessary permits from the North Carolina Alcoholic Beverage Control Commission. A copy of the permit(s) and proof of liquor liability coverage must be provided to The Paramount Theatre at least two (2) weeks prior to the event. Please see the Renter Supplement Guide for more details.
- Q. The Paramount Theatre reserves the right to require liability insurance. Renter is fully responsible for any damages caused by any person associated with the event under Renter's supervision. If the damage is not covered by liability insurance, or Renter does not have liability coverage, Renter will be held responsible for the damages. The additional charges will be included in the final invoice for payment.
- R. Renter shall indemnify and save harmless The Paramount Theatre Foundation and The City of Goldsboro from and against any and all claims, costs, expenses, and/or liability for damages to person or property arising from or relating to the use or occupancy of The Paramount Theatre by Renter during the rental period or permitted to be done by the Renter in or about the Theatre, or otherwise resulting from any breach or default in the performance of Renter's obligations under this agreement, including attorney's fees and court costs.

- S. The use of pyrotechnics and/or open flame is not allowed in The Paramount Theatre.
- T. Firewatch is required anytime smoke, fog, or similar effects are being used at the Paramount Theatre. Firewatch is required for the safety of renters and patrons. The building is swept periodically in case of fire or smoke when the fire alarm system in the theatre needs to be disabled. During rehearsals or private events, the Paramount Theatre may provide an additional staff member dedicated to Firewatch for a cost of \$10.00 per hour. However, during public events or performances, an off-duty firefighter employed by the City of Goldsboro is required to perform Firewatch. The estimated cost of an off-duty firefighter is \$25.00 per hour. To request an off-duty firefighter, please call the City of Goldsboro Fire Department at (919) 580-4262.
- U. Seating:
 - a. Row U in the Theatre auditorium is roped off for the safety of renters and patrons. This Row will not be sold or used by the Renter unless the seats are needed for a sell-out show. During events when Row U is used, an usher must stand or sit at each end of the row for the entirety of the event to assist in seating.
 - b. Six wheelchair accessible seating areas are available in the auditorium. These areas are located on the third and last rows of the first floor and the sixth row of the balcony.
- V. Renter is required to provide a minimum of two (2) ushers for all public events and four (4) ushers for events requiring the use of Row U in the auditorium. Ushers must be at least seventeen (17) years of age.
- W. Available Parking:
 - a. On-street parking is available for patrons & renters. Center Street and Chestnut Street are the most convenient.
 - b. The parking lot adjacent to the Paramount Theatre loading door belonging to StageStruck, is not the property of the Paramount Theatre. It is available for patrons and renters unless signage indicates that it is in use by StageStruck.
 - c. The concrete slab approaching the loading door on the side of the theatre is available to Renter prior to, during and after a performance. Whenever possible, avoid blocking the entrance to StageStruck's parking lot from the concrete slab.
 - d. Marked handicap parking spots are currently unavailable; however, Paramount staff makes every effort to place handicap signage and traffic cones in front of the theatre during events to allow patrons to drop off directly in front of the entrance to the theatre. Staff is unable to place signage or cones if the parking spots in front of the theatre are already occupied.
- X. Local, as stated in The Paramount Theatre's Fees & Services, is defined as within the City of Goldsboro and within the County of Wayne, North Carolina.
- Y. WIFI is available for patrons; however, you may not connect wireless access devices, switches, routers, or hubs to the City of Goldsboro's network. Use of the City of Goldsboro's WIFI network is entirely at the user's risk. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to the City of Goldsboro's Guest WIFI network. The City of Goldsboro assumes no responsibility for users' hardware, software, or data. The City of Goldsboro assumes no responsibility for users' actions or conduct while utilizing the Guest WIFI network. For details on how to connect to the Guest WIFI network, contact a Paramount Theatre staff member.
- Z. In the event of a cancellation, please notify the Paramount Theatre in writing as early as possible. Failure to provide a cancellation notification **10 working days** before the event may result in a charge for technician fees at a minimum of four hours per technician assigned to your event. Reminder: Your deposit is not refundable or transferrable.



139 South Center Street, Goldsboro, NC 27530
Post Office Drawer A, Goldsboro, NC 27533



Telephone: (919) 583-8432
www.GoldsboroParamount.com
sarchibald@goldsboronc.gov

PARAMOUNT THEATRE RESERVATION AGREEMENT

Is this your first time applying to rent the Paramount Theatre? ☐ Yes ☐ No
(If yes, please read Item VII. Rules/Regulations in full and schedule a meeting with the Theatre Director prior to completing this agreement)

Date: _____

I. Contact Information

Organization/Individual: _____

Physical Address: _____

Primary Contact: _____

Email Address: _____

Website: _____

Phone Numbers – Business or Home: _____ Cell: _____

Mailing Address: _____

Secondary Contact: _____ Phone Number: _____

II. Event Information

Event/Name/Title: _____

Genre: ☐ Comedy ☐ Music ☐ Dance ☐ Theater ☐ Private Event ☐ Other

Proposed Date(s)/Time(s): _____

Please provide a description any special effects being used in your event; i.e. strobe light, gun shots, smoke, haze, dry ice, etc.
Please attach an additional page if needed:

III. Event Schedule

Technicians* Needed: ☐ Sound (S) ☐ Lights (L) ☐ Fly (F) ☐ Multimedia** (M) ☐ Firewatch*** (FIRE)

1. Set-In/Load-In – (“Start Time” is **FIRST** access to the theatre)

Date: _____ Start Time: _____ End Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE

Please describe what you will be doing: _____

(i.e.: Assembling set pieces, rehearsing, unloading equipment, etc. Set construction and painting, other than minimal touch ups, is not permitted on the stage)

* Only technicians employed and paid by The City of Goldsboro are permitted to use Paramount Theatre equipment. For one-day rentals, technicians must arrive a minimum of 4 (four) hours prior to the scheduled event start time. At least 2 (two) weeks prior to your event, please provide the Theatre Director with a script/schedule/agenda/rider and/or other document(s) showing light/sound cues and other tech requirements.

** A Multimedia Technician is required when setting up computer presentations or when complex multimedia is used. Depending on the Renter’s needs, a multimedia technician may only be needed for the initial setup or may be required for all rehearsals and events.

*** Firewatch is required when smoke or similar special effects are being used and/or the theatre’s fire alarm has to be deactivated. See VII. Rules/Regulations, Item T.

2. Rehearsal(s) – Please list your proposed rehearsal Date(s) and Tech Schedule:

Date: _____ Start Time: _____ End Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ End Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ End Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ End Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE

3. Public Performance(s)/Lecture(s) – Please list the Date(s), Start Time (first access to the theatre), and Curtain Time:

Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE

4. School Performance(s) – Please list the Date(s), Start Time (first access to the theatre), and Curtain Time:

Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE
Date: _____ Start Time: _____ Curtain Time: _____ Techs: ☐ S ☐ L ☐ F ☐ M ☐ FIRE

IV. Ticketing Information

Will this event be ticketed: ☐ Yes ☐ No

If yes, will you be using the Paramount Box Office Service?

- ☐ Yes - Please complete the separate Paramount Theatre Box Office Agreement.
☐ No - Please complete the separate Ticket Sales Waiver Form.

V. Additional Information/Amenities

Concessions: Do you plan to sell concessions/merchandise? ☐ Yes ☐ No

If yes, what type? _____

Food/drink is only allowed in the lobby and actor's annex. Food/drink is not allowed in the auditorium or on stage. If alcohol is sold or provided, liquor liability insurance is required. See VII. Rules/Regulations, Item P.

Do you have liability insurance? ☐ Yes ☐ No

Insurance is not mandatory, but the Paramount Theatre reserves the right to require it. See VII. Rules/Regulations, Items Q and R

Grand Piano Needed (\$120.00): ☐ Yes ☐ No

Grand Piano is a K. Kawai Baby Grand. The piano may be tuned at request of Renter with two weeks advance notice. One tuning is included with rental of Piano. Renter will be charged \$120.00 for each additional tuning.

Yamaha Clavinova (Digital Keyboard) Needed (\$15.00): ☐ Yes ☐ No

Orchestra Pit space needed (\$50.00): ☐ Yes ☐ No

The Paramount Theatre does not have a dedicated orchestra pit. The first two rows of seating (up to 27) seats can be removed for Orchestra Pit space. The grand piano cannot be moved to Orchestra Pit.

Projector Needed (\$25.00): ☐ Yes ☐ No

Chandelier Needed (\$25.00): ☐ Yes ☐ No

Podium Needed (\$15.00): ☐ Yes ☐ No

Dance Floor Needed (\$25.00): ☐ Yes ☐ No

Dance floor must be set up by Paramount Theatre technicians. Renter will be charged for technicians' hours for setting the dance floor in addition to the \$25 amenity fee.

Alcove Stage Extensions Needed: ☐ Yes ☐ No

Event Management: Stage Manager: _____

House Manager: _____

Director: _____

Number of ushers you will provide (See VII. Rules/Regulations, Item T): _____

VI. Fees & Services

All fees are subject to change without notification

Type of Rental

Local Fee

Non-Local Fee

For the definition of Local vs. Non-Local, see VII Rules/Regulations, Item T

Performances/Events:

Covers 5 Hour Block and includes one (1) building attendant

First Public Event in a day	\$500.00	\$650.00
Additional Public Event in same day	\$300.00	\$375.00
First Educational Synopsis in a day	\$250.00	\$300.00
Additional Educational Synopsis in same day	\$125.00	\$150.00
Film Showing* (Includes Use of Projector)	\$175.00	\$225.00
Private Social Event (Lobby Only)	\$175.00	\$225.00
Private Social Event (Full Theatre)	\$300.00	\$375.00
Workshop/Presentation	\$300.00	\$375.00

Set-In/Rehearsals:

Covers 5 Hour Block and includes one (1) building attendant

Weekday (Mon, Tues, Wed, Thurs) Rehearsal/Set-In	\$175.00	\$225.00
Weekend** (Fri, Sat, Sun) Rehearsal/Set-In	\$250.00	\$300.00

<u>Additional Hours</u> to 5 Hour Blocks listed above	\$40.00/Hour	\$40.00/Hour
---	--------------	--------------

Photography Session

Includes one (1) technician to assist with lighting

\$60.00/Hour	\$60.00/Hour
--------------	--------------

Dark Day: (Stage occupied but not in use)

Weekday (Mon, Tues, Wed, Thurs) Dark Day	\$75.00	\$100.00
Weekend (Fri, Sat, Sun) Dark Day	\$125.00	\$150.00

Weddings/Wedding Receptions Package

(Covers 5 Hour Block and includes two (2) Building Attendants)

Wedding Package (Covers Wedding Date and Rehearsal Date)	\$800.00	\$950.00
Wedding Reception Lobby Only	\$250.00	\$300.00
Wedding Reception Full Theatre	\$400.00	\$500.00

*Renter must pay any license and/or royalty fees associated with film showings. Any film showing at the Paramount Theatre is considered a public showing, even if the event is closed to the public. The Paramount Theatre staff can help acquire these rights.

**The Set-In/Rehearsal Fee for Weekends may be subject to the Weekday rate if the rental occurs after an existing Weekend event. This fee is subject to approval by the Paramount Theatre Director.

Labor Fees:

Technicians (Light/Sound/Multimedia/Fly)	\$15.00/Hour per Technician
Firewatch (Rehearsals/Private Event)	\$10.00/Hour
Firewatch (Public Event)*	Estimated at \$25.00/Hour
Additional Building Attendant**	\$10.00/Hour

*Firewatch for a Public Event must be scheduled directly through the City of Goldsboro Fire Department by the Renter. The Paramount Theatre is not responsible for scheduling Firewatch for Public Events. See VII. Rules/Regulations, Item T.

**The Paramount Theatre reserves the right to require additional building attendants for events.

VII. Rules/Regulations

- A. The Paramount Theatre will extend a priority to established renters; however, rental dates will normally be assigned on a first come first serve basis. Established renters are defined as renters with re-occurring uses and a good standing history of payment.
- B. All areas must be kept clean and free of clutter.
- C. User shall not advertise any performance or the appearance of any performer prior to the signing and approval of this contract. Advertising is the Renter's responsibility. Please see Advertising Contacts in the Renter Supplement Guide for what is included with your rental and a brief list of local advertising options.
- D. Reservations and Payment
 - a. Rental dates should be scheduled at least three weeks in advance.
 - b. For established renters, the Paramount Theatre requires a \$125.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
 - c. For non-established renters the Paramount Theatre requires a \$300.00 non-refundable, non-transferable rental deposit to reserve a rental date. This deposit is used to offset Renter's final invoice.
 - d. For non-established renters, a full estimated rental balance is due 10 business days prior to the first rental date. Upon completion of the rental, the renter shall be billed any additional fees accumulated during the rental period or refunded any excess fees paid from the estimate.
- E. The Paramount Theatre is committed to the safety and security of its staff, renters, and patrons. As such, the decision to cancel events or close facilities is based on the overall concern for the safety and security of the all parties. In general, the Paramount's practice is to remain open and to conduct business as usual during periods of inclement weather. Should inclement weather conditions arise or be anticipated that would make it unsafe to continue the operations of the theatre, City of Goldsboro management may elect to close the facility. In the event of a cancellation, the Paramount will notify Renter of the cancellation in an appropriate and timely manner and make an active effort to reschedule the event with the renter. If an event cannot be rescheduled, the Renter will be refunded any non-labor related rental fees paid for cancelled rental dates excluding the \$125.00 non-refundable rental deposit.
- F. The Renter's property should be removed upon completion of the event.
- G. Storage of production props, equipment, etc. will only be permitted during the period of the event, rehearsals and during dark days. The Paramount Theatre and/or its staff will not be held responsible for stored items and/or damages of any kind to stored items.
- H. No smoking is permitted in The Paramount Theatre.
- I. Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to any part of the building without explicit staff consent.
- J. The use of Gaffer tape on the stage floor is permitted. No other tape is permitted on the stage or any other part of the building.
- K. Eating and/or drinking will be permitted in the lobby and backstage areas only. Refreshments can be served and consumed in the lobby, but cannot be taken into the auditorium. Care should be taken in planning refreshments; avoid foods that can be spilled easily and/or require special receptacles or clean-up.
- L. It is the responsibility of the renter to ensure that all children are chaperoned.
- M. Animals are not permitted on the premises of The Paramount Theatre with the exception of service animals as defined by ADA or with explicit staff consent if they are an essential part of an event.
- N. Renter is responsible for obtaining, at Renter's expense, all necessary licenses and/or royalties for the event, prior to the date of the event.
- O. Renter is responsible for the collection and remittance of applicable sales, use or privilege tax on any goods/services sold directly to consumer in association with the event, including but not limited to merchandise, approved concessions, and admissions tickets not sold by the Paramount Theatre Box Office Service.
- P. In order to sell/provide alcohol at an event, Renter must obtain liquor liability insurance coverage and also obtain the necessary permits from the North Carolina Alcoholic Beverage Control Commission. A copy of the permit(s) and proof of liquor liability coverage must be provided to The Paramount Theatre at least two (2) weeks prior to the event. Please see the Renter Supplement Guide for more details.
- Q. The Paramount Theatre reserves the right to require liability insurance. Renter is fully responsible for any damages caused by any person associated with the event under Renter's supervision. If the damage is not covered by liability insurance, or Renter does not have liability coverage, Renter will be held responsible for the damages. The additional charges will be included in the final invoice for payment.
- R. Renter shall indemnify and save harmless The Paramount Theatre Foundation and The City of Goldsboro from and against any and all claims, costs, expenses, and/or liability for damages to person or property arising from or relating to the use or occupancy of The Paramount Theatre by Renter during the rental period or permitted to be done by the Renter in or about the Theatre, or otherwise resulting from any breach or default in the performance of Renter's obligations under this agreement, including attorney's fees and court costs.

