

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 20, 2019**

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

I. ADOPTION OF THE AGENDA

II. WORK SESSION-3:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206

i. BUDGET WORK SESSION

ii. OLD BUSINESS

- a. Golf Cart Discussion (City Attorney)
- b. Code of Ethics Discussion (City Attorney)
- c. Bus Shelters Pricing Discussion (Assistant City Manager)
- d. Dillard Middle Track (Parks and Recreation)
- e. Keys to Healing Donation Request (Mayor)
- f. Discussion Items (Councilmember Foster)
 - i. Discuss the scheduling of a hearing by City Council of the Disclosure Statements complaint that was filed against Mayor Allen
 - ii. Summer feeding program locations
 - iii. Mayor Allen's reading program and funding for the program

iii. NEW BUSINESS

- g. Boards and Commissions Discussion (City Clerk)

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

Invocation (Archbishop Anthony Slater, Tehillah Church Ministries)

Pledge to the Flag

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A.1 Minutes of Special Called Meeting March 20, 2019 9 am-**Page 3**
- A.2 Minutes of Special Called Meeting March 20, 2019 2 pm-**Page 4**
- A.3 Minutes of Special Called Meeting March 22, 2019 9 am-**Page 5**
- A.4 Minutes of Special Called Meeting March 22, 2019 2 pm-**Page 6**
- A.5 Recessed Meeting Minutes of March 25, 2019-**Page 7**
- A.6 Minutes of the Work Session and Regular Meeting of April 1, 2019-**Page 8**

VI. PRESENTATIONS

Proclamation - Military Appreciation Month

VII. PUBLIC HEARINGS (*Motion/Second)

- B. CU-6-19 (Penske) Subject property located on the North side of West Grantham Street, between Hargrove and Nevels Street (Planning)-**Page 27**

- C. CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive (Planning)-**Page 33**
- D. 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)-**Page 37**
- PLANNING COMMISSION EXCUSED**

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

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

- E. Award contract for audit services for fiscal year ending June 30, 2019 to Dixon Hughes Goodman, LLP (Finance)-**Page 42**
- F. Appointment of Deputy Finance Officer, Andrea Thompson (Finance)-**Page 89**
- G. Establishing a Capital Projects Fund Ordinance – Tiger VIII Grant Projects (G1103) (Finance)-**Page 91**

Deferred for 2 wks H. Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project (Public Utilities)-**Page 93** **New Contract Revd*

- I. Bid Award for Stoney Creek Park Greenway Paving (Parks and Recreation)-**Page 112**
- J. Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan (Formal Bid #2019-002) (Downtown Development)-**Page 115**
- K. Departmental Monthly Reports-**Page 146** *GA / BB 5:2 AW BF*

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

- L. Authorization of sale of substandard lots to adjacent property owners under Session Law 2004-94 (Senate Bill 1370) (Finance)-**Page 164** *AW / BB accept*
- M. Authorization of sale of real property under G.S. §160A-266, § 160A-269 (Upset bid process), and §160A-279 (Sale of property to entities carrying out a public purpose) (Finance)-**Page 186** *BB / PH accept*

XI. CITY MANAGER'S REPORT

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XIII. CLOSED SESSION

XIV. ADJOURN

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

CU-6-19 – (Penske) Subject property is located on the north side of West Grantham Street, 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-Sunday: 6am-12pm

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.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

Date: 5/13/19

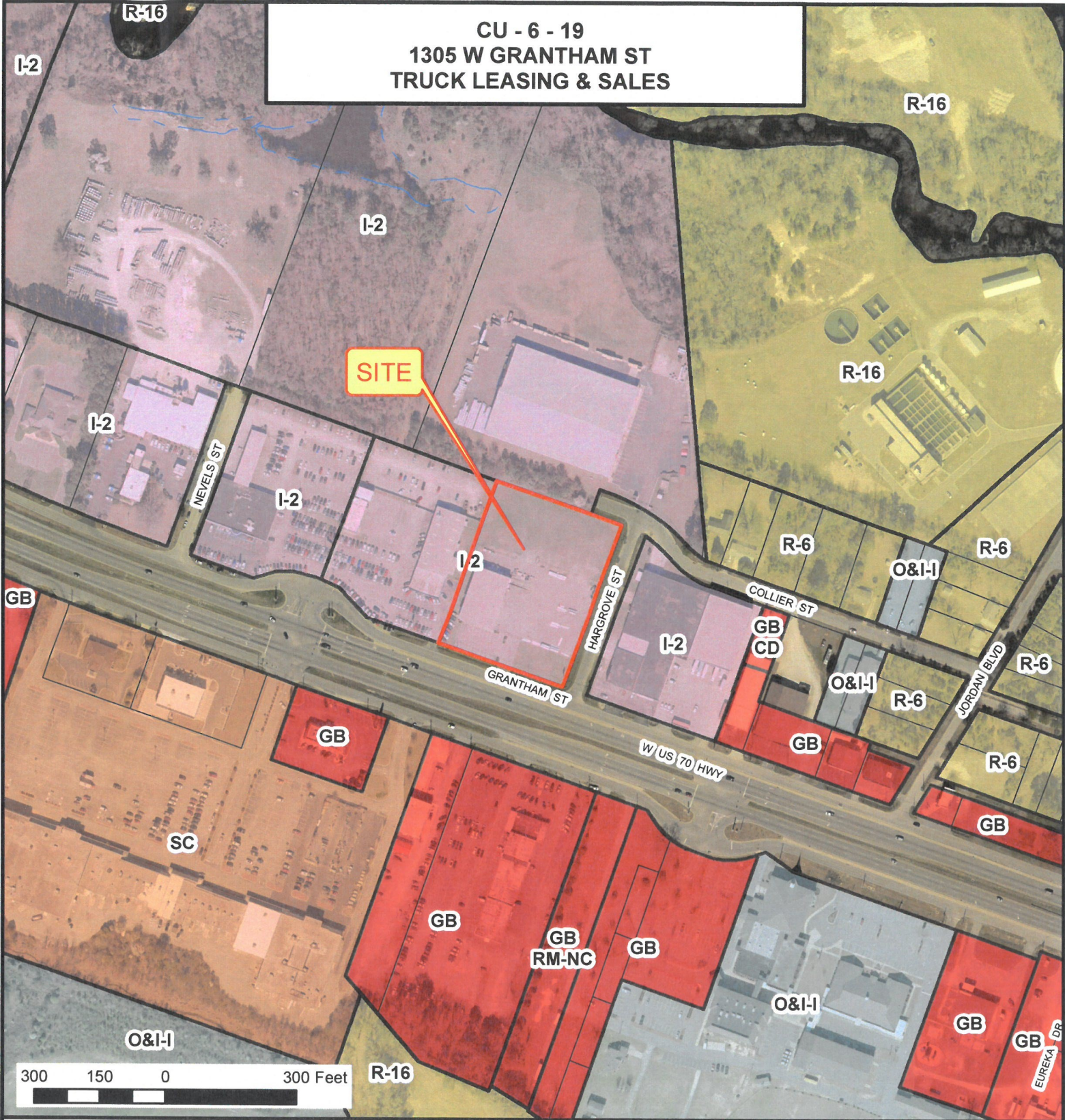


Planning Director

Date: 5/14/19



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

GOLDSBORO
BE MORE DO MORE SEYMOUR

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



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



MODIFICATIONS

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



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LOCATION MAP
 PROPERTY ZONED - R-2 (RESIDENTIAL DISTRICT) (2-3) (CITY OF GOLDSBORO)
 NEED CONFORMANCE FOR TRUCK SALES
 FROM 1/2" = 1' SCALE
 FROM 1/4" = 1' SCALE
 FROM 1/8" = 1' SCALE
 FROM 1/16" = 1' SCALE
 FROM 1/32" = 1' SCALE
 FROM 1/64" = 1' SCALE
 FROM 1/128" = 1' SCALE
 FROM 1/256" = 1' SCALE
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**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

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.

Employees: 1-2

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.

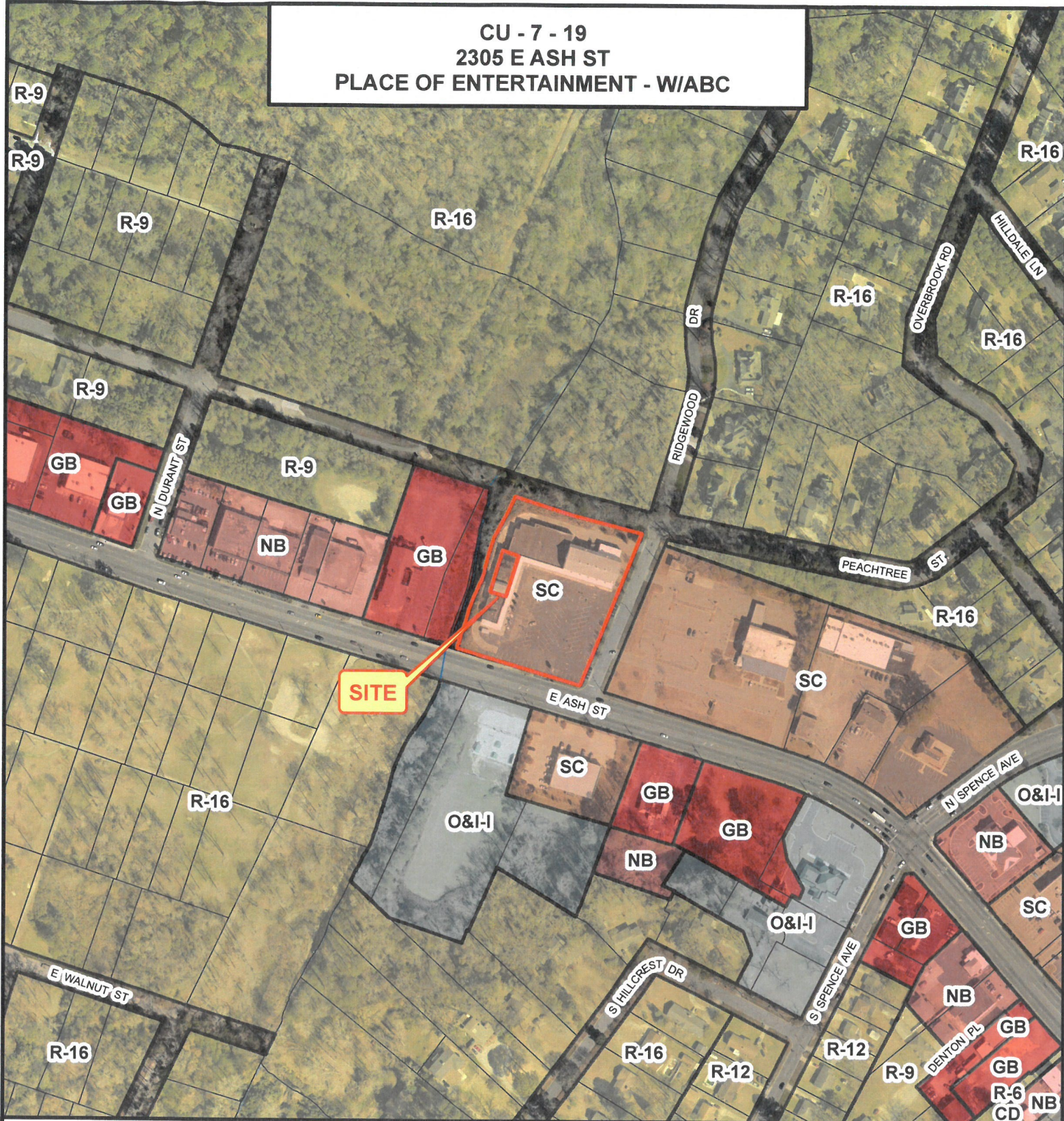
Date: 5-13-19

Date: 5/14/19



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

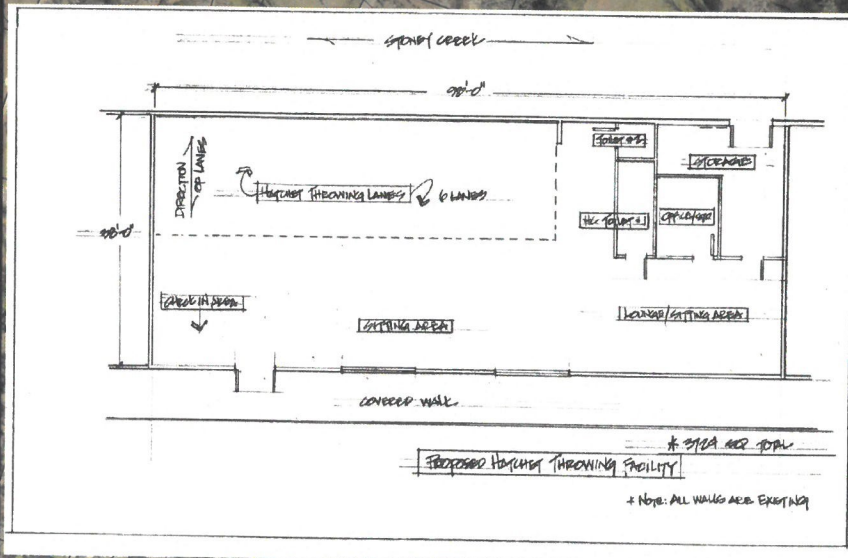
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GOLDSBORO
BE MORE DO MORE SEYMOUR

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



City of Goldsboro
Site Plan Approval

City Clerk

Date

City Engineer

Date

Planning Director

Date

Owner

Date

CONDITIONAL USE APPLICATION

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

Thursday 6:00 - 9:00 pm; Friday 6:00 - 10 pm
Saturday 4:00 - 10 pm

NUMBER OF EMPLOYEES: 1 - 2

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING**

SUBJECT: PUBLIC HEARING

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.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

Date: 05/13/19



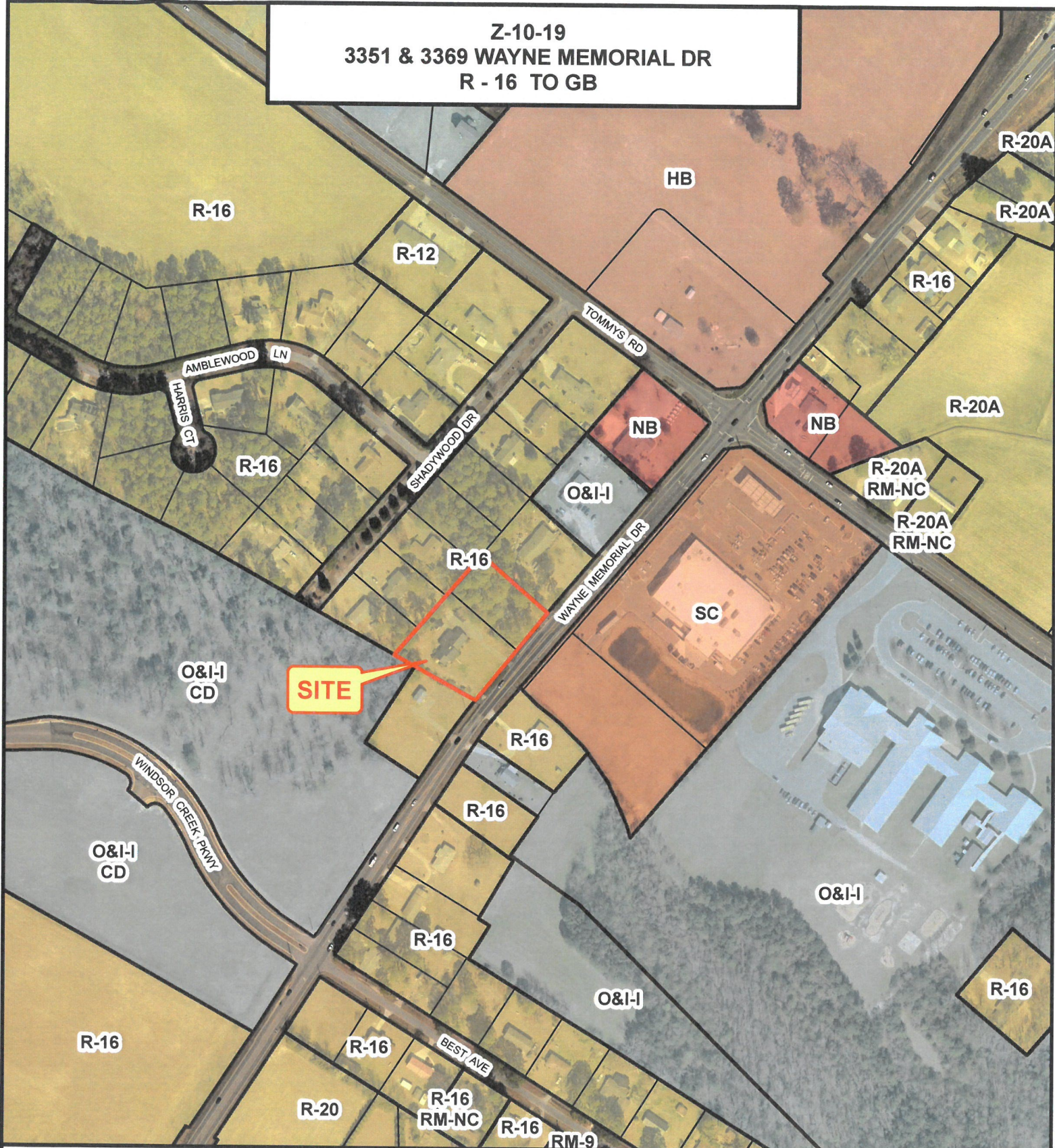
Planning Director

Date: 5/14/19



City Manager

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



REZONING REQUEST - EXISTING ZONING

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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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

