

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



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

I. ADOPTION OF THE AGENDA

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

- Res. 5-2
GA/BB
Ref P 5-2
DH/1
- a. Censure Hearing Procedure Discussion (City Attorney)
 - b. Boards and Commissions Discussion (City Clerk)

NEW BUSINESS

- c. Scheduling Budget Work Sessions (City Manager)

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

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

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

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

VI. PRESENTATIONS

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

VII. PUBLIC HEARINGS

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

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

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

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

- 5-2 BB/MS
- 4-3 GA/BB
- Deferred
- Approval
- Denial
- M. Contract Award for Phase II of the Design-Build Services for the Construction of Center Street Streetscape Phase III Project (Formal Bid 2018-001) (Downtown Development)
 - N. Z-10-19 – Chandu R. Patel- Subject property is located on the west side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway (Planning)
 - O. CU-6-19 – (Penske) Subject property located on the North side of W. US 70 HWY. between Hargrove and Nevels Street (Planning)
 - P. CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive (Planning)
 - Q. SITE-5-19 Site and Landscape Plans- Rashed LLC. (Convenient Mart Proposed Canopy and Gas Pumps) (Planning)
 - R. SITE-8-19 Timmons Group LLC - (Wayne Community College Automotive and Collision Repair Building and Parking Lot Modifications) (Planning)
 - S. Addition to the City of Goldsboro Code of Ordinances Pertaining to Golf Carts in the City (City Attorney)
 - T. Adoption of a Resolution in Support of Senate Bill 377, the Military Base Protection Act (City Manager)
 - U. Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina (City Manager)

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

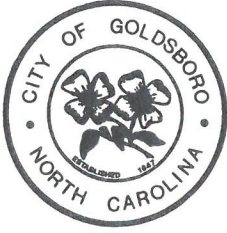
- V. Goldsboro-Wayne County Feature Story on Season 3 of the History Channel's Show, "It's How You Get There" (Travel and Tourism)

XI. CITY MANAGER'S REPORT

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XIII. CLOSED SESSION

XIV. ADJOURN



City of Goldsboro

J.O. Drawer A
North Carolina
27533-9701

NATIONAL DONUT DAY PROCLAMATION

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

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

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

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

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

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

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




Chuck Allen, Mayor



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

Goldsboro Summer Learning Week Proclamation

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

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

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

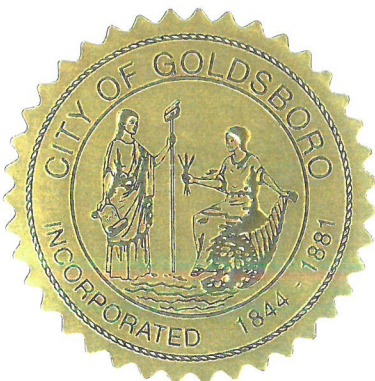
WHEREAS, Parents can help prevent the Summer Slide, summer learning loss by encouraging their children to read, and by reading with their children over the break as this will help students be ready to learn what's next in school, and

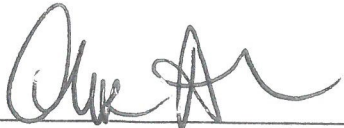
WHEREAS, Public agencies, community and faith-based organizations, schools, libraries, museums, recreation centers and camps play an important and trusted role in the well-being of children through summer programming, and

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

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

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





Chuck Allen, Mayor

RESOLUTION No. 2019-45

**RESOLUTION OF THE CITY COUNCIL OF GOLDSBORO ENACTING
PROCEDURES OF CENSURE HEARINGS**

WHEREAS, the Goldsboro code of Ordinances contains a Code of Ethics and the City Resolution No. 2010-52 on September 20, 2010 entitled "Resolution Adopting a Code of Ethics for the City Council for the City of Goldsboro" which apply to the Mayor and each council member; and

WHEREAS, such Code section and Resolution provide that a violation of either may subject the alleged violator to a Resolution of Censure; and

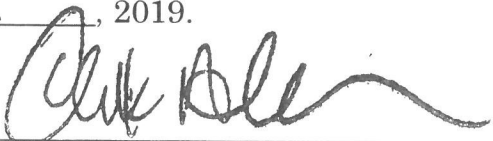
WHEREAS, such code section and Resolution further provide that the alleged violator shall be given the opportunity to be heard, to have a Hearing, and to call witnesses and present evidence, it is necessary that a Resolution be enacted to establish procedures for such proceedings and/or hearings; and

WHEREAS, attached hereto as Exhibit A sets forth said procedures and is made a part hereof.

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

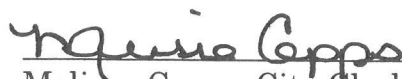
1. For the proper and consistent application of the Codes of Ethics found in the Goldsboro City Ordinances and in Resolution No. 2010-52, that procedures for any Censure hearings of proceedings should be adopted and that such is necessary for the proper functioning of the Council.
2. Exhibit A attached hereto sets forth said procedure and is hereby adopted as the procedure for any and all Censure proceedings and/or hearings.
3. This resolution and Exhibit A are hereby adopted and shall be inserted into the official minutes of the City Council of Goldsboro.

ADOPTED the 3rd day of June, 2019.



Chuck Allen, Mayor

ATTEST:



Melissa Capps, City Clerk



Exhibit A to Resolution No. 2019 - 45

Censure Hearing Rules of Procedure

I. General Rules of Procedure

- A. The alleged Code of Ethics violator may be represented by an attorney.
- B. The Mayor shall preside over the hearing just he presides over Council meetings. The Mayor's duties also include the following:
 - 1. The Mayor recognizes speakers before they are heard.
 - 2. The Mayor shall allow the parties and all witnesses to be heard, but the Mayor may limit and/or cut off evidence or testimony that is irrelevant, repetitive, incompetent or inflammatory.
 - 3. The Mayor may place reasonable and equitable limitations on the presentation of evidence, arguments, and cross-examination of witnesses so that the hearing can continue without undue delay.
- C. Unless these Rules provide otherwise, all written notices and other communications may be submitted to the parties by email.
- D. All members of the Council may participate in the proceedings in that they may examine witnesses, introduce documents or other evidence; and may vote on any issue.

II. Evidence

- A. The North Carolina Rules of Evidence, N.C. Gen. Stat. Chpt. 8C, do not apply, but the Council may, in its discretion, refer to these rules for guidance.
- B. The parties recognize that N.C. Gen. Stat. § 160A-168 prohibits the release of confidential employee information. All parties shall work together in good faith prior to and during the hearing to prevent the unauthorized release of any employee information.
- C. Pursuant to the Fifth Amendment to the U.S. Constitution, any witness may decline to testify if he/she believes that their testimony could later be used in a criminal proceeding against them. But if they decline to testify, the Council may draw appropriate inferences from this refusal.¹

¹ The Fifth Amendment to the U.S. Constitution provides that, "No person shall be . . . compelled in any criminal case to be a witness against himself." In criminal cases, the government cannot use this silence against a defendant. In civil cases, however, a refusal to testify can be considered as evidence. *Baxter v. Palmigiano*, 425 U.S. 308, 318 (1975) ("[T]he prevailing rule [is] that the Fifth Amendment does not forbid adverse inferences against parties to civil actions when they refuse to testify in response to probative evidence offered against them: the Amendment 'does not preclude the inference where the privilege is claimed by a party to a civil cause.'" *Citation omitted*.).

- D. The Council may subpoena witnesses and documents pursuant to G.S. § 160A-80.² But if a witness will voluntarily appear, a subpoena is unnecessary.
- E. Witness testimony shall include opportunities for direct examination, cross-examination, re-direct examination, and rebuttal.
- F. Individual Council members may question a witness after the calling member(s) have concluded their examinations and rebuttal of the witness.

III. Conduct of the Hearing

The hearing should be conducted as provided below, but the Mayor, with a majority vote of the Council, may change the order of items and add or remove items as appropriate.

- A. The Mayor will open the public hearing.
- B. The alleged violator shall have the right to make an opening statement.
- C. Before each witness testifies, the City Clerk will swear him or her in. All witnesses called are subject to cross-examination.
- D. The Council will present its witnesses and evidence first.
- E. The alleged violator will present his witnesses and evidence second.
- F. After all witnesses have testified and evidence has been presented, the alleged violator shall have the right to make a closing statement.
- G. After closing statement, the Council shall close the public hearing and begin deliberations.
- H. All deliberations must be conducted during an open session of the Council.

IV. Making a Decision, Replacement and Appeal

- A. At the conclusion of the Hearing and the closing statement, the Council shall decide after a duly made motion, and duly made second, outlining the specific subsection(s) of the Code of Ethics for City Officials §31.17 (entitled “Standards of Conduct”) of the Code of Ordinances and/or which provision(s)/canon(s) of Resolution No. 2010-52 adopted September 20, 2010 (entitled “Resolution Adopting a Code of Ethics for the City Council for the City of

² G.S. § 160A-80 provides that,

“(a) The council shall have power to investigate the affairs of the city, and for that purpose may subpoena witnesses, administer oaths, and compel the production of evidence.

(b) . . . No testimony of any witness before the council pursuant to a subpoena issued in exercise of the power conferred by this section may be used against him on the trial of any civil or criminal action other than a prosecution for false swearing committed on the examination. If any person, while under oath at an investigation by the council, willfully swears falsely, he is guilty of a Class 1 misdemeanor.”

Goldsboro”) which were violated by the alleged violator.