- S. The use of pyrotechnics and/or open flame is not allowed in The Paramount Theatre.
- T. Firewatch is required anytime smoke, fog, or similar effects are being used at the Paramount Theatre. Firewatch is required for the safety of renters and patrons. The building is swept periodically in case of fire or smoke when the fire alarm system in the theatre needs to be disabled. During rehearsals or private events, the Paramount Theatre may provide an additional staff member dedicated to Firewatch for a cost of \$10.00 per hour. However, during public events or performances, an off-duty firefighter employed by the City of Goldsboro is required to perform Firewatch. The estimated cost of an off-duty firefighter is \$25.00 per hour. To request an off-duty firefighter, please call the City of Goldsboro Fire Department at (919) 580-4262.
- U. Seating:
- Row U in the Theatre auditorium is roped off for the safety of renters and patrons. This Row will not be sold or used by the Renter unless the seats are needed for a sell-out show. During events when Row U is used, an usher must stand or sit at each end of the row for the entirety of the event to assist in seating.
 - Six wheelchair accessible seating areas are available in the auditorium. These areas are located on the third and last rows of the first floor and the sixth row of the balcony.
- V. Renter is required to provide a minimum of two (2) ushers for all public events and four (4) ushers for events requiring the use of Row U in the auditorium. Ushers must be at least seventeen (17) years of age.
- W. Available Parking:
- On-street parking is available for patrons & renters. Center Street and Chestnut Street are the most convenient.
 - The parking lot adjacent to the Paramount Theatre loading door belonging to StageStruck, is not the property of the Paramount Theatre. It is available for patrons and renters unless signage indicates that it is in use by StageStruck.
 - The concrete slab approaching the loading door on the side of the theatre is available to Renter prior to, during and after a performance. Whenever possible, avoid blocking the entrance to StageStruck's parking lot from the concrete slab.
 - Marked handicap parking spots are currently unavailable; however, Paramount staff makes every effort to place handicap signage and traffic cones in front of the theatre during events to allow patrons to drop off directly in front of the entrance to the theatre. Staff is unable to place signage or cones if the parking spots in front of the theatre are already occupied.
- X. Local, as stated in The Paramount Theatre's Fees & Services, is defined as within the City of Goldsboro and within the County of Wayne, North Carolina.
- Y. WIFI is available for patrons; however, you may not connect wireless access devices, switches, routers, or hubs to the City of Goldsboro's network. Use of the City of Goldsboro's WIFI network is entirely at the user's risk. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to the City of Goldsboro's Guest WIFI network. The City of Goldsboro assumes no responsibility for users' hardware, software, or data. The City of Goldsboro assumes no responsibility for users' actions or conduct while utilizing the Guest WIFI network. For details on how to connect to the Guest WIFI network, contact a Paramount Theatre staff member.
- Z. In the event of a cancellation, please notify the Paramount Theatre in writing as early as possible. Failure to provide a cancelation notification **10 working days** before the event may result in a charge for technician fees at a minimum of four hours per technician assigned to your event. Reminder: Your deposit is not refundable or transferrable.

Signature of the Paramount Theatre Rental Agreement includes acceptance of all policies herein.

Individual or Representative: _____

Are you a City of Goldsboro resident? ☐ Yes ☐ No

Organization (if applicable): _____

Paramount Theatre Director: _____ Date: _____

Form Pending Approval **Approval**



RENTER SUPPLEMENTAL GUIDE



MISSION STATEMENT

The mission of the Paramount Theatre is to nurture the community's love for the performing arts and improve their quality of life by presenting high-caliber and diverse talent on a local and professional level. We educate and entertain while serving as a destination and landmark to the community's history.

Paramount Theatre Values:
We Believe-

We are a vital part of Goldsboro's history.
We provide exceptional customer service.
We present quality entertainment.
We are professional, fair & hospitable.
We partner with the community to serve the citizens of Goldsboro.

FIREWATCH INSTRUCTIONS

Firewatch is required anytime smoke, fog, or similar effects are being used at the Paramount Theatre. Firewatch is required for the safety of renters and patrons. The building is swept periodically in case of fire or smoke when the fire alarm system in the theatre needs to be disabled. During rehearsals or private events, the Paramount Theatre may provide an additional staff member dedicated to Firewatch for a cost of \$10.00 per hour. However, during public events or performances, an off-duty firefighter employed by the City of Goldsboro is required to perform Firewatch. The estimated cost of an off-duty firefighter is \$25.00 per hour. To request an off-duty firefighter, please call the City of Goldsboro Fire Department at (919) 580-4262.

If you are unsure if you need Firewatch for your event, please speak to a Paramount Theatre representative immediately.

SELLING/SERVING ALCOHOLIC BEVERAGES

In order to sell or give out alcohol during a performance/event, a renter must first obtain the necessary permit(s) from the North Carolina Alcoholic Beverage Control Commission and must also obtain Liquor Liability Coverage.

More detailed information on permits may be found at www.ncabc.com/permits or by calling (919) 779-0700. The estimated cost of a one time permit is \$50.00.

There are many providers of Liquor Liability Coverage and prices vary. We suggest that you check with your own insurance provider(s) to see if they provide Liquor Liability Coverage

SHOWING FILMS

The Paramount has a professional projector and screen available for a variety of uses. Of course, one common question is "Can I watch a movie in the Paramount?"

What many people don't know is that showing of a movie outside the privacy of your own home is considered a public performance. This means that even if you don't charge admission or if it's a small group of people, you are still required to acquire a license to show a movie in a public location such as the Paramount.

The majority of movie viewing rights are provided by Swank Motion Pictures, Inc. (www.swank.com), Criterion Pictures USA (www.criterionpicusa.com), and Park Circus (www.parkcircus.com). If you intend to show a movie to a private or public group, please let the Paramount staff know as soon as possible so we can help provide rates and information. At this time, no films distributed by Warner Brothers can be shown at the Paramount.

MULTIMEDIA/AUDIO/VISUAL NEEDS

If you have multimedia, computer, or other audio visual needs for your production, please contact a Paramount Theatre staff member prior to your event. We can help set up many different needs such as digital backdrops, slideshows, playing video clips, and much more, but multimedia needs usually cannot be done while technicians are also setting lights and sound for an event.

Preferred File Types*:

Image Files: .jpg, .jpeg, or .png

Video Files: .mp4, or .mov

Video Discs: DVD or Blu-ray

*We may be able to open other file types, but please check with our staff at least 24 hours prior to your event.

PowerPoint: When using PowerPoint presentations, be sure that your slide transitions have already been completed.

Please provide all files on a thumb drive or on a CD. Paramount Theatre equipment cannot be used to download files from the internet.

Inputs available for our projector:

Your equipment must have one of the following outputs to display on our projector.

VGA – Inputs located on stage right or in the tech booth

HDMI – Inputs located in the tech booth

BASIC ADVERTISING CONTACTS

So now that you've rented the Paramount Theatre, how do you get the word out about your event? The Paramount only provides a few basic methods of advertising with your rental (see below), so be sure to keep in mind that general advertising is the responsibility of the renter and not the Paramount. Below you will find some basic contacts for many different advertising methods commonly used by the Paramount and other renters like yourself. This is not a complete listing of advertising contacts, and the list is for informational purposes only. We hope this will help provide you with the information you need to spread the word about your event.

If you have a Goldsboro or Wayne County business that you would like listed as a contact for advertising on this form. Please contact the Paramount Theatre in reference to the Paramount Theatre Supplemental Guide.

It is the renter's responsibility to provide us with up-to-date and accurate information on events.

INCLUDED IN YOUR RENTAL

Email press-release sent to a large distribution list
Basic listing on the Paramount website (www.GoldsboroParamount.com) on the upcoming events page.
Wayne-Goldsboro Television (WGTV) Interview (if time allows)

SUGGESTED ADS FOR THE THEATRE (FREE TO DISPLAY)

(Renter must provide graphics and printed materials)
Posters: Sizes must be 11"x17" and 24"x36" to properly display. Please provide two of each size above and digital copy of the poster (JPG, PNG, or PDF 300 DPI or higher)
Lobby Television Display: 1426x902 Pixels (JPG, PNG, or PDF 300 DPI or higher)
Facebook Event on Paramount Facebook page per request
(Must have detailed show and ticket information before posting the event)

PRINT ADVERTISING

Goldsboro News-Argus

Also includes Wright Times (Seymour Johnson Air Force Base)/Mount Olive Messenger

Telephone for Advertisements: (919) 778-2211

Contact Becky Barclay for Event Articles – (919) 778-7837

Combined Advertising in the Goldsboro News-Argus is also available for established renters of the Paramount Theatre. Please contact the Theatre Service Coordinator for details on how you can save money by jumping into existing Paramount ads.

Down Home Magazine*

Contact Cindi Pate
(919) 222-5235

Our State Magazine*

Contact Amy Wood
(336) 286-0600

The Buzz Around Wayne County*

Contact Dan Wroblewski
(919) 273-0488

Princeton News Leader

(919) 936-9891

Mount Olive Tribune

(919) 658-9456

Wayne-Wilson News Leader

(919) 242-6301

SAVED News

A Z Hubbard
(919) 648-4800

RADIO ADVERTISING

Curtis Media Group*
(WGBR Talk Radio/WFMC Gospel/
Q97.7 Contemporary)
Contact – (919) 736-1150

Go Mix Christian Radio
WAGO 88.7/WZGO 91.1
Contact Ashley Lovett – (252) 747-8887

Beasley Broadcasting
WNCT 107.9 FM/WSFL 106.5 FM/WIKS 101.9
Contact Bruce Simel – (252) 633-1500

Next Media
BOB 93.3/WRNS 95.1/The Touch 92.3/Rock 105.5
Contact Rob House – (919) 252-5413

TELEVISION ADVERTISING

WITN*
Greenville/Eastern North Carolina
Contact Brad Durrett – (252) 916-7504

BILLBOARD ADVERTISING

Fairway Outdoor Advertising
Contact Lisa Rondina – (919) 755-1900

Lamar
Contact Jesse Bissette – (800) 207-2816

LOCAL PRINTING (POSTERS/PROGRAMS/FLYERS/ETC.)

AccuCopy*
Contact Kevin Coakley – (919) 751-2400
305 North Spence Avenue, Goldsboro

Goldsboro Record Printing
(919) 778-5166
2801 Royall Avenue, Goldsboro

Ditto Dog
(919) 739-7800
310 North Berkeley Boulevard, Goldsboro

Kornegay Printing
(919) 734-9262
2309 Norwood Avenue, Goldsboro

Print It/Engrave It
Contact Wes Boyd – (919) 736-0447
1503-G Wayne Memorial Drive, Goldsboro

* The businesses marked with (*) are Paramount Performing Arts Series sponsors; otherwise the Paramount Theatre Foundation and the City of Goldsboro do not endorse or profit from any businesses listed in this document.

THE PARAMOUNT THEATRE

GOLDSBORO, NORTH CAROLINA

YEAR BUILT: 1882 YEAR RECONSTRUCTED: 2008

Theatre Location: 139 S. Center St. Goldsboro NC 27530

Management Company: City of Goldsboro, P.O. Drawer A, Goldsboro, NC 27533

Main Administrative Phone: 919-583-8432

Main Administrative Fax: 919-580-4209

Box Office Phone: 919-583-8432

Website: www.goldsboroparamount.com

City of Goldsboro - Gen. Gov: 919-580-4330

Seating Capacity:

Orchestra 347

Balcony 148

Wheelchair: 4 Orch., 2 Balcony

Total 501

Theatre Staff:

Theatre Director: Sherry Archibald

Email: sarchibald@goldsboronc.gov

Theatre Service Coordinator: Vincent Bridgers

Email: vbridgers@goldsboronc.gov

Permanent Installations:

Orchestra Shell

Electric Raceways

Cyclorama

Drapery: 10 Legs/5Borders/House Curtain/Black Scrim/Plastic Cyclorama/Full Stage Black

House Curtain

Opens Horizontally or Vertically (via fly system)

No Orchestra Pit: Option: 27 removable chairs front orchestra seats to make pit area. House floor is 3' below stage

Stage Manager Podium

Located on Stage Right

Stage Measurements:

28' wide at stage opening / 54' including wing space/36' deep

*Height of Proscenium – 20'

*Batten Length – 36'2"

*Batten max height – 48'2" (Floor to ceiling)

*Length curtain legs- 23'9"

Loading Dock

Loading door

8'0" high x 12'0" wide

Dock is at street level

Lobby can not be a work area

Trailers can not store on-site

Dressing Rooms

2 chorus, seat 12 each

Men's bathroom w/ shower

Women's bathroom

Greenroom w/sink and refrigerator

Stage Manager closet w/sink

THE PARAMOUNT THEATRE

GOLDSBORO, NORTH CAROLINA

YEAR BUILT: 1882 YEAR RECONSTRUCTED: 2008

SOUND

Vocal Microphones

- (8) Shure Beta 87 (Cordless)
- (8) Shure Lavaliers w/body packs
- (4) Shure Beta 58A corded mics
- (3) Electro-Voice RE20 Cardioid mics

Instrumental Microphones

- (5) Shur SM57 mics
- (3) Sennheiser MD421-II mics

Console

Midas Venice 328
Operable from Booth or House position

Speakers

Left/Center/Right
JBL PD Series
Under Stage Dual 18" Subwoofer x 2
(6) JBL Wedge Monitors

Amplification/Processing

Crown Amplifiers
Ashly 4.24 Graphic Eq for Monitor Mix
Yamaha SPX Multi Effect Processor
REV100 Digital Reverberator

Intercom

ClearCom

Assisted Listening

Telex RF System

Misc

Dressing room page system
48 Permanent Mic Lines on stage

Road Console Connectivity at Booth or Balcony House
Left position

Dual Deck CD Player

LIGHTS

Basic McCandless Plot six area system, however stage can be set up for up to nine lighting areas.