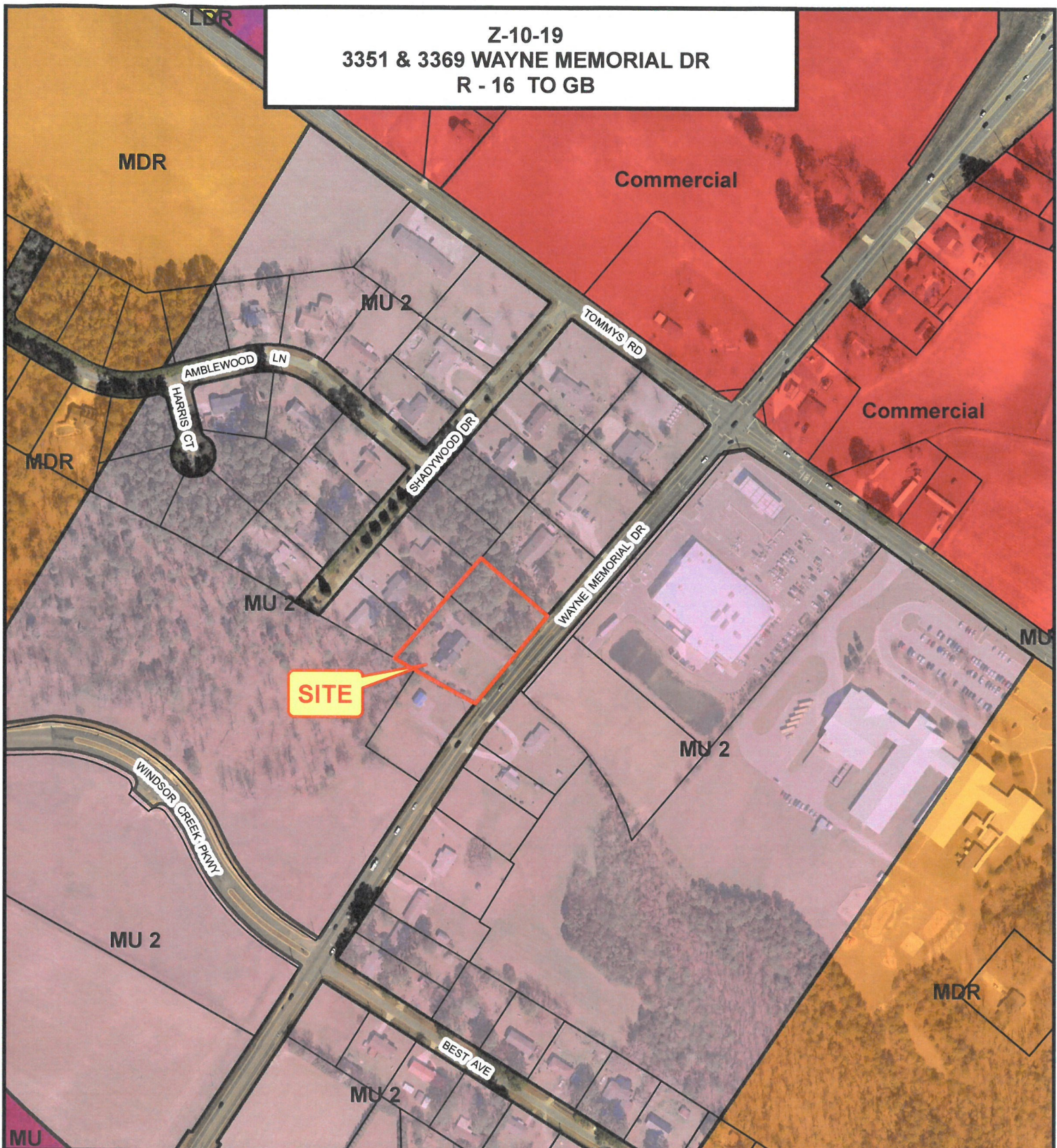
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GOLDSBORO
BE MORE DO MORE SEYMOUR

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



REZONING REQUEST - PROPOSED ZONING

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Award contract for audit services for fiscal year ending June 30, 2019 to Dixon Hughes Goodman LLP.

BACKGROUND: G.S. §159-34, Annual independent audit, requires each local government to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant. The auditor shall be selected by, and shall report directly to the governing board. The current audit firm is Carr, Riggs & Ingram, CPAs (formerly Pittard, Perry and Crone, CPAs) and they have audited the accounts for the City of Goldsboro for over 20 years.

DISCUSSION: In discussions with Ms. Kaye Scott, Finance Director (retired), it was determined to be in the City's best interest to seek a Request for Qualifications and a Request for Proposal for audit services for the fiscal year ending June 30, 2019 with additional pricing for the following 3 years. Staff has reviewed the 6 proposals submitted, and conducted a review of qualifications and pricing and we are pleased to recommend Dixon, Hughes, Goodman, LLP for the fiscal year 2019 audit.

The cost of the audit is proposed as follows:

Fy2019	\$52,000
Fy2020	\$53,200
Fy2021	\$54,500
Fy2022	\$55,800

The fees for the audit have been budgeted at \$54,000 for the upcoming budget. Only the current year (2019) contract amount is binding upon the Council. The contract for services will be brought before the Council each year for approval.

Dixon, Hughes, Goodman, LLP (the firm) is active and in good standing with the North Carolina State Board of Certified Public Accountant Examiners. The partner in charge, John Frank, CPA, is also in active good standing with the same as a Certified Public Accountant. They have a current peer review and have provided insurance information, Form W9 and e-verify compliance.

Based on the outstanding qualifications and references of the firm, their past relevant governmental and specifically local government experience, and their proposed audit program and approach, we feel that they will competently fulfill the engagement.

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

1. Adopt attached resolution authorizing the award for contract for audit services for fiscal year ending June 30, 2019 to Dixon, Hughes, Goodman, LLP.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019- 35

RESOLUTION APPROVING DIXON HUGHES GOODMAN LLP AS OFFICIAL AUDITOR
OF THE CITY'S ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2019

WHEREAS, North Carolina General Statute §159-34, annual independent audit, requires each local government to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant; and

WHEREAS, it is the duty of the Council to select an auditor, and approve the Mayor and Finance Officer to enter into a contract for the audit of the City accounts for the fiscal year ending; and

WHEREAS, City staff conducted a competitive request for qualifications and request for proposal process and it has been determined that Dixon Hughes Goodman LLP to be the top scoring firm with the required qualifications needed to conduct the City's audit of accounts in a competent and thorough manner; and

WHEREAS, both the firm, Dixon Hughes Goodman LLP, and the partner in charge, John Frank, CPA, are both in good standing with the North Carolina Board of Certified Public Accountant Examiners; and

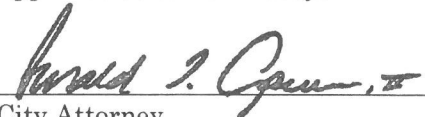
WHEREAS, City staff recommends that the contract to audit the accounts of the City of Goldsboro for the fiscal year ending June 30, 2019 be awarded to Dixon Hughes Goodman LLP.

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

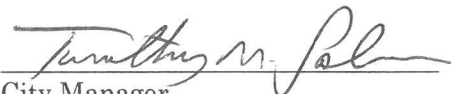
1. Dixon Hughes Goodman LLP is hereby selected as the auditor for the City of Goldsboro for the fiscal year ending, June 30, 2019.
2. The Mayor and Finance Director and other staff as required are authorized to execute the necessary documents and contracts for the audit of the City accounts.

This Resolution is effective upon its adoption this 20th day of May, 2019.

Approved as to Form Only:


City Attorney

Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Appointment of Deputy Finance Officer, Andrea Thompson

BACKGROUND: G.S. §159-28, the preaudit statute, requires that the Finance Officer or duly appointed Deputy Finance Officer to ensure that sufficient budget exists before authorizing an expenditure, moneys are appropriated to pay amounts due in the fiscal year, encumber contracts against appropriations, and affix a preaudit certificate to purchase orders and agreements.

The Charter for the City of Goldsboro authorizes the City Manager to appoint the Finance Director. General Statute however, requires that a Deputy Finance Officer must be appointed by the Board.

DISCUSSION: With the recent retirement of Ms. Kaye Scott, Finance Director, and Ms. Kim Dawson, Assistant Finance Director, it is necessary to appoint a Deputy Finance Officer for the City to act if the Finance Director is unavailable.

Ms. Andrea Lovelace Thompson has filled Ms. Dawson's position effective February 25, 2019. Ms. Thompson has over 25 years of experience in governmental accounting and has Masters Degree in Business Administration and a Bachelors Degree in Accounting.

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

1. Adopt attached resolution authorizing the appointment of Andrea Lovelace Thompson as the Deputy Finance Officer.

Date: 5/13/2019



Catherine F. Gwynn, Finance Director

Date: 5/14/2019



Tim Salmon, City Manager

RESOLUTION NO. 2019- 36

RESOLUTION NAMING ANDREA LOVELACE THOMPSON
AS DEPUTY FINANCE OFFICER

WHEREAS, North Carolina General Statute §159-24 specifies and directs that each local government shall appoint a Finance Officer to hold office and carry out the duties prescribed by law; and

WHEREAS, Charter for the City of Goldsboro provides for the appointment of the Finance Director by the City Manager; and

WHEREAS, Catherine F. Gwynn has so been designated Finance Director effective January 30, 2019; and

WHEREAS, Council wishes to ensure the continuity and continuation of financial operations and adhere to requirements General Statute §159-24 in the absence or disability of the Finance Officer; and

WHEREAS, North Carolina General Statute §159-28 requires that a Deputy Finance Officer designated for the purpose of signing the pre-audit certificate, must be so approved and designated by resolution of the Board, and

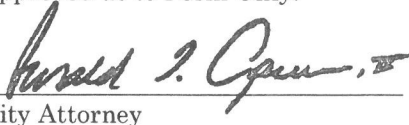
WHEREAS, the City Council is of the opinion that Andrea Lovelace Thompson possesses the requisite knowledge, experience and qualifications to serve as the Deputy Finance Officer for the City of Goldsboro.

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

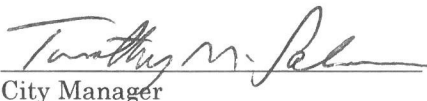
1. Andrea Lovelace Thompson is hereby appointed as the Deputy Finance Officer with the full power and authority to act in the place and stead of the Finance Officer in the event of absence or disability of the appointed Finance Officer.
2. Any past resolution appointing a Deputy Finance Officer is hereby repealed.

This Resolution is effective upon its adoption this ^{20th} day of May, 2019.

Approved as to Form Only:


City Attorney

Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING

SUBJECT: Establishing a Capital Projects Fund Ordinance – Tiger VIII Grant Projects (G1103)

BACKGROUND: The City of Goldsboro will receive grant funding through the Transportation Investment Generating Economic Recovery Grant Program (TIGER). The City will receive the \$5,000,000 award to support the following projects:

- 1) Center Street Streetscape Project
- 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse
- 3) The HUB (Formerly known as Cornerstone Commons)
- 4) Wayfinding Signage System Fabrication & Installation

The City has committed to match 20%, which is \$1,755,751. We are working on a loan in the amount of \$1,500,000 to fund the City's share and a cash match of \$275,751.

The City last adopted the TIGER V Capital Project Fund in August, 2014 for a \$10,000,000 grant award with a \$4,615,785 local match for a total project of \$14,615,785.

DISCUSSION: The executed agreement has been received by the City. The City must begin construction work prior to May 31, 2019 in order to meet required milestones in the grant agreement. The budget ordinance is presented so that appropriations exist and contracts may then be let.

RECOMMENDATION: It is recommended that the attached Capital Projects Fund Ordinance be established in the amount of \$6,755,751.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

AN ORDINANCE ESTABLISHING THE CAPITAL PROJECTS FUND FOR THE
FY2016 TIGER DISCRETIONARY GRANT CAPITAL PROJECT FUND (G1103)

WHEREAS, the City of Goldsboro desires to provide for the welfare of its citizens, businesses and visitors by encouraging economic development by private investment; and

WHEREAS, it is necessary to fulfill this purpose by providing capital investments in surface transportation and infrastructure that will have a significant impact on Goldsboro, Wayne County and the surrounding region; and

WHEREAS, the City of Goldsboro has applied for and been awarded a 2016 TIGER Discretionary Grant (award number 7244-2017-1) in the amount of \$5,000,000 from the US Department of Administration Federal Transit Administration (FTA) to carry out the project described in the technical application titled "Goldsboro Main Street™ Revitalization Through Transportation Investment II"; and

WHEREAS, the City of Goldsboro has received the signed and executed grant agreement with the USDOT and must commence work on the project no later than May, 31, 2019; and

WHEREAS, the City of Goldsboro Statement of Work shall generally cover four major projects. 1) Center Street Streetscape; 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse (GWTA Concourse Construction; 3) The HUB (formerly known as Cornerstone Commons); 4) Wayfinding Signage System Fabrication & Installation; and

WHEREAS, it is necessary to appropriate the funds for these projects for design and construction expenditures, and costs of debt issuance so that contracts may be let and the City may begin fulfilling the terms of the grant; and

WHEREAS, the expenditures will be funded with revenues from a federal grant and the City's required 20% local match will be funded with debt proceeds and a transfer from the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the FY2016 TIGER Discretionary Grant Capital Project Fund (G1103) be established by:

1. Establishing the anticipated revenues:

Federal Award	\$5,000,000
Loan Proceeds	1,500,000
Transfer General Fund	<u>275,751</u>
Total Revenues	\$6,775,751

2. Establishing the anticipated expenditure:

Construction and Design	\$6,755,751
Debt Issuance Costs	<u>20,000</u>
Total Expenditures	\$6,775,751

3. This Ordinance shall be in full force and effect from and after this 20th day of May, 2019.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019

Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corps of Engineers for the Neuse Goldsboro CAP Section 1135 Project.

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 Goldsboro CAP Section 1135 Project.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: _____

Timothy M. Salmon, City Manager

Deferred for
2 wks - new contract
recvd @ 4pm on
Monday before mtg

RESOLUTION NO. 2019-

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

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 Goldsboro CAP Section 1135 Project.
2. This Resolution shall be in full force and effect from and after this 20th day of May, 2019.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

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

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer and the City of Goldsboro, NC (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the construction of a new weir at elevation 58 feet at North American Vertical Datum 88, as generally described in the Final Detailed Project Report and Environmental Assessment, Neuse River-Goldsboro Section 1135 Project Modification for Improvement of the Environment, dated May, 2018 and approved by the Division Commander on May 4, 2018 (hereinafter the "Decision Document").

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

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

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

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

F. The term "cost shared monitoring" means those activities, including the collection and analysis of data, for a period not to exceed 10 years, that the Government identifies as necessary to determine if predicted outputs of the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Decision Document. The term does not

include monitoring after the Division Commander has determined that ecological success has been achieved or monitoring beyond the 10-year period, with any such monitoring the responsibility of the Non-Federal Sponsor, at no cost to the Government.

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

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

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

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

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

ARTICLE II - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

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

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

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

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

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

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

I. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations,

including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

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

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

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

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

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

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

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

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

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

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the

Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. Further, the Government shall perform, or ensure performance of, such investigations on lands that are owned by the United States and administered by the Government.

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

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

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

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

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

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

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

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

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

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

1. Real Property Interests.

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

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

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-

Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

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

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

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

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

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

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

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

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

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

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

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

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the

Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

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

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

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

ARTICLE VI – PAYMENT OF FUNDS

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

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

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

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

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

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

cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE VIII - HOLD AND SAVE

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

ARTICLE IX - DISPUTE RESOLUTION

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

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

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

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

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

ARTICLE XI - RELATIONSHIP OF PARTIES

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

ARTICLE XII - NOTICES

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

If to the Non-Federal Sponsor:

City Manager
PO Drawer A
Goldsboro, NC 27533

If to the Government:

District Commander
Wilmington District
69 Darlington Avenue
Wilmington, NC 28403

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

ARTICLE XIII - CONFIDENTIALITY

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

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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

ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

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

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

DEPARTMENT OF THE ARMY

CITY OF GOLDSBORO, NC

BY: _____
Robert J Clark
Colonel, US Army
District Commander

BY: _____
Chuck Allen
Mayor

DATE: _____

DATE: _____

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019**

SUBJECT: Bid Award for Stoney Creek Park Greenway Paving

BACKGROUND: The City of Goldsboro was awarded a GoWayneGo Grant for \$40,000. The City of Goldsboro matched the grant with \$40,000. The combined \$80,000 is to be used for paving Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track.