- B. If said motion is approved by at least 5 council members, then the Council may adopt a Resolution of Censure (such may be adopted at a subsequent Council meeting if not done so at the conclusion of the affirmative votes) which will be placed as a matter of record in the minutes of an official Council meeting.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Public Hearing on FY2019-2020 Annual Operating Budget

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

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

RECOMMENDATION: It is recommended:

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

Date: 5/28/19 
Catherine F. Gwynn, Finance Director

Date: 5/28/19 
Tim Salmon, City Manager

AFFP
Legal #234

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

Amber Belt, being duly sworn, says:

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

May 28, 2019

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

SIGNED:



Legal Clerk

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



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

My commission expires: April 10, 2024

40090942 40334608

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

4-10-24



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

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

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

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

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

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

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

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

272 Millers Chapel Rd (Pin #3528444332)

Offeror: Elizabeth Gomez

Offer: \$6,300.00

Tax Value: \$19,000.00

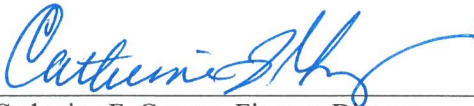
Parcel ID: 0020151

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

RECOMMENDATION: City Council, by motion:

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

Date: 5/28/19


Catherine F. Gwynn, Finance Director

Date: 5/28/19


Tim Salmon, City Manager



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

Bill of Sale Date: 20 May 2019

Bill of Sale Number: 5202019

Asset ID: 825

Inventory ID: 825

Description of Property

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

Award Amount

6300.00

Asset Information



Year:	Make/Brand:	Model:	VIN/Serial:
Meter:	Title Restriction:	No Title Restriction	

Sale Information

Actual Sold Amount: USD \$6,300.00

Paid On: Not Paid

Other Amount: USD \$0.00

Other Amount Description:

Buyer's Premium: USD \$787.50

Tax Rate: 0%

Tax Amount: USD \$0.00

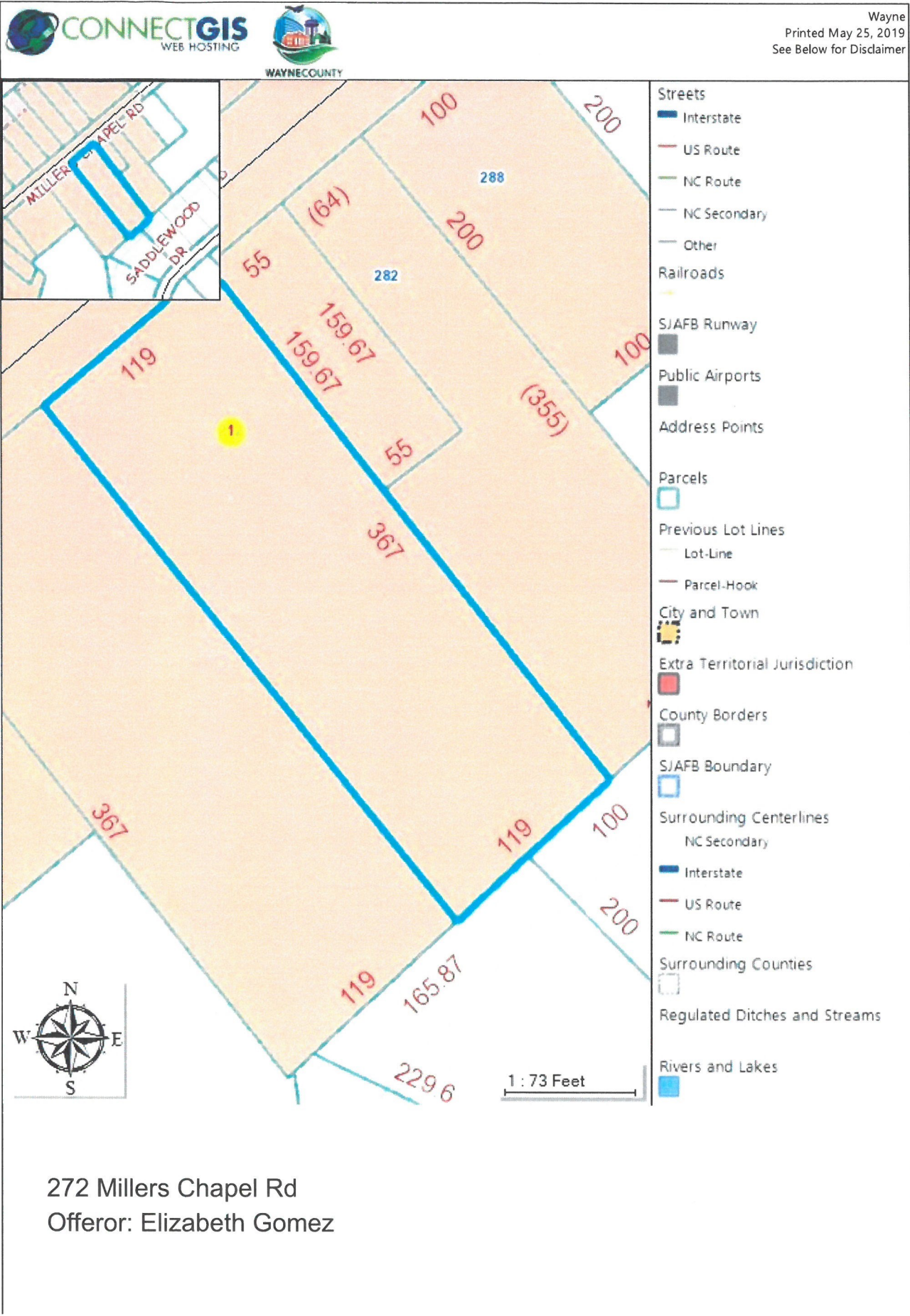
Total Amount: USD \$7,087.50

*** Taxable Items**

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

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

Buyer/Agent Signature: _____
 Print Name: _____
 Date: _____



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

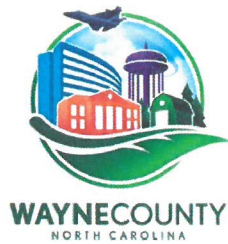
Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification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

272 Millers Chapel Rd
Offeror: Elizabeth Gomez

WAYNE COUNTY

5/25/2019 2:52:35 PM

WAYNE COUNTY & CITY OF GOLDSBORO										Return/Appeal Notes: 3528444332									
272 MILLERS CHAPEL RD 79266550										UNIQ ID 20151 ID NO: 04D09000002024									
CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)										CARD NO. 1 of 1									
Reval Year: 2019 Tax Year: 2019 272 MILLERS CHPL RD										1.000 AC									
Appraised by 88 on 07/28/2010 04901 NEW HOPE WEST										SRC= C-01 EX-2 AT- LAST ACTION 20180730									
CONSTRUCTION DETAIL		MARKET VALUE								DEPRECIATION				CORRELATION OF VALUE					
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB					CREDENCE TO					
BUILDING ADJUSTMENTS		50	00							% GOOD				DEPR. BUILDING VALUE - CARD					
TOTAL ADJUSTMENT												0							
FACTOR		TYPE: RURAL SINGLE FAMILY RESIDENTIAL										0							
TOTAL QUALITY INDEX		STORIES:										MARKET LAND VALUE - CARD							
												19,000							
												TOTAL MARKET VALUE - CARD							
												19,000							
												TOTAL APPRAISED VALUE - CARD							
												19,000							
												TOTAL APPRAISED VALUE - PARCEL							
												19,000							
												TOTAL PRESENT USE VALUE - PARCEL							
												0							
												TOTAL VALUE DEFERRED - PARCEL							
												0							
												TOTAL TAXABLE VALUE - PARCEL							
												19,000							
PRIOR																			
BUILDING VALUE 4,510																			
OBXF VALUE 0																			
LAND VALUE 17,000																			
PRESENT USE VALUE 0																			
DEFERRED VALUE 0																			
TOTAL VALUE 21,510																			
PERMIT																			
CODE		DATE		NOTE		NUMBER		AMOUNT											
ROUT: WTRSHD:																			
SALES DATA																			
OFF. RECORD		DATE		DEED		Q/UV/I		INDICATE SALES PRICE											
BOOK	PAGE	MO	YR	TYPE	Q	U	V	I											
02610	0418	3	2008	WD	U	I			0										
0099E	0525	1	1999	WD	U	I			0										
00384	0493	1	1901	WD	U	I			0										
HEATED AREA																			
NOTES																			
P12-17 #039783 HOUSE GONE FOR 2018																			
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	LT	HT	UNITS	UNIT PRICE	ORIG % COND	BLDG #	L/B	SIZE FACT	AYB/EYB	ANN DEP RATE	% OVR COND	OB/XF DEPR. VALUE	
TYPE	AREA	%	CS	TOTAL OB/XF VALUE															
FIREPLACE				0															
SUBAREA TOTALS																			
BUILDING DIMENSIONS																			
LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES	
5010	5010		0	0	1.0000	0	1.0000					19,000.00	1.000	AC	1.000	19,000.00	19,000		
TOTAL MARKET LAND DATA												1.000				19,000			
TOTAL PRESENT USE DATA																			



Wayne County Tax Department

Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

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

Property Tax Collections Bill Detail

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

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

Transaction History

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

Current Due: \$0.00

Correct if paid by

Disclaimer:

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

RESOLUTION NO. 2019- 46

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

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

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

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

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

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

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

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

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

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

ITEM NO: H

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

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

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

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

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

Date: 5/28/19



Catherine F. Gwynn, Finance Director

Date: 5/28/19



Tim Salmon, City Manager

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

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

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to due date:

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

☐ Modification to fee:

EXPLANATION OF MODIFIED CONTRACT TERMS

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

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

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

SIGNATURE PAGE

AUDIT FIRM

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

GOVERNMENTAL UNIT

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

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

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

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

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

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

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

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

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

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

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Municipal Ordinance for State Highway System Street

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

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

Due to this section being within the city limits:

Repeal 45 MPH Zone for:

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

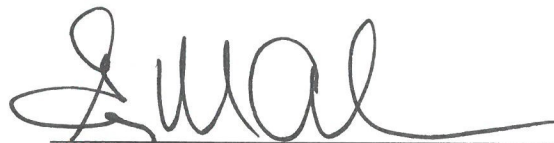
Enact 40 MPH Zone for:

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

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

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

Date: 22 May 19



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

Date: 22 May 19



Tim Salmon, City Manager

ORDINANCE NO. 2019-26

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

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

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

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

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

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

45 MPH Zone for:

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

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

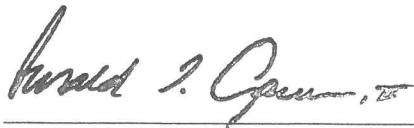
40 MPH Zone for:

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

3. The speed limit for the above street section shall be reflected on the Official Speed Limit Map of the City of Goldsboro, North Carolina.

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

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

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

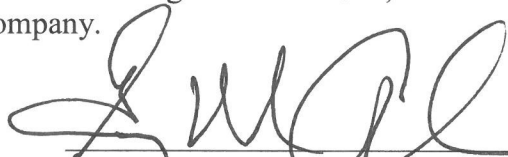
BACKGROUND: The Phase IV Sewer Rehab Project provides for installation of approximately 30,900 linear feet of cast-in-place-pipe (CIPP) rehabilitation of existing sanitary mains, including various root treatments, obstruction removals, cutting of intruding taps and asphalt or concrete surface repairs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

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

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

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

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

Date: 24 May 19

Guy M. Anderson, P. E., City EngineerDate: 24 May 19

Tim Salmon, City Manager

RESOLUTION NO. 2019- 47

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

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

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

WHEREAS, T. A. Loving Company submitted an estimated cost of \$28,748.76 for the additional work; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to issue a change order to Contract #2018-004 with T. A. Loving Company for \$28,748.76;

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

1. The City Manager is hereby authorized and directed to execute a change order for \$28,748.76 with T. A. Loving Company for Phase IV Sewer Collection Rehabilitation Project.
2. This resolution shall be in full force and effect from and after this 3rd day of June, 2019.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019

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

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

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

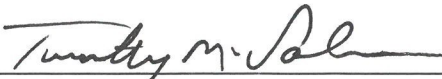
The lowest responsive bidder was Wayne Roofing and Sheet Metal of Goldsboro, NC with a Total Bid amount of \$113,400. There are sufficient funds in the FY 2018-2019 budget for this contract to make the final repairs to the Water Treatment Plant roof.

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

Date: 6-3-19


Michael Wagner, Deputy Public Works Director-Utilities

Date: 6-3-19


Timothy A. Salmon, City Manager

RESOLUTION NO. 2019- 48

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

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

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

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

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

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

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019

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

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

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

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

Date: 6-3-19


Michael Wagner, Deputy Public Works Director-Utilities

Date: 6-3-19


Tim Salmon, City Manager

RESOLUTION NO. 2019-49

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

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

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

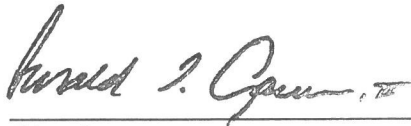
WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to enter into the Project Partnership Agreement with the U.S. Army Corps of Engineers.

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

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

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

ITEM

M
Deferred
6-17-19

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION: It is recommended that the City Council:

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

Date: _____
Julie Metz, Downtown Development Director

Date: _____
Tim Salmon, City Manager

RESOLUTION NO. 2019-

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

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

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

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

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

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

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

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

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

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

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

Approved as to form only:

Reviewed by:

City Attorney

City Manager

DRAFT AIA[®] Document A141[™] - 2014

Exhibit A

Design-Build Amendment

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

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

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

THE OWNER:
(Name, legal status and address)

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

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

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

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

TABLE OF ARTICLES

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

ARTICLE A.1 CONTRACT SUM

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

(Check the appropriate box.)

[☒] Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

§ A.1.2 Stipulated Sum

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

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

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

« »

§ A.1.2.3 Unit prices, if any:

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

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

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

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

§ A.1.3.2 The Design-Builder's Fee:

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

« »

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

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

§ A.1.4.2 The Design-Builder's Fee:

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

« »

§ A.1.4.3 Guaranteed Maximum Price

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

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

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

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

(Provide information below or reference an attachment.)

« »

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

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

« »

§ A.1.4.3.4 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

§ A.1.5.2 Progress Payments—Stipulated Sum

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

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

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

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

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

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

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

« »

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

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

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

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

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

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

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

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

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

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

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

§ A.1.5.5 Final Payment

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

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

ARTICLE A.2 CONTRACT TIME

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

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

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

« »

Portion of Work

Substantial Completion Date

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

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

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

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

« »

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

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

« »

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

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

Title

Date

Pages

Other identifying information:

« »

§ A.3.1.5 Allowances and Contingencies:

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

.1 Allowances

« »

.2 Contingencies

« »

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

«Attached as Exhibit G »

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

« »

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

« »

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

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

(Identify name, title and contact information.)

.1 Superintendent

« »

.2 Project Manager

« »

« »

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

« »

ARTICLE A.5 COST OF THE WORK

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

§ A.5.1.1 Labor Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ **A.5.1.5 Miscellaneous Costs**

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

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

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

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

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

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

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

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

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

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

§ A.5.1.6 Other Costs and Emergencies

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

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

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

§ A.5.1.7 Related Party Transactions

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

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

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

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

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

§ A.5.3 Discounts, Rebates, and Refunds

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

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

§ A.5.4 Other Agreements

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

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

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

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

§ A.5.5 Accounting Records

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

§ A.5.6 Relationship of the Parties

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

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

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN-BUILDER (Signature)

« »« »

(Printed name and title)

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

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

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

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

Lot 1:

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

Lot 2:

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

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

Surrounding Zones:

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

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

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

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

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

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

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

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

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

Date: 5/29/19



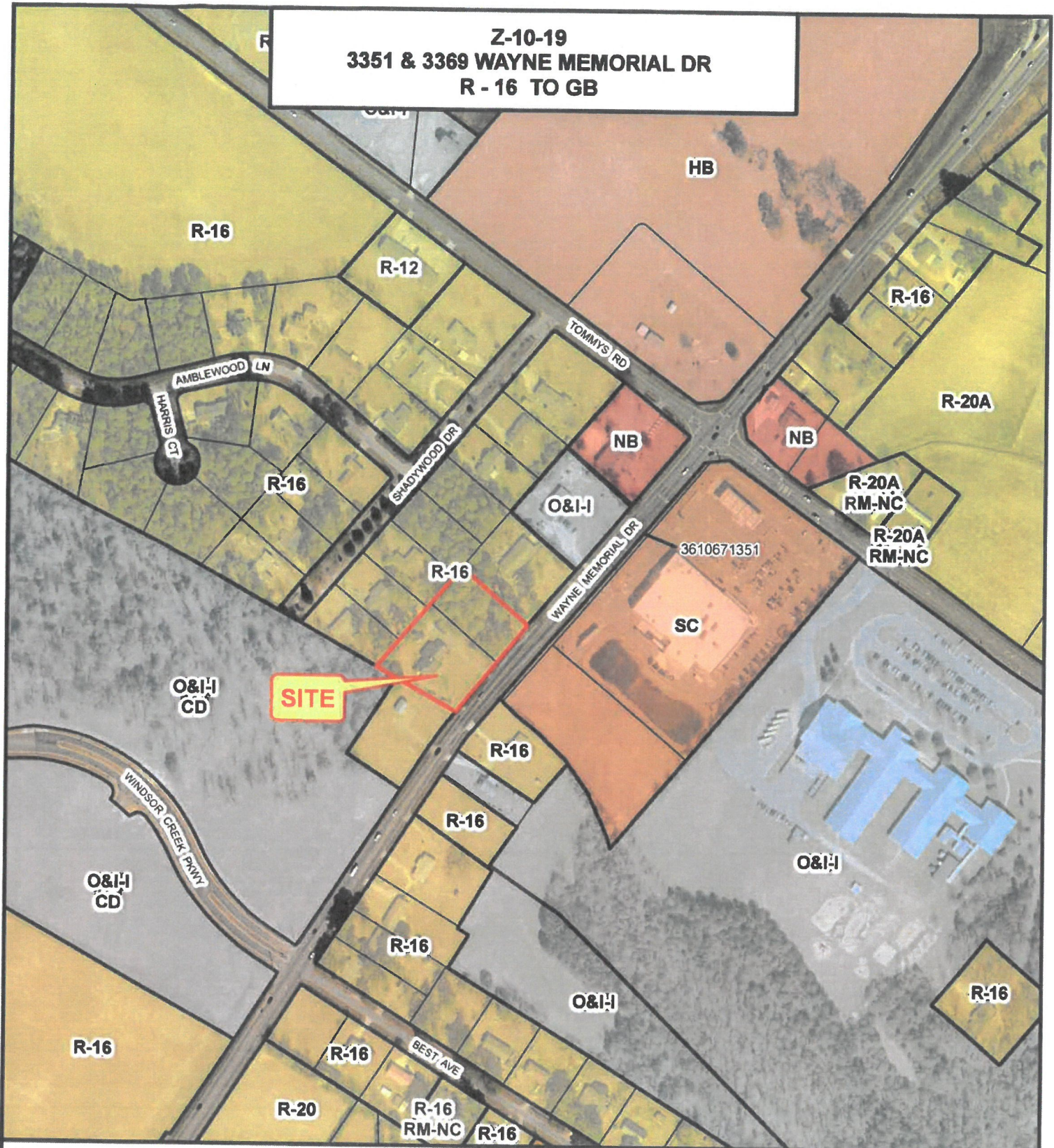
Planning Director

Date: 5/29/19



City Manager

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



REZONING REQUEST - PROPOSED ZONING

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

200 100 0 200 Feet



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



REZONING REQUEST

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

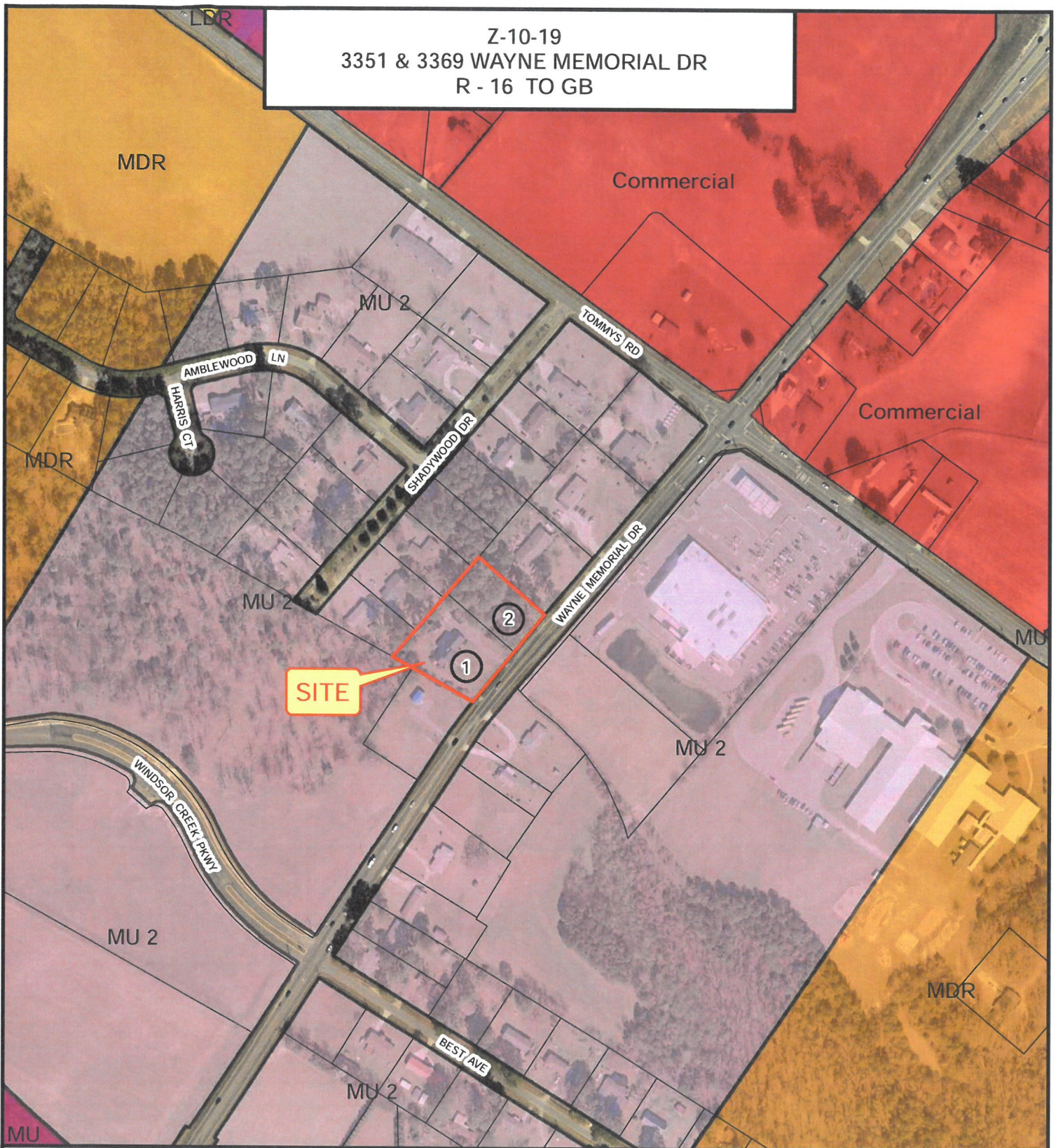
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Z-10-19
3351 & 3369 WAYNE MEMORIAL DR
R - 16 TO GB



REZONING REQUEST - PROPOSED ZONING

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



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ORDINANCE NO. 2019 - 27

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

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

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

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

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

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

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

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

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

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

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

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

Frontage: 300 ft.

Depth: 400 ft.

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

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

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

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

Employees: 6-10

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

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

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

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

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

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

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

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

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

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

Modifications: The applicant is requesting the following modifications:

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

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

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

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

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

Date: 5/29/19

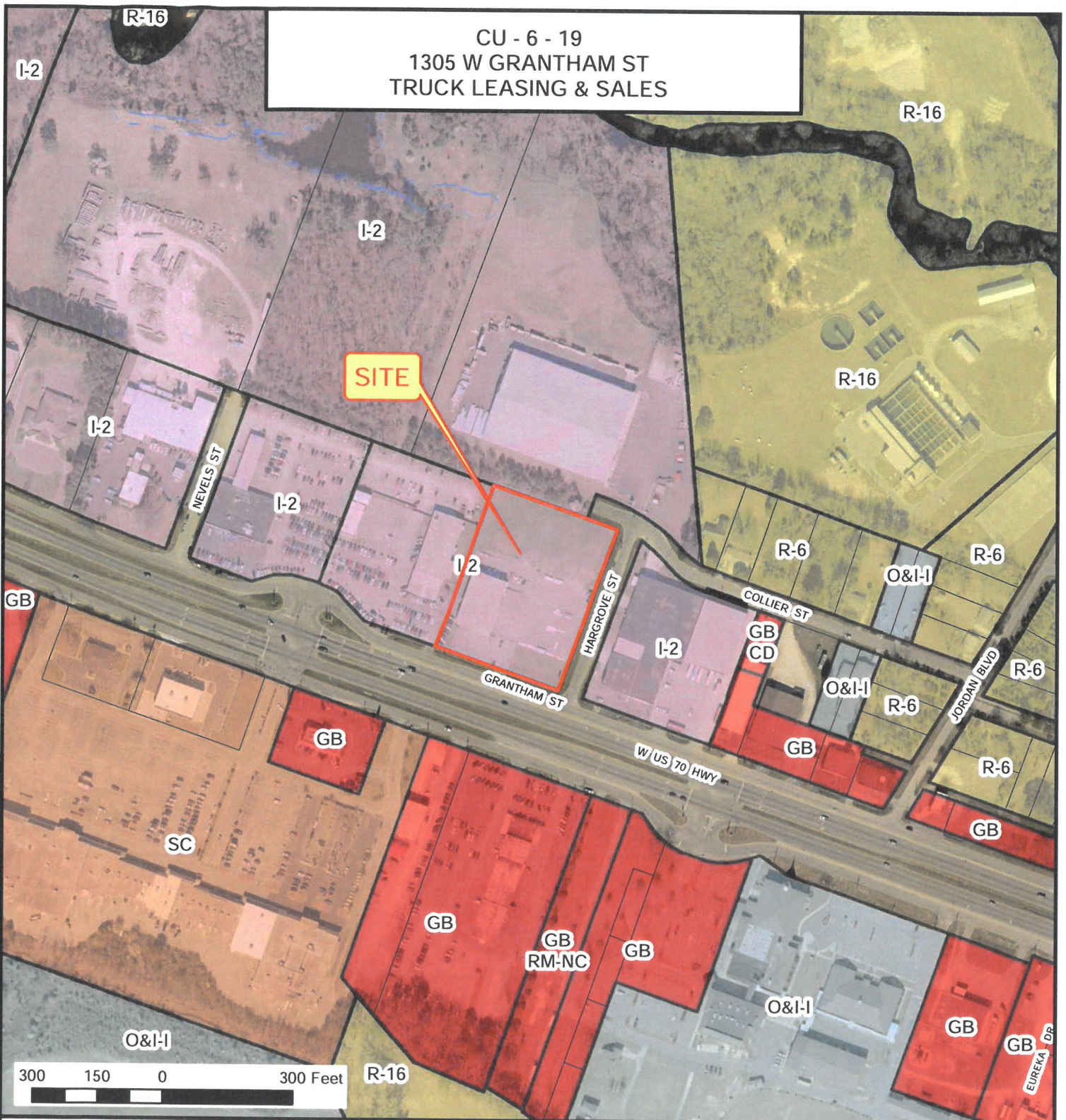


Planning Director

Date: 5/29/19



City Manager



CONDITIONAL USE APPLICATION

CASE NO: CU-6-19

REQUEST: Penske Truck Leasing & Sales

APPLICANT: Penske Leasing Logistics

LOCATION: 1305 W. Grantham Street

HOURS OF OPERATION:

Monday - Friday 7:00 - 5:00 pm

Saturday 8:00 - Noon

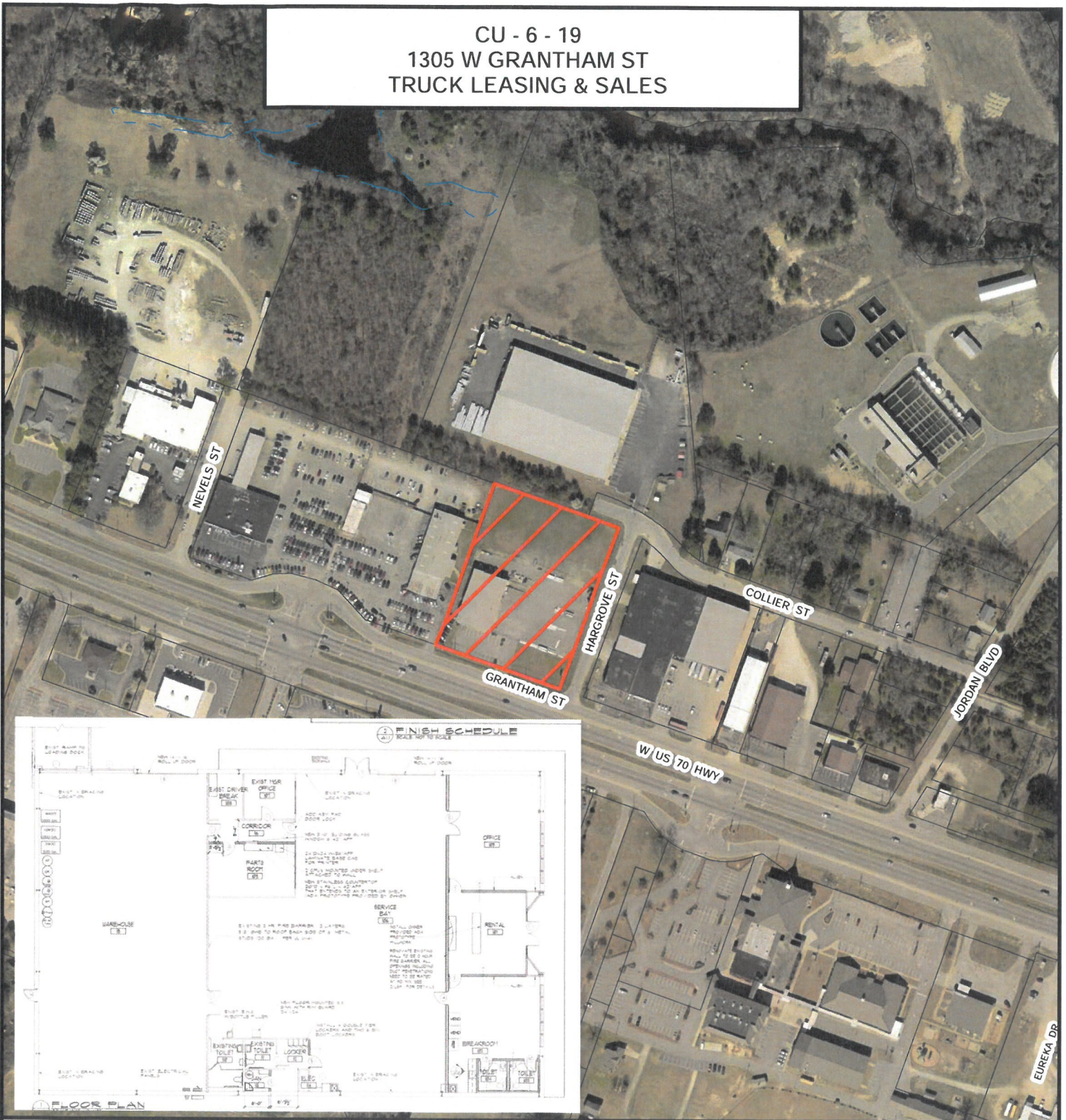
NUMBER OF EMPLOYEES: 6 - 10



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



CONDITIONAL USE

CASE NO: CU-6-19
REQUEST: Penske Truck Leasing & Sales
APPLICANT: Penske Leasing Logistics
LOCATION: 1305 W. Grantham Street

MODIFICATIONS



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

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

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

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

FINDINGS OF FACT

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

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

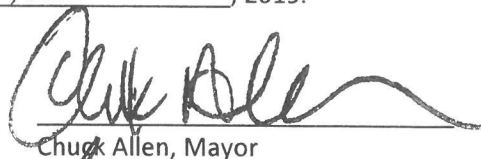
1. Modification of the City's landscape buffer requirement along portions of the western and northern property lines.
2. Modification of the street tree requirement along a portion of Hargrove and Collier Streets.
3. Modification of the eight (8) ft. in height fencing requirement for outside storage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

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

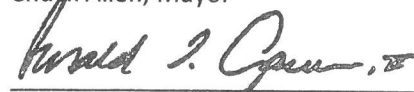
Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied,

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

Thus ordered this 3rd day of June, 2019.



Chuck Allen, Mayor



Ronald T. Lawrence, City Attorney

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

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

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

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

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

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

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

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

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

Employees: 1-2

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

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

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

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

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

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

Days/hours of Operation:

Thursdays 6:00pm – 9:00pm

Fridays 6:00pm – 10:00pm

Saturdays 4:00pm – 10:00pm

Date: 5/29/19



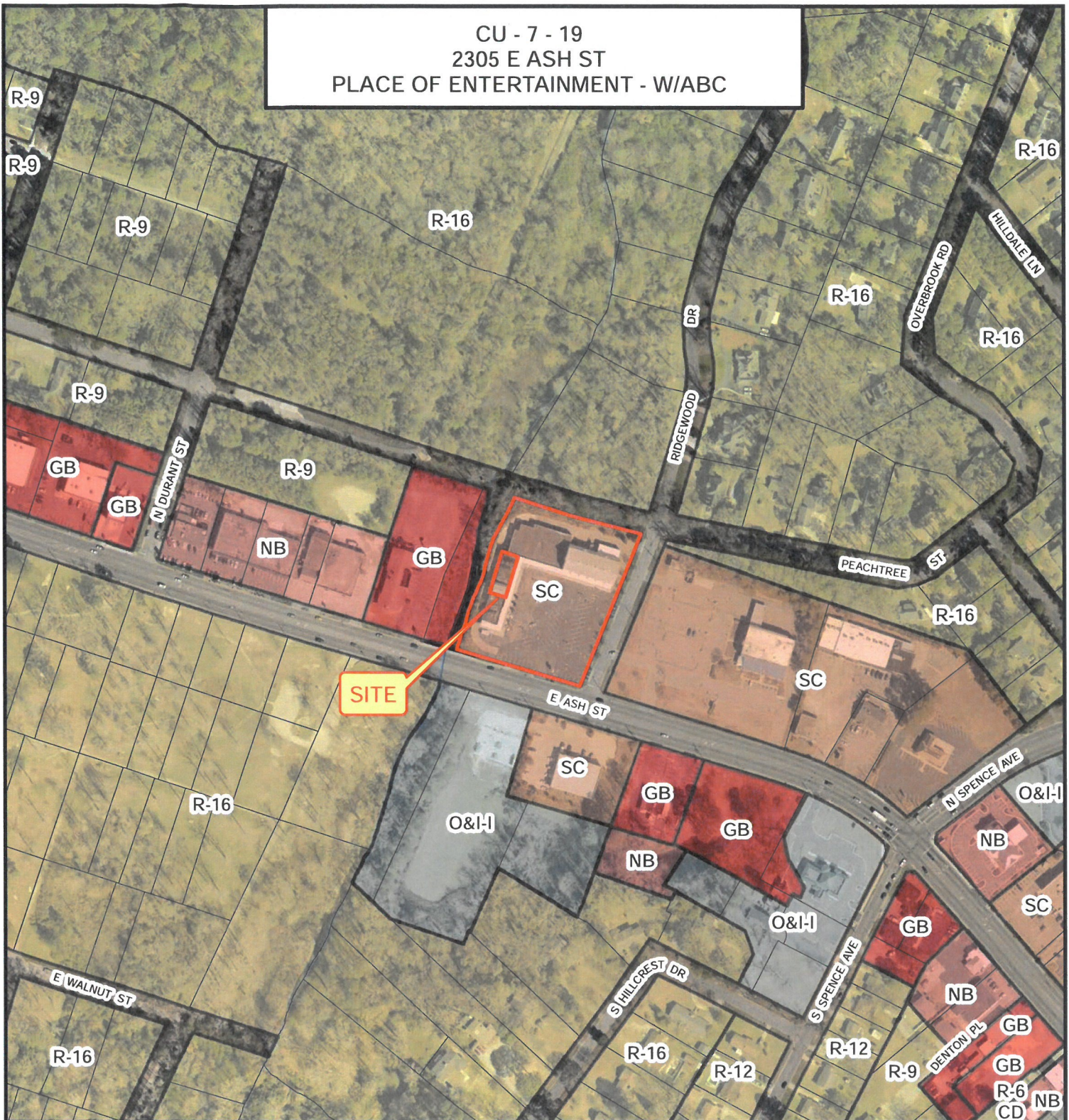
Planning Director

Date: 5/29/19



City Manager

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



CONDITIONAL USE APPLICATION

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

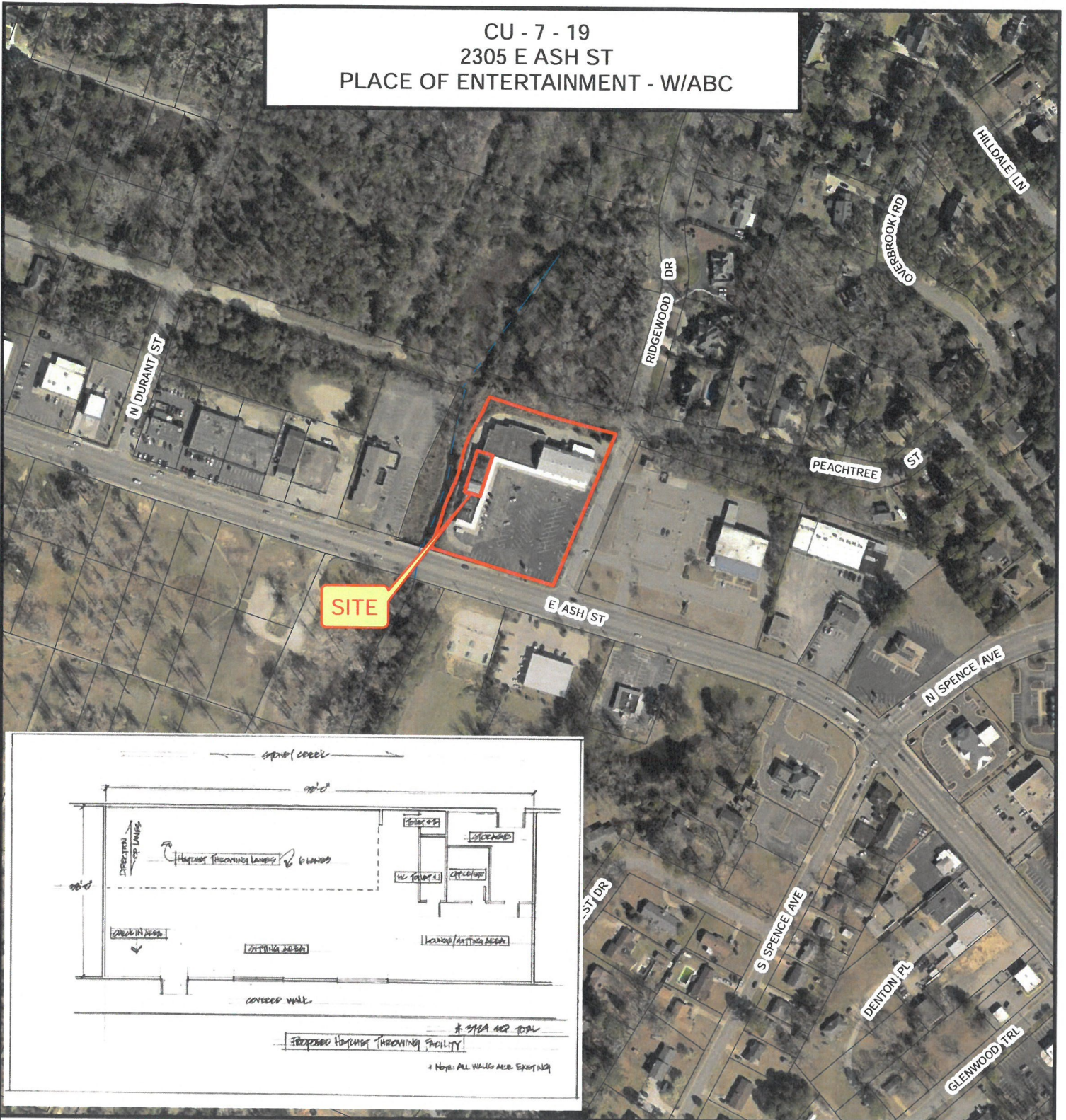
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CU - 7 - 19
2305 E ASH ST
PLACE OF ENTERTAINMENT - W/ABC



CONDITIONAL USE APPLICATION

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

300 150 0 300 Feet



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

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

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

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

FINDINGS OF FACT

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

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

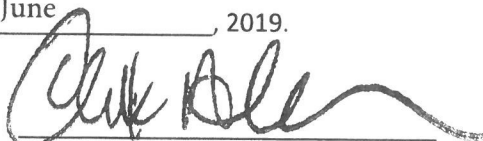
Days/hours of Operation:	Thursdays	6:00pm – 9:00pm
	Fridays	6:00pm – 10:00pm
	Saturdays	4:00pm – 10:00pm

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

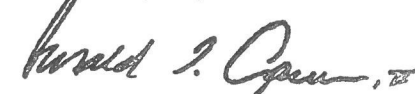
Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied,

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

Thus ordered this 3rd day of June, 2019.



Chuck Allen, Mayor



Ronald T. Lawrence, City Attorney

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

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

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

Frontage: 214.97 ft.
Avg. Depth: 371.95 ft.
Area: 36,968 sq. ft. or 0.849 acres
Zoning: General Industry

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

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

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

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

Hours of Operation:

Monday-Friday: 8:30 am – 11:00 pm
Saturday: 9:00 am – 11:00 pm
Sunday: 10:00 am – 11:00 pm
Employees: 1

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

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

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

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

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

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

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

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

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

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

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

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

Applicant is requesting a modification of the interconnectivity requirement.

Modifications: The applicant is requesting the following modifications.

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

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

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

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

Date: 5/29/19

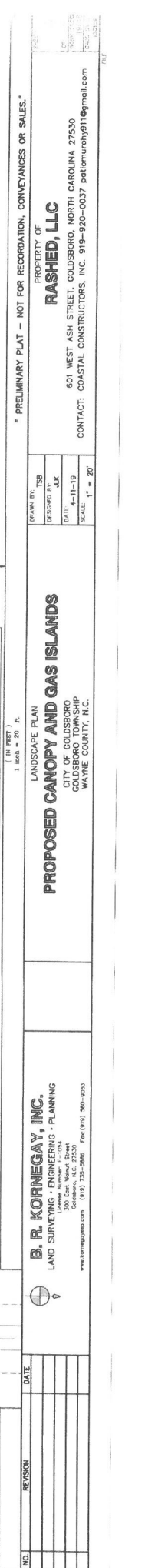

Planning Director

Date: 5/29/19


City Manager

SITE PLAN
RASHED LLC
601 W ASH ST





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Modifications: The applicant is requesting the following modifications.

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

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

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

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

Date: 5/29/19


Planning Director

Date: 5/29/19


City Manager

SITE PLAN
WAYNE COMMUNITY COLLEGE
AUTOMOTIVE & COLLISION REPAIR BLDG.



SITE PLAN APPLICATION

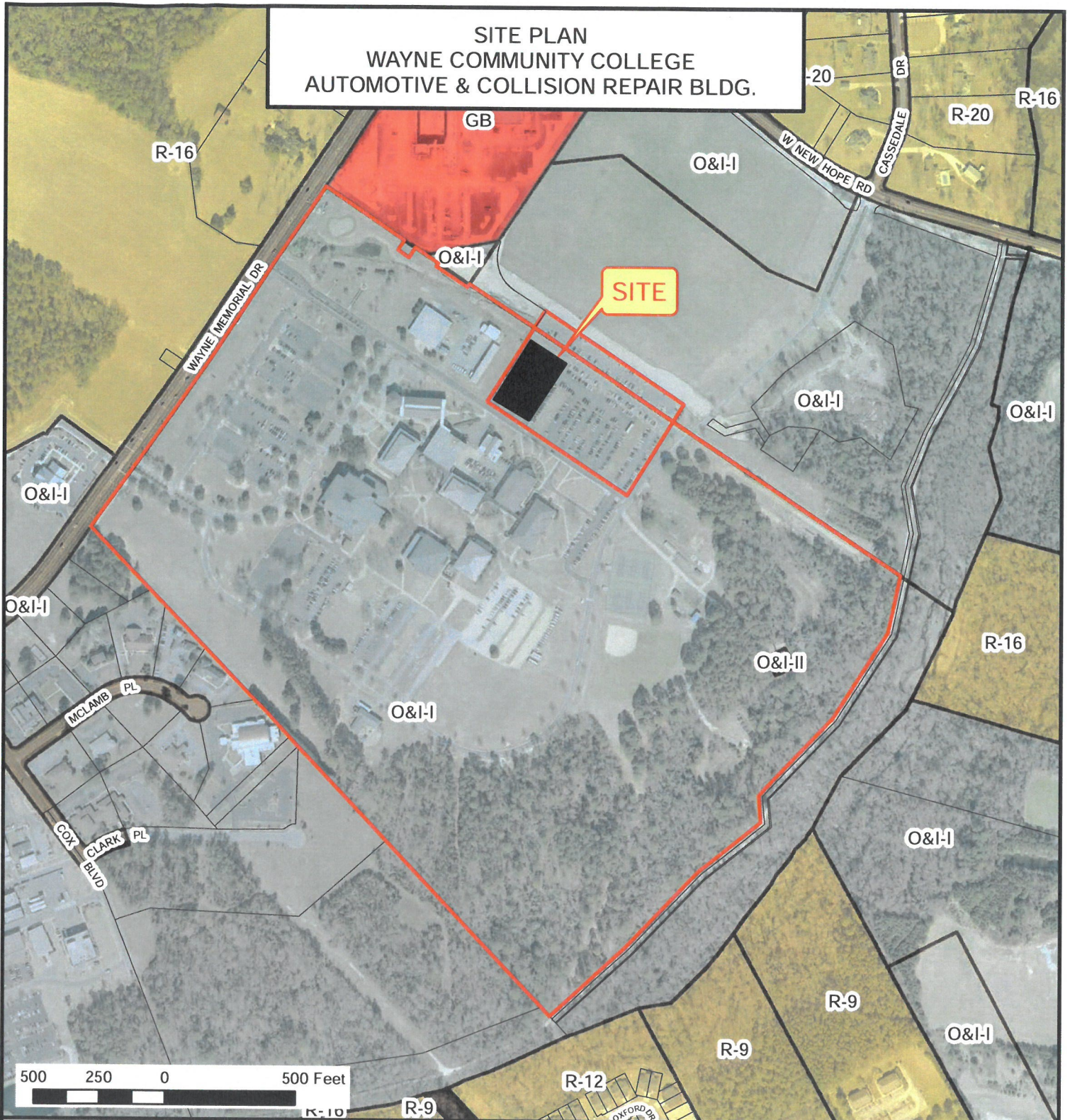
CASE NO: SITE-8-19
REQUEST: Automotive & Collision Repair Bldg.
APPLICANT: Wayne Community College
LOCATION: 3000 Wayne Memorial Drive