Light intensity may go from a total blackout to 100%
Washes: White, Blue, Green, Red, Amber

Lighting Instruments

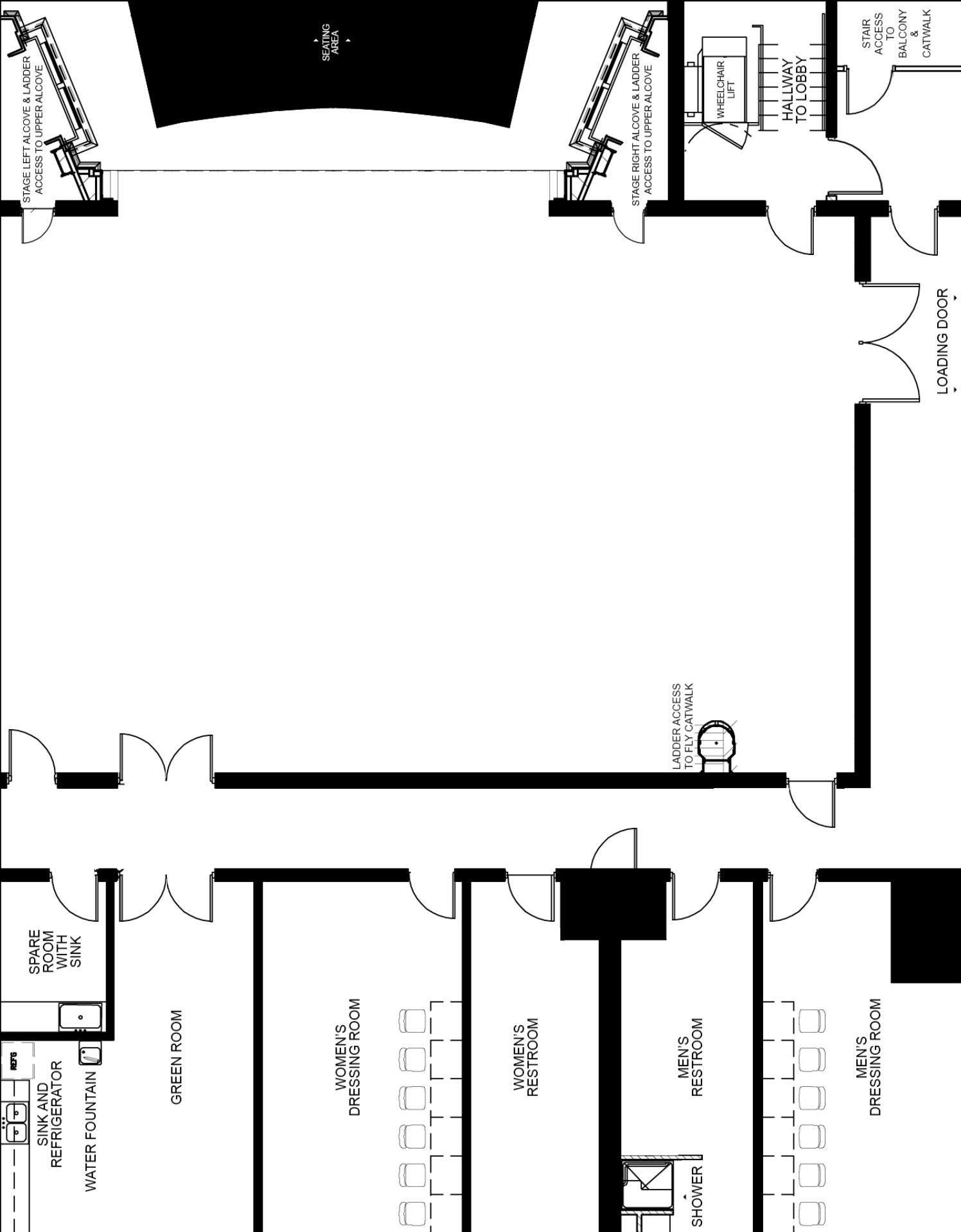
40 - ETC Source Four 50°, 575w
29 - ETC Source Four 36°, 575w
32 - ETC Source Four PARnel, 575w
16 - Chauvet Colorado1 Tritour LED
5 - 3 cell Altman Sky Cyc 1000w
2 - ETC Source Four 5°, rigged with City Theatrical Followspot Yolk, Drop-in Iris, and separate dimmer control, 750w
Chauvet Vue 3 LED Light for effects on the Cyclorama
6 - 10" scoop lights for set-in and warm stage lighting
Martin Atomic 3000 strobe light

Lighting Accessories

16 - 3" Color Extender, 6.25" for Source Four
8 - 5" Color Extenders, 6.25" for Source Four
16 - B size Template Holder for Source Four
8 - 4-way, 7.5" Barndoor for PARnel
8 - 50lb. boom base
8 - 16' pipe TBE
20 - 12" sidearm w/ sliding Tee
8 - 25lb. sandbag saddle style
8 - Boom Tie-off cap
2 - Gobo Rotators

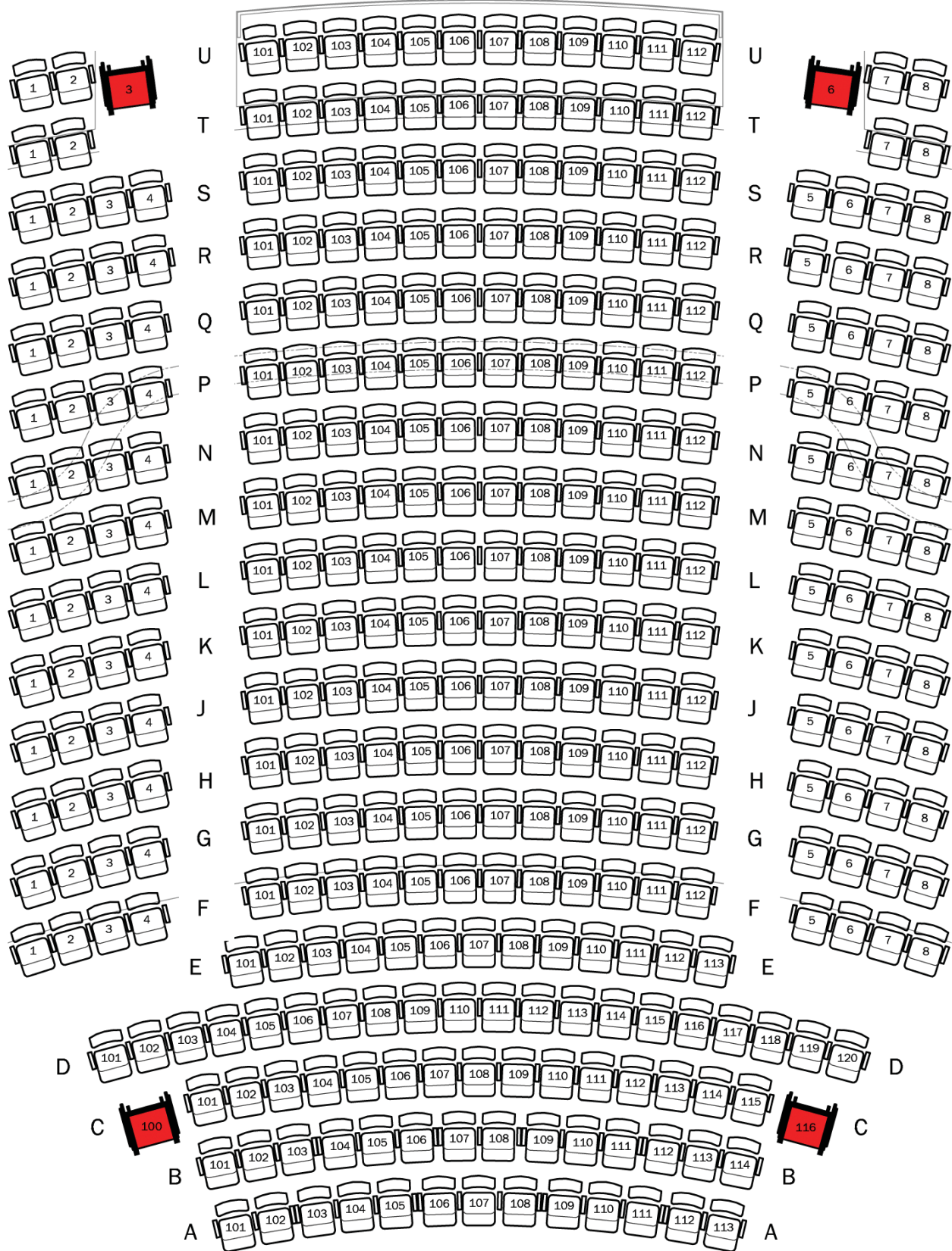
Control

1 - ETC Express 250 Console with 2 Universes of DMX
1 - ETC Radio Remote Focus Unit
1 - ETC Video Node
2 - Video Monitors
2 - ETC Portable 2 port Node



PARAMOUNT THEATRE SEATING CHART - FLOOR/MEZZANINE

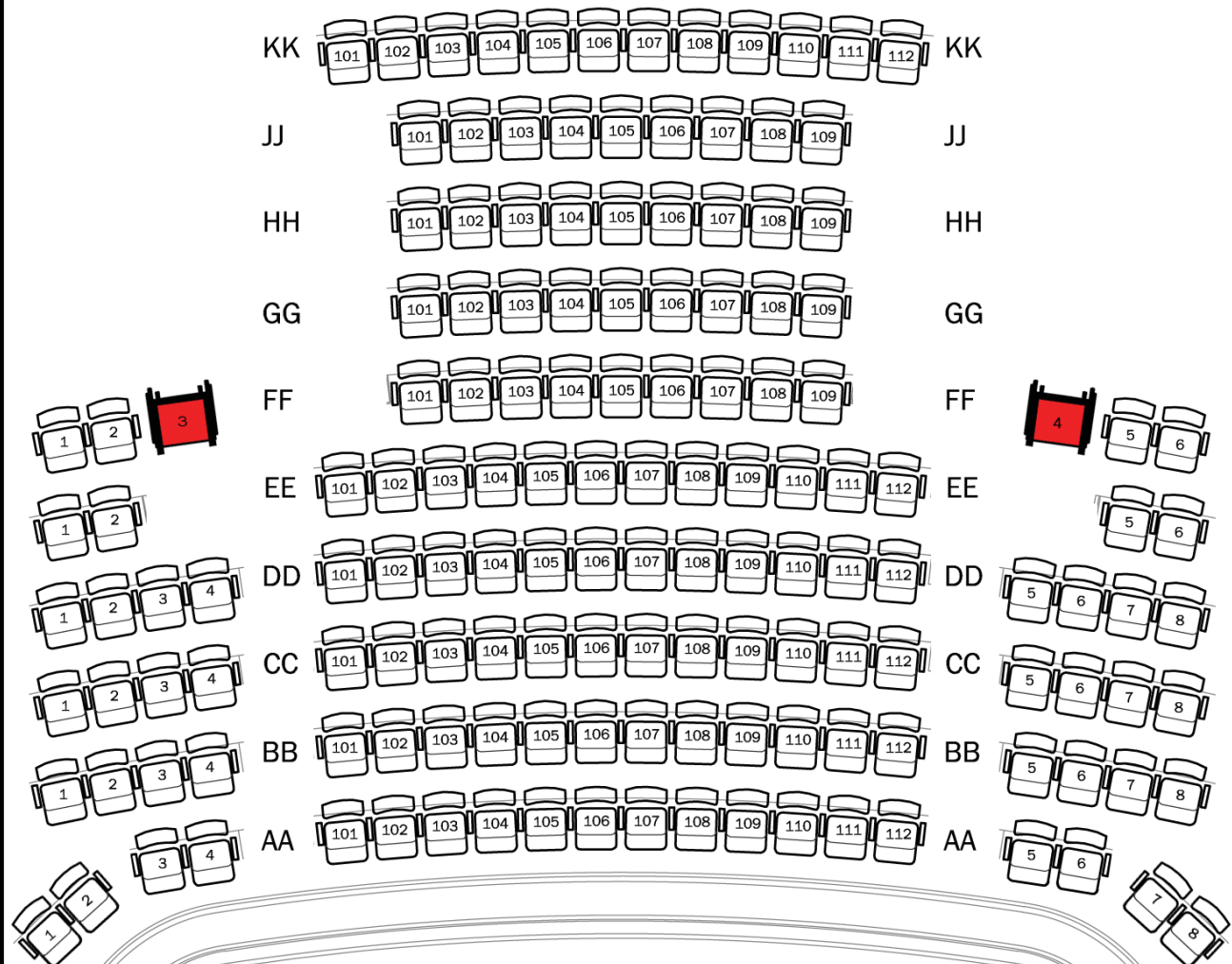
 - WHEELCHAIR ACCESSIBLE SEATING



STAGE

PARAMOUNT THEATRE SEATING CHART - BALCONY

 - WHEELCHAIR ACCESSIBLE SEATING



THE PARAMOUNT THEATRE

139 South Center Street

Downtown Goldsboro, NC

www.GoldsboroParamount.com

Box Office: (919) 583-8432

STAGE



139 South Center Street, Goldsboro, NC 27530
Post Office Drawer A, Goldsboro, NC 27533



Telephone: (919) 583-8432
www.GoldsboroParamount.com
sarchibald@goldsboronc.gov

PARAMOUNT THEATRE BOX OFFICE WAIVER

(THIS WAIVER MUST BE COMPLETED IF THE EVENT IS NOT USING THE PARAMOUNT BOX OFFICE SERVICE)

Effective January 1, 2014, the gross receipts derived from an admission charge to an entertainment activity are subject to sales and use tax in accordance with N.C. Gen. Stat. §105-164.4(a)(10). These sales are subject to 6.75% tax which includes the 4.75% general State tax and applicable local and transit rates of sales and use tax. An admission charge includes a charge for a single ticket, a multioccasion ticket, a seasonal pass, an annual pass, and a cover charge.

“Entertainment activities” include:

- A live performance or other live event of any kind.
- A motion picture or film.
- A museum, a cultural site, a garden, an exhibit, a show, or a similar attraction or guided tour at any of these attractions.

The below named individual/organization (herein referred to as “RENTER/RETAILER”) has contracted to lease space at THE PARAMOUNT THEATRE, located at 139 South Center Street, Goldsboro, NC 27530 (hereinafter referred to as “THE PARAMOUNT THEATRE”), to hold a ticketed event on the date indicated:

RENTER/RETAILER: _____

Date(s) of Event: _____

By signing this waiver, the RENTER/RETAILER declines any Box Office and Ticketing Services provided by THE PARAMOUNT THEATRE and assumes full responsibility for selling tickets to this event. The RENTER/RETAILER has been informed of the N.C. sales and use tax requirements on event admission tickets and fully understands that THE PARAMOUNT THEATRE shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the RENTER/RETAILER. The RENTER/RETAILER shall be responsible for all taxes due to local, State, or Federal agencies as a result of ticket sales for this event.