The City of Goldsboro requested informal bids for the Stoney Creek Park Greenway project.

The scope of the project included:

- Option 1 – paving a 10' wide greenway trail with an asphalt surface or
- Option 2 – paving an 8' wide greenway trail with an asphalt surface

DISCUSSION: On April 30, 2019, the informal bids were opened with Asphalt Services of Goldsboro, LLC being low bidder. Parks and Recreation staff reviewed each bid proposal and recommend Asphalt Services of Goldsboro, LLC for Option 1. Funding is available to cover the total bid amount of \$38,600. Bid tabulation is attached.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$38,600 with Asphalt Services of Goldsboro, LLC to construct greenway trail in Stoney Creek Park.

Date: _____

Interim Parks and Recreation Director

Date: _____

City Manager



IFB2019-005

STONE CREEK PARK GREENWAY CONSTRUCTION

Bid Opening: April 30, 2019 @ 10:00 AM

	Asphalt Services of Goldsboro, LLC. 1635 Pikeville Princeton Road Pikeville, NC 27863	FSC II, dba Fred Smith Company 701 Corporate Center Drive, Suite 101 Raleigh, NC 27607
OPTION 1	\$38,600.00	\$60,226.00
OPTION 2	\$33,750.00	\$54,238.00

RESOLUTION NO. 2019- 37

A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE
CONTRACT WITH ASPHALT SERVICES OF GOLDSBORO, LLC FOR
GREENWAY TRAIL CONSTRUCTION IN STONEY CREEK PARK

WHEREAS, the City of Goldsboro was awarded a \$40,000 grant from GoWayneGo; and

WHEREAS, this will help fund the Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track projects; and

WHEREAS, the GoWayneGo Grant funding will be \$40,000 with the City of Goldsboro matching \$40,000; and

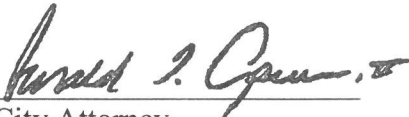
WHEREAS, the City of Goldsboro requested bids for constructing the greenway trail in Stoney Creek Park; and

WHEREAS, the low bidder was from Asphalt Services of Goldsboro, LLC in the amount of \$38,600; and

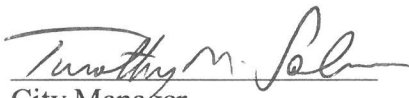
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. The Mayor and City Clerk is hereby authorized to enter into a contract with Asphalt Services of Goldsboro, LLC in the amount of \$38,600.
2. This resolution shall be in full force and effect from and after the 20th day of May 2019.

Approved as to form only:


City Attorney

Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 20, 2019 COUNCIL MEETING

- SUBJECT:** Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan (Formal Bid #2019-002).
- 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.
- The TIGER VIII grant agreement was authorized by the City Council to execute with USDOT at the April 1, 2019 City Council meeting. In that agreement, it stated a start time of May 2019 for the Wayfinding Project and a completion date of March 2020. Furthermore, it budgeted \$450,000 of the total grant project budget to the Wayfinding Project; 80% (\$360,000) of which is to be funded by USDOT through reimbursement and 20% (\$90,000) is to be funded by the City.
- The Downtown Development Department advertised a Request For Qualifications document on August 8, 2018 via multiple venues, including North Carolina's Interactive Purchasing System, Goldsboro News Argus, Greater Diversity News, and Que Pasa Media to solicit interested companies. We received nine (9) responses. A review committee consisting of Jennifer Collins, Ashlin Glatthar, Octavius Murphy and Julie Metz met August 30th to review the proposals. Review criteria included: Adherence to Required Proposal Content Requirements, Quality of Similar Project Examples, Quality of Proposed Scope, Schedule & Application, References, Experience Working with NCDOT Rights-Of-Way, Experience Working with the Federal Transit Administration's Buy America Policy, Demonstrated Ability to Maintain Budget & Schedules and Other Factors, including DBE, Proximity, Ability to Work Through Problems and Quality of Package. The following is a list of the companies that responded with location and the consensus score given after final review:
1. ColorAd from VA: 390.63
 2. SignArt (AKA Lockwood Identity, Inc.) from NC (Charlotte): 390
 3. Signs Etc. from NC (Charlotte): 385.63
 4. ACSM from NC (Charlotte): 381.56
 5. Don Bell from FL: 341.25
 6. Canam from GA: 255.63
 7. Allied Signs from NJ: 245.63

8. RiteLite from NC (Concord): 218.75
9. Graphic House from WI: 0

Upon research of references, the City invited the top five companies to bid on March 8, 2019. Bids were due April 2, 2019.

The City held the bid opening and received bids from Lockwood Identity, Inc. d/b/a SignArt, Signs Etc., and Color Ad, Inc. The lowest responsible bid was from SignArt with a bid of \$281,578.75.

DISCUSSION:

The Finance Department prepared a capital budget ordinance amendment to appropriate the TIGER VIII grant project funds which include this this project. This is an eligible cost and use of the TIGER VIII grant funds and staff included our required match in the 2019-20 Budget.

Upon approval to proceed with Lockwood Identity, Inc. d/b/a SignArt, followed by the execution of the contract, work to begin fabricating the signs will commence in June.

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the Mayor and City Clerk to execute contracts in the amount of \$281,578.75 with Lockwood Identity, Inc. d/b/a SignArt for the Wayfinding Signage Fabrication & Installation project as part of the USDOT TIGER VIII grant.

Date: _____
Julie Metz, Downtown Development Director

Date: _____
Tim Salmon, City Manager

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

AGREEMENT FOR SERVICES

WITH CITY OF GOLDSBORO

FOR A "FIXED FEE" CONTRACT

THIS AGREEMENT, made and entered into this 20th day of May 2019, by and between the City of Goldsboro (Owner), and Lockwood Identity, Inc. d/b/a SignArt (Contractor), a North Carolina Company located in Charlotte, North Carolina.

WITNESSETH:

WHEREAS, the City of Goldsboro requested professional Wayfinding Signage Fabrication & Installation Services to create various styles of predesigned wayfinding signs and to install them per a prepared placement plan; and

WHEREAS, Lockwood Identity, Inc. d/b/a SignArt submitted a response to the City's Request for Qualifications issued on August 27, 2018 and was shortlisted to be invited to bid in response to the Invitation to Bid issued March 8, 2019; and

WHEREAS, Lockwood Identity, Inc. d/b/a SignArt submitted a bid that was deemed by the City of Goldsboro to be both a responsible bid and the lowest bid; and

WHEREAS, The City of Goldsboro and Lockwood Identity, Inc. d/b/a SignArt desire to memorialize Lockwood Identity, Inc. d/b/a SignArt's proposal and award of a contract; and

WHEREAS, It was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Owner, evidencing the terms of said award and that the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the City of Goldsboro, and shall fully complete all work by March 31, 2020.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH that the Contractor doth hereby covenant and agree with the City of Goldsboro, that Contractor will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in said specifications and in accordance with the plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named in the amount of Two Hundred Eighty One Thousand, Five Hundred Seventy Eight Dollars And Seventy Five Cents (\$281,578.75) as detailed within the Proposal Response attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon Contractor by said plans and specifications or the terms of said award.

1. **Davis-Bacon & Related Acts:** The Contractor shall comply with all provisions contained within the Davis-Bacon and Related Acts with respect to the payment of prevailing wage rates and fringe benefits, recordkeeping, and any other provisions contained therein as administered and enforced by the United States Department of Labor and as more particularly detailed in the attached documents.
2. **Buy America:** The Contractor shall comply with all provisions of 49 CFR Part 661 entitled "Buy America Requirements" and submit all necessary documentation as more particularly detailed in the attached documents.
3. **Minority Business Participation:** The Contractor shall comply with all provisions of North Carolina General Statutes 143-128.2(c) and all applicable Federal regulations relative to identification of Minority Business Participation and submit all necessary and pertinent documentation as detailed in the attached documents.

4. **Compensation and Progress Payments:** Unless otherwise agreed, payments for Work shall be made monthly upon invoice for work completed within the period. Final payment, plus a 10% retainer, will be held until final inspection by the Owner finds the work to be satisfactory. The Owner has 30 days to issue payment upon receipt of monthly invoices. The Owner has 30 days to complete final inspection of work that may, or may not, prompt final close-out payment. The total limit for payment is \$281,578.75 unless Owner agreed upon change orders necessitate differently.
5. **Contractor Responsibility for Payments:** The Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.
6. **Sales Tax Certification:** The Contractor is required to submit Sales Tax Certifications with payment applications include provision of a signed and notarized sales tax form. A sample will be provided by the Owner to the Contractor upon notice to proceed. Contractor is to keep copies of paid invoices supporting the sales tax certification forms for a minimum of three years after the close out of the project.
7. **Change Orders:** Change Orders for work associated with the completion of the Contract Work shall be submitted by the Contractor in writing. Such Change Orders are subject to review and approval by the City of Goldsboro and additional payment negotiated at a rate which is acceptable to both the Contractor and the Owner.
8. **Property Damages:** The Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedure of said work or that may be caused by or result from the negligence of the Contractor, his, its, or their employees, subcontractors or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property so injured to a condition as well as it was when the Contractor entered upon the work.

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

9. **Insurance:** The Contractor shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this Contract, at the Contractor's expense, a comprehensive general or commercial general liability policy and automobile liability insurance policy for the protection of the Contractor and the Owner, its officers, subcontractors, agents, and employees. In such instances where the Contractor does not have a company vehicle, the automobile liability insurance is not necessary, if by signing this contract the Contractor agrees to not operate any vehicles on the project site or Owner owned property(ies). If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the Contract. The policy shall be issued by a company authorized to do business in the project area, protecting the Contractor or Sub Contractor(s) or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than
 - (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, and

(b) \$1,000,000 per occurrence-combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the Owner with a certificate of insurance and an endorsement thereto naming the Owner as an additional primary insured and will provide the Owner written notice of cancellation 30 days prior notice. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy.

The Contractor will not perform any work under this Contract until the Owner has received copies of applicable insurance certificates or acceptable evidence that appropriate insurance heretofore mentioned is in force.

10. **Professional Liability Insurance:** The Contractor shall provide the Owner evidence of professional liability in an amount not less than \$1,000,000 combined single limit. The Contractor shall keep in force the professional liability policy for at least one year after the expiration of the Contract with the Owner, or notify the Owner in the event of a cancellation or reduction in limits of a "claims made" policy.
11. **Workers Compensation Insurance/Unemployment:** The Contractor shall provide the Owner evidence of workers compensation insurance coverage as required by the North Carolina Workers Compensation Act, and shall keep said workers compensation insurance in full force and effect during the entire Contract period and for at least one year following the expiration of the Contract. It is agreed and understood by Contractor and Owner that the employees, agents, officers, and the employees, agents and officers of any and all subcontractors of Contractor are not employees, agents and/or officers of Owner, and further are not borrowed employees and/or lent employees; and all such remain the employee, agent or officer of Contractor and/or any subcontractor of Contractor.

This paragraph and requirement is not subject to the Indemnification clause of this Contract in that if Contractor and/or subcontractor of Contractor fails to maintain the necessary workers compensation coverage then Owner may seek indemnification for any losses, costs, attorney fees, charges, judgments and/or other monetary payments made by Owner in defending, satisfying, and/or paying any claim made by a person based upon the Workers Compensation Act of North Carolina or the Unemployment Security Law of North Carolina.

12. **Indemnification:** Owner and Contractor each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Contractor, they shall be borne by each party in proportion to its negligence.
13. **Termination:** If Contractor shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Contractor violate any of the covenants, agreements, or stipulations of this contract, the City of Goldsboro shall have the right to terminate this contract immediately by giving written notice to Contractor of such termination and specifying the effective date thereof. In a like manner, Contractor shall have the right to terminate this contract immediately by giving written notice to the City of Goldsboro of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the City of Goldsboro, become the property of the City of Goldsboro and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the City of Goldsboro shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the City of Goldsboro for refund, reimbursement or offset in connection with any obligations arising from Contractor to the City of Goldsboro.

14. **Liquidated Damages and Substantial Completion:** Contractor understands that the completion of the project is necessary on or before March 31, 2020 or Owner may suffer damages that are difficult to determine and accurately specify. Therefore, to ensure completion of the project on or before March 31, 2020, the parties hereto agree that the project shall be Substantially Complete on or before January 1, 2020. Substantially Complete and/or Substantial Completion as used herein shall mean that Ninety Percent (90%) of the project shall have been completed on or before January 1, 2020, such including the fabrication of the signs and installation as identified in the Proposal document; unless such date is hereafter amended by subsequent Change Order. Again, as Owner will suffer damages which are difficult to determine and accurately specify if the project is not completed on or before March 31, 2020, Contractor agrees that if the project is not completed on or before March 31, 2020, then Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) per day as liquidated damages and not as a penalty for each day that Completion of the project extends beyond March 31, 2020. The liquidated damages provided herein shall be in addition to any and all losses (including funding and/or grant payment and/or qualifications losses), liability for extra costs, other losses, expenses, claims, penalties, and other damages incurred by Owner which would have resulted from the delay in Contractor's performance or in achieving completion of the project on or before March 31, 2020. In no event shall the total liquidated damages exceed \$28,158 or 10% of the project cost, whichever is greater. Other claims and or damages as discussed above herein are not so limited by this limit on the liquidated damages.
15. **E-Verify Compliance:** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Contractor provides the services to the Owner utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina as well. Contractor shall verify by Certificate of Compliance, as set forth in Exhibit D, of the terms of this section.
16. **Payment & Performance Bond:** Contractor is to provide a Payment Bond and Performance Bond to the Owner in an amount of 100% of the contract amount of which must be must be provided within 10 days after execution of contract, delivered to Catherine Gwynn, Finance Director, at PO Drawer A, Goldsboro, NC 27533 with a copy mailed to Julie Metz, Downtown Development Director at 219 N. John Street, Goldsboro, NC 27530.

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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

CITY OF GOLDSBORO

Signature:

Attest:

Mayor

City Clerk

Date

SEAL:

Approved as to Form and
Legal Sufficiency:

"Provisions for the payment of monies to
fall due under this agreement has been
made by appropriation duly made or by
bonds or notes duly authorized, as
required by the Municipal Fiscal Control
Act."

City Attorney

City Finance Director

LOCKWOOD IDENTITY, INC. D/B/A SIGNART

Signature

Signature

Date

Date

Name & Title

Name & Title

Attachment A: Lockwood Identity, Inc. d/b/a SignArt Proposal

Attachment B: Lockwood Identity, Inc. d/b/a SignArt Bid

Attachment C: Goldsboro Bid Invitation Document

Attachment D: Goldsboro Bid Addendum Document

Attachment E: Bid Tabulation Sheet

Attachment F: Goldsboro RFQ Document

Attachment G: Certificate Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31,

U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date: _____

Attachment C: Federal Contracting Requirements

Federal Contracting Requirements

This *Attachment* is incorporated into the Service Contract between the City of Goldsboro and Lockwood Identity, Inc. d/b/a SignArt, the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor. All references to the “City” shall be deemed to mean the City of Goldsboro.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the City of Goldsboro or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the City immediately upon discovery. The Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The City may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the City. By giving written notice to the Contractor, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) deliver to the City all Work Product;

(c) allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the City disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The City Manager or their designee is authorized to terminate this Agreement on behalf of the City.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, all books and records

(including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the City for the cost of the audit.

Remedies

Liquidated Damages: The City and the Contractor acknowledge and agree that the City may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the City of such failure, the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Contractor and, should the City's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the City shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the City may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the City seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits.

for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any

lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, City of Goldsboro, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products

containing the highest percentage of recovered materials for items designated by the Environmental Protection

Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF GOLDSBORO AND LOCKWOOD IDENTITY, INC. d/b/a SIGNART FOR THE PROFESSIONAL SIGN FABRICATION & INSTALLATION SERVICES OF GOLDSBORO'S WAYFINDING SIGNAGE & SYSTEM PLAN

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, 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 \$450,000 of the total grant project budget to the Wayfinding Project of which 80% (\$360,000) is to be funded by USDOT through reimbursement and 20% (\$90,000) is to be funded by the City; and

WHEREAS, the City advertised a Request For Qualifications document on August 8, 2018 via multiple venues to solicit interested companies; and

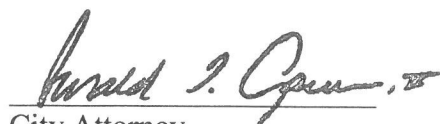
WHEREAS, the City received nine (9) responses and upon the consideration of certain criteria reviewed by a selection committee, five companies were invited to bid on March 8, 2019; and

WHEREAS, bids were received by three (3) companies on April 2, 2019 and the company with the lowest responsible bid was Lockwood Identity, Inc. d/b/a SignArt from Charlotte, NC.