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



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



SITE PLAN APPLICATION

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



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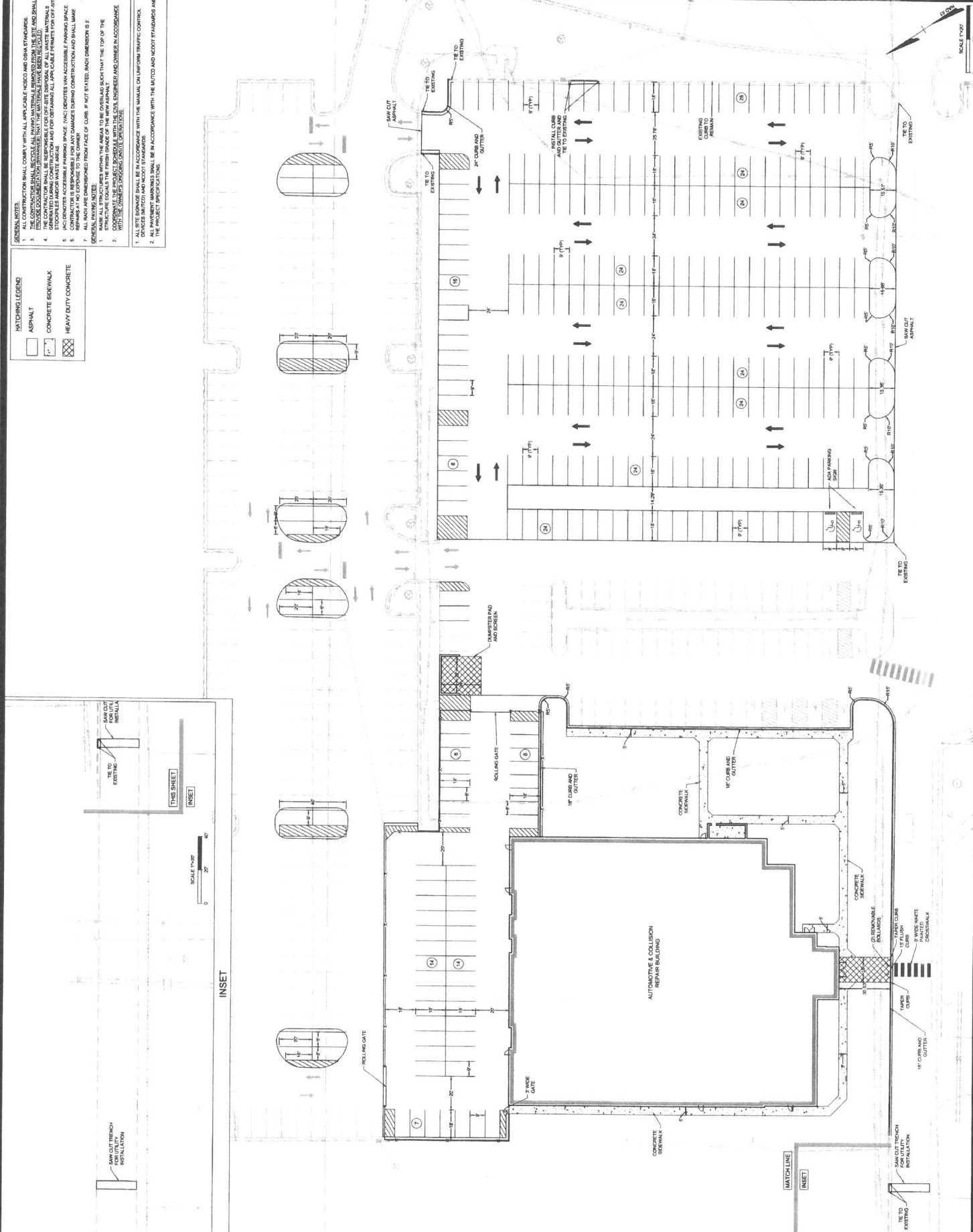
PROJECT NO.	DATE	SUB
1919	08/14/2021	001
REVISION	DATE	DESCRIPTION
1	08/14/2021	ISSUED FOR PERMIT

Automotive & Collision Repair Bldg
Wayne Community College
3000 Wayne Memorial Dr, Goldsboro, NC 27534

THOMPSON GROUP
10000 W. HARRIS RD. SUITE 100
DURHAM, NC 27703
TEL: 919.487.1000
FAX: 919.487.1001
WWW.THOMPSONGROUP.COM

NOT FOR CONSTRUCTION
MOSELEY ARCHITECTS
111 NORTH WEST STREET, SUITE 200, WALKER, NC 27802
PHONE: (919) 460-0081 FAX: (919) 460-0045
WWW.MOSELEYARCHITECTS.COM

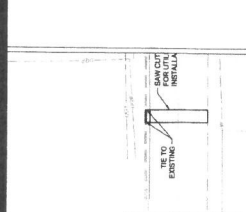
MOSELEY ARCHITECTS



- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSDO AND USMA STANDARDS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL PROVIDE DOCUMENTATION THEREOF TO THE MATERIALS MANAGER.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL WASTE MATERIALS FROM THE SITE AND SHALL PROVIDE DOCUMENTATION THEREOF TO THE MATERIALS MANAGER.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL WASTE MATERIALS FROM THE SITE AND SHALL PROVIDE DOCUMENTATION THEREOF TO THE MATERIALS MANAGER.
- GENERAL EXISTING NOTES:**
1. ALL SITE SURFACES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND NC DOT STANDARDS.
 2. ALL SITE SURFACES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND NC DOT STANDARDS.
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HATCHING LEGEND

[Hatch Pattern]	ASPHALT
[Hatch Pattern]	CONCRETE SIDEWALK
[Hatch Pattern]	HEAVY DUTY CONCRETE



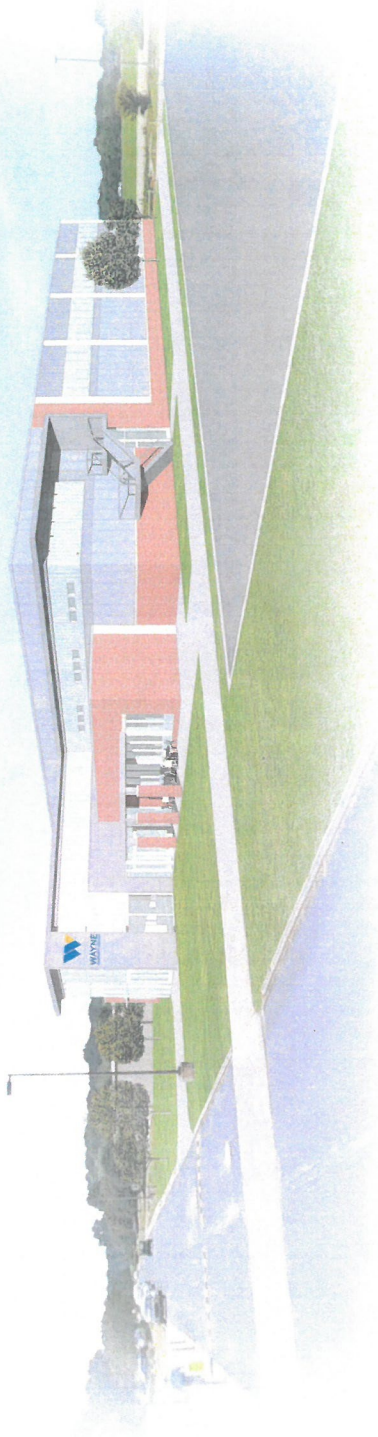
PROJECT NO.	DATE
590323	11/11/19
PROJECT NAME	DESCRIPTION
Wayne Community College	Automotive & Collision Repair Bldg
3000 Wayne Memorial Dr, Goldsboro, NC 27534	

Project No. 590323
Wayne Community College
3000 Wayne Memorial Dr, Goldsboro, NC 27534

Automotive & Collision Repair Bldg

MOSELEYARCHITECTS

MOSELEYARCHITECTS.COM
3000 NORFOLK STREET, RICHMOND, VA 23290
PHONE (804) 796-7965 FAX (804) 355-6900



CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

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

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

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

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

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

Date: 6/3/19



Ron Lawrence, City Attorney

Date: 3 June 2019



Tim Salmon, City Manager

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

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

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

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

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

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

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

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

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

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

Golf cart: A four-wheel vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH (G.S. 20-4.01(12a)). Vehicles resembling golf carts which exceed this speed capacity must be registered with the NC Department of Motor Vehicles, in which case they will essentially be regulated as an automobile, and otherwise such vehicles will not be allowed on public streets.

Operator: Only persons 16 years of age and older holding a valid driver's license may operate a golf cart on roads.

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

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

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

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

(C) Golf carts may cross a road with a posted speed limit greater than 25 mph at a duly erected traffic control signal (such does not include stop signs or yield signs, but is intended that crossing be at duly

erected traffic stoplights/control signals only). However, once this segment of road has been traversed, the golf cart is still required to travel only on or along a roadway with a speed limit of 25 mph or less. Golf carts must cross in a manner that is the most direct route in order to decrease crossing distance, i.e. no riding along a road or crossing at an angle. Under no circumstance is a golf cart allowed to cross a controlled access facility (such as an interstate) other than by means of bridges which cross over or under a controlled access facility.

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

(E) Any person who operates a golf cart must be at least 16 years of age or older. No person may operate a golf cart unless that person is licensed to drive upon the public streets, roads and highways of North Carolina and then, only in accordance with such valid driver's license. Golf cart operators must carry their driver's license on their person at all times while operating a golf cart on public roads.

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

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

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

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

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

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

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

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

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

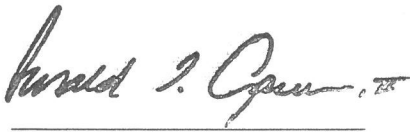
- **76.3 - Enforcement.**

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

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

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
COUNCIL MEETING
JUNE 3, 2019

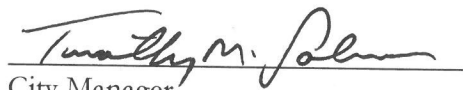
SUBJECT: Adoption of a Resolution in Support Of Senate Bill 377, the Military Base Protection Act

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

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

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

Date: 3 June 2019


City Manager

RESOLUTION NO. 2019-50

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

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

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

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

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

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

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

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

1. We hereby express our support for Senate Bill 377, in protection of North Carolina's military installations.
2. This resolution shall be in full force and effect from and after the 3rd day of June 2019.

Approved as to form only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
COUNCIL MEETING
JUNE 3, 2019

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

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

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

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

Date: 3 June 2019


City Clerk

Date: 3 June 2019


City Manager

ORDINANCE NO. 2019-28

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

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

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

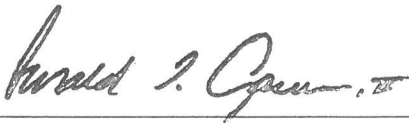
WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on, or make reference to, sections of the North Carolina Code.

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

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

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

Revised

Item

V
Denied

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 3, 2019 COUNCIL MEETING

SUBJECT: Goldsboro-Wayne County Feature Story on Season 3 of the History Channel's Show, "It's How You Get There".

BACKGROUND: On May 13, 2019, the Travel and Tourism Department was contacted by the producers of the History Channel's television show, "It's How You Get There," with an interest to interview us as a potential featured destination for their upcoming "It's How You Get There" third season. "It's How You Get There" is a travel show that sets out to prove that the journey is just as important as the destination. The show follows three friends as they explore unique destinations throughout the country using various modes of exciting transportation, such as trucks, cars, motorcycles, ATVs, boats, jet skis, and air travel. The show is rated #2 on Sunday evening primetime, and the two previous seasons continue to be available to watch via Amazon Prime. The success of season 2 led to reruns on the FYI channels.

To begin thinking through Season 3, the producers took interest in eastern North Carolina because it is an area they have not yet featured. Since Goldsboro is geographically centered in the heart of eastern North Carolina, that realization prompted the producers to contact the Travel & Tourism department to learn more about us and how it may be a fit for Season 3. Upon learning about our attractions, such as Busco Beach, historic downtown, Seymour Johnson AFB tours and the BBQ food scene, the show offered us the opportunity to be featured in Season 3.

To commit to this broad and significant marketing opportunity, featured destination are required to cover a \$40,000 production fee. This includes their expenses from two to three days of filming. Destination, in return, obtain rights to the full episode, all b-roll collected during filming, and the use of logos for the History Channel, FYI, and Amazon Prime.

Deliverables include a brief presentation about the show, value of earned media, and proposed funding options for the \$40,000

production fee. The recommended funding option is to split the fee such as: \$30,000 from the Travel & Tourism Fund Balance, and \$10,000 from the MSD (Downtown) Fund Balance.

RECOMMENDATION: It is recommended that the City Council, by motion:

- 1) Adopt the attached budget ordinance amendment appropriating a total of \$40,000; \$30,000 from the Occupancy Tax Fund and \$10,000 from the Municipal District (Downtown) Fund, and
- 2) Authorize the City Manager to enter into a contract with the History Channel’s show, “It’s How You Get There,” requiring a commitment of \$40,000.00 to fund the production fee needed to be featured on Season 3.

Date: _____
Director of Travel & Tourism

Date: _____
City Manager

ORDINANCE NO. 2019-

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

WHEREAS, the City Council of the City of Goldsboro adopted the FY2018-2019 budget on June 4, 2018 authorizing appropriations for the Downtown District Fund and the Occupancy Tax Fund; and

WHEREAS, amendments by the City Council may become necessary during the year as conditions change; and

WHEREAS, it is necessary to appropriate expenditures to fund a portion of the production cost for television programming to bring national attention to the benefits and amenities of the City and Wayne County. This will be funded with an appropriation of fund balance in the Downtown District Fund and the Occupancy Tax Fund.

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

1. Decreasing the Unappropriated Fund Balance (70-0007-8583) of the Downtown District Fund in the amount of \$10,000.00.
2. Increasing the line item entitled "Advertising" (70-8350-3700) in the amount of \$10,000.00 in the Downtown District organization.
3. Decreasing the Unappropriated Fund Balance (95-0007-8583) of the Occupancy Tax Fund in the amount of \$30,000.00.
4. Increasing the line item entitled "Advertising" (95-9077-3700) in the amount of \$30,000.00 in the Travel & Tourism organization.
5. This Ordinance shall be in full force and effect from and after the _____ day of _____ 2019.

Approved as to form only:

Reviewed by:

City Attorney

City Manager

IT'S HOW YOU GET THERE

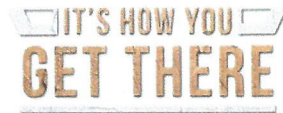


About the show



- History Channel Show
- Rated #1 on Sunday daytime and #2 on evening primetime
- Success of seasons 1 & 2 led to reruns on FYI Channel and Amazon Prime now streams both seasons
- 500,000 views on original airings, and another 325,000-400,000 views on reruns (*Amazon Prime data not released yet*)
- Show appeals to travel, thrill, and transportation enthusiasts by following three friends who travel around the country using exciting modes of transportation that ultimately highlight interesting destinations and “hidden gems”
- Going on third season- season 3 promo: <https://vimeo.com/318085507>

Why Goldsboro?



- Producers haven't explored eastern NC as a fit for their show. On the map, Goldsboro is the geographic heart of ENC, so they gave us a call to learn more about us.
- After learning more about Goldsboro, producers are most interested in the storyline covering daytime activities at Busco Beach & SJAFB tours, and spending leisure time in historic downtown and experiencing our BBQ culture.

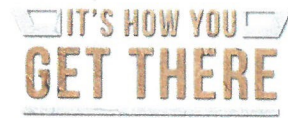
The Opportunity



- Attracts national attention to Goldsboro
- Enhances Goldsboro's image and builds local pride
- Reruns on FYI Channel and streaming on Amazon Prime
- Goldsboro will own rights to the full episode
- Goldsboro will own rights to a b-roll to use for future video creation
- Own rights to use the logos for History Channel, FYI, and Amazon Prime for marketing purposes, such as "As seen on" or "Featured on"



Investment



- Time

Producers will work closely with the City to develop storyline. Phone meetings possible 1-2x/month leading up to filming. Filming lasts 2-3 days bringing in 10-12 people for crew and talent. Filming will occur sometime between June – October.

- Budget

There is a \$40,000 production fee to cover the logistics of film and the right to logos, b-roll, & episode itself.

A look at Charles County, MD's experience:

<https://conduitstreet.mdcounties.org/2018/10/19/charles-county-to-be-featured-on-history-channels-its-how-you-get-there/>

Investment Perspective

Comparing the cost of national exposure



\$402,900

Full Page Ad
for just one month
for just one audience



\$40,000

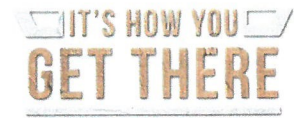
20 minute episode
2 mainstream networks
1 TV streaming service
Rights to b-roll, logos, episode
Potential for reruns on major networks
3 audiences



\$115,000

Average cost for just one
30-sec commercial

Funding Options



Tourism Fund Balance:	\$10,000
Downtown Fund Balance:	\$10,000
City General Fund Balance:	\$20,000
Total:	\$40,000