SIGNATURE: _____

RENTER/RETAILER Designated Representative

DATE: _____

Information to provide to patrons

Ticket Price(s): _____

Where can tickets be purchased? Contact Name and/or Business Name: _____

Address: _____

Telephone Number: _____

Length of Event: _____ Will an intermission be held? ☐ Yes: Length: _____ ☐ No

What ages is the event appropriate for? _____ Will refreshments be served? ☐ Yes: Type: _____ ☐ No

Website (if available): _____

Facebook Page (if available): _____

Please note that the Paramount cannot access or share information on personal Facebook pages. In order to share pages or statuses, the Facebook account must be a Business, Organization, or Artist Page with “Likes,” not “Friends.”

Twitter (if available): _____

Event Description (Please attach or provide below an approximately 50-400 word synopsis/description of the event): _____

Who can be contacted for more detailed information on the event?

Name: _____ Contact Telephone Number: _____



139 South Center Street, Goldsboro, NC 27530
Post Office Drawer A, Goldsboro, NC 27533



Telephone: (919) 583-8432
www.GoldsboroParamount.com
sarchibald@goldsboronc.gov

PARAMOUNT THEATRE BOX OFFICE SERVICE AGREEMENT (OPTIONAL SERVICE)

NOTE: Signature of the Paramount Theatre Box Office Service Agreement includes acceptance of all policies herein. All rates are subject to change, and nothing is considered final until a completed and signed Rental Agreement, Box Office Service Agreement, and non-refundable rental deposit are received by the Paramount Theatre. First time users of the Paramount Box Office Service must also provide a completed IRS Form W-9 and E-Verify Affidavit Form.

Venues

1. The Paramount Theatre Box Office is available to sell tickets under this agreement for the following venues:
 - A. Paramount Theatre - 139 South Center Street, Goldsboro, NC 27530
 - B. ACME Theatre / Zwierling Performing Arts Center (ZPAC) - 111 South Center Street, Goldsboro, NC 27530
 - C. Wayne County Museum - 116 North William Street, Goldsboro, NC 27530
 - D. Select other Downtown Goldsboro events/venues (contact Paramount Theatre staff for details)

Basic Box Office Services

1. The Paramount Theatre, henceforth doing business as the PT Box Office will:
 - A. Be open to the public during the published business hours of Monday-Friday, 9am-12pm and 1pm-5pm for the purpose of promoting and selling tickets offered through the PT Box Office. The Box Office will be closed on City of Goldsboro holidays, except by special arrangement. The Box Office is located on the first floor of the theatre at 139 S. Center Street, Goldsboro, NC 27530.
 - B. Maintain a 24-hour message system.
 - C. Return messages regarding tickets by the close of the next business day.
 - D. Process ticket orders within 24 hours excluding ticket orders received before the indicated start date of sales.
 - E. Maintain an up-to-date listing of ticket purchasers for event and seat assignments for reserved seating events.
 - F. Accept VISA/MasterCard/Discover/American Express credit/debit cards by phone, online and walk-in purchases (see 'Box Office Fees' below). Online ticket purchasing will be available 24/7 through ETIX, and will be accessible through The Paramount Theatre's website; www.GoldsboroParamount.com.
 - G. Begin tickets sales within two (2) business days of receiving this agreement or on the date specified in this agreement.
 - H. Provide Renter with payment via check and an itemized statement reflecting tickets sold and fees retained within 5-10 business days after the date of the last ticketed event. Payment cannot be issued without a completed and signed Box Office Agreement and IRS Form W-9 and E-Verify Affidavit Form on file.
 - I. Hold tickets processed by phone at will-call, where they will be available during published business hours or an hour prior to the start time of the event. Tickets may also be mailed directly to the ticket purchaser by request for an additional \$1.00 mailing fee. This fee will be charged directly to the ticket purchaser.
 - J. Collect and report all necessary taxes on admission prices. All admission charges in Wayne County are subject to a 6.75% sales tax as of January 1, 2014. The PT Box Office rolls tax into the overall ticket price, i.e. a \$16.00 admission price results in a \$14.99 ticket plus \$1.01 sales tax. Please contact the PT Box Office staff for full details on sales tax.
 - K. It is the policy of the PT Box Office that all ticket sales are final and no refunds are given unless an event is cancelled. Advanced exchanges for a different performance of the same event are allowed. Exchanges will not be allowed after the original ticket date has passed.

PT Box Office Ticket Fees

1. The PT Box Office will retain the following fees from ticket sales:
 - A. Ticket Sale Fee: 10% of gross sales on all tickets sold through the PT Box Office up to \$2.50 per ticket.
 - B. Set-up Fee: There will be a one time \$50.00 set up fee for the event. This fee is in addition to the Ticket Sale Fee. One set-up fee will be charged per run-of-show or run-of-season, regardless of the number of individual events included as long as all events are set-up for sale at the same time (i.e. a Friday/Saturday/Sunday event or a set season of shows).
 - C. Complimentary Ticket Fee: \$0.25 will be charged for each complimentary ticket that is printed through the PT Box office.
2. Ticket prices, including special discounts, will be set by the Renter. Additional discounts or other changes may be added after each event has been set-up for ticket sale if a revised Box Office Service Agreement is completed.
3. Ticket fees will be deducted from the gross ticket sales made by the PT Box Office. Ticket fees must be paid in advance when over 25 Complimentary Tickets are printed before there are sufficient funds made by ticket sales to cover ticket fees.
4. Online Convenience Fees: ETIX charges a convenience fee for any online ticket sales. This fee is paid by the ticket purchaser and is collected directly by ETIX, not by the PT Box Office or the renter. This fee equals the following:
 - A. Tickets priced \$25.00 and under: 10.2% of ticket price + \$1.00/ticket.
 - B. Tickets priced above \$25.00: 3.2% of ticket price + \$2.75/ticket.

PT Box Office at the Event

1. For events held at the Paramount Theatre venue, the PT Box Office will provide staff for the Box Office at each event, and the Renter must agree to the following:
 - A. The Box Office will be staffed by one PT Box Office Manager at a cost of \$25.00 per performance. PT Box Office staff will be available approximately one hour prior to and a one half hour after curtain time (i.e. Box Office will be open from 6:00pm to 7:30pm for a 7:00pm event). Additional hours may be requested by the Renter at a rate of \$25.00 per hour.
 - B. It is suggested that the Renter provide one additional Box Office staff to assist in distributing tickets held at will call.
2. For events not held at the Paramount Theatre venue, the PT Box Office will not provide staff for the Box Office at each event, and the Renter must provide their own Box Office staff.
 - A. The Paramount Box Office system will not be available at other venues to accept credit and debit cards.
 - B. Renter must provide their own cash and/or equipment to accept credit and debit cards at other venues.
 - C. Renter is responsible for the collection and remittance of applicable sales, use or privilege tax on all admissions tickets not sold directly by the PT Box Office.

Renter Responsibilities to Paramount Theatre Box Office

1. The Renter agrees to:
 - A. Provide the PT Box Office with accurate ticketing and event information at least one month prior to the scheduled event; this includes the use of complimentary tickets and held tickets.
 - B. If an event is cancelled, for any reason, the Renter will be responsible for paying any additional fees or charges associated with refunding ticket sales including, but not limited to the \$50.00 setup fee, 3.2% of all refunds issued by credit/debit card, and \$0.25 per ticket sold.

Policy for Seating: The Paramount Theatre Box Office strongly advises Renters to use reserved seating due to the handicap requirements of some patrons. However, at the Renter's request, the box office will sell general admission seating.

Admissions Tax: Effective January 1, 2014, N.C. Gen. Stat. § 105-164.4(a)(10) imposes an admissions tax on all events held at the Paramount Theatre with the exception of a very limited number of nonprofit events. The tax as of January 1, 2014 is 6.75% (4.75% State Tax and 2% County Tax). Prices for tickets sold through the PT Box Office should reflect taxes included (*i.e. a \$15 total price = \$14.05 ticket price + \$0.95 admissions tax*). The PT Box Office assumes responsibility for collecting and reporting admissions tax for all tickets sold through the PT Box Office that are subject to this admissions tax. If the PT Box Office service is not used or additional tickets are sold by Renter, Renter is responsible for collecting and reporting all taxes. Please answer the following questions in order to determine if the event is exempt from the admissions tax. An event must answer “Yes” on all four of these questions to be exempt from the admissions tax.

Is your event sponsored solely by a nonprofit entity that is exempt from tax under Article 4 of Chapter 105 (i.e. a 501(c)3 nonprofit organization)? ☐ Yes ☐ No

If yes, will the entire proceeds of the activity be used exclusively for the entity's nonprofit purposes? ☐ Yes ☐ No

If yes, does the entity declare dividends, receive profits, or pay salary or other compensation to any members or individuals? ☐ Yes ☐ No

If yes, is the entity, in any way, compensating any person for participating in the event, performing in the event, placing in the event, or producing the event? ☐ Yes ☐ No

Renter signature below indicates that Renter has read and agrees to the above policies. Tickets cannot go on sale without a fully completed form.

Name of Organization or Individual:				
Is the Organization above a Minority Owned Company? ☐ Yes ☐ No ☐ N/A (Individual)				
Title of Event:				
Venue of Event (if other than Paramount Theatre):				
Event Dates/Times:				
Date to begin ticket sales:				
Ticket Text: This is what is printed on the event ticket. 5-7 lines must be used. Each line can contain 25 characters INCLUDING SPACES). Please include the Event Title, Presenting Organization, Event Date, Time, and Location.				
Line 1				
Line 2				
Line 3				
Line 4				
Line 5				
Line 6				
Line 7				
Ticket Types: (i.e. Adult, Children 12 & Under, Seniors 65+)				
Ticket Price: (Including Tax)				
Choose Seating Type: ☐ Reserved Seating ☐ General Admission	Choose auditorium door admission method for ushers: ☐ Ushers will tear ticket stubs ☐ Ushers will use ticket scanners (a staff member will show the Renter's ushers how to use the scanners)			
Would you like to receive a daily email report of ticket sales? ☐ Yes, provide email address below ☐ No Please note that these reports are for information purposes only and may not reflect real-time data. You will receive one email per day, per performance.				
Would you like to receive your patron data after the event? ☐ Yes, provide email address below ☐ No Names, mailing addresses, and email addresses that were collected for your event during ticket sales will be provided in a Microsoft Excel spreadsheet.				
Email Address:				
Print Name:			Date:	
Signature:				

Additional information for the Box Office

Length of Event: _____

Will an intermission be held?

☐ Yes: Length: _____ ☐ No

What ages is the event appropriate for? _____

Will refreshments be served?

☐ Yes: Type: _____ ☐ No

Website (if available): _____

Facebook Page (if available): _____

Please note that the Paramount cannot access or share information on personal Facebook pages. In order to share pages or statuses, the Facebook account must be a Business, Organization, or Artist Page with “Likes,” not “Friends.”

Twitter (if available): _____

Event Description (Please attach or provide below an approximately 50-400 word synopsis/description of the event): _____

Who can be contacted for more detailed information on the event?

Name: _____ Contact Telephone Number: _____

Theatre	City	Seats	Contact Info	Perf Fee	Rehearsal	Techs	Add. Fees Details
Boykin	Wilson	600	Barry Page	\$900.prof/\$500. non prof	\$900.prof/\$500. non prof	\$15.-\$20.	
Clayton Center	Clayton http://www.theclaytoncenter.com/	607	Scotty (Director) Steven Langston Ops Mgr 919.553.3152	\$500. (4 hr)	\$500. (4 hr)		WeddingAuditorium Ceremony Package: \$900 Additional Fees for Reception/\$100. custodial
Cole	Hamlet http://www.richmondcc.edu/cole-auditorium/planning-events/	978	Keana Taylor Cole Auditorium staff (910) 410-1691				
CoMMA	Morganton http://www.commaonline.org/	1048	Bill Wilson (Director) 828-438-5294x4	\$750.00M-F \$1,000Fri-Sun \$200 Overtime Printed Copy of Fees	\$750.00M-F \$1,000Fri-Sun \$200 Overtime Printed Copy of Fees	\$12-\$20 hour	Box office staff \$20 hour.
Dunn Center	Rocky Mt http://www.ncwc.edu/arts/dunncenter/	1180	•The Technical Director, at (252) 985-5348 •The Dunn Center Director, at (252) 985-5248 •The Dunn Center Assistant Director, at (252) 985-5250	\$1,500.00		\$20. per hour	charge for each use of sound/light equip

DW Theatre	Ashville http://www.dwtheatre.com/	500	Managing Director, (828) 210-9835 Rae Geoffrey , Associate Director (828) 210-9837 Tiffany Santiago , Operations Manager (828) 210-9850	\$600/ \$400 second performance same day	\$400	\$17 first 8 hrs \$25.50 per hour thereafter	Building Mgr \$15 hour; House Mgr \$12 hour
Garner Auditorium	Garner http://www.garnerperformingartscenter.com/	471	Debbie Dunn (919) 661-4602	\$500. (4 hr)	\$500. (4 hr)	\$20 hour	Auditorium/Dressing Room Hold Day/\$300 Fri-Sun \$140 Mon-Thu/Rates differ on weekend
High Point Theatre	High Point http://www.highpointtheatre.com/AuditoriumRent.asp	965	Dave Briggs Administrative Office at 336-883-3401	\$900. per perf.nonpr/\$1,000. profit.	\$600. non- prof/\$650.prof		Charge \$135. 4/hr=Security Required
Paramount	Goldsboro	500		\$500. (5hrs)	\$125. (5hrs)	\$15.00	
Paramount	Burlington http://www.burlingtonnc.gov/index.aspx?NID=219	390	Dave Wright/ Theater: (336) 222- 5017	\$200/\$240. (4hr.wkday) \$600/\$440. (4hr wkend)	\$160. 4hr	\$15.00	strictly community theatre. No professional artist. Houses community theatre group
Turnage- CLOSED	Washington	n/a					CLOSED
LOCAL							
Goldsboro High	Goldsboro	1185	Ms Raiford	\$240. nonprof. 4 hrs/\$440.prof. 4 hrs	\$240. nonprof. 4 hrs/\$440.prof. 4 hrs	\$20. p/hr	\$20. p/hr securty required

Grainger Hill	Kinston	1131	Barbara Smith, Vice Pres. (252) 522-0591 info@ghpac.com	\$1000/\$100 additional performance	\$75		
Johnston Community Colleg	Smithfield http://www.johnstoncc.edu/performancearts/default.aspx	1011	Ken Mitchell	\$500-\$600 Fri-Sun. Addit Charges for each room/lobby	Add'l & Rehearsals \$100/hour	\$20 -\$25 hour	Rates Differ on weekends
Moffit	Goldsboro	399	Joy	\$400. non profit (4hr)	\$400. non profit (4hr)		\$100. for security required/Set up fee \$150.
Mt Olive Historic Hall	Mt Olive	405	Ken Eubanks				
Theatres operated by local municipalities:	Morganton, Clayton, Burlington, High Point, Garner						

CITY OF GOLDSBORO
AGENDA MEMORANDUM
August 18, 2014 COUNCIL MEETING

- SUBJECT:** Berkeley Boulevard Widening Project –Acquisition of Right-of-Way
- BACKGROUND:** The Berkeley Boulevard Widening Project proposes the construction of an additional southbound travel lane on the west side of the existing corridor. This new lane would run between Royall Avenue and South Drive, just north of New Hope Road.
- Parcels have been identified where easements for right-of-way, and temporary construction and permanent utility easements will be necessary. The City will be required to purchase these properties.
- Appraisals of the necessary portions were completed and were based on an analysis of market data and comparable land sales.
- DISCUSSION:** On March 18, 2013, Council adopted a Resolution to allow acquisition or condemnation of a portion of land at 1401 N. Berkeley Boulevard, A-H. The City had originally submitted an offer to purchase this right-of-way and easement in the amount of \$27,000. The \$27,000 was used as a deposit after the city initiated condemnation on this property.
- City staff has been in the process of negotiating with this owner and, subsequently, that owner has now agreed to accept an offer in the amount of \$70,000 which includes the initial deposit amount of \$27,000.
- RECOMMENDATION:** By motion:
1. Accept the negotiated purchase amount difference of \$43,000 for the property owned by Waldun Properties.
 2. Authorize the City Manager to sign any paperwork relevant to the property acquisition.
 3. Approve the attached budget ordinance decreasing the unassigned fund balance of the General Fund in the amount of \$43,000.