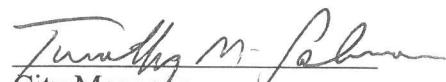
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. The City of Goldsboro is authorizing the Mayor to execute a contractual agreement between the City of Goldsboro and Lockwood Identity, Inc. d/b/a SignArt that covers services for the Professional Sign Fabrication & Installation Services of Goldsboro's Wayfinding Signage & System Plan at a fixed cost of \$281,578.75 of which the City is responsible for 20% or \$56,315.75.
2. This resolution shall be in full force and effect from and after the 20th day of May 2019.

Approved as to form only:


City Attorney

Reviewed by:


City Manager

City of Goldsboro
Departmental Monthly Reports
April 2019

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works-Maintenance
8. Public Utilities
9. Finance
10. Planning
11. Engineering
12. Fire
13. Police
14. Parks and Recreation
15. Travel and Tourism

Human Resources Management Department

MONTHLY REPORT – APRIL 2019

Prepared by: *Pamela C. Leake*

The Human Resources Department posted 17 job vacancies and processed 542 applications this month. 215 notices were sent to applicants not selected for an interview and 22 were sent to candidates interviewed but not selected for hire. 11 new hires were employed this month. There were three full-time: **Stephen Kyer – Utility Maintenance Mechanic**; **Devin Murray – Utility Maintenance Mechanic**, and **Jennifer Vinciguerra – Marketing and Special Events Assistant** and eight part-time: **Trevin Bond**, **Lashonda Harvey**, **Latrece Johnson**, **Tyrique McClain**, **Carly Wiggins**, and **Gary Woodard - Recreation Aides (Parks and Recreation)**, **Charles King – Support Services Assistant (Fire)**, and **Seth Smith – Grounds Maintenance Technician (Public Works)**. There were four reductions in employment: one retirement, one resignation, one termination, and one end of assignment. Total employment for April: **632** (453 full time and 179 part-time).

Recruiting season is still underway. The Senior Human Resources Consultant attended a job fair in Martin County on April 18. The Human Resources Department is sponsoring the City of Goldsboro's job fair at the Goldsboro Event Center on May 15. Over 16 local employers have registered to attend. Administrative support staff were recognized on April 24, which was **Administrative Professionals' Day**. They were treated to lunch, gifts, and a guest speaker who talked about relaxation techniques and reducing stress. Leadership training for supervisors was held April 29 at the Goldsboro Event Center. Guest consultant was Gracie Johnson-Lopez whose topic was "**Understanding Bias, Diversity & Inclusion**." 36 employees attended the session. The next leadership training will be held May 2.

The following is a summary of this month's safety activities:

- Safety Coordinator attended the Eastern Carolina Safety and Health Conference board meeting held on April 4th.
- Safety Accident Review Committee meeting was held April 16. Five cases were reviewed: Two vehicle accidents and three personal injuries.
- National Safety Council Defensive Driver Safety Training was held April 25 for employees who received points for at-fault vehicle accidents. There were seven attendees.
- Participated in webinar on Workzone safety sponsored by the NC Department of Labor on April 8.
- Assisted with coordination of monthly fire service testing for all City elevators. An inspector from the NC Department of Labor performed an on-site inspection and found that the required monthly testing cannot be verified or not documented.
- Met with Risk Control Field consultant from North Carolina League of Municipalities on April 1 to discuss training/services/options they provide to minimize and reduce losses.
- Met with Public Information Officer to discuss safety measures and guidelines recommended for the Litter Clean-up program.
- On April 9, forwarded all department heads information regarding the 62nd Annual NCDOL Safety Awards banquet at Lane Tree Country Club.
- Forwarded HR Director and Interim City Manager 2018 report of all accident cases that were reviewed by the Safety Accident Review Committee.
- Forwarded lockout/tagout information requested by Building Maintenance.
- Assisted with completion of Emergency evacuation maps for city buildings.
- Updated Emergency Action/Excavation plan.
- Coordinated Confined Space webinar for Public Works management and employees 4/25.
- There were three vehicle accidents in April. City drivers were found not-at-fault.
- Completed the written Silica plan and sent to Public Works management for review and comments.
- Conducted monthly inspections of portable fire extinguishers at City Hall.

This month's health beat focused on Hearing Conservation, CPR, and TB Testing. 230 employees attended the sessions. The nurse had 32 clinic visits this month. Five random non-DOT drug screens were performed and one breathalyzer: all negative.

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	348	320	346	542									389
New Hires*	11	7	1	3									6
Separations*	3	3	6	3									3
Vehicle Accidents	7	4	6	3									5
Workers Compensation	2	4	3	0									2

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	264	247	266	204	274	231	398	346	230	256	244	219	265
New Hires*	9	2	3	2	2	5	7	8	1	1	4	2	4
Separations*	3	3	3	4	7	3	6	4	5	2	4	9	4
Vehicle Accidents	3	0	1	3	2	6	8	3	3	5	7	5	4
Workers Compensation	2	0	3	1	1	2	2	0	0	2	0	1	1

*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.

Human Resources Management Department

MONTHLY REPORT – APRIL 2019

Prepared by: Pamela C. Leake

215422+11 = 2484542?
cm Ltrs!

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NC 4ME? STAFF?

Safety Review Chart!

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Separations*	3	3	3	4	7	3	6	4	5	2	4	9	4
Vehicle Accidents	3	0	1	3	2	6	8	3	3	5	7	5	4
Workers Compensation	2	0	3	1	1	2	2	0	0	2	0	1	1

*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.

- Due to the lack of a quorum, the scheduled Commission on Community Relations and Development meeting for Tuesday, April 9, 2019 was adjourned with no official business discussed. The next scheduled meeting is Tuesday, June 11, 2019 at 6:00 pm.
- The Department received two (2) housing complaints and four (4) request for assistance. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: one (1) alleged improper designation of spouse on public housing ban list; one (1) minimum housing issue of rental properties; and four (4) request for assistance related to church address designation; assistance with rent, utilities, and cost of medication; lead-based paint information, and cancelation of deed of trust by a creditor. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Department facilitated two (2) mandatory orientation sessions for the City of Goldsboro Summer Youth Employment Initiative Program on April 11th & 22nd. Interviews will be conducted from May 1st to May 17th. The staff of the sponsoring partners of the program will perform interviews.

Snapshot 2: Eligibility for Youth Applicants

hired?

Total apps rec'd fully Completed & Attended Info. Sessions	Apps Rec'd not eligible for program due to Residence	Apps rec'd that did not attend Info. Sessions	Apps rec'd not eligible for program due to Age or Out-School	Total Apps Rec'd Through SYEI
71	15	17	4	107

Snapshot 5: Income Range for Youth Applicants (Applicants that did not meet Residence, Age, Attend Session & In-School Criteria Excluded)

Missing Income	\$0-\$10K	>\$10K - \$20K	>\$20K - \$30K	>\$30K - \$40K	>\$40K - \$57,051K	>\$57,051K - \$70K	over \$70K
15	14	21	15	14	4	3	2

Below MFI	?	Non LMI Above MFI	?	Total Apps Rec'd w/income on file
68	93%	5	7%	73

→ =

This excludes the 15 missing income, but includes 2 that did not attend the information session

- The Goldsboro Mayor's Youth Council (GYC) met on April 3rd & 17th, 2019. The next scheduled meeting is Wednesday, June 5, 2019 at 7:00 pm. GYC members attended the 2019 Youth Legislative Association (YLA) for the General Assembly session in Raleigh on April 12th to 14th, 2019. GYC members attended the 2019 Spring Convention in Charlotte on April 26st to 28th, 2019.
- The Mayor's Committee for Persons with Disabilities met on April 16th & 18th, 2019 to finalize the 23rd Annual Mayor's Disability Walk scheduled for May 1, 2019 at 10:00. The next scheduled meeting is Thursday, June 20, 2019 at 12:00 pm. The Committee held a fundraising event for the Walk on April 22, 2019 at Pizza Inn.

Track Grants Rec'd/Approved, etc

2019 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	1	4	5	2									3
Consumer & Others	3	4	3	4									4

2018 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5	5	9	3	2	3	1	3	0	9	0	1	3
Consumer	1	2	0	0	3	2	9	10	2	5	7	2	4



- During the month of April, the Paramount Theatre hosted 7 ticketed public performances, 9 related technical and performance rehearsals, and 5 non-ticketed public and private events.
 - Artistic Dance Academy's annual Easter production, *Dance for Christ*, was resident for two weeks, running for 6 performances, 4/1-4/14.
 - Wayne County Senior Games presented the annual Silver Arts Follies on 4/15.
 - The Partnership for Children of Wayne County/ Smart Start (a sponsor/partner to the Paramount) held a film screening of, *Resilience: The Biology of Stress & the Science of Hope*, followed by a panel discussion with children and families on 4/17.
 - Kingdom Hall of Jehovah's Witnesses presented their annual Easter memorial service on 4/19.
 - Dr. Wilding conducted another in his series of chiropractic seminars, *Optimal Health & Longevity*, on 4/23.
 - Comedian, DL Henry together with vocalist, Marcus Cole, and Saxophonist, Antonio Allen performed for one evening on their Love and Laughter Tour, 4/27.
- Paramount administrative and technical staff together with Foundation Chair, David Weil, hosted a community discussion/reception with a representative from Ballet X, to discuss strategic, grant-underwritten, community engagement opportunities while the professional dance company is in residence.
- Paramount and GEC staff participated in the following meetings, presentations, or training: Leadership Wayne, Strategic Plan Presentation, City HR Leadership Training, Chamber of Commerce luncheon/meeting, Arts and Culture Reception, City Employee Cleanup Day, Wings Over Wayne.
- Financial:
 - Expenses - \$ 41,297.04 Labor - \$19,010.22 /Operational - \$22,286.82
 - Revenues - \$5,405.57 Rentals - \$1,338 /Tickets \$3,794.91 /Concession \$272.66

Plan for Revenue:

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$34,447	\$33,393	\$68,435	\$41,297										\$67,840
Rev	\$12,993	\$13,259	\$15,347	\$5,406										\$26,252
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$32,968	\$25,012	\$48,050	\$39,962	\$32,137	\$24,298	\$55,630	\$40,550	\$68,803	\$42,545	\$40,161	\$32,024	\$40,178	\$482,140
Rev	\$16,549	\$7,471	\$35,001	\$8,954	\$15,408	\$11,597	\$6,293	\$17,910	\$332	\$5,741	\$23,896	\$16,954	\$14,995	\$179,948

*August 2018 revenue reflects box office fees transferred from 2017/2018 fiscal year. Sept. 18 expense includes repairs to exterior building



- The Goldsboro Event Center hosted 10 events in April, including 4 private (wedding/prom/gala) 4 City events (non-revenue), Chamber of Commerce, and a golf tournament.
- Essential repairs and maintenance underway include HVAC (under contract), repair/replace weather-damaged wood siding, gutter cleaning (seeking bids for both).
- Creating and enhancing event rental packages in collaboration with Paramount, and Downtown Goldsboro, as part of the COG Strategic Plan objective.
- Financial:
 - Expenses- \$ 13,120.99 Labor - \$5,364.02 /Operational - \$7,756.97
 - Revenues- \$ 5,931.75 Rentals - \$5931.75 /Concessions- \$0

	Jan-19	Feb-19	Mar19	April19	May19	June19	July19	Aug19	Sept19	Oct19	Nov19	Dec19	Average 2019	Total
Exp	\$9,198	\$8,624	\$13,459	\$13,121										\$9,198
Rev	\$4,645	\$7,204	\$11,475	\$5,932										\$4,645
	Jan-18	Feb-18	Mar18	April18	May18	June18	July18	Aug18	Sept18	Oct18	Nov18	Dec18	Average 2018	Total
Exp	\$5,379	\$7,310	\$14,096	\$14,484	\$7,852	\$7,072	\$9,083	\$11,367	\$7,815	\$16,427	\$8,760	\$10,306	\$9,995	\$119,951
Rev	\$2,890	\$5,556	\$7,526	\$15,201	\$9,980	\$4,309	\$7,971	\$7,131	\$2,143	\$10,781	\$3,326	\$5,224	\$6,836	\$82,038

Goldsboro Inspections Department

Monthly Report – Apr 2019

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of April totaled \$428,332. There were no new residential single-family dwellings for the month of April.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$1,532,990.

All permit fees collected for the month totaled \$27,137. Of the permit fees collected for the month, \$3,075 was collected in technology fees. Plan review fees collected during the month totaled \$2,825. Business Registration fees collected totaled \$660.

The Inspectors did a total of 497 inspections for the month. During the month of April eight (8) business inspections were completed. A total of 271 permits were issued for the month. Forty-six (46) plan reviews were completed for April. We now have a total of 118 residential structures in the Minimum Housing Process and 4 commercial structures in the Demolition by Neglect Process.

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$2	\$14	\$6	\$428,000									\$6
Residential (thousands)	\$805	\$1063	\$599	\$0									\$617
Miscellaneous**(millions)	\$5	\$2	\$2	\$2									\$3
Permit Fees (thousands)	\$34	\$40	\$48	\$27									\$37
Inspections (total)	614	603	531	497									561
Permits Issued (total)	296	296	270	271									283
Plan Reviews Completed	39	47	65	46									49
Minimum Housing in Process	171	99	102	118									123
2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$10	\$13	\$3	\$5	\$5	\$2	\$5	\$6	\$3	\$5	\$12	\$6	\$6
Residential (thousands)	\$848	\$518	\$1345	\$786	\$1389	\$1589	\$1000	\$1734	\$120	\$207	\$246	\$807	\$882
Miscellaneous**(millions)	\$2	\$2	\$2	\$3	\$2	\$1	\$2	\$2	\$1	\$1	\$2	\$1	\$2
Permit Fees (thousands)	\$31	\$33	\$30	\$31	\$48	\$51	\$65	\$60	\$21	\$41	\$49	\$21	\$40
Inspections (total)	524	539	544	564	582	692	675	659	345	589	516	373	550
Permits Issued (total)	258	263	284	295	418	351	344	373	279	326	258	226	306
Plan Reviews Completed	75	41	52	74	85	39	42	67	51	85	39	50	58
Minimum Housing in Process	163	163	143	152	152	152	161	161	161	161	163	171	159

Current Downtown Development Office Projects Staff Worked On Over the Month Include:

- Staff continued to work through TIGER VIII developments including the finalization of the Grant Agreement and draft plans for the streetscape project with TA Loving.
- Staff met with (or conversed by email/phone) 6 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited current downtown businesses 20 different times.
- Julie continued to work on the City's strategic plan.
- Staff worked on the Wayfinding Signage Bid Package related to the TIGER grant.
- Staff worked through the process to select a firm for the Union Station Adaptive Reuse Study.
- Staff worked through the completion of Rehab Development agreements with City and County attorneys.
- Staff helped facilitate and participate in several neighborhood plan meetings.

Downtown Development Office Events or Activities that Staff Administered or Assisted During the Month:

- Staff created ads for Go, Buzz, 107.9, digital billboards and News-Argus for upcoming downtown events.
- Staff attended multiple Merchants Association meetings throughout the month.
- Staff hosted the Small Business Center in Downtown event on the first Monday of the month.
- Staff attended Grow Goldsboro's Planning Meeting on April 1st.
- Staff attended the Merchant's Association meeting on April 2nd.
- Staff facilitated a LAUNCH meeting to discuss a community entrepreneurship program on April 3rd and April 30th.
- Staff facilitated an Available Properties Open House at 101 N. Center St on April 4th.
- Julie presented at the Raleigh Crabtree Rotary meeting on April 11th.
- Staff attended the Rocky Mount Mills Tour on April 12th.
- Staff attended a meeting to discuss the Streetscapes Budget update on April 15th.
- Staff helped to facilitate a Downtown initiative for PURPLE UP FOR MILITARY KIDS on April 18th.
- Staff participated in the City Litter Clean Up on April 23rd.
- Stephanie attended the Administrative Professionals Luncheon on April 24th.
- Staff partnered with Travel & Tourism to host a Flying Folly bar crawl for the Wings Over Wayne Airshow entertainers to give them something to do while in town.
- Staff partnered with Travel & Tourism to host a historic tour downtown on April 25th. The intent is to replicate this for regular offerings.
- Staff helped to facilitate a flyover of the USAF Thunderbirds on April 25th.
- Staff finalized work with Business View Magazine to complete feature story of Goldsboro.
- Staff worked on 2019-20 City Budget preparations.
- Staff helped facilitate a grant application with the Wayne County Museum in hopes to secure them \$150,000 for building needs through the National Main Street Partners in Preservation Grant program.

DGDC Events or Activities that Staff Administered or Assisted During the Month:

- Staff facilitated and attended the following monthly meetings: DGDC Board (04/17), DGDC Executive Committee (04/19), DGDC Design (04/09), DGDC EV (04/09), DGDC Promotions (04/09) and Org. Work Plan (04/09).
- Staff assisted the DGDC with their work on the 2019 Annual Sponsorship Campaign.
- Staff helped assist the DGDC with 3 DGDC board room rentals throughout the month.
- Staff worked with committees on the 2019 Work Plan development.

Upcoming Events/Activities:

- Center Street Jam Kickoff Concert with Jim Quick & Coastline May 2nd
- Center Street Jam with The Main Event on May 16th
- Community Art Action Day- May 18th
- Military Appreciation Concert with The Embers- May 30th

Businesses Opening/Properties Purchased:

- Southern Rebel reopened at 118 S. Center Street.
- Mimi's Boutique held their grand opening at 116 W. Mulberry St. on April 6th.
- Nashona Boutique reopened at 102 E. Walnut Street.

Other:

- Downtown Goldsboro's Facebook page followers/likes grew from 10,241 to 10,465 in the month of March.

Information Technology

Monthly Report – April 2019

Prepared by: Patricia Wischmann

- Testing text based distribution lists and automated “Chat Bot” for citizen engagement.
- Continued training departments on how to use and add to “Chat Bot”.
- Installed and configured multiple network devices to improve City networking infrastructure.
- Upgraded ShotSpotter Software on Police computers.
- Set up Fire assessment and helped with technology during interview process.
- Improved visibility of the Fiber run in spray field between Dixie Trail and Westbrook Road with orange marker paint.
- Recorded City of Goldsboro downtown flyover performed by Thunderbirds.
- Recorded video of Fire Department for City of Goldsboro Journey.

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	662	536	546	519									566
Tickets Closed	551	467	575	429									506

2018	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	578	535	568	494	408	458	494	572	538	677	560	386	524
Tickets Closed	504	544	648	496	389	468	451	656	514	614	573	361	520

Monthly Highlights

D&C: Responded to seven after hour calls for a total of 10 hours.

Streets & Storms: Regraded one unpaved street (Atlantic Ave); Repaired three cave-ins; Jet-Vaced 2200 linear ft of stormdrain pipe and vacuumed/cleaned 50 catch basins; Completed one drive way apron, four curb and gutter request and two sidewalk projects; For Waynesborough House Parking lot removed broken concrete pad and associated curb and gutter and replaced with aggregate material, performed two full depth asphalt repairs, and installed three parking bollards. Street sweepers cleaned 165 miles of curb and gutter.

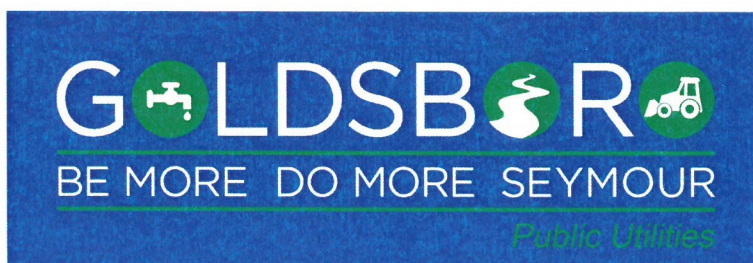
Bldg. & Grounds: Assisted in City cleanup efforts and painted overflow parking spaces for Wings Over Wayne event; Supported several events: Easter Egg Hunt, Pig in the Park, & Disability Awareness Walk

Departments		2019												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	8.7	8.0	9.8	13.5									10.0
	Lines Camera'd (1000-ft)	10.8	11.3	9.8	8.6									10.1
	Water Repairs	27	20	16	28									22.8
	Sewer Repairs	31	7	9	34									20.3
	Hydrants Replaced/Fixed	37	16	19	10									20.5
	Meter Install/Changed	102	63	56	47									67.0
Bldg & Grounds Maint.	Radio, Electrical, Bldg	260	219	202	193									218.5
	Sign Repairs	48	72	48	29									49.3
	ROW Mowing (ac)	10	0	0	70									20.0
	City-Owned Lots Mowing (ac)	0	0	0	81									20.3
Garage	Total Work Orders	365	309	276	316									316.5
	Total Fuel Cost (x1000)	\$ 61	\$ 53	\$ 55	\$ 64									58.3
Solid Waste	Refuse (x1000 tons)	1.0	0.7	0.8	0.9									0.9
	Recyclables (tons)	13	78	83	87									65.4
	Leaf-n-Limbs (x1000 tons)	0.8	0.6	0.7	0.7									0.7
Cemetery Funerals		4	4	7	5									5.0
Street & Storm	Utility Cut Repairs	15	12	10	11									12.0
	Pot Hole Repairs	56	49	52	18									43.8
	Streets Swept (miles)	110	143	135	16									101.0
2018														
Distribution & Collections	Utility Line Maint (1000-ft)	7.4	2.9	4.0	24.0	19.0	26.3	27.5	13.2	12.8	14.7	6.8	2.7	13.4
	Lines Camera'd (1000-ft)	5.1	3.3	4.6	9.5	12.5	10.3	9.3	13.2	7.3	15.5	7.7	10.8	9.1
	Water Repairs	87	25	25	45	47	64	71	34	21	27	52	14	42.7
	Sewer Repairs	4	14	9	12	20	13	17	14	8	22	6	5	12.0
	Hydrants Replaced/Fixed	3	32	38	45	42	23	30	26	32	9	12	10	25.2
	Meter Install/Changed	25	32	28	36	49	76	60	61	87	78	66	54	54.3
Bldg Maint.	Radio, Electrical, Bldg	225	195	167	224	268	204	158	150	127	204	206	171	191.6
	Sign Repairs	43	72	51	70	13	77	36	61	28	89	52	16	50.7
Garage	Total Work Orders	360	341	322	366	337	316	299	362	313	456	277	277	335.5
	Total Fuel Cost (x1000)	\$ 55	\$ 47	\$ 55	\$ 55	\$ 60	\$ 60	\$ 60	\$ 70	\$ 52	\$ 71	\$ 52	\$ 49	57.2
Solid Waste	Refuse (x1000 tons)	0.9	0.8	0.8	0.9	1.0	0.9	0.9	1.0	0.9	1.0	0.8	1.0	0.9
	Recyclables (tons)	102	107	82	101	59	93	79	94	111	0	0	0	68.9
	Leaf-n-Limbs (x1000 tons)	0.5	0.7	0.8	1.1	0.8	0.9	0.9	0.8	2.0	2.0	0.9	1.1	1.0
Cemetery Funerals		8	9	6	8	5	6	6	6	7	10	3	7	6.8
Streets & Stormwater	Utility Cut Repairs	0	14	10	12	30	37	23	11	4	32	12	8	16.1
	Pot Hole Repairs	45	82	50	20	45	25	61	43	14	43	18	63	42.4
	Streets Swept (miles)	82.5	229	171	229	197	143	192	145	198	170	135	110	166.8
	ROW Mowing (ac)	0	0	3	8.0	68.9	167.0	16.6	29.0	48.0	59.1	6.5	0	33.8
	City-Owned Lots Mowing	0	0	0	135	318	410	159	187	110	85	54	15	122.8

Public Utilities Department

Monthly Report- April 2019

Prepared by: Michael Wagner



Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for April were 11.01 MGD. High flows continue to be a concern with compliance and future infrastructure needs. The river is dropping, but the average flows for 2019 added to 1.2 MGD in obligated flow not yet tributary, puts the WRF at 90% capacity in the collections system and 83% at the facility. All of the city's 26 pump stations are operating well, but communications are quickly deteriorating with outdated radios and programming.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. Roof repairs are in the moving to quotes after no bids were received in the RFP process.

Compost Facility

Five hundred and fifty-two cubic yards of compost/mulch was sold in April 2019.

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

2019 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.206	6.053	6.016	6.175									6.113
Sewer**	11.66	11.76	12.22	11.01									11.66
CY Compost	52	319	390	552									328

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2018 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.625	6.232	6.262	6.017	6.303	6.83	6.632	6.727	6.149	6.692	6.374	6.027	6.405
Sewer**	7.66	10.45	9.97	9.41	10.77	7.83	6.71	11.50	17.46	10.54	11.48	13.97	10.64
CY Compost	395	876	686	913	951	910	220	604	157	144	233	238	527

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD



Finance Department **Monthly Report - April 2019**

Prepared by: **Andrea Thompson**, Assistant Finance Director

FY 2018-19

GENERAL FUND

		Actual	Adjusted Budget	Actual to Date	YTD %
Revenues		FY '17-18	FY '18-19	FY '18-19	Collected
Tax Revenues		\$ 15,296,169	\$ 16,432,843	\$ 15,489,898	94.26%
License & Permits		288,814	382,650	327,496	85.59%
Revenue Other Agencies		18,925,710	19,580,576	13,448,901	68.68%
Charges for Services		3,828,972	10,992,084	5,202,965	47.33%
Capital Returns		246,515	1,165,984	1,091,850	93.64%
Miscellaneous Revenues		236,344	301,500	276,907	91.84%
FB Withdrawal/PO Appropriation			3,397,413		
Total		\$ 38,822,524	\$ 52,253,050	\$ 35,838,016	68.59%
		Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures		FY '17-18	FY '18-19	FY '18-19	Collected
Mayor/Council		\$ 329,955	\$ 364,275	\$ 294,964	80.97%
City Manager		670,630	1,504,315	761,650	50.63%
Human Resources Management		501,736	596,154	517,545	86.81%
Community Relations		140,737	161,085	155,681	96.65%
Paramount Theater		371,875	508,333	467,672	92.00%
Goldsboro Event Center		112,675	165,061	111,972	67.84%
Inspections		793,710	831,196	554,529	66.71%
Downtown Development		270,669	459,764	299,316	65.10%
Information Technology		1,073,492	2,161,817	1,913,074	88.49%
Public Works - Adm.		333,647	473,747	404,915	85.47%
Garage		1,740,204	2,308,330	1,969,163	85.31%
Garage Credits		(912,383)	(1,680,000)	(1,207,535)	71.88%
Building & Grounds		467,613	771,779	648,680	84.05%
Cemetery		262,294	329,995	266,735	80.83%
Finance		1,098,061	1,312,841	1,141,446	86.94%
Office Supplies Credits		(5,341)	(9,000)	(4,724)	52.49%
Planning & Redevelopment		873,421	1,530,223	910,359	59.49%
Postage Credits		(15,998)	(30,000)	(10,446)	34.82%
Streets & Storms - General		1,311,941	1,130,103	961,160	85.05%
Streets & Storms - Utilities		451,475	732,507	459,992	62.80%
Street Paving		150,804	0	0	0.00%
Solid Waste		2,438,696	3,562,294	2,682,593	75.31%
Engineering		819,034	992,718	775,246	78.09%
Fire Department		6,605,620	6,317,039	5,490,931	86.92%
Police Department		7,699,382	15,617,531	9,854,531	63.10%
Special Expense Fees		8,413,349	6,270,000	5,995,254	95.62%
Parks & Recreation		2,764,732	4,844,104	3,190,768	65.87%
Golf Course		567,024	1,026,839	857,452	83.50%
Total		\$ 39,329,054	\$ 52,253,048	\$ 39,462,923	75.52%

UTILITY FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
Charges for Services			\$ 13,099,486	\$ 16,778,500	\$ 13,229,826	78.85%
Capital Returns			30,270	37,900	86,117	227.22%
Miscellaneous Revenues			2,465,240	6,254,086	3,566,255	57.02%
FB Withdrawal/PO Appropriation			\$ -	\$ 2,721,477		0.00%
Total			\$ 15,594,996	\$ 25,791,963	\$ 16,882,198	65.46%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Collected
Distribution & Collections			\$ 2,976,403	\$ 3,600,782	\$ 2,998,717	83.28%
Water Treatment Plant			3,797,219	6,035,271	4,546,318	75.33%
Water Reclamation Plant			5,501,738	7,457,465	5,530,141	74.16%
UF - Capital			3,344,664	7,565,942	3,685,740	48.71%
Compost Facility			687,678	1,132,503	976,584	86.23%
Total			\$ 16,307,702	\$ 25,791,963	\$ 17,737,500	68.77%
DOWNTOWN DISTRICT FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
Tax Revenues			\$ 66,177	\$ 72,155	\$ 70,820	98.15%
Capital Revenue			404	315	1,139	361.63%
FB Withdrawal/PO Appropriation				35,366		0.00%
Total			66,581	107,836	71,959	66.73%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Spent
Downtown District			\$ 38,259	\$ 107,836	\$ 42,438	39.35%
Total			\$ 38,259	\$ 107,836	\$ 42,438	39.35%
OCCUPANCY TAX FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
Occupancy Tax/Civic Center			\$ 509,605	\$ 690,000	\$ 617,193	89.45%
Occupancy Tax/Travel & Tourism			129,489	170,000	164,575	96.81%
County of Wayne Occupancy Tax			186,179	170,000	112,429	66.13%
Capital Returns/Misc./Property Sale			\$ 7,244	\$ 8,958	\$ 71,908	0.00%
FB Withdrawal/PO Appropriation				\$ 149,184		
Total			\$ 832,517	\$ 1,188,142	\$ 966,105	81.31%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Collected
Civic Center			\$ 1,210,795	\$ 818,261	\$ 830,790	101.53%
Travel & Tourism			319,658	369,881	209,513	56.64%
Total			\$ 1,530,453	\$ 1,188,142	\$ 1,040,303	87.56%

STORMWATER FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '17-18	FY '18-19	FY '18-19	Collected
	Stormwater Fee		\$ 474,976	\$ 1,512,900	\$ 1,242,808	82.15%
	FB Withdrawal/PO Appropriation			10,861		
	Total		474,976	1,523,761	1,242,808	81.56%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '17-18	FY '18-19	FY '18-19	Spent
	Stormwater Division		\$ 418,020	\$ 1,523,761	\$ 858,104	56.31%
	Total		\$ 418,020	\$ 1,523,761	\$ 858,104	56.31%

PLANNING DEPARTMENT
MONTHLY REPORT – April 2019
 Prepared by: Debra Creighton

General Tasks

During the month of April, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. The City received 4 hours of Community Service work during the month of April. Code Enforcement is now issuing \$25.00 parking violation tickets within the downtown area or upon notification elsewhere in the City. During the month of April, fifteen (15) tickets were issued.

Parked in Wrong Direction	11
Parked in Proximity to Fire Hydrant	0
Parked in a Prohibited Area (No Parking Zone)	2
Other (Bus Loading Zone, Crosswalk, Sidewalk)	2

2019

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	3	6	6	5									20	5
Historic District Comm. Cases	0/1	0/1	2/1	1/1									2/3	2/1
Code Enforcement														
Grass Cutting	0	0	0	0									0	0
Junk Vehicles Tagged/Towed	4	4	3	20 4									35	9
Illegal Signs Removed	444	79	30	197									750	188
Bags of Litter Picked Up	388	551	602	555									2096	524

2018

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	5	6	5	3	7	4	7	7	8	4	5	3	64	6
Historic District Comm. Cases	2/1	2/1	1/1	1/0	0/2	2/0	1/2	1/2	1/2	0/0	1/1	0/0	12/12	1/1
Code Enforcement														
Grass Cutting	0	0	0	0	102/ \$6,100	69/ \$4,540	65/ \$3,775	79/ \$4,400	94/ \$5,590	74/ \$4,377	0	0	483/ \$28,782	80/ \$4,797
Junk Vehicles Tagged/Towed	30/1	22/2	23/3	16/5	21/3	20/5	18/3	0/0	35	18/0	0/28	2/4	170/31	15/3
Illegal Signs Removed	130	127	110	56	85	92	61	62	297	103	336	42	1239	103
Bags of Litter Picked Up	331	473	583	316	552	437	319	394	321	399	283	173	4557	379

**ENGINEERING DEPARTMENT
MONTHLY REPORT – APRIL 2019**

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

Stoney Creek Greenway

- Staff is awaiting authorization to construct from NCDOT;
- Project manual and final estimate are 90% complete;
- Anticipated advertisement for bids in July/August 2019.

Phase IV Sewer Collection Rehabilitation

- T. A. Loving Company is currently performing pipe bursting and CCTV work for sections of sanitary sewer line;
- Project is 15% complete with a contract completion date of November 26, 2019.

Center/Holly Street Water Tank Painting

- City Council awarded a contract to Utility Service Company for \$1,040,200;
- At the preconstruction conference held on April 25 the notice to proceed date was set for May 14, 2019 with a contract completion date of October 11, 2019.

SJAFB Sewer Outfall Improvements

- Staff is coordinating having the sewer line CCTV work completed to determine if sewer line can be lined using CIPP;
- Anticipated advertisement for bids in July 2019.

2019 Infrastructure Recovery (Goldenleaf Foundation)

- Surveying is underway;
- Design anticipated to be completed in September 2019.