Date: _____
Assistant City Manager

Date: _____
City Manager

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2014-15 FISCAL YEAR

WHEREAS, the City of Goldsboro, in conjunction with NCDOT, has proposed the construction of an additional southbound travel lane on the west side of the existing Berkeley Boulevard corridor; and

WHEREAS, parcels have been identified where easements for right-of-way, and temporary construction and permanent utility easements will be necessary within the Project boundaries; and

WHEREAS, in order to move forward with the Project, City staff negotiated an purchase price of \$70,000 for the property located at 1401 N. Berkeley Boulevard, A-H; and

WHEREAS, additional funding is needed in the amount of \$43,000 for this purchase; and

WHEREAS, since the funds were not appropriated in the operating budget for FY 2014-15, the City of Goldsboro needs to appropriate \$43,000 from the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2014-15 be amended by:

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$43,000.
2. Increasing the line item entitled "Land Acquisition" (11-3151-1341) in the Planning and Redevelopment Department's budget of the General Fund in the amount of \$43,000.
3. This Ordinance shall be in full force and effect from and after the _____ day of _____ 2014.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 18, 2014 COUNCIL MEETING

SUBJECT: Goldsboro-Wayne Transportation Authority Fiscal Affairs Amendment

BACKGROUND: Resolution 1998-67 was adopted by City Council on October 5, 1998 to create the Goldsboro/Wayne Transportation Authority. Resolution 2011-59 was adopted October 3, 2011 to amend the established membership guidelines for the Goldsboro-Wayne Transportation Authority. On June 17, 2014, the Wayne County Board of Commissioners adopted a change to the fiscal affairs guidelines and asked that the City Council also approve the change.

DISCUSSION: The current fiscal affairs guidelines are as follows:

“The fiscal affairs of the Authority shall be conducted in accordance with N.C.G.S. 160-582, and the funds for the operation of said Authority shall be provided by approved budget appropriations in accordance with N.C.G.S. 160A-575. The appointment of funds not otherwise restricted shall be made by the Authority.”

The proposed change includes adding the following to the current fiscal affairs guidelines:

"The Authority shall have the responsibility to recommend changes in rates, fees, or charges for the transportation systems it manages. However, notwithstanding any other provisions of this Agreement, no change in any rates, fees, or charges can be made for the human services transportation system ("Rural" system) without the written approval of the Wayne County Board of Commissioners; and, no change in any rates, fees, or charges can be made for the fixed route transportation system ("Urban" system) without the written approval of the Goldsboro City Council."

RECOMMENDATION: It is recommended that Council adopt the attached Resolution amending the fiscal affairs guidelines of the Goldsboro-Wayne Transportation Authority.

Date

City Manager

RESOLUTION 2014-

RESOLUTION AMENDING THE FISCAL AFFAIRS GUIDELINES OF THE GOLDSBORO-WAYNE TRANSPORTATION AUTHORITY

WHEREAS, Resolution 1998-67 was adopted by City Council on October 5, 1998 to create the Goldsboro/Wayne Transportation Authority; and

WHEREAS, Resolution 2011-59 was adopted October 3, 2011 to amend the established membership guidelines for the Goldsboro-Wayne Transportation Authority; and

WHEREAS, GATEWAY operates two separate transportation systems under one management: a human services system (commonly referred to as the "Rural" system) and a fixed route system within the City (commonly referred to as the "Urban" system); and

WHEREAS, the City is responsible for funding all expenses associated with the fixed route system; and

WHEREAS, the proposed change would update Section 7: Fiscal Affairs of Resolution 1998-67;

NOW, THEREFORE BE IT RESOLVED that the Goldsboro City Council hereby authorizes the Mayor and City Clerk to execute an agreement amendment with Goldsboro-Wayne Transportation Authority:

1. Adopt the amendment adding the following statement to the Fiscal Affairs section of the Goldsboro-Wayne Transportation Authority agreement:

"The Authority shall have the responsibility to recommend changes in rates, fees, or charges for the transportation systems it manages. However, notwithstanding any other provisions of this Agreement, no change in any rates, fees, or charges can be made for the human services transportation system ("Rural" system) without the written approval of the Wayne County Board of Commissioners; and, no change in any rates, fees, or charges can be made for the fixed route transportation system ("Urban" system) without the written approval of the Goldsboro City Council."

2. This resolution shall be in full force and effect from and after this 18th day of August, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 1998 - 67

A Resolution to Create the
Goldsboro/Wayne Transportation Authority

WHEREAS, the City Council of the City of Goldsboro and the Board of Commissioners of Wayne County have determined that there is a need for public transportation in Goldsboro urbanized area and throughout Wayne County; and

WHEREAS, the elected governing boards of the City of Goldsboro and Wayne County, pursuant to N.C.G.S. 160A-575, *et. seq.*, desire to create a public transportation authority to meet the public transportation need in the area.

NOW THEREFORE, be it resolved by the City Council of Goldsboro and the Wayne County Board of Commissioners:

Section 1: Creation. That there is hereby created a body corporate and politic, hereinafter referred to as the Goldsboro/Wayne Transportation Authority.

Section 2: Membership. The Authority shall consist of seven (7) members who shall be appointed by the City Council of the City of Goldsboro and the Wayne County Board of Commissioners. Within sixty (60) days after adopting this resolution, the City Council of Goldsboro and the Board of Commissioners of Wayne County shall each appoint three (3) representatives to the Authority. On alternating years, the City Council of Goldsboro and the Board of Commissioners of Wayne County shall have one (1) additional appointment. The Wayne County Board of Commissioners shall be granted this appointment in the first year of creation of the Authority. The members of the Authority shall reside within the territorial jurisdiction of the Authority. The City Council of Goldsboro and the Board of Commissioners of Wayne County may elect to appoint themselves or any citizen as members of the Authority. Any increase or decrease in the Authority membership shall require the approval of the City Council of Goldsboro and the Board of Commissioners of Wayne County.

Members shall be appointed to one-year terms. In subsequent years after creation of the Authority, the City Council of Goldsboro and the Board of Commissioners of Wayne County may, to establish continuity of the Authority, elect to stagger the term of appointments by creating longer terms. Should the City Council of Goldsboro or the Board of Commissioners of Wayne County fail to appoint new representatives at the end of the term of an Authority member, the previously appointed member shall continue to serve until their successors are named and qualified. Members may be reappointed so long as no member serves more than six (6) consecutive years on the Authority.

Members of the Authority shall elect a chairman, vice-chairman, and secretary from the membership of the Authority. A majority of the members of the Authority shall constitute a quorum for the transaction of business and an affirmative vote of the majority of the members present at a meeting of the Authority shall be required to constitute action of the Authority.

Section 3: By-Laws. The members shall, for the purpose of doing business, constitute a Board of Directors which may develop suitable by-laws for its management. The by-laws shall be approved by the City Council of Goldsboro and the Board of Commissioners of Wayne County prior to use by the Authority. The members of the Board shall receive no compensation per diem but shall be allowed and paid their actual traveling expenses incurred in transaction of the business and at the incidence of the Authority.

Section 4: Powers. The Authority shall constitute a body, both corporate and politic, and shall have the following powers and authority:

- (1) to sue and be sued;
- (2) to have a seal;
- (3) to make rules and regulations, not inconsistent with this Article, for its organization and management, including the establishment of permanent and ad-hoc committees;

- (4) to employ persons deemed necessary to carry out the management functions and duties assigned to them by the Authority and to fix their compensation, within the limits of available funds;
- (5) with the approval of the chief administrative officer of the City of Goldsboro and County of Wayne, to use officers, employees, agents, and facilities for such purposes and upon such terms as mutually agreeable;
- (6) to retain counsel, auditors, engineers, and private consultants on an annual salary, contract basis, or otherwise for rendering professional or technical services and advice;
- (7) to acquire, maintain, and operate such lands, buildings, structures, facilities, and equipment as may be necessary or convenient for the operations of the Authority and for the operation of a public transportation system;
- (8) to make or enter into contracts, agreements, deeds, leases, conveyances or other instruments, including contracts and agreements with the United States and the State of North Carolina;
- (9) to surrender to the City Council of Goldsboro and the Board of Commissioners of Wayne County any property no longer required by the Authority;
- (10) to make plans, surveys, and studies of public transportation facilities within the territorial jurisdiction of the Authority and to prepare and make recommendations in regard thereto;
- (11) to enter into and perform contracts with public transportation companies with respect to the operation of public passenger transportation;
- (12) to issue certificates of public convenience and necessity and to grant franchises and enter into franchise agreements and in all respects to regulate the operation of buses engaged in public passenger transportation which originate and terminate within the territorial jurisdiction of the Authority as fully as the county is now or hereafter empowered to do within the territorial jurisdiction of the Authority;
- (13) to operate public transportation systems and to enter into and to perform contracts to operate public transportation services and facilities and to own or lease property, facilities, and equipment necessary or convenient therefore, and to rent, lease, or otherwise sell the right to do so to any person, public or private; further, to the extent authorized by resolution or ordinance of the City Council of Goldsboro and the Board of Commissioners of Wayne County to obtain grants, loans, and assistance from the United States, the State, any public body, or any private source whatsoever;
- (14) to enter into and perform contracts and agreements with other public transportation authorities pursuant to the provisions of N.C.G.S. 160A-460 through N.C.G.S. 160A-464 of Part 1 of Article 20 of Chapter 160A of the General Statutes; in addition, to enter into and perform contracts with other units of local government when specifically authorized by the governing bodies, pursuant to the provisions of N.C.G.S. 160A-464 of Part 1 of Article 20 of Chapter 160A of the General Statutes; and
- (15) to do all things necessary or convenient to carry out its purpose unless otherwise restricted in Section 5 and to exercise the powers granted to the Authority by the City Council of Goldsboro and the Board of Commissioners of Wayne County.

Section 5: Purpose. The purpose of the Authority shall be to provide for a safe, adequate, and convenient transportation system for the jurisdictional area creating this authority and for its immediate environs, through the granting of franchises, ownership and leasing of terminals, buses, and other transportation facilities and equipment and otherwise through the exercise of powers and duties conferred upon it.

Section 6: Territorial Jurisdiction. The Authority shall exercise jurisdiction over the area as permitted under N.C.G.S. 160A-581.

The Authority shall not extend service into a political subdivision without the consent of the government body of that political subdivision, except where a specific class of service is allowed by the North Carolina Statutes.

Applications from additional governing bodies (municipalities or counties) that desire to become a part of this Authority that have made satisfactory arrangements pursuant to N.C.G.S. 160A-464 must be approved by the City Council of Goldsboro and the Board of Commissioners of Wayne County.

Section 7: Fiscal Affairs. The fiscal affairs of the Authority shall be conducted in accordance with N.C.G.S. 160-582, and the funds for the operation of said Authority shall be provided by approved budget appropriations in accordance with N.C.G.S. 160A-575. The appointment of funds not otherwise restricted shall be made by the Authority.

Section 8: Appropriation of Funds. The establishment, creation, and operation of the Authority, as herein authorized and otherwise provide for by law, are governmental functions and constitute a public purpose, and the City Council of Goldsboro or the Board of Commissioners of Wayne County are hereby authorized to appropriate funds for the support, creation, and operation of the Authority:

The appropriation of funds by City Council of Goldsboro or the Board of Commissioners of Wayne County shall be based on an apportionment of expenses in accordance with a formula adopted by the Authority that takes into account the respective level of passenger transportation services provided to or on behalf of the City of Goldsboro and Wayne and the fully allocated costs incurred by the Authority in the provision of said services, notwithstanding any grants, loans, or other funds provided to the Authority to finance the operation of passenger transportation services.

Section 9: Control and Limitation. The Authority shall be controlled by N.C.G.S. 160A-575 *et. seq.*, insofar as the same is not inconsistent with the provisions of any other law, public or private, and the following provisions as set forth below:

- (1) The Authority shall have no power to pledge the credit of the City of Goldsboro or the County of Wayne or any subdivision thereof or to impose any obligation upon the City of Goldsboro or the County of Wayne except and when such powers are expressly granted by statute or by the consent of the City Council of Goldsboro or the Board of Commissioners of Wayne County.
- (2) The Authority shall have no power to levy an annual license tax pursuant to N.C.G.S. 105-561 unless specifically approved by both the City Council of Goldsboro and the Board of Commissioners of Wayne County.
- (3) The Authority shall on an annual basis, prepare and submit for approval to the City Council of Goldsboro and the Board of Commissioners of Wayne County, a budget detailing proposed expenditures and revenues of the Authority for the forthcoming fiscal year.
- (4) The Authority shall not have the power to issue certificates of public convenience and necessity or to grant franchises relative to the operation of taxicabs or other methods of public transportation, unless specifically authorized to do so under paragraph (12) of Section 4 of this Resolution.
- (4) Any existing certificates of public convenience and necessity or franchise granted by the City of Goldsboro or Wayne County for passenger public transportation shall continue in full force and remain unaffected by this Resolution.
- (5) Except as otherwise provided herein, nothing in this Resolution shall be construed to limit or otherwise affect the power or authority of the North Carolina Utilities Commission.
- (6) The Authority shall not have jurisdiction over public transportation subject to the jurisdiction of and regulated by the U.S. Department of Transportation, nor shall it have jurisdiction over intrastate public transportation classified as common carriers of passengers by the North Carolina Utilities Commission.

Section 10: Agents. The Authority is authorized to employ such agents, engineers, and attorneys, and other persons whose services may be deemed by the Authority to be necessary and useful in carrying out the provisions as herein set forth, all to be consistent with N.C.G.S. 160-579(4).

Section 11: Liability. Members of the Authority shall not be personally liable in any manner for their acts as members of the Authority, except for misfeasance or malfeasance.

Section 12: Department of Transportation. The Authority shall have the powers to deal with the United States and North Carolina Departments of Transportation and any and all agencies of the State of North Carolina and United States relative to the operation of passenger transportation services.

Section 13: Effective Date. This Resolution shall take effect upon and after the fulfillment of the statutory requirements, the appointment of members to the Authority by the City Council of Goldsboro or the Board of Commissioners of Wayne County. The powers herein granted to the Authority shall not be effective until such time as all members have been appointed by the City Council of Goldsboro or the Board of Commissioners of Wayne County.

Section 14. Annual Reports. The Authority shall make annual reports to the City Council of Goldsboro and the Board of Commissioners of Wayne County, setting forth in detail the operations and transactions conducted by it pursuant to this resolution.

Section 15: Termination of Participation. Either the City Council of Goldsboro and the Board of Commissioners of Wayne County shall have the authority to terminate the existence of its representatives and participation in the Authority at any time, provided a 90-day written notice is given to the Authority in order that the Authority shall be allowed to continue to meet its fiscal responsibilities. In the event that both the City Council of Goldsboro and the Board of Commissioners of Wayne County desire to terminate the existence of its representatives and participation in the Authority, all property and assets of the Authority shall automatically become the property of the participating local government for which the property was originally purchased. The City Council of Goldsboro and the Board of Commissioners of Wayne County shall succeed to all rights, obligations and liabilities of the Authority.

Section 16: Amendments. This resolution may be amended at any time by a favorable vote of the City Council of Goldsboro and the Board of Commissioners of Wayne County.

Section 17: Validity. If any part or parts of this Resolution shall be held unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining parts of this Resolution.

Section 18: Conflict. All resolutions, ordinances, and clauses of resolutions and ordinances of the City of Goldsboro or the County of Wayne, or any county, city or town which may hereafter participate in this Authority, that are in conflict with the provisions of this Resolution are hereby repealed, subject to the provisions of N.C.G.S. 160A-575.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its adoption this 5th day of October, 1998.

Approved as to Form Only:

Reviewed by:

W. Harrell Everett, Jr.

City Attorney

Richard M. Slazek
City Manager

RESOLUTION NO. 2011-59

RESOLUTION AMENDING THE MEMBERSHIP OF THE
GOLDSBORO/WAYNE TRANSPORTATION AUTHORITY

WHEREAS, Resolution No. 1998-67 which was adopted by City Council on October 5, 1998 established the membership guidelines for the Goldsboro/Wayne Transportation Authority; and

WHEREAS, on September 20, 2011, the Wayne County Commissioners adopted a change to the membership guidelines and asked that the City also approve the change; and

WHEREAS, the proposed change would allow the Goldsboro/Wayne Transportation Authority members to elect the 7th member of the Authority;

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

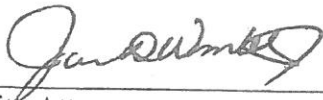
1. Adopt the following amendment to the membership guidelines of the Goldsboro/Wayne Transportation Authority:

"The Authority shall consist of seven (7) members who shall be appointed by the City Council of the City of Goldsboro and the Wayne County Board of Commissioners. Within 60 days of adopting this Resolution, the City Council of Goldsboro and the Board of Commissioners of Wayne County shall appoint three (3) representatives to the Authority. The members of the Authority shall elect the seventh member. The members of the Authority shall reside within the territorial jurisdiction of the Authority. The City Council of Goldsboro and the Board of Commissioners of Wayne County may elect to appoint themselves or any citizen as members of the Authority. Any increase or decrease in the Authority membership shall require the approval of the City Council of Goldsboro and the Board of Commissioners of Wayne County."

2. This Resolution shall be in full force and effect from and after this 3rd day of October, 2011.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

Finance Department
Monthly Report - July 2014

Prepared by: Kaye Scott, Finance Director



FY 2014-15

GENERAL FUND						UTILITY FUND					
		Actual	Adjusted Budget	Actual to Date	YTD %			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues		FY '13-14	FY '14-15	FY '14-15	Collected	Revenues		FY '13-14	FY '14-15	FY '14-15	Collected
Tax Revenues		\$ 207,430	\$ 15,612,068	\$ 61,015	0.39%	Charges for Services		\$ 1,310,225	\$ 15,386,565	\$ 1,118,497	7.27%
License & Permits		120,301	796,100	57,920	7.28%	Capital Returns		727	17,700	264	1.49%
Revenue Other Agencies		1,058,652	15,794,035	1,266,415	8.02%	Miscellaneous Revenues		-	146,000	-	0.00%
Charges for Services		381,093	4,581,660	358,291	7.82%	FB Withdrawal/PO Appropriation		\$ 2,956,428	\$ -	\$ -	0.00%
Capital Returns		12,080	56,700	586	1.03%	Total		\$ 1,310,952	\$ 18,506,693	\$ 1,118,761	6.05%
Miscellaneous Revenues		24,889	847,000	16,709	1.97%						
FB Withdrawal/PO Appropriation			1,735,052					Actual	Adjusted Budget	Actual to Date	YTD %
Total		\$ 1,804,446	\$ 39,422,615	\$ 1,760,936	4.47%	Departmental Expenditures		FY '13-14	FY '14-15	FY '14-15	Collected
						Distribution & Collections		\$ 213,246	\$ 3,357,195	\$ 160,265	4.77%
						Water Treatment Plant		490,633	5,435,776	419,773	7.72%
Departmental Expenditures		Actual	Adjusted Budget	Actual to Date	YTD %	Water Reclamation Plant		635,244	7,852,187	517,938	6.60%
		FY '13-14	FY '14-15	FY '14-15	Collected	UF - Capital		-	1,231,630	4,785	0.39%
Mayor/Council		\$ 31,382	\$ 488,513	\$ 43,419	8.89%	Compost Facility		69,173	629,906	42,526	6.75%
City Manager		59,882	1,651,603	77,551	4.70%	Total		\$ 1,408,296	\$ 18,506,693	\$ 1,145,287	6.19%
Human Resources Management		45,865	562,205	58,263	10.36%						
Community Affairs		16,717	224,812	16,819	7.48%						
Paramount Theater		35,930	377,368	33,458	8.87%						
Inspections		42,590	667,295	43,454	6.51%						
Downtown Development		13,343	293,203	23,047	7.86%						
Information Technology		57,550	1,011,596	94,857	9.38%	Revenues		Actual	Adjusted Budget	Actual to Date	YTD %
Public Works - Adm.		58,667	382,590	39,907	10.43%			FY '13-14	FY '14-15	FY '14-15	Collected
Garage		238,638	2,286,075	230,679	10.09%	Tax Revenues		\$ 214	\$ 69,675	\$ 346	0.50%
Garage Credits		(90,245)	(1,550,000)	(98,887)	6.38%	Capital Revenue		7	100	4	4.00%
Building & Traffic Maint.		49,133	457,599	52,431	11.46%	FB Withdrawal/PO Appropriation			77,196		
Cemetery		23,152	292,589	25,703	8.78%	Total		221	146,971	350	0.24%
Finance		67,522	1,226,315	103,517	8.44%						
Office Supplies Credits		(473)	(9,000)	(403)	4.48%			Actual	Adjusted Budget	Actual to Date	YTD %
Planning & Redevelopment		124,280	1,917,660	188,104	9.81%	Departmental Expenditures		FY '13-14	FY '14-15	FY '14-15	Spent
Postage Credits		(1,525)	(30,000)	(1,507)	5.02%	Downtown District		\$ 4,577	\$ 146,971	\$ 13,988	9.52%
Streets & Storms - General		133,760	1,546,238	298,970	19.34%	Total		\$ 4,577	\$ 146,971	\$ 13,988	9.52%
Streets & Storms - Utilities		93,903	637,700	97,287	15.26%						
Street Paving		-	575,000	0	0.00%						
Sanitation		230,085	4,177,352	224,484	5.37%			Actual	Adjusted Budget	Actual to Date	YTD %
Engineering		57,145	972,431	62,082	6.38%	Revenues		FY '13-14	FY '14-15	FY '14-15	Collected
Fire Department		499,252	6,082,645	474,150	7.80%	Occupancy Tax/Civic Center		\$ 29,692	\$ 275,000	\$ 27,001	9.82%
Police Department		675,075	8,914,994	782,184	8.77%	Occupancy Tax/Travel & Tourism		29,692	275,000	27,001	9.82%
Animal Control		6,008	61,619	4,853	7.88%	Capital Returns/Misc./Property Sale		\$ 175	\$ 600	\$ 665,018	0.00%
Special Expense Fees		308,426	2,999,703	256,222	8.54%	FB Withdrawal/PO Appropriation		\$ -	\$ 185,485	\$ -	
Parks & Recreation		263,554	2,294,723	211,860	9.23%	Total		\$ 59,559	\$ 736,085	\$ 719,019	97.68%
Golf Course		58,278	909,787	102,265	11.24%						
Total		\$ 3,097,894	\$ 39,422,615	\$ 3,444,769	8.74%			Actual	Adjusted Budget	Actual to Date	YTD %
						Departmental Expenditures		FY '13-14	FY '14-15	FY '14-15	Collected
						Civic Center		\$ 57,839	\$ 460,985	\$ 11,000	2.39%
						Travel & Tourism		35,122	275,100	30,767	11.18%
						Total		\$ 92,960	\$ 736,085	\$ 41,767	5.67%

DOWNTOWN DISTRICT FUND

OCCUPANCY TAX FUND

Community Affairs Department

Monthly Report – July 2014

Prepared By: *J. LaTerrie Ward*

- The Community Affairs Commission did not hold a meeting in July 2014 due to summer vacations. The next scheduled commission meeting is Tuesday, August 12, 2014 at 7:00 p.m.
- Plans are underway for the 4th Annual Diversity Day recognition and proclamation reading in September.
- Community Affairs received (22) complaints; (8) housing and (14) consumer. The alleged violations by citizens under the Minimum Housing Code were broken toilets, leaks, floors, bedbugs and electrical issues. Consumer concerns were unsightly lots/overgrown grass, flooded streets, city park, request for city department contacts, information regarding policy on individuals banned from the Goldsboro Housing Authority property, a list of agencies that donate wood to needy families, and infestation of rats at an abandoned house and resource assistance for a fire victim. All complaints were submitted through the 311GIS system to the appropriate City Department for resolution or designated community/state resources.
- New applications are being accepted for the Mayor's Youth Council. All applications must be accompanied by letters of support.
- The next meeting of the Mayor's Committee for Persons with Disabilities is Thursday, August 21, 2014. The committee monitored a booth at the O'Berry Center Health Fair.
- Community Affairs staff participated in the following activities and events:
 - The City of Goldsboro Health Fair, Biometric Screenings and the Quarterly Blood Drive.
 - Working with Sherry Archibald at the Paramount Theater on upcoming events.
 - Working with Shycole Simpson-Carter in Community Development on a possible homeless project.
 - Gathering information from surrounding cities on recommendations from citizens attending the "Coffee with a Cop" program sponsored by the Goldsboro Police Department.
 - Sending letters and emails requesting updated information from the Wayne County Civic & Fraternal organizations, Wayne County Churches, and Wayne County Minority & Women Owned Businesses.

2014 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	1	6	5	3	3	8	4						4
Consumer	7	4	7	5	9	11	14						8
2013 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	9	4	2	4	4	7	10	2	2	2	0	1	4
Consumer	2	4	3	2	8	4	7	6	1	3	5	6	4
2012 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	9	3	3	5	9	6	8	6	11	9	3	2	6
Consumer	0	2	2	3	4	9	6	4	8	4	1	1	4



July 2014

Prepared By: Julie Metz, Director

- The DGDC staff mailed out 2000 July/August Downtown Newsletters and emailed
- DGDC Staff created and mailed invitations for the August 13th Groundbreaking Ceremony.
- Staff mailed Save the Dates for the 2014 Annual Dinner.
- Staff secured the USPO at 200 N. William Street as the site for the October 4th Community Action Day.
- Staff filmed the August/September Downtown Living Show featuring the Elks Lodge, Ed's of Goldsboro, and Diversity Dance.
- The Promotions Committee selected The Little Bank as the August Business of the Month to be presented in early August.
- Staff received a façade grant application for a property on Center Street. Staff has been assisting the applicant with color options and presented the Design Committee's recommendation to award a grant to the DGDC Board at their July 16 Board Meeting.
- Staff received a Business Incentive Grant application during the month. A recommendation by the ER Committee to the full Board was to not award the grant due to poor grading on the evaluation form.
- We continue to work towards the sale of seven of our Neighborhood Plan homes. Three were scheduled to close by the end of July, but the investor was waiting to learn the outcome of the State's Historic Preservation Tax Credit programs before committing. Staff has not received a final decision from the investor at this time.
- Staff prepared and advertised information about the Revolving Loan Program that will provide one grant worth a maximum of \$20,000 to a downtown business, potential business, or property owner. Staff will host an informational Q&A on August 14th at noon at City Hall.
- Staff submitted their yearly Main Street Statistics to the North Carolina Main Street office.
- Staff applied for a Grassroots Arts Program grant through the Arts Council of Wayne County for the 2014 Jazz on George event.
- Staff presented to City Council on July 21st to request funding for the Downtown Map Project to be completed by December 1.
- Staff met with Goldsboro Housing Authority staff to discuss working together in the future to better the neighborhoods that surround Downtown Goldsboro and how the DGDC can help support their application for the Choice Neighborhoods Planning Grant.
- Staff met with potential downtown investors in July 29th to discuss options for property purchases and improvements.
- Staff attended the Goldsboro Historic Properties Mixer on July 31st to celebrate the acquisition of their first project house located at 412 N. James Street.
- July 1st – July 31st: Our office staff administered these general office activities: 96 visitors, 326 phone calls in, 124 phone calls out, 2,364 emails in, 1,662 emails out, 32 hours (approximately) of visits/meetings with businesses

Upcoming Events Include:

2. Center Street Jam (July 24, August 21 & 28)
3. Beak Week (Sept. 7-13)
4. Annual Dinner (Sept. 19)
5. Shop the Block (Sept. 26)
6. Community Action Day (Oct. 4)



ENGINEERING DEPARTMENT MONTHLY REPORT - JULY 2014

Prepared by: Guy M. Anderson, P. E.