2018 Street Improvement Project

- This paving project includes Oak Hill Drive from North Berkeley Boulevard to Green Drive and East Chestnut Street from South Slocumb Street to South Leslie Street;
- Advertisement for bids is scheduled for May 8, 2019 with a bid opening anticipated for June 5, 2019.

2018 Street Resurfacing

- Railroad encroachment application has been submitted;
- Contract completion date is May 6, 2019, but will be adjusted due to railroad encroachment permit delays;
- Project is 75% complete.

2018 Wastewater Collection System Rehabilitation Project

- The original contract work is 95% complete;
- Additional work added by Change Order No. 1 amended the contract completion date to November 1, 2019.

2018 Virginia Street Storm Sewer Improvements

- On March 18 City Council rejected all bids;
- City Council requested staff to look into the purchase of the two properties affected.

Ash Street/Alabama Avenue Sidewalk

- Preliminary construction plans have been started;
- Duke Energy has been contacted to relocate needed poles.
- Anticipated bid date will be determined once NCDOT completes installation of handicap ramps along Ash Street.

Best Management Practices (BMPs) Inspections

- Approximately 308 BMPs have been approved and 258 BMPs have been constructed to date;
- All BMP inspections have been completed through the month April 2019.

Goldsboro Fire Department

Monthly Report – April 2019

Report Prepared By: Joseph Dixon JD/CL

Fire Prevention and Outreach

- 4/2 – Public Education – Maxwell Center – Career Development Fair
- 4/3, 4/13(2), 4/17, 4/18, 4/20, 4/29 – Community Service – Car Seat Safety Check – Station 2
- 4/6 – Community Service - W.A. Foster – First Responder Appreciation Event
- 4/6 – Public Education – Wayne Christian School – Truck Display
- 4/9 – Public Education – United States Postal Service – Health Fair
- 4/10 – Public Education – Department of Veterans Affairs – Health Fair
- 4/11 – Public Education – Wayne Community College – Truck Display
- 4/12 – Public Education – Goldsboro High School – Truck Display
- 4/12 – Community Service – Carver Heights – Reading Program
- 4/13 – Public Education – Station Tour – Station 2
- 4/14 – Community Service – Waynesborough House – Blood Pressure Checks
- 4/15 – Public Education – Little Warriors Daycare – Truck Display
- 4/18 – Public Education – Carver Heights Elementary – Career Fair
- 4/23 – Community Service – Keep Goldsboro Clean – Spring Blitz
- 4/25 – Community Service – Piggly Wiggly – Blood Pressure Checks
- 4/29 – Public Education – Station Tour – Station 1

Working Structure Fires

- 4/3 – 315 E Walnut St
- 4/15 – 1826 W New Hope Rd
- 4/22 – 112 Woods Mill Rd
- 4/23 – 1308 E Walnut St

Working Vehicle Fires

- 4/17 – 208 Neil St
- 4/24 – Dixie Trail/S Slocumb St

	<u>2019</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	196	191	203	209										200
Structure Fires:	5	3	2	4										4
EMS Calls:	72	84	79	76										78
Vehicle Accidents:	27	30	40	33										33
Fire Alarms:	33	33	29	40										34
Other:	59	41	53	56										52
Training Hours:	3122	3211	3263	1804										2850
Safety Car Seat Checks:	3	8	5	4										5
Inspections:	94	86	123	118										105
	<u>2018</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	234	165	196	197	222	182	195	229	375	223	205	197		218
Structure Fires:	3	6	2	2	6	2	1	2	4	4	2	3		3
EMS Calls:	63	52	63	68	89	69	71	87	138	79	87	69		78
Vehicle Accidents:	49	22	39	27	38	34	38	31	36	34	41	29		35
Fire Alarms:	49	34	44	35	38	38	47	59	80	50	35	45		46
Other:	70	51	48	65	51	39	38	50	117	56	40	51		56
Training Hours:	2683	2871	2149	2172	1962	1878	2776	3228	1465	1909	2138	1163		2199
Safety Car Seat Checks:	2	10	10	9	10	4	3	8	3	11	6	11		7
Inspections:	52	67	68	95	102	106	99	142	64	19	69	65		79

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

**Goldsboro Police Department
Monthly Report - April 2019**

Report Prepared by: Michael D. West MDW/KB

Total IBR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft, arson and fraud) for April 2019 were 232 compared to 225 for March 2019.

Property with an estimated value of \$287,614 was reported stolen while property with an estimated value of \$220,696 was recovered.

Officers arrested 184 people and 402 citations were issued during the month. There were 62 drug -related charges.

There were 3 report(s) of assault on an officer.

Revenue collected for April 2019 included:

Police Reports	\$ 462.00
Fingerprints	\$ 60.00
Special Events	\$ 75.00
Total	\$ 597.00

IBR COMPARISON & TREND														
2019	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	0	0	0	0									0	0.0
Rape(&attempts)	1	0	0	2									3	0.8
Robbery	6	4	5	4									19	4.8
Aggravated Assault	7	8	10	5									30	7.5
Simple Assault	30	30	36	24									120	30.0
Breaking & Entering	33	31	24	35									123	30.8
Larceny	157	92	104	135									488	122.0
Motor Vehicle Theft	7	9	11	8									35	8.8
Arson	0	1	0	0									1	0.3
Fraud	24	37	35	19									115	28.8
TOTALS	265	212	225	232	0	0	0	0	0	0	0	0	934	233.5
2018	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	0	0	0	0	0	0	0	0	2	1	0	0	3	0.3
Rape(&attempts)	2	1	0	2	1	0	2	0	2	0	0	0	10	0.8
Robbery	1	10	7	5	4	6	6	5	2	2	3	8	59	4.9
Aggravated Assault	6	12	11	13	15	13	17	9	17	12	7	11	143	11.9
Simple Assault	34	29	55	34	32	32	24	46	43	25	24	41	419	34.9
Breaking & Entering	40	27	23	31	37	41	36	27	30	31	35	39	397	33.1
Larceny	129	115	126	134	132	121	127	110	107	96	108	142	1447	120.6
Motor Vehicle Theft	7	4	7	7	7	5	6	11	6	12	13	8	93	7.8
Arson	0	2	0	0	0	1	1	1	0	3	0	2	10	0.8
Fraud	46	33	22	34	42	38	42	35	25	34	23	34	408	34.0
TOTALS	265	233	251	260	270	257	261	244	234	216	213	285	2989	249.1

Prepared by: *Felicia L. Brown (J. Shockley)*

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park and W A Foster Centers													
Program Revenue	\$2,005	\$4,125	\$1,986	\$3133									\$2,812
Rental Revenue	\$1,210	\$2,665	\$2,805	\$2870									\$2,388
Facility Usage	9,634	9,974	10,011	9313									9,733
Specialized Rec. and Senior Citizens, Pools													
Program Revenue	\$242	\$366	\$371	\$309									\$322
Facility Usage	1,945	2,111	2,141	3097									2,324
Athletics and Field Picnic Shelters, MSCX													
Program Revenue	\$5,206	\$3,573	\$8451	\$2,229									\$4,865
Field/Shelter Rental	\$1,600	\$150	\$610	\$890									\$813
Facility Usage	15,250	14,340	13,150	20,470									15,803
Golf Course													
Revenues	\$43,326	\$22,930	\$28,167	\$52,962									\$36,846
Expenditures	\$33,159	\$44,676	\$47,976	\$41,149									\$41,740
Special Events													
Sponsorships	\$0	\$0	\$0	\$0									\$0
Attendance	0	0	125	3000									781
TOTAL REVENUE	\$53,589	\$33,810	\$42,390	\$62,393									\$48,045
TOTAL REVENUE FOR THE YEAR													\$192,182

[illegible]



Travel & Tourism Department
Monthly Report – April 2019
Prepared by: Ashlin Glatthar

- ♣ 634 inquiries were fulfilled for the month of March by the TTO— 148 incoming phone calls, 49 visitors to the office, and 437 e-inquiries.
- ♣ Total hotel revenue generated in March was \$2,182,085, which is up 25% YOY. April revenue not yet released.
- ♣ For the month, TTO Facebook page had 112 new page likes. Instagram page has 23 new followers. Twitter page has gained 10 new followers.
- ♣ As of the month of April, TTO has tracked a total of 10 positive editorial spreads featured in both print and digital publications that encourage readers to visit and learn more about Goldsboro-Wayne County. These stories are a result of the October and December 2018 FAM Tours TTO organized for travel writers. Publications include: The Destination Magazine (3 consecutive monthly editorial features), Carolina Living, NC Tripping (2 digital articles), Travel Through Life, Sometimes Home, Mobile RVing, and Visit NC Facebook write-up.
- ♣ TTO assisted with the final preparations and execution of the 2019 Wings Over Wayne Air Show. TTO managed the website and social media communications, organized transportation and marketing of Flying Folly Pub Crawl (100 attendees), hotel arrangements for off-base performers, official WOW event t-shirt sales (\$8,000+ sales), facilitated press release distribution (over 300 publications mentioned WOW and Goldsboro, as far away as China), obtained 300 surveys from spectators at the event and another 219 from online surveys, and 4 public tours (BBQ, Ghost, SJAFB, and History). A total of 94 people attended the tours, and 25% of them were nonlocal and traveled into town early for the purpose of the tours before the air show.
- ♣ TTO and SJAFB's WOW team concluded the estimated crowd size for the 2019 show to be 92,000 on Saturday and 60,000 on Sunday for a combined crowd size of 152,000 over the weekend. These numbers were determined by the figures produced from concessionaire sales and the USAF Thunderbird estimates, along with car-counting figures SJAFB's security forces were able to track. In past air show, the crowd estimates have tended to be inflated and determined without real data to support the crowd totals. This is the first year that the air show made it a priority to determine a estimate with integrity that would better determine economic impact and assist with better public planning for future shows.
- ♣ TTO is analyzing the data collected from WOW surveys and will produce a comprehensive report on demographics, satisfaction, marketing, and economic impact in early May.
- ♣ Ashlin and Josie attended the annual Visit NC 365 tourism conference at the start of April. They pitched Goldsboro-Wayne County to 6 media outlets who focus on travel and leisure, attended 4 educational sessions, 2 professional development seminars, a networking dinner hosted by Our State Magazine.
- ♣ TTO met with Finance and City Manager on April 18th to discuss budget revisions for FY 2019-20 and submitted second round of edits.
- ♣ TTO staff met with Igoe Creative, and ad agency in Greenville, NC, to discuss help with the creative look of the campaign theme for next year's TTO media plan.
- ♣ TTO staff designed the tournament guide for the NCYSA Kepner Cup to be held May 4 weekend at the Bryan Multi-Sports Complex. Staff delivered 400 guides to 7 areas hotels and complex, along with "Welcome to Goldsboro" soccer ball yard signs at the entrance of each hotel.

Occupancy Tax Collections YTD

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2018-19	\$76,448	\$71,981	\$72,429	\$89,311	\$85,534	\$49,108	\$104,633	\$73,949	\$59,855	\$98,520			\$781,768	\$78,177
2017-18	\$81,794	\$70,849	\$71,323	\$66,920	\$68,268	\$60,726	\$43,748	\$51,800	\$53,393	\$68,272	\$69,725	\$78,449	\$785,269	\$65,439
2016-17	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	\$75,368	\$68,577	\$64,312	\$64,218	\$844,303	\$70,359

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Authorization of sale of substandard lots to adjacent property owners under Session Law 2004-94 (Senate Bill 1370)

BACKGROUND: Staff has received an offer to purchase on several city/county-owned properties deemed substandard lots. Board must either accept or reject the offer, and if accepted authorize City staff to execute instruments necessary to transfer ownership. (Session Law 2004-94 Senate Bill 1370)

DISCUSSION: The following offers have been received:

Swan Street

Offeror: Beautanous Coor
Offer: \$1.00 for 50% of property
Earnest Money Deposit: \$1.00

Offeror: Theresa Woods
Offer: \$1.00 for 50% of property
Earnest Money Deposit: \$1.00

Parcel #: 0055720 Pin #: 3600008623
Tax Value: \$600.00 Zoning: R-6

917 N. John St.

Offeror: Beautanous Coor
Offer: \$1.00 for 50% of property
Earnest Money Deposit: \$1.00

Offeror: Theresa Woods
Offer: \$1.00 for 50% of property
Earnest Money Deposit: \$1.00

Parcel #: 0055718 Pin #: 3600008551
Tax Value: \$1,500.00 Zoning: R-6

114 Swan St.

Offeror: Beautanous Coor
Offer: \$1.00
Earnest Money Deposit: \$1.00

Parcel #: 0055721 Pin #: 3600008672
Tax Value: \$7,830 Zoning: R-6

RECOMMENDATION:

It is recommended that the City Council, by motion:

1. Accept or reject offer on Swan Street to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.
2. Accept or reject offer on 917 N. John St. to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.
3. Accept or reject offer on 114 Swan Street to deed 100% of property to Mr. Beautanous Coor. If accepted, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.

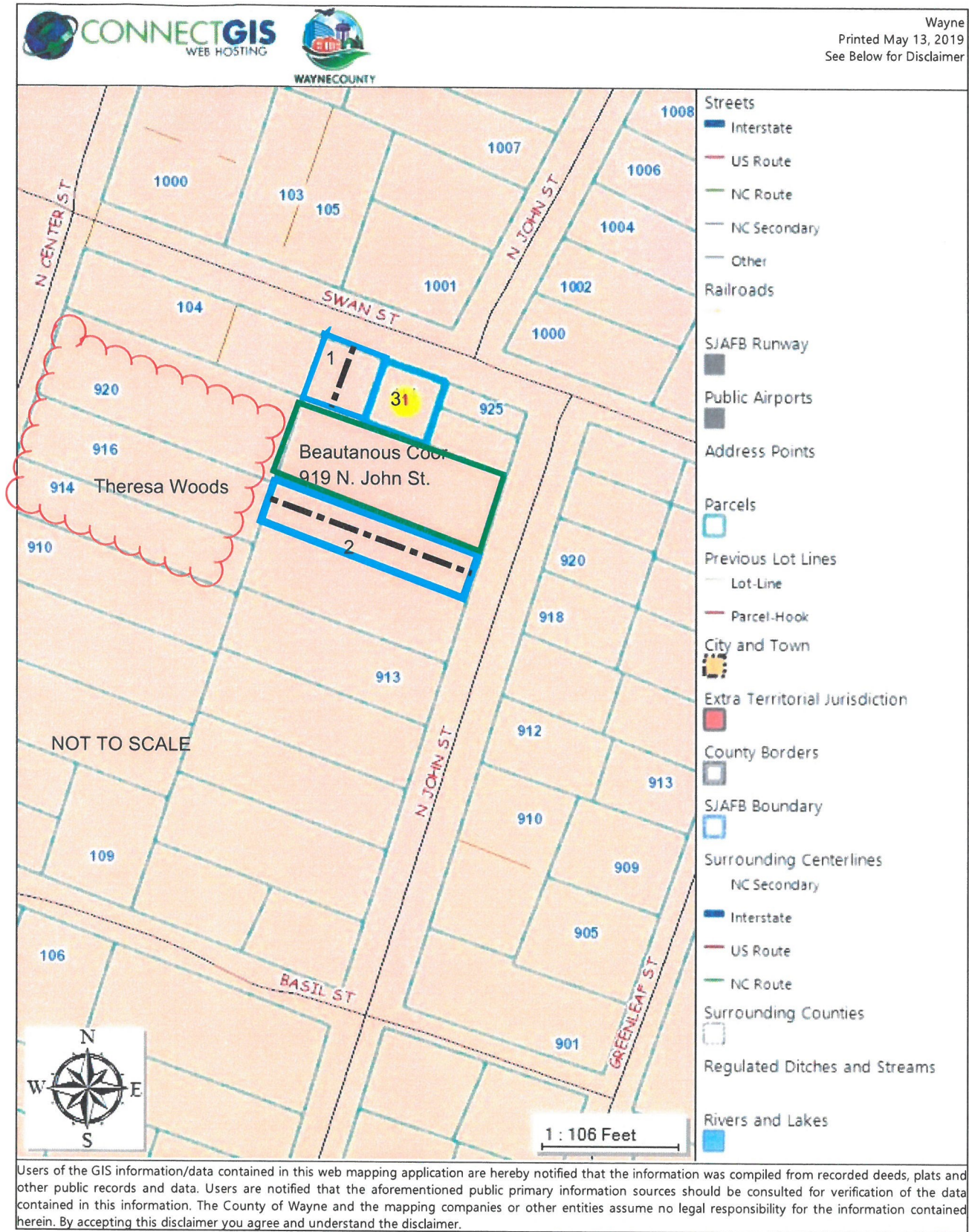
Date: 05/13/2019



Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager



1 - Swan St 2 - 917 N. John St 3- 114 Swan St

Adjoining Property Owners - Beautanous Coor 919 N. John St Therese Woods 914, 916, 920 N. Center St

Division of Substandard Lots:

- 1 - Swan St would be split 50/50 between Ms. Woods and Mr. Coor, approximately as shown by black dotted line.
- 2 - 917 N. John St would be split 50/50 between Ms. Woods and Mr. Coor approximately as shown by black dotted line.
- 3 - 114 Swan St would be transferred to Mr. Coor in full. Other adjoining property owner had no interest in splitting the parcel.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2003**

**SESSION LAW 2004-94
SENATE BILL 1370**

**AN ACT TO CHANGE THE PROCEDURE FOR DISPOSAL OF SURPLUS
STANDARD AND SUBSTANDARD LOTS BY THE CITY OF GOLDSBORO
AND WAYNE COUNTY.**

The General Assembly of North Carolina enacts:

SECTION 1.(a) Notwithstanding the provisions of Article 12 of Chapter 160A of the General Statutes, the following procedures may be utilized by the City of Goldsboro relative to the sale of surplus real property owned alone by the City or jointly owned by the City and by Wayne County.