Wastewater Collection System Rehabilitation Project

- The 2013 Sewer Investigation Report prepared by Hydrostructures, PA detailed priority repairs and maximizing inflow and infiltration reduction for the City's upcoming wastewater collection system rehabilitation project;
- Staff is negotiating with Hydrostructures, PA for field services and engineering design in reference to wastewater collection system rehabilitation based on their 2013 Sewer Investigation Report.

Stoney Creek Sanitary Sewer Outfall Rehabilitation Project

- The loan application and all required supporting documentation was submitted to NC Department of Environment & Natural Resources on March 31, 2014 for this project;
- Staff is awaiting official approval from the Clean Water State Revolving Fund before proceeding with this project.

Stoney Creek Stream Enhancement – Phase II

- Staff has resubmitted the grant application, as part of the 2013 cycle, for consideration by the North Carolina Clean Water Management Trust Fund in reference to the Phase II Stoney Creek Stream Enhancement project;
- Clean Water Management Trust Fund awarded \$375,000 of the \$400,000 requested in their February 10, 2014 meeting.

Berkeley Boulevard Widening Project

- NCDOT Division 4 Right-of-Way Office has completed their review and will submit the information to Raleigh for completion;
- All utility relocations have been completed with the exception of a major high-pressure gas line;
- Piedmont Natural Gas is currently relocating the high pressure gas line. Work is to be completed on or before August 22nd.
- Staff attended a preconstruction meeting on August 11, 2014. Due to the PNG high pressure gas line work, there will be an amended construction schedule.

Mulberry Street Water Line Improvements

- The City of Goldsboro proposes to replace the existing four (4) inch water line with a ten (10) inch water line in order to supply adequate water pressure for properties in this area;
- NCDENR approved the water permit application for this project;
- Cox-Edwards Company will prepare plans and specifications for this water line project;
- Mulberry Street water line improvements project is on hold pending additional water line design work that may be added to this project.

Wayne Memorial Drive Sidewalk Project

- Carolina Earth Movers, Inc. of Smithfield, NC submitted the low bid of \$127,927.00;
- City Council awarded the contract for Wayne Memorial Drive Sidewalk Project to Carolina Earth Movers, Inc. on February 17, 2014 in the amount of \$110,000.00 to encompass the reduced project scope for sidewalks along Wayne Memorial Drive from Royall Avenue to Ninth Street;
- NC Department of Transportation provided a letter of concurrence for contract award dated March 14, 2014;
- A preconstruction conference was held on April 14, 2014;
- A Notice to Proceed date was scheduled for June 2, 2014 with a completion date of September 2, 2014;
- The contractor has completed approximately 25% of the sidewalk project.

Harris Street Water Storage Tank

- Staff has prepared specifications for the repainting of the exterior and interior of the 1,000,000 gallon elevated water storage tank and tank structure located on Harris Street;
- Four contractors submitted bids for this project at the bid opening on March 24, 2014;
- Utility Service Company, Inc. of Perry, Georgia submitted the low bid of \$231,000.00;
- City Council awarded the contract for repainting of Harris Street water storage tank to Utility Service Company on April 7, 2014 in the amount of \$231,000.00;
- A preconstruction conference was held June 3, 2014;
- Notice to proceed was scheduled for June 9, 2014 with a completion date of September 9, 2014;
- Additional work to include City of Goldsboro logo/lettering on the Harris Street Tank extends the contract completion date to September 19, 2014;
- The contractor has completed approximately 80% of this project.

2014 Bituminous Concrete Resurfacing

- Staff has prepared specifications for approximately 34,000 square yards of concrete resurfacing and approximately 9,300 square yards of milling asphalt pavement for Fiscal Year 2014-15;
- Bid opening was held July 14, 2014;
- City Council awarded the resurfacing contract to Barnhill Contracting Company of Kinston, NC on July 21, 2014 for the bid amount of \$529,917.70;
- A Notice to Proceed date will be issued at the preconstruction conference scheduled for August 14, 2014.

Best Management Practices (BMPs) Inspections

- Approximately 220 BMPs have been approved and 162 BMPs have been constructed to date;
- All BMP inspections have been completed which were due in July 2014.

Goldsboro Fire Department Monthly Report – July 2014

Report Prepared By: Gary Whaley GW/CL

Fire Prevention and Outreach

- July 12th: Fire Truck Showing and Fire Prevention Talk for Vacation Bible School Fun Day at Fairview Park
- July 14th: Fire Station Tour for Positive Influences
- July 22nd: Fire Station Tour for Summit Christian Academy
- July 23rd: Fire Prevention and Safety Talk for Summit Christian Academy Safety Week

Working Structure Fires

- 7/1 – 209 Holly Rd
- 7/4 – 1724 Maple St
- 7/5 – 625 N Berkeley Blvd
- 7/7 – 2807 E. Ash St.
- 7/10 – 241 Johnson Ln.
- 7/12 – 206 E. Vine St.
- 7/13 – 1227 N John St.

- 7/13 – 1110 Clingman St
- 7/13 – 611 E. Spruce St.
- 7/14 – 413 Woodrow St.

Working Vehicle Fires

- 7/7 – Harris St & Stoney Cr. Pkwy
- 7/11 - 208 N Berkeley Blvd
- 7/13 - 620 E. Holly St.
- 7/18 - 300 N Berkeley Blvd

2014	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	July	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	164	161	173	174	172	168	187						171
Structure Fires:	6	10	9	8	4	10	11						8
EMS Calls:	48	49	66	59	68	61	70						60
Vehicle Accidents:	25	28	31	37	29	28	37						31
Fire Alarms:	41	28	27	33	37	27	35						33
Other:	44	46	40	37	34	42	34						40
Training Hours:	1467	1843	1755	1992	1643	1910	1718						1761
Safety Car Seat Checks:	7	21	14	17	20	21	6						15
Inspections:	92	102	190	149	90	58	112						113
2013	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	170	156	164	161	177	180	144	188	149	188	193	166	170
Structure Fires:	10	11	10	3	7	6	7	10	7	13	5	6	8
EMS Calls:	68	64	63	62	72	58	63	63	61	74	51	52	63
Vehicle Accidents:	32	29	28	23	35	32	24	35	28	32	31	37	31
Fire Alarms:	16	15	10	13	12	21	20	41	29	38	49	32	25
Other:	44	37	53	60	51	63	30	39	24	31	57	39	44
Training Hours:	2091	2106	1763	1573	1767	1500	1649	1661	2177	1796	1578	1041	1725
Safety Car Seat Checks:	8	8	14	10	8	16	12	13	15	26	10	9	12
Inspections:	109	60	77	78	119	90	70	104	89	112	85	72	89

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

Human Resources Management Department

MONTHLY REPORT – JULY 2014

Prepared by: Pamela C. Leake

The Human Resources Department advertised four vacancies this month. 78 applications were processed and 94 letters were mailed to applicants not selected for hire. There were four new hires: Web Developer/Computer System Administrator (IT); two Police Officers (Police), and Plant Operator (Water Reclamation Facility). There was one internal promotion: Equipment Operator (Public Works – Sanitation). There were two reductions in employment: one resignation and one termination. Total employment for the month was **487**: (431 full-time employees and 56 part-time employees).

User training for NeoGov was held on July 1, July 10, and July 15 at Fire Stations 1 and 2 and City Hall. 34 employees (including supervisors) attended the sessions. Users are becoming more familiar with the software and seem to enjoy the ability to be able to access the system remotely from work or home.

Diane Swindell, Prudential representative for NC 401(k) and 457, visited City Hall on July 22, 24 to meet one on one with employees to discuss retirement options. She will also return quarterly for new hire orientation.

There was one on-the-job injury. The Vehicle Accident Committee met on July 31 and reviewed three cases. Recommendations will be submitted to the City Manager.

This month's wellness program was "**Stroke Prevention**." Employees learned about the signs and symptoms of strokes and the importance of seeking care right away. 84 employees attended the sessions.

The Wellness Committee met July 9 and chose four classes to be offered by Cigna for weight management. There was also discussion about a smoking cessation program being made available for tobacco users who are interested in quitting.

On July 17, The City of Goldsboro sponsored a health fair and biometric screening at the Herman Park Center. There were 14 vendors present. 125 employees completed their screenings. A variety of healthy sandwiches, snacks, fruit and drinks were available to the employees. The make-up screening took place on July 22 at the Police/Fire gymnasium and 54 employees were screened. The City may consider sponsoring another biometrics screening; however, a minimum of 30 must commit to attend.

38 employees are now enrolled in the Diabetes Management Program. The participants have been diligent in attending their required meetings with the health coach. The **Biggest Loser** challenge is still underway. There are 27 active participants. 40 started when the contest began. The final weigh-in will be August 12. The contest ends August 16.

Random Drug Screens	Post-Accident Drug Screens
Non-DOT: 54 tested; 53 negative; 1 positive	Non-DOT: 4 negative
Quarterly DOT: 14 tested; All negative	DOT: None to report

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	214	49	80	75	115	46	78						94
New Hires	3	4	1	2	0	2	4						2
Separations*	2	1	7	2	5	1	2						3
Vehicle Accidents	2	3	0	0	2	2	3						2
Workers Compensation	4	4	1	2	4	1	0						2

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	109	70	103	95	136	124	116	73	54	61	97	60	92
New Hires	6	4	1	1	4	2	3	1	4	1	1	2	3
Separations*	3	2	1	1	5	4	4	0	5	1	1	0	3
Vehicle Accidents	2	5	2	3	2	0	7	3	2	5	2	3	3
Workers Compensation	2	8	0	1	1	0	1	2	2	2	2	2	2

**Separations include full-time resignations, retirements, and terminations.*

Information Technology

Monthly Report - June, 2014

Prepared by: Scott Williams

- Finger print analysis machine (AFIX Tracker) at the Police Department is still having issues. Vendor is working to resolve the issues.
- Converted the Police Department to new card readers and controls. Issued new cards to PD.
- Resolved issues with MDTs not performing as expected. Worked with Verizon and the officers to determine the cause. Completed all updates needed.
- Testing was successful for Cisco Unified Personal Communicator to help manage internal communications, messaging and voicemail. Planning for all areas to receive this tool.
- Completed migration of virtual server environment to Microsoft Server 2012.
- Migrated Fire Station 2, 3, 4, and 5 to our VoIP telephone network. Replaced all phones and added new locations for phones using existing resources. Stations are now on extension dialing with the rest of the city. Their phone numbers did not change.
- Replaced two printers and three monitors. Replaced one server hard drive. No data was lost due to this drive failure.

2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	363	337	275	266	305	362	353						323
Tickets Closed	353	267	269	329	286	378	359						320

2013	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	320	457	424	379	371	322	339	405	353	408	324	251	363
Tickets Closed	339	413	421	372	385	309	354	361	334	353	344	139	343

Goldsboro Inspections Department
Monthly Report – July 2014
Prepared By: Allen Anderson

The valuation of all building permits issued during the month of July totaled \$9,070,148.00. One (1) of these permits was new residential single family dwellings at a valuation of \$230,000.00.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$5,339,247.00.

All permit fees collected for the month totaled \$63,035.83. Of the permit fees collected for the month \$3,345.00 was collected in technology fees. Plan review fees collected during the month totaled \$1,075.00.

The Inspectors did a total of 594 inspections for the month. During the month of July nine (9) business inspections were completed. A total of 272 permits were issued for the month. Fifty-seven (57) plan reviews were completed for July. We now have a total of 207 structures in the Minimum Housing Process.

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$1	\$12	\$2	\$3	\$9	\$10	\$9						\$7
Residential (thousands)	\$420	\$1,038	\$496	\$1,186	\$1,985	\$628	\$230						\$855
Miscellaneous**(millions)	\$2	\$2	\$1	\$2	\$2	\$3	\$5						\$2
Permit Fees (thousands)	\$28	\$42	\$35	\$41	\$168	\$355	\$63						\$105
Inspections (total)	517	510	579	587	569	604	594						566
Permits Issued (total)	233	247	261	295	341	339	272						284
Plan Reviews Completed	21	49	52	96	74	83	57						62
Minimum Housing in Process	216	230	230	212	218	205	207						217
2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$5	\$4	\$4	\$14	\$5	\$2	\$7	\$7	\$3	\$2	\$3	\$4	\$5
Residential (thousands)	\$381	\$460	\$749	\$541	\$1,244	\$365	\$1,987	\$271	\$260	\$813	\$947	\$1,067	\$757
Miscellaneous** (millions)	\$1	\$2	\$2	\$18	\$2	\$3	\$3	\$5	\$3	\$5	\$2	\$2	\$4
Permit Fees (thousands)	\$32	\$49	\$36	\$51	\$173	\$287	\$133	\$50	\$43	\$49	\$26	\$39	\$81
Inspections (total)	641	500	547	615	728	566	620	569	465	571	563	449	570
Permits Issued (total)	263	247	250	355	295	277	305	330	186	284	228	260	273
Plan Reviews Completed	76	63	72	82	53	62	86	77	74	46	64	68	69
Minimum Housing In Process	275	275	250	250	250	250	250	295	215	215	218	224	247



Monthly Report-July 2014

Prepared by: Sherry Archibald, Director

- The annual Princess of North Carolina Pageant brought talent from all over the state to perform at the Paramount. Most contestants spent two-three days in Goldsboro to participate.
- The Gospel & Community Awards Banquet kicked off the first week of July.
- The Paramount was the location of a baby shower in July.
- July is a time for annual inspections at the Paramount as well as annual maintenance and improvements in preparation of the fall season.
- The Paramount staff conducted their quarterly staff meeting.
- Paramount Director, Sherry Archibald is preparing to hire a part-time Box Office Attendant. Ticket sales have increased more than 200% over the last 4 years creating a great need for box office support.
- Paramount staff met with Wayne County School's representative Kim Copeland to prepare communication for all teachers on upcoming field trip opportunities. During the school system's annual retreat, Ms. Archibald joined Arts Council Director, Sarah Merritt in a presentation to all public school principals promoting education through the arts.
- Box Office needs are likely to increase even more in the coming months with the latest announcement from legislature declaring admission sales tax must be applied to tickets. There are few exemptions and we are working with each renter to determine if they qualify for exemptions.
- Staff supported the Foundation's effort to seek Friends of the Paramount and are wrapping up the annual sponsorship drive. The Paramount Theatre Foundation supports the drive to raise funds to benefit additional amenities to the theatre, as well as to support programming otherwise not in the City budget.
- Expenses for month of July - **\$33,457.82**
 Details: Labor - \$13,363.90 /Operational Expenses - \$20,093.92
 Receipts for the month of July - **\$24,446.09**
 Details: Rentals - \$1,927.50/Tickets-\$2,441.19/Wash Account, Annual transfer-\$20,077.40

	Jan-14	Feb-14	Mar-14	April-14	May-14	June-14	July-14						Average 2014
Exp	\$28,140	\$24,840	\$31,931	33,362	\$33,089	\$17,883	\$33,437						\$28,955.
Rev	\$12,303	\$6,573	\$12,502	\$5,991	\$15,849	\$9,196	\$24,446						\$12,408.