SECTION 1.(b) Substandard surplus real property may be disposed of under the following procedures:

- (1) The City Clerk will notify the Planning and Community Development Department of the City's receipt of substandard surplus property.
- (2) The Planning and Community Development Department will identify all contiguous property owners.
- (3) The Planning and Community Development Department will determine if any of the adjoining parcels are substandard.
- (4) If only one of the adjacent lots is substandard, the owner of that lot will be deeded the City's surplus lot if the owner elects in writing to receive title to the property in return for one dollar (\$1.00).
- (5) If more than one adjoining parcel to the surplus property is substandard, the Planning and Community Development Department will contact these property owners to determine their interest in receiving the substandard lot. If more than one adjoining property owner elects in writing to receive title to a portion of the substandard lot, the property will be divided in order to create two standard adjoining lots.
- (6) If dividing the substandard lot among adjoining property owners does not create two standard lots, ownership of the entire lot will be awarded to the owner of the adjoining lot with the greater degree of a substandard condition. If not accepted by this adjoining owner, then the lot will be awarded to the other adjoining owner.
- (7) If the property adjacent to a substandard lot is standard in nature, the property will be divided among the adjoining property owners. If only one adjoining standard property owner shows interest in the standard lot, full property ownership will be awarded to this owner.

SECTION 1.(c) Standard surplus real property may be disposed of under the following procedures:

- (1) The City Clerk will notify the Planning and Community Development Department of the City's receipt of standard real surplus property.
- (2) The Planning and Community Development Department will identify all contiguous property owners.
- (3) The Planning and Community Development Department will determine if any of the adjoining parcels are substandard.

- (4) If a substandard lot adjoins a standard City surplus lot and the property owner agrees to pay fifty percent (50%) of the tax value of the surplus lot, this lot will be sold to the owner of the substandard lot at this price without soliciting further additional bids.
- (5) If more than one adjoining property is substandard and both property owners are willing to share in the minimum asking price of fifty percent (50%) of the total property tax value of the standard lot, the lot in question will then be subdivided between the two adjoining property owners of substandard lots without soliciting further bids provided this division creates two standard lots. If not accepted by this adjoining owner, then the lot will be awarded to the other adjoining owner.
- (6) When all adjacent lots are standard in nature, the Finance Department will conduct the sale of the standard surplus lot. Standard surplus lots will be offered for sale in accordance with the provisions of G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property's tax value. No bid for the lot under fifty percent (50%) of the property's tax value may be accepted by the City council.

SECTION 2. When selling standard properties, the City of Goldsboro will at a minimum:

- (1) Notify the adjacent property owners and individuals and entities who have bid on surplus property in the past as well as all local real estate firms.
- (2) Place upon the property a "For Sale" sign.
- (3) Place a nonlegal advertisement in a local newspaper.
- (4) Arrange for the broadcast of at least one public service announcement on a local radio station and PACC 10 TV.

SECTION 3. The City of Goldsboro will contact the County of Wayne for its concurrence prior to beginning the sale of substandard and standard lots which are jointly owned by both governmental entities.

SECTION 4. This act becomes effective July 1, 2004.

In the General Assembly read three times and ratified this the 13th day of July, 2004.

s/ Beverly E. Perdue
President of the Senate

s/ James B. Black
Speaker of the House of Representatives

mail 5/6/17 g

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

Parcel: 360000 8623

Street: Swan St

Signed: Beautanous Coor

Date: 5/6/17

Name Beautanous Coor

Address: 807 N. Seaboard St., Goldsboro NC 27530

Phone: (919) 750-3842

Email: _____

Amount of Bid Deposit: \$1.00

Rec'd 5/8/19 ag

I, Theresa Woods would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

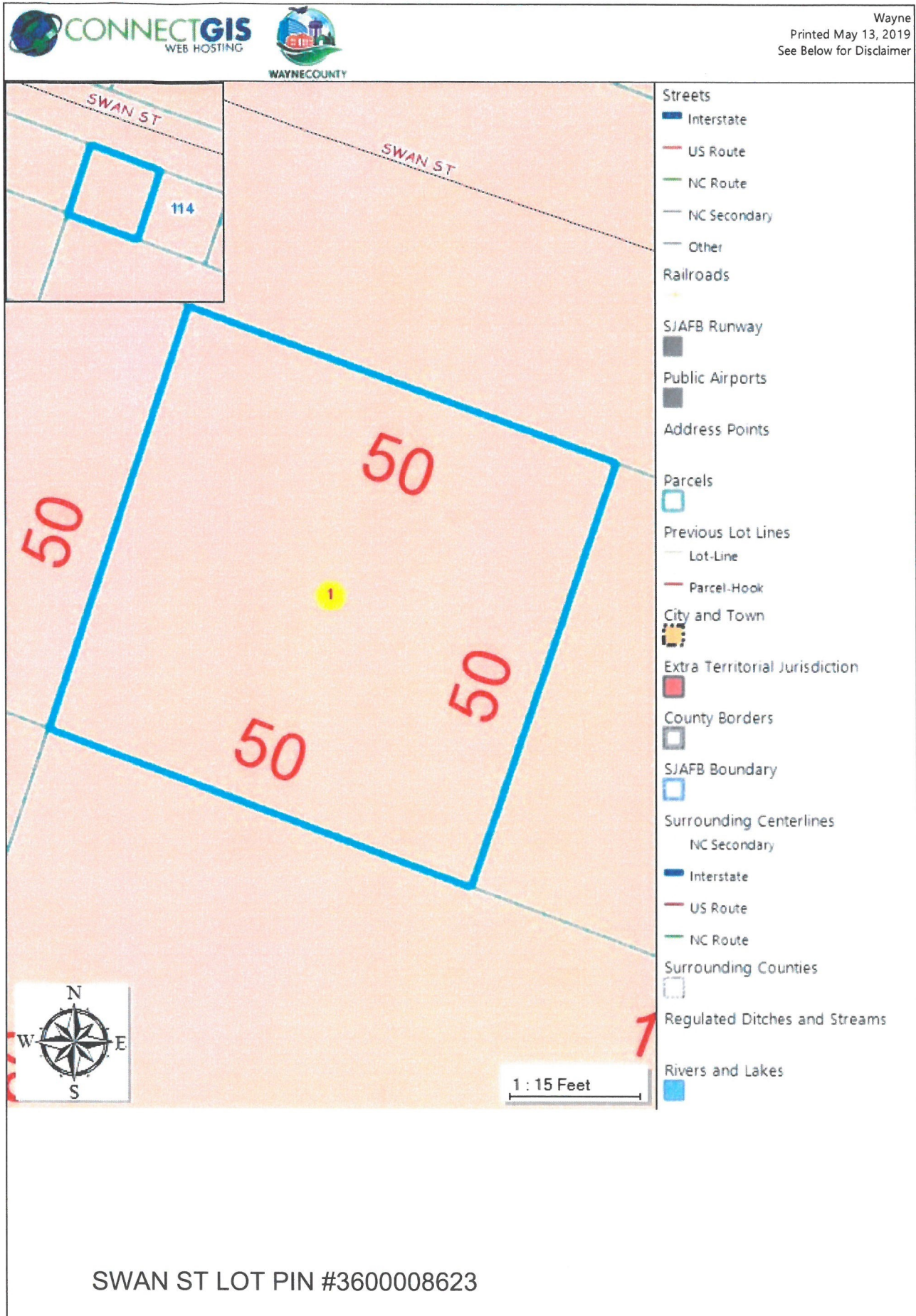
Parcel: 3600008623

Street: Swan St

Signed: Theresa D. Woods

Date: 5/7/2019

Name Theresa Dawson Woods
Address: 602 South Best St. Goldsboro, NC 27530
Phone: (919) 252-1067
Email: Rentahauz@gmail.com
Amount of Bid Deposit: \$1.00



<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
4933	3600008623	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		1/23/2015 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055720	3135	194
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
1	2015	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
02015	0844	12
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
2002	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	SWAN ST	E SWAN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	79266550
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
600	600	600
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V	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.



Wayne County Tax Department

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

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

Property Tax Collections Bill Detail

Current Owner:	WAYNE COUNTY & CITY OF GOLDSBORO	Property Tax	Real Property
Description:	E SWAN ST	Bill Status:	FULL RELEASE
Location:	SWAN ST UNINCORPORATED	Bill Flag:	OWNERSHIP TRANSFER
Mailing Address:	PO BOX 227 GOLDSBORO NC 27533-0227	Bill #:	0100147766-2015-2015-0000-00
Parcel #:	0055720	Old Bill #:	
Lender:		Old Account #:	
		Due Date:	9/1/2015
		Interest Begins:	1/6/2016

	Value	Rate	Tax Districts	Description	Amount
Real	\$600	.6650	WAYNE COUNTY	Tax	\$0.00
Deferred	\$0				
Use	\$600	.6500	GOLDSBORO	Tax	\$0.00
Personal	\$0				
Exempt & Exclusion	\$0				
					Interest: \$0.00
Total Assessed Value					Total Billed: \$0.00
Total Assessed Value					\$600

Transaction History

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

Current Due: **\$0.00**

Correct if paid by



Recalculate Interest

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.

Rec'd 5/6/19

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

Parcel: 360000 8551

Street: 917 N. John St.

Signed: Beautanous Coor

Date: 5/6/19

Name Beautanous Coor

Address: 807 N. Seaboard St. Goldsboro, NC 27530

Phone: (919) 250-3842

Email: _____

Amount of Bid Deposit: \$1.00

Rec'd 5/8/19 g

I, Theresa Woods would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property (50% of property – property divided between two adjacent owners) at the following location:

Parcel: 3600008551

Street: 917 N. John St

Signed: Theresa D. Woods

Date: 5/7/2019

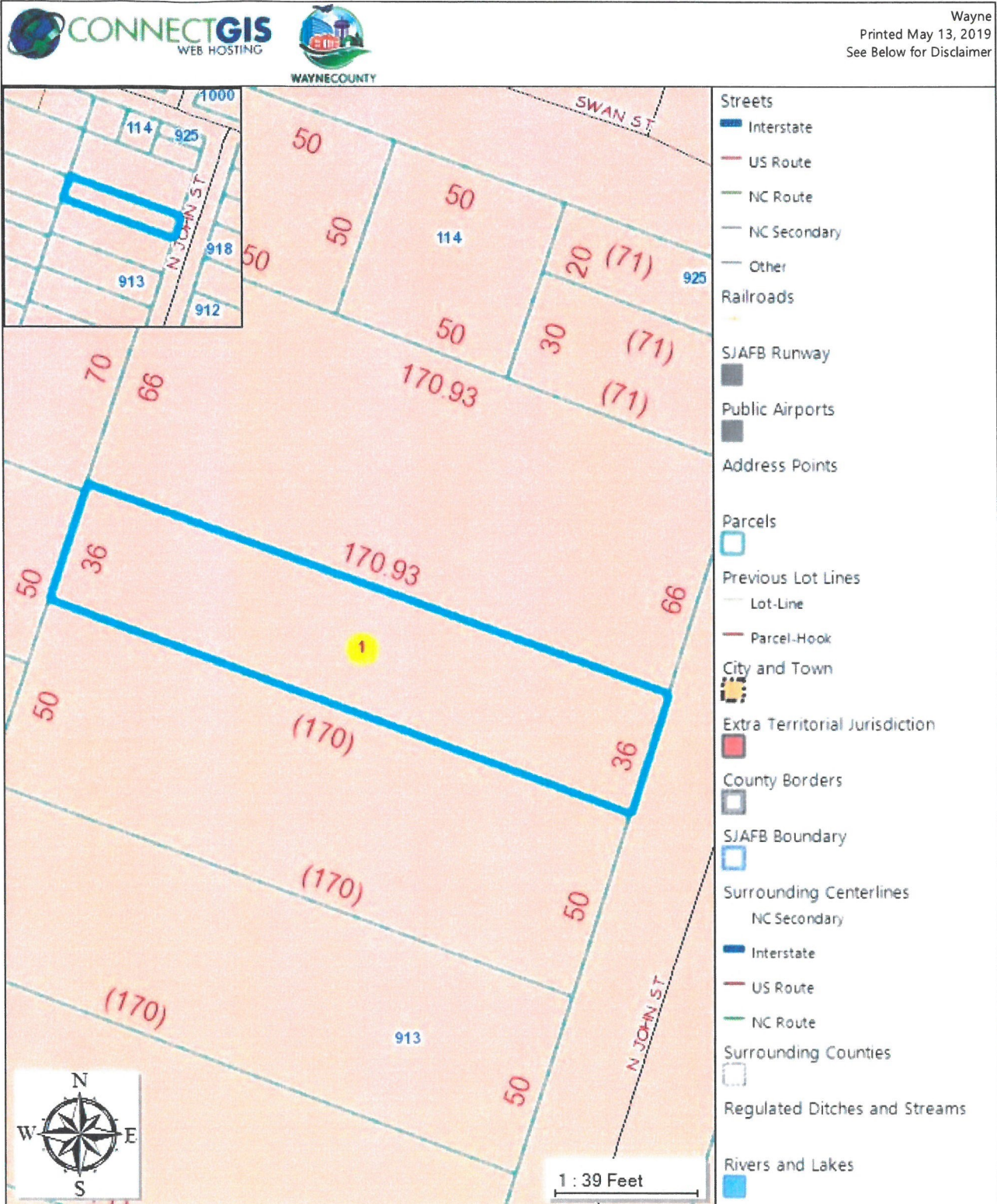
Name Theresa Dawson Woods

Address: 602 South Best St. Goldsboro, NC 27530

Phone: (919) 252-1067

Email: Rentahauz@gmail.com

Amount of Bid Deposit: \$1.00



<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
1692	3600008551	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
	PO BOX A	
<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>
27533-9701		10/1/1991 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055718	1307	337
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
10	1991	750
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
0071E	0051	1
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
1971	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	917 N JOHN ST	N JOHN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	76121320
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
1500	1500	1500
<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.

WAYNE COUNTY

CITY OF GOLDSBORO

917 N JOHN ST

76121320

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

Reval Year: 2019 Tax Year: 2019 N JOHN ST

Appraised by 60 on 01801 CENTRAL BUSINESS DISTRICT

Return/Appeal Notes: 3600008551

UNIQ ID 55718

ID NO: 12000049002015

CARD NO. 1 of 1

1.000 LT

TW-12

SRC=

C-01 EX-5 AT-

LAST ACTION 20170729

5/13/2019 7:20:11 PM

CONSTRUCTION DETAIL

TOTAL POINT VALUE

BUILDING ADJUSTMENTS

TOTAL ADJUSTMENT

FACTOR

TOTAL QUALITY INDEX

USE

MOD

Eff.

Area

QUAL

BASE

RATE

RCN

EYB

AYB

% GOOD

TYPE: SINGLE FAMILY RESIDENTIAL

STORIES:

MARKET VALUE

DEPRECIATION

CORRELATION OF VALUE

CREDENCE TO

DEPR. BUILDING VALUE - CARD

DEPR. OB/XF VALUE - CARD

MARKET LAND VALUE - CARD

TOTAL MARKET VALUE - CARD

TOTAL APPRAISED VALUE - CARD

TOTAL APPRAISED VALUE - PARCEL

TOTAL PRESENT USE VALUE - PARCEL

TOTAL VALUE DEFERRED - PARCEL

TOTAL TAXABLE VALUE - PARCEL

PRIOR

BUILDING VALUE

OBXF VALUE

LAND VALUE

PRESENT USE VALUE

DEFERRED VALUE

TOTAL VALUE

PERMIT

CODE

DATE

NOTE

NUMBER

AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF.

RECORD

DATE

DEED

TYPE

Q/UV/I

INDICATE SALES

PRICE

BOOK

PAGE

MO/YR

WD

U

I

750

0071E

0051

1

1971

WD

U

I

0

HEATED AREA

NOTES

BW 71-E-51

SUBAREA

TYPE

GS

AREA

%

RPL

CS

CODE

QUALITY

DESCRIPTION

LT

HT

WT

UNITS

UNIT

PRICE

ORIG

%

COND

BLDG

#

L/B

SIZE

FACT

AYB

EYB

ANN

DEP

RATE

OVR

%

COND

OB/XF

DEPR.

VALUE

FIREPLACE

SUBAREA

TOTALS

TOTAL OB/XF VALUE

BUILDING DIMENSIONS

LAND INFORMATION

HIGHEST AND

USE

LOCAL

FRON

DEPTH

DEPTH /

LND

COND

OTHER ADJUSTMENTS

ROAD

LAND

TOTAL

UNT

TOTAL

ADJUSTED

LAND

LAND

BEST USE

CODE

ZONING

TAGE

SIZE

MOD

FACT

AND NOTES

TYPE

UNIT

LAND

UNITS

TYP

ADJST

UNIT PRICE

VALUE

NOTES

0100

0100

R-6

36

170

1.0400

2

1.0000

RF AC LC TO OT

40.00

36.000

FF

1.040

41.60

1498

TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA

1 of 1

5/13/2019, 7:19 PM

mid 5/6/19 of

I, Beautanous Coor would like to offer the

City of Goldsboro the sum of \$1.00 for the

purchase of property at the following location:

Parcel: 3600008672

Street: 114 Swan St

Signed: Beautanous Coor

Date: 5/6/19

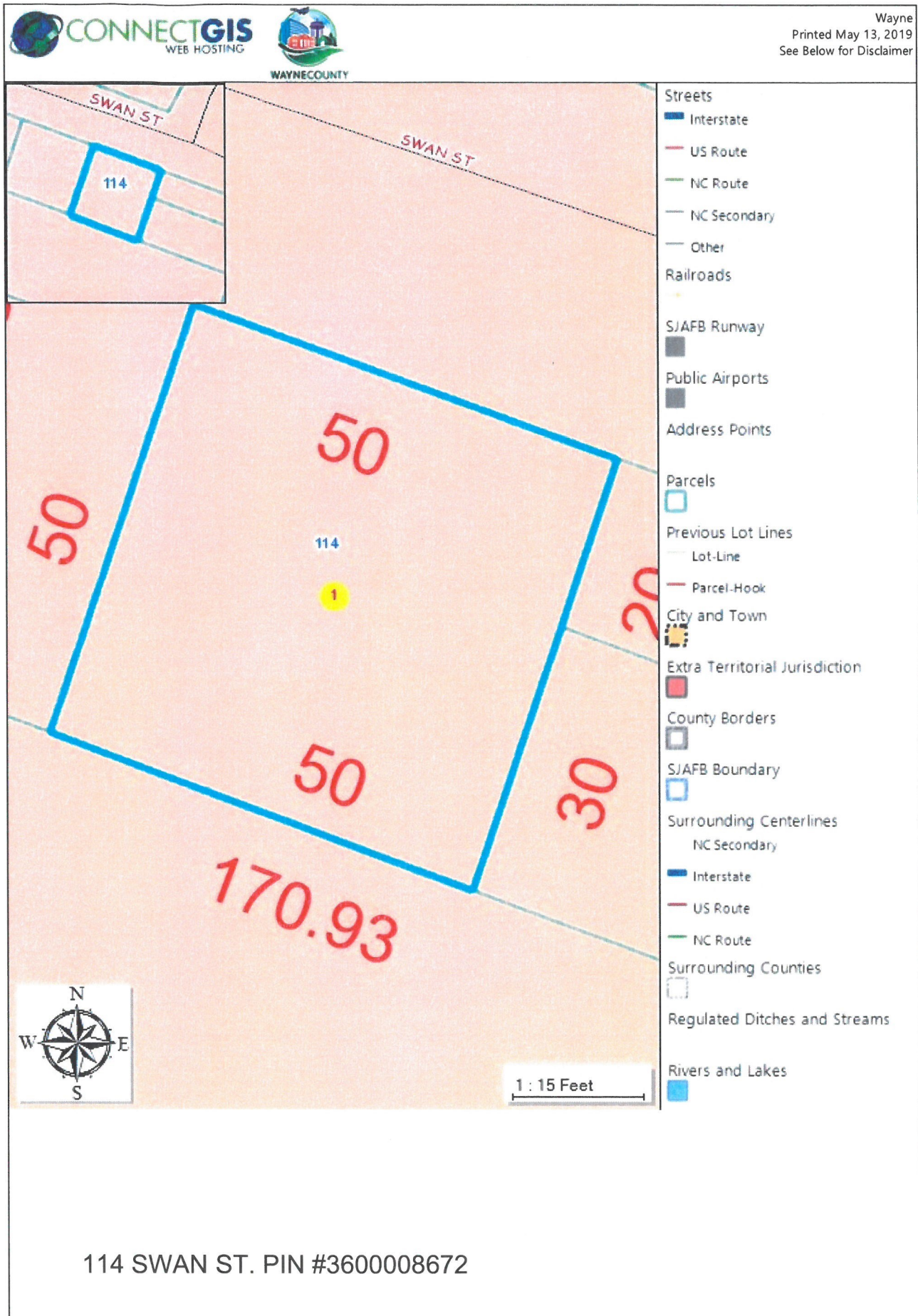
Name Beautanous Coor

Address: 807 N. Seaboard St, Goldsboro, NC 27530

Phone: (919) 750-3842

Email: _____

Amount of Bid Deposit: \$1.00



114 SWAN ST. PIN #3600008672

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
2284	3600008672	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		1/23/2015 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0055721	3135	194
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
1	2015	0
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
02015	0844	12
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
2002	0	01 - SINGLE FAMILY RESIDENTIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	114 SWAN ST	SWAN ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01801	79266550
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	6650	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
1180	7830	7830
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
1	1	

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Wayne County Tax Department

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

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

Property Tax Collections Bill Detail

Current Owner:	WAYNE COUNTY & CITY OF GOLDSBORO	Property Tax	Real Property
Description:	SWAN ST	Bill Status:	FULL RELEASE
Location:	114 SWAN ST UNINCORPORATED	Bill Flag:	OWNERSHIP TRANSFER
Mailing Address:	PO BOX 227 GOLDSBORO NC 27533-0227	Bill #:	0100102029-2015-2015-0000-00
Parcel #:	0055721	Old Bill #:	
Lender:		Old Account #:	
		Due Date:	9/1/2015
		Interest Begins:	1/6/2016
		</	

Transaction History

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

Current Due: **\$0.00**

Correct if paid by 5/13/2019



Recalculate Interest

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- 39

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, Swan Street (NC Pin #3600008623 Parcel ID 0055720); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Beautanous Coor and an offer of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Theresa Woods to be divided approximately as described in the attached; and

WHEREAS, both Offerors have paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

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

- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this 20th
day of May, 2019.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

RESOLUTION NO. 2019- 40

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, 917 N. John Street (NC Pin #3600008551 Parcel ID 0055718); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Beautanous Coor and an offer of \$1.00 (One Dollar and no/100) for 50% (Fifty percent) of the lot submitted by Theresa Woods to be divided approximately as described in the attached; and

WHEREAS, both Offerors have paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

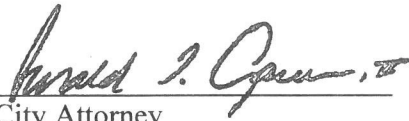
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

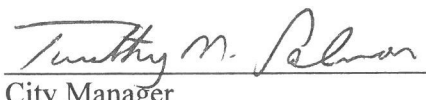
- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this 20th
day of May, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager

RESOLUTION NO. 2019- 41

RESOLUTION AUTHORIZING SALE OF SURPLUS
SUBSTANDARD REAL PROPERTY
UNDER SESSION LAW 2004-94 SENATE BILL 1370

WHEREAS, the City of Goldsboro owns certain property, 114 Swan Street (NC Pin #3600008672 Parcel ID 0055721); and

WHEREAS, North Carolina Session Law 2004-94 permits the city to sell substandard surplus lots owned by the City of Goldsboro and Wayne County to adjoining property owners; and

WHEREAS, the Planning and Community Development Department has identified the contiguous property owners and have determined that the named lot to be a substandard parcel; and

WHEREAS, the Planning and Community Development Department has contacted the adjoining property owners to determine their interest in receiving the substandard lot; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$1.00 (One Dollar and no/100) for the lot submitted by Beautanous Coor; and

WHEREAS, Offeror has paid the required earnest money deposit of \$1.00 (One Dollar and no/100).

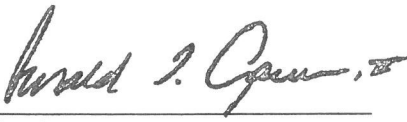
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

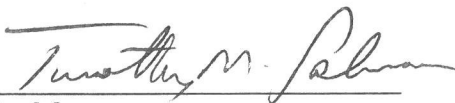
- 1) The City Council authorizes the sale of the property described above through North Carolina Session Law 2004-94.
- 2) The Planning and Community Development Director shall contact and seek concurrence by the Wayne County Board of Commissioners on the sale of the property described above.
- 3) Upon concurrence by the Wayne County Board of Commissioners, the City Council further authorizes and empowers City staff to execute the instruments necessary to convey the property to the Offerors.
- 4) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Earnest moneys received shall be applied to purchase price.
 - c) Buyer must pay closing costs.
 - d) Buyer must recombine his/her portion of lot with his/her adjoining property.
- 5) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this 20th
day of May, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
May 20, 2019 COUNCIL MEETING

SUBJECT: Authorization of sale of real property under (G.S. 160A-266 and 160A-269, 279).

BACKGROUND: Staff has received a request from Wayne County to approve or disapprove the sale of real property. Board must either accept or reject the offer, and if accepted authorize City staff to execute instruments necessary to transfer ownership. (Session Law 2004-94 Senate Bill 1370)

DISCUSSION: The following offers have been received and approved by the Wayne County Board of Commissioners and require the City of Goldsboro to accept or reject the offer:

912 N. John Street (Pin #3600009385)

Offeror: St. Matthews AME Zion Church

Offer: \$4,300.00

Tax Value: 1,620.00

Parcel ID:

The adjoining owner (the church) has offered to purchase this property from Wayne County and the City of Goldsboro. It was foreclosed in March and had no bidders. The County has accepted the offer and completed the upset bid process. The County has finalized the upset bid process and approved the final sale. This is conducted under General Statute § 160A-269.

707 and 709 N. Georgia Avenue

Offeror: Habitat for Humanity (non-profit)

Offer: \$1.00

The Habitat for Humanity of Goldsboro-Wayne has requested that these two parcels be donated to the group for purposes of carrying out its mission to provide housing for those in need. The Wayne County Board of Commissioners has approved the donation and transfer of the parcels as requested. The County is now requesting that the City Council either approve or deny the request. This is conducted under General Statute § 160A-279.

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

1. Approve or deny sale of 912 N. John Street to ?. If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.
2. Approve or deny sale of 707 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit). If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.
3. Approve or deny sale of 709 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit). If approved, adopt attached resolution authorizing City staff to execute instruments necessary to transfer ownership.

Date: _____

Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2019- 42

**RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY**

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 912 N. John Street; and

WHEREAS, North Carolina General Statute § 160A-269 permits the local governments to dispose of surplus real property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to purchase the property described above, in the amount of \$4,300.00 (Four Thousand Three Hundred Dollars and no/100) submitted by St. Matthews AM Zion Church (Offeror); and

WHEREAS, the County of Wayne has properly conducted and completed the upset bid process as required in General Statute § 160A-269 and 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 sale.

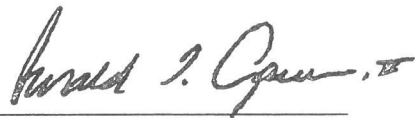
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

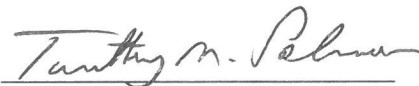
- 1) The City Council approves and authorizes sale of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments necessary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

This resolution shall be in full force and effect from and after this 20th day of May, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager

RESOLUTION NO. 2019- 43

**RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY
UNDER GENERAL STATUTE § 160A-279**

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 707 N. Georgia Avenue; and

WHEREAS, North Carolina General Statute § 160A-279 permits the local governments to dispose of surplus real property to entities carrying out a public purpose after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to transfer and donate the property described above, in the amount of \$1.00 (One Dollars and no/100) submitted by Habitat for Humanity of Goldsboro-Wayne (Offeror); and

WHEREAS, Habitat for Humanity of Goldsboro-Wayne is registered as 501(c)3 with the Internal Revenue Service and is current with its 990 filing requirements. The entity is also registered with the North Carolina Secretary of State as a non-profit corporation and has a current-active status; and

WHEREAS, the County of Wayne has properly accepted and approved the final transfer and donation to the Offeror as required in General Statute § 160A-279; 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.

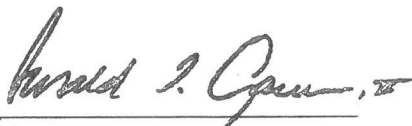
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

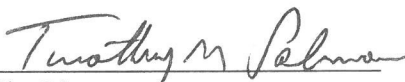
- 1) The City Council approves and authorizes the transfer and donation of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments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

This resolution shall be in full force and effect from and after this 20th day of May, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager

RESOLUTION NO. 2019- 44

**RESOLUTION CONCURRING WITH DISPOSAL OF
REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY
UNDER GENERAL STATUTE § 160A-279**

WHEREAS, the County of Wayne and City of Goldsboro jointly own certain real property, 709 N. Georgia Avenue; and

WHEREAS, North Carolina General Statute § 160A-279 permits the local governments to dispose of surplus real property to entities carrying out a public purpose after receipt of an offer for the property; and

WHEREAS, the County of Wayne received and accepted said offer to transfer and donate the property described above, in the amount of \$1.00 (One Dollars and no/100) submitted by Habitat for Humanity of Goldsboro-Wayne (Offeror); and

WHEREAS, Habitat for Humanity of Goldsboro-Wayne is registered as 501(c)3 with the Internal Revenue Service and is current with its 990 filing requirements. The entity is also registered with the North Carolina Secretary of State as a non-profit corporation and has a current-active status; and

WHEREAS, the County of Wayne has properly accepted and approved the final transfer and donation to the Offeror as required in General Statute § 160A-279; 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.

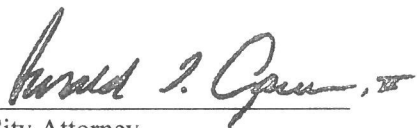
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

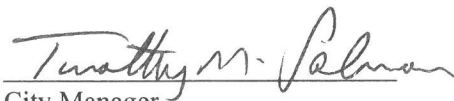
- 1) The City Council approves and authorizes the transfer and donation of the property described above.
- 2) The terms of the final sale are:
 - a) Buyer must pay with cash at the time of closing.
 - b) Buyer must pay closing costs.
- 3) The appropriate city officials are authorized to execute the instruments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

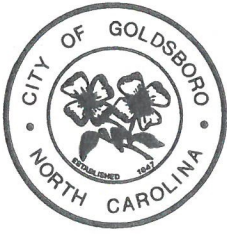
This resolution shall be in full force and effect from and after this 20th day of May, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

MILITARY APPRECIATION MONTH PROCLAMATION

WHEREAS, our brave service men and women, their families, and their loved ones share in the support and sacrifices necessary for our freedom; and

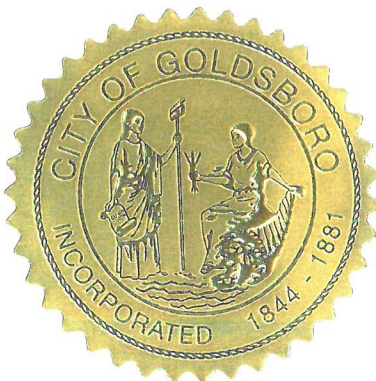
WHEREAS, this proclamation marks the beginning of Military Appreciation Month, a month in which the Department of Defense and our grateful nation will honor the courage, commitment, and selfless service of our military; and

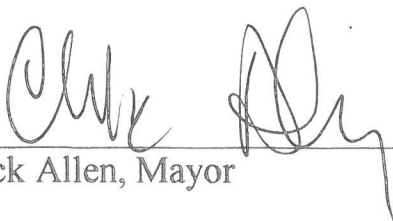
WHEREAS, community members, businesses, military bases and posts, and other organizations are encouraged to recognize military members and their loved ones with special events such as family activities, community gatherings, sporting events, retail discounts, and other forms of special recognition throughout the entire month of May; and

WHEREAS, military-connected non-profit organizations, veterans service organizations, and other military service providers, both public and private, are encouraged to band together to honor and serve our military families and their loved ones during the month of May.

NOW, THEREFORE, I, Mayor Chuck Allen, do hereby proclaim May 2019 as ***Military Appreciation Month***, and officially recognize the many sacrifices made by our veterans, service members, wounded warriors, their families, and their survivors, as well as the vast network of organizations that serve these heroes across the state.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Goldsboro, North Carolina, to be affixed on this 20th day of May, 2019.





Chuck Allen, Mayor