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Average 2013
Exp	\$23,162	\$30,631	\$26,328	\$35,434	\$27,864	\$15,152	\$35,929	\$15,022	\$20,949	\$24,587	\$36,120	\$31,972	\$26,929
Rev	\$4,472	\$8,035	\$9,523	\$16,066	\$12,394	\$7,173	\$20,457	\$3,000	\$7,748	\$9,201	\$8,621	\$15,683	\$10,197

MONTHLY REPORT - JULY 2014

Prepared By: *W. Scott Barnard* SB/FLB

*Over 70 different programs were offered by our department this month. Programs offered included Summer Day Camp, Swimnastics, Tennis, Line Dancing and Pottery just to name a few. New programs offered this month included Teen Talk and forming a Community Band. Our pool attendance through the end of July totaled 4,801!

[illegible][illegible]

PLANNING DEPARTMENT

MONTHLY REPORT – JULY, 2014

Prepared by: Sally Johnson

General Tasks

During the month of July, the Planning staff served as liaison with the Planning Commission and Historic District Commission. In addition to reviewing and signing off on all commercial and residential building and sign permits, the staff has continued to prepare for upcoming meetings to be held in August, 2014. On-going projects include a mobile home survey, preparation of transportation-related documents and maps, inputting data for transportation projects and laserfiche of documents. Code enforcement staff has scheduled 290.5 hours for Community Service workers who have completed litter pick-up at a number of specified locations.

2014

Planning Commission	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Rezoning, CUP, Site Plans, Bd. of Adj. and Subdivisions	8	8	6	3	2	5	8						40	6.6
Historic District Commission														
Certificates of Appropriateness	2	1	3	8	1	1	0						16	3
Code Enforcement														
Grass Cutting/Cost	0	0	0	24/\$1,470	47/\$2,675	85/\$5280	103/\$6020						156	26
Illegal Dumping/Cost	0	0	0	0	0	\$100	1/\$25						2	0
Repeat Offenders	0	0	0	23	41	68	91						223	37
Junk Vehicles Tagged/Towed	0	4/3	8/2	8/2	17/3	11/0	15/3						63/11	10.5/2
Illegal Signs Removed	0	17	52	25	50	50	12						206	34

2013

Planning Commission														
Rezoning, CUP, Site Plans, Bd. of Adj. and Subdivisions	6	5	6	3	4	1	3	5	5	6	1	4	49	4
Historic District Commission														
Certificates of Appropriateness	1	2	7	0	4	5	4	3	1	1	0	1	29	2.4
Code Enforcement														
Grass Cutting	0	0	0	0	70	113	125	83	110	54	15	22	592	49
Repeat Offenders	0	0	0	0	43	84	86	67	77	44	5	11	417	35
Junk Vehicles Tagged/Towed	8/2	10/1	2/0	11/4	12/4	8/4	6/2	6/0	7/0	10/3	4/0	4/0	88/20	16/5
Illegal Signs Removed	15	30	20	42	51	7	10	10	12	12	20	20	249	21

Goldsboro Police Department Monthly Report - July 2014

Report Prepared by: Jeffery R. Stewart JRS/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for July 2014 were 224 compared to 231 for June 2014.

Property with an estimated value of \$171,561 was reported stolen while property with an estimated value of \$30,276 was recovered.

Officers arrested 280 people and 649 citations were issued during the month. There were 102 drug -related charges.

There were 0 report(s) of assault on an officer.

Revenue collected for June included:

Police Reports	\$150.00
Fingerprints	\$120.00

UCR COMPARISON & TREND													
2014	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG
OFFENSE													
Homicide	1	0	0	0	1	0	1						0.4
Rape(&attempts)	0	1	0	0	0	0	0						0.1
Robbery	13	2	5	11	5	2	7						6.4
Aggravated Assault	7	10	16	22	13	20	24						16.0
Simple Assault	25	25	28	24	28	34	17						25.9
Breaking & Entering	40	27	43	45	57	32	29						39.0
Larceny	136	99	139	152	168	127	138						137.0
Motor Vehicle Theft	6	3	4	4	13	16	6						7.4
Arson	0	0	1	0	1	0	2						0.6
TOTALS	228	167	126	258	286	231	224						217.1
2013	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG
OFFENSE													
Homicide	1	0	0	0	0	0	1	0	0	1	1	1	0.4
Rape(&attempts)	1	0	0	0	1	0	0	0	0	0	0	1	0.3
Robbery	6	6	12	5	4	5	3	2	5	6	6	7	5.6
Aggravated Assault	13	18	22	19	31	18	26	18	6	21	12	10	17.8
Simple Assault	28	37	26	32	48	33	30	27	18	21	22	22	28.7
Breaking & Entering	74	47	47	51	50	61	47	28	40	31	42	55	47.8
Larceny	116	110	116	121	148	139	171	155	154	148	43	149	130.8
Motor Vehicle Theft	12	11	8	6	7	7	7	12	10	6	5	12	8.6
Arson	0	0	0	0	0	0	0	2	0	0	0	0	0.2
TOTALS	251	229	231	234	289	263	285	244	233	234	131	257	240.1

Public Utilities Department Monthly Report- July 2014

Report prepared by: Karen Brashear

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. All of the city's 25 pump stations are operating well with no problems to report. The interior of WRF Operations Building has been painted and floors done.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. The intake dredging project is complete. There are no problems to report for this period.

Compost Facility

Five hundred sixteen cubic yards of compost/mulch was sold in July 2014. The Compost Facility is running smoothly with only minor repairs.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2014 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
Water	4.586	4.629	4.449	4.467	4.953	5.176	5.023						4.755
Sewer	9.75	10.37	11.19	9.51	13.10	8.17	8.20						10.04
CY Compost	246	198	471	763	976	521	516						527

2013 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
Water	4.495	4.390	4.217	4.283	4.700	4.823	4.790	5.196	4.898	4.591	4.404	4.740	4.628
Sewer	7.76	7.52	7.18	7.75	8.20	10.17	15.10	9.11	7.89	7.05	6.58	8.48	8.56
CY Compost	320	172	347	511	450	134	252	276	362	419	256	1211	384

PUBLIC WORKS DEPARTMENT

July 2014 Monthly Report

Prepared on 8/12/14
By Jose F. Martinez III, PE

Monthly Highlights

✓ **B&T Division:** Continue to provide various levels of support for Goldsboro Police and Fire vehicles - repaired radios/strobes, installed lights bars, etc...

Distribution & Collections

	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec		AVG
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	
Utility Line Maint (1000-ft)	24.4	4.5	9.8	7.6	5.5	9.7	12.0	18.7	3.4	15.1	3.4	8.3	17.5	14.5	14.3		14.1		19.3		10.0		11.0		11.7
Water Taps	2	3	3	5	5	1	5	1	1	5	1	5	2	6	2		5		0		2		1		2.9
Water Repairs	8	7	8	13	12	8	23	8	5	6	4	14	5	7	8		7		12		11		5		9.0
Sewer Taps	4	6	2	1	3	5	2	1	3	1	0	4	4	3	4		1		1		2		2		2.6
Sewer Repairs	4	2	2	5	0	3	5	3	1	4	3	2	1	8	2		0		3		2		2		2.7
Hydrants Replaced/Fixed	10	5	6	5	6	16	6	19	8	11	2	28	3	23	5		6		3		9		13		9.7
New Meter Installs	69	33	58	53	34	19	68	70	144	50	52	39	93	106	61		132		33		73		49		65.1
Meters Changed Out	67	51	42	21	34	9	62	32	65	64	24	17	61	64	60		120		49		55		36		49.1

Building & Traffic

Radio, Electrical, Bldg	40	43	55	87	30	108	17	92	51	57	32	82	33	104	34		20		40		17		48		52.1
Sign Repairs	10	62	32	42	19	108	21	90	15	47	38	76	21	70	59		19		43		11		29		42.7

Garage

Total Work Orders	215	236	200	253	157	266	171	233	221	314	192	173	280	288	219		244		256		225		258		231.6
Total Fuel Cost	\$ 90	\$ 93	\$ 82	\$ 77	\$ 77	\$ 89	?	\$ 80	\$ 85	\$105	\$ 79	\$ 86	\$108	\$104	\$103		\$ 92		\$ 96		\$ 82		\$ 77		\$ 89

Sanitation (Tons)

Refuse (x1000)	1.1	0.9	1.0	0.8	0.8	1.0	1.1	1.2	0.9	0.9	0.8	1.0	0.9	0.9	0.9		0.9		1.1		0.7		0.9		0.9
Recyclables	112	113	85	103	59	59	96	101	121	107	88	102	113	106	104		97		106		92		120		99.2
Leaf & Limbs (x1000)	1.0	0.6	0.7	0.6	0.6	0.6	0.9	0.9	0.9	0.9	1.0	0.8	1.0	1.0	0.9		0.7		0.8		1.3		1.1		0.9

Cemetery

Funerals	13	10	8	7	7	9	6	6	6	11	12	8	10	4	10		8		7		7		6		8.2
Fees charged	\$ 10	\$ 12	\$ 8	\$ 7	\$ 5	\$ 5	\$ 4	\$ 6	\$ 5	\$ 7	\$ 10	\$ 6	\$ 8	\$ 3	\$ 9		\$ 7		\$ 6		\$ 6		\$ 5		\$ 6.7

Streets & Stormwater

Utility Cut Repairs	12	0	6	3	3	0	15	18	6	34	17	34	6	12	9		14		28		17		4		12.5
Pot Hole Repairs	38	51	25	72	34	96	38	50	39	22	41	50	15	13	19		2		143		15		11		40.7
Misc Repairs	10	21	14	13	19	11	27	13	21	10	15	14	15	21	17		20		19		17		10		16.2
ROW Mowing (ac)	0	0	0	0	0	0	48.8	14.0	67.3	24.5	56.5	29.5	70.3	38.5	74.3		61.3		21.0		25.0		2.5		28.1
City-Owned Lots Mowing	0	0	0	0	0	0	19	20	48	70	36	44	41	88	42		34		32		33		0		26.7

*Notes: All expenses are in thousands of dollars
Misc includes Dips, Tree Roots, Storm Structures, Sidewalk, Curbing*



**Travel & Tourism Department
Monthly Report – July 2014**

Prepared by: Betsy Rosemann, Director

- A total of 153 inquiries were fulfilled by the Travel & Tourism Office (TTO) during the month of July.
- The TTO distributed 100 promotional items for family reunions and local events.
- Betsy Rosemann attended the NC/VA/MASC Motor Coach Conference in Richmond, Virginia on July 13th – 16th. Betsy met with over 60 tour operators, located in North Carolina, South Carolina and Virginia, during the course of the conference.
- July 16th -18th Betsy attended the quarterly NC Coast Host Conference in Atlantic Beach. Jay Greenwood, Regional Director of the NC Parks Service, was the guest speaker.
- The Goldsboro Tourism Council held their regular meeting on Wednesday, July 23rd.
- Betsy attended “Business After Hours” hosted by The Holiday Inn Express & Suites on July 23rd. The newly opened hotel offers 92 rooms, indoor saltwater pool and over 1,200 feet of meeting space.
- Scott Barnard and Betsy met with Dr. John Blackwell and his staff from the University of Mount Olive College on July 25th to discuss partnering with Mount Olive on future sporting events.
- The 4th FW PA and the 916th ARW PA offices assisted in a civilian base tour on Thursday, July 31st. The group of 28 mostly consisted of teens from Hillsborough, NC.
- Goldsboro Parks & Rec, the TTO and the Goldsboro Tennis Association met on July 31st to begin planning for the USTA North Carolina Singles League State Championship, to be held Oct. 9th - 12th.
- The TTO continues to be involved with the coordination of Beak Week, scheduled for Sept. 7th - 13th.
- The TTO is partnering with the Cliffs of the Neuse State Park to host tours and activities for the Greenville Police Department’s “PAL” Program during July and August. 120 “at risk” youth, ages 5 to 13 are participating in the program. Mentoring opportunities with the men and women of SJAFB, during the visits, have been extremely successful, as well.
- The TTO placed the following ads in the month of July:
 - AMA Extreme Dirt Track Nationals - Billboards
 - Beak Week - Billboards

Occupancy Tax Collections YTD

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Average
2014	\$55,941	\$49,095	\$42,148	\$49,886	\$54,001								\$251,071	\$50,214
2013	\$44,097	\$53,434	\$37,271	\$55,984	\$59,385	\$55,999	\$50,239	\$49,618	\$45,554	\$63,415	\$37,729	\$20,824	\$573,549	\$47,796
2012	\$56,022	\$62,755	\$23,972	\$87,818	\$65,304	\$55,674	\$51,793	\$55,809	\$49,572	\$44,528	\$44,086	\$36,851	\$634,184	\$52,849
2011	\$65,943	\$49,599	\$43,982	\$52,774	\$51,297	\$52,800	\$55,065	\$61,126	\$46,366	\$42,824	\$45,738	\$61,162	\$628,665	\$52,389

RESOLUTION NO. 2014-

**RESOLUTION EXPRESSING APPRECIATION
FOR SERVICES RENDERED BY RICHARD MCDUFFIE, JR.
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO
FOR MORE THAN 29 YEARS**

WHEREAS, Richard McDuffie Jr. retires on September 1, 2014 as a Laborer II in the Public Works Department of the City of Goldsboro with more than 29 years of service; and

WHEREAS, Richard began his career as a temporary employee on October 24, 1984 as a Leaf Collector with the Public Works Department; and

WHEREAS, Richard was hired as a permanent employee on January 2, 1985 as a Laborer II with the Public Works Department where he has served until his retirement; and

WHEREAS, Richard has proven himself to be a dedicated and efficient public servant who gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro; and

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

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

1. We express to Richard McDuffie Jr. our deep appreciation and gratitude for the dedicated service rendered during his tenure with the City of Goldsboro.
2. We offer Richard our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 18th day of August, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

RESOLUTION NO. 2014-

**RESOLUTION EXPRESSING APPRECIATION
FOR SERVICES RENDERED BY BOBBY C. TAYLOR
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO
FOR MORE THAN 25 YEARS**

WHEREAS, Bobby Taylor retires on September 1, 2014 as an Equipment Operator II in the Public Works Department of the City of Goldsboro with more than 25 years of service; and

WHEREAS, Bobby began his career as a temporary employee on December 7, 1988 as a Leaf Collector with the Public Works Department; and

WHEREAS, Bobby was hired as a permanent employee on February 1, 1989 as an Equipment Operator II with the Public Works Department where he has served until his retirement; and

WHEREAS, Bobby has proven himself to be a dedicated and efficient public servant who gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro; and

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

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

1. We express to Bobby Taylor our deep appreciation and gratitude for the dedicated service rendered during his tenure with the City of Goldsboro.
2. We offer Bobby our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 18th day of August, 2014.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager