

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 1, 2019**

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

I. ADOPTION OF THE AGENDA

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

- a. Disclosure Form Complaint Investigation Results (City Attorney)

NEW BUSINESS

- b. Keys to Healing-Guinness World Record Request (City Manager)
- c. 1919 American LaFrance 100 Year Anniversary and Restoration Drive (Fire)

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

Invocation (Rev. Penny Ziemer, First Christian Church)
Pledge to the Flag

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A. Minutes of the City Council Retreat on February 14-15, 2019

VI. PRESENTATIONS

- B. Human Relations Awards Presentations
- C. National Service Recognition Day Proclamation
- D. Boys and Girls Club Week Proclamation
- E. Week of the Young Child Proclamation
- F. Comprehensive Annual Financial Audit Presentation (Dean Horne of Carr, Riggs and Ingram)
- G. 2019 Work Plan Presentation (DGDC)

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

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

- H. Contract Award – Repainting of Center/Holly Street Water Storage Tank - Formal Bid No. 2019-001 (Engineering)
- I. 2018 Wastewater Collection System Rehabilitation – Change Order #1 (Engineering)
- J. NC Historic Preservation Tax Credit Program Support (Downtown Goldsboro)
- K. FY 2016 TIGER Discretionary Grant Agreement, Grant No. 12155296 (Downtown Goldsboro)
- L. Award to Cunningham Recreation to install Splash Pad at Bryan Multi-Sports Complex (Parks and Recreation)
- M. Z-3-19 Woodmac, LLC – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road (Planning)

DH/BB
5-2

- N. Z-4-19 MC Morgan & Associates – South side of Central Heights Road between N. Oak Forest Drive and Thoroughfare Road (R-12 Residential and R-16 Residential to R-12 CD Residential - Conditional District) (Planning)
- O. Z-5-19 Allsbroom Gardens – East side of Cuyler Best Road between Chafin Road and Oxford Boulevard (R-16 Residential to R-6 CD Residential - Conditional District) (Planning)
- P. CU-3-19 Michael Garrett – Subject property located on the North side of E. Ash Street between Durant Street and Ridgewood Drive (Place of Entertainment w/out ABC) (Planning)
- Q. CU-4-19 Scott and Christopher Wood – Subject property located on the North side of E. Ash Street between N. James Street and N. Center Street (Planning)
- R. Unified Development Ordinance Amendments (Planning)

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

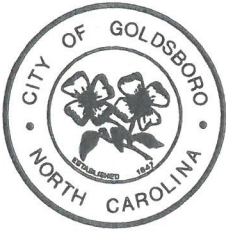
X. CITY MANAGER'S REPORT

XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

- S. Goldsboro Toastmasters Anniversary Month Proclamation

XII. CLOSED SESSION

XIII. ADJOURN



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

NATIONAL SERVICE RECOGNITION DAY PROCLAMATION

WHEREAS, service to others is a hallmark of American character, and central to how we meet our challenges; and

WHEREAS, the nation's cities and counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet community needs; and

WHEREAS, participants in AmeriCorps and Senior Corps address the most pressing challenges facing our cities, counties and nation, from educating students for jobs in the 21st century, supporting veterans and military families, providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, including Goldsboro NC, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our city's economic and social well-being; and

WHEREAS, Foster Grandparents are role models, mentors, and friends to children with special or exceptional needs in Childcare Centers, Head Start Centers and Elementary Schools. Foster Grandparents help children learn to read and provide one-on-one tutoring in classroom settings; and

WHEREAS, more than 280 national service volunteers of all ages and backgrounds serve in the Goldsboro NC community providing vital support to city residents and improving the quality of life in our city; and

WHEREAS, Senior Companions provide assistance and friendship to adults who have difficulty with daily living tasks. Senior Companions help adults remain independent in their homes instead of having to move to institutional facilities and also provide much needed respite for family caregivers; and

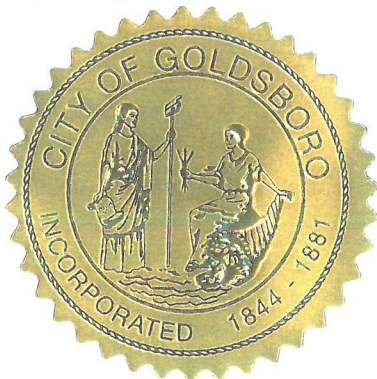
WHEREAS, the Corporation for National and Community Service shares a priority with city and county officials nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 2, 2019.

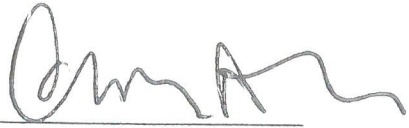
NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim April 2, 2019, as

NATIONAL SERVICE RECOGNITION DAY

in Goldsboro, North Carolina, and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 1st day of April, 2019.





Chuck Allen, Mayor

Boys & Girls Club Week Proclamation

WHEREAS, the young people of Goldsboro, North Carolina are tomorrow's leaders; and

WHEREAS, many young people need professional youth services to help them achieve their full potential; and

WHEREAS, there are three Boys & Girls Clubs serving Wayne County – including Goldsboro, Fremont and Mount Olive – that serve more than 591 young people annually; and

WHEREAS, Boys & Girls Clubs instill young people with the self-confidence to believe they can succeed at anything they put their mind to, and stand at the forefront of efforts in the areas of key programs, e.g., academic success, healthy lifestyles, good character and citizenship; and

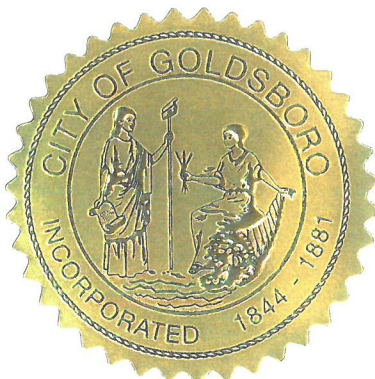
WHEREAS, Boys & Girls Club of Goldsboro, North Carolina help ensure young people have a safe, supportive place to spend time and will provide them with quality youth development programs; and

WHEREAS, the Boys & Girls Club of Goldsboro will celebrate National Boys & Girls Club Week with some 4,000 Clubs and over 2 million more children and teens nationwide.

NOW, THEREFORE, I, Chuck Allen, Mayor of Goldsboro, North Carolina, do hereby proclaim April 8-12, 2019, as Boys & Girls Club Week in Goldsboro, North Carolina.

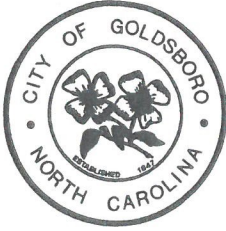
Furthermore, I encourage all citizens to join me in recognizing and commending our Boys & Girls Club in Goldsboro, North Carolina for providing the young people of our communities with comprehensive and effective youth development services.

This the 1st day of April, 2019.



A handwritten signature in black ink, appearing to read "Chuck Allen".

Chuck Allen
Mayor



City of Goldsboro

H.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

WEEK OF THE YOUNG CHILD PROCLAMATION

WHEREAS, the City of Goldsboro values the importance of children's positive experiences in shaping their learning and developing during their earliest years; and

WHEREAS, the City of Goldsboro supports high quality accessible, and affordable child care and early childhood education; and

WHEREAS, quality education from the start and health of the child from birth are vital to building a strong community, state, and country; and

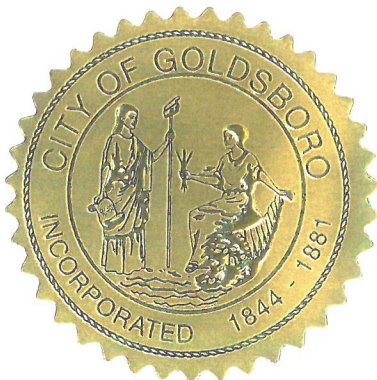
WHEREAS, Partnership for Children of Wayne County and North Carolina Partnership for Children, along with North Carolina Association for the Education of Young Children, North Carolina Child Care Coalition and all child care centers and preschools in the City of Goldsboro, join together in recognizing and supporting the people and programs that are committed to providing high quality early childhood education and services; and

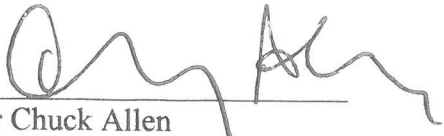
WHEREAS, the Week of the Young Child is a time to thank and recognize our early childhood educators that care for and educate our youngest children; and

WHEREAS, the Week of the Young Child is a time to recognize that children's opportunities are our responsibilities and to commit ourselves to ensuring that every child experiences the type of environment that will promote their early learning; and

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim April 8-12, 2019, as "WEEK OF THE YOUNG CHILD," and commend its observance to all citizens of the City of Goldsboro.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 1st day of April, 2019.




Mayor Chuck Allen

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING

SUBJECT: Contract Award – Repainting of Center/Holly Street Water Storage Tank - Formal Bid No. 2019-001

BACKGROUND: On Tuesday, March 19, 2019, four (4) sealed bids were received for the Repainting of Center/Holly Street Water Storage Tank.

The proposed work consists of repainting the exterior and interior of a 1,000,000 gallon elevated water storage tank and tank structure along with the final structural repair.

Utility Service Company, Inc. of Perry, Georgia submitted the low bid for this project for a total cost of \$1,040,200. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Utility Service Co., Inc. Perry, GA	\$1,040,200
Olympic Enterprises, Inc. Hubert, NC	\$1,076,500
D & M Painting Corp. Washington, PA	\$1,331,800
Titan Industrial Services, Inc. Baltimore, MD	\$2,169,638

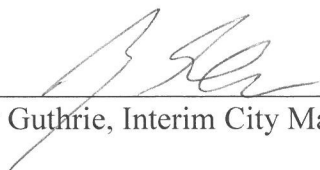
DISCUSSION: The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have reviewed the financing of this project with the Finance Director and determined that a \$513,500 allocation is included for this project in Fiscal Year 2018-19 budget. A budget ordinance is required for the additional \$526,700 required for the Repainting of Center/Holly Street Water Storage Tank.

RECOMMENDATION: Recommend the City Council, by motion:

- (1) Adopt the attached budget ordinance decreasing the fund balance of the utility fund by \$526,700;

(2) Adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$1,040,200 with Utility Service Company, Inc. for the Repainting of Center/Holly Street Water Storage Tank.

Date: 26 Mar 19 
Guy M. Anderson, P. E., City Engineer

Date: 4/1/19 
Randy Guthrie, Interim City Manager

RESOLUTION NO. 2019 - 19

RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A
CONTRACT FOR REPAINTING OF CENTER/HOLLY STREET WATER TANK
FORMAL BID NO. 2019-001

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to initiate a project for the repainting of the Center/Holly Street water storage tank; and

WHEREAS, the total low bid for the Repainting of Center/Holly Street Water Storage Tank was submitted by Utility Service Company, Inc. of Perry, Georgia in the amount of \$1,040,200; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept the low bid and award the contract to Utility Service Company, Inc. in the amount of \$1,040,200 for the Repainting of Center/Holly Street Water Storage Tank;

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Utility Service Company, Inc. in the amount of \$1,040,200 for the Repainting of Center/Holly Street Water Storage Tank.

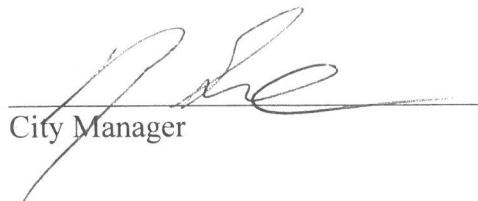
2. This resolution shall be in full force and effect from and after this 1st day of April, 2019.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

ORDINANCE NO. 2019-14

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

WHEREAS, the City of Goldsboro received sealed bids for the repainting of the Center/Holly Street Water Storage Tank; and

WHEREAS, the work consists of repainting the exterior and interior of the one million gallon water storage tank and tank structure along with the final structural repair located on Center/Holly Street; and

WHEREAS, Utility Service Company, Inc. submitted the low bid at a total cost of \$1,040,200; and

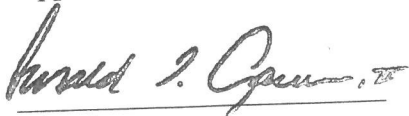
WHEREAS, current funding in the amount of \$513,500 is allocated in the current year's budget but additional funding is required in the amount of \$526,700 for the financing of this project; and

WHEREAS, since the current fiscal year's budget does not contain sufficient monies to meet these obligations, the City of Goldsboro needs to appropriate \$526,700 from the fund balance in the Utility Fund.

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

1. Decreasing the Unappropriated Fund Balance of the Utility Fund in the amount of \$526,700.
2. Increasing the line item entitled "Water Tank Painting" (61-4178-5912) in the amount of \$526,700 in the Utility Capital Projects Division.
3. This Ordinance shall be in full force and effect from and after the 1st day of April 2019.

Approved as to form only:


City Attorney

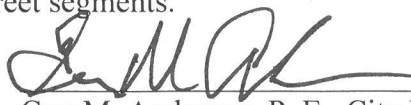
Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING

- SUBJECT:** 2018 Wastewater Collection System Rehabilitation
Formal Bid No. 2018-007 – Change Order No. 1
- BACKGROUND:** The 2018 wastewater rehabilitation project provides for removal and replacement of approximately 1,635 linear feet of existing sanitary sewer mains for segments of Jefferson Street, Beech Street, and Audubon Avenue.
- DISCUSSION:** Staff requested the contractor, Herring-Rivenbark, Inc., provide costs for additional rehabilitation of street segments to facilitate improvements in this area. An estimated cost of \$844,753 was submitted by Herring-Rivenbark.
- The addition of street segments for Jefferson Street, Beech Street, and Audubon Avenue will require the contract completion time to be extended by 150 days. The amended contract completion date for the remaining street segments is November 1, 2019.
- Staff recommends issuing a change order to the current contract with Herring-Rivenbark for the wastewater collection system rehabilitation project. We have reviewed this change order with the Finance Director and determined that funds are available from FEMA for these repairs caused by Hurricane Florence. A budget ordinance is necessary for the additional rehabilitation.
- RECOMMENDATION:** It is recommended that the City Council, by motion:
1. Adopt the attached budget ordinance appropriating funds for Change Order No. 1 for the 2018 Wastewater Collection System Rehabilitation Project.
 2. Adopt the attached resolution authorizing the City Manager to execute a change order for \$844,753 with Herring-Rivenbark, Inc. for rehabilitation of additional street segments.

Date: 27 MAR 19



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

Date: 4/11/19



Randy Guthrie, Interim City Manager

ORDINANCE NO. 2019 -15

AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE
CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR

WHEREAS, the City of Goldsboro had wastewater damage during Hurricane Florence; and

WHEREAS, the City had damaged sections at Jefferson Street, Beech Street and Audubon Ave at a cost of \$603,224 and awarded a contract to Herring-Rivenbark, Inc. for the repair of these damaged lines on December 3, 2018; and

WHEREAS, additional rehabilitation of street sections was deemed necessary to facilitate improvements in this area and the contractor has proposed an additional cost of \$844,753; and

WHEREAS, since the City anticipates reimbursement for these repairs, these expenditures and reimbursement of funds need to be reflected in the City's Operating Budget for the 2018-19 Fiscal Year;

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

1. Increasing the revenue line item entitled "FEMA Reimbursement" (61-0003-8152) in the amount of \$844,753.
2. Increasing expenditure line item entitled "Storm Repairs" (61-4178-3599) in the amount of \$844,753.
3. This Ordinance shall be in full force and effect from and after this the 1st day of April, 2019.

Approved as to Form Only:

Reviewed By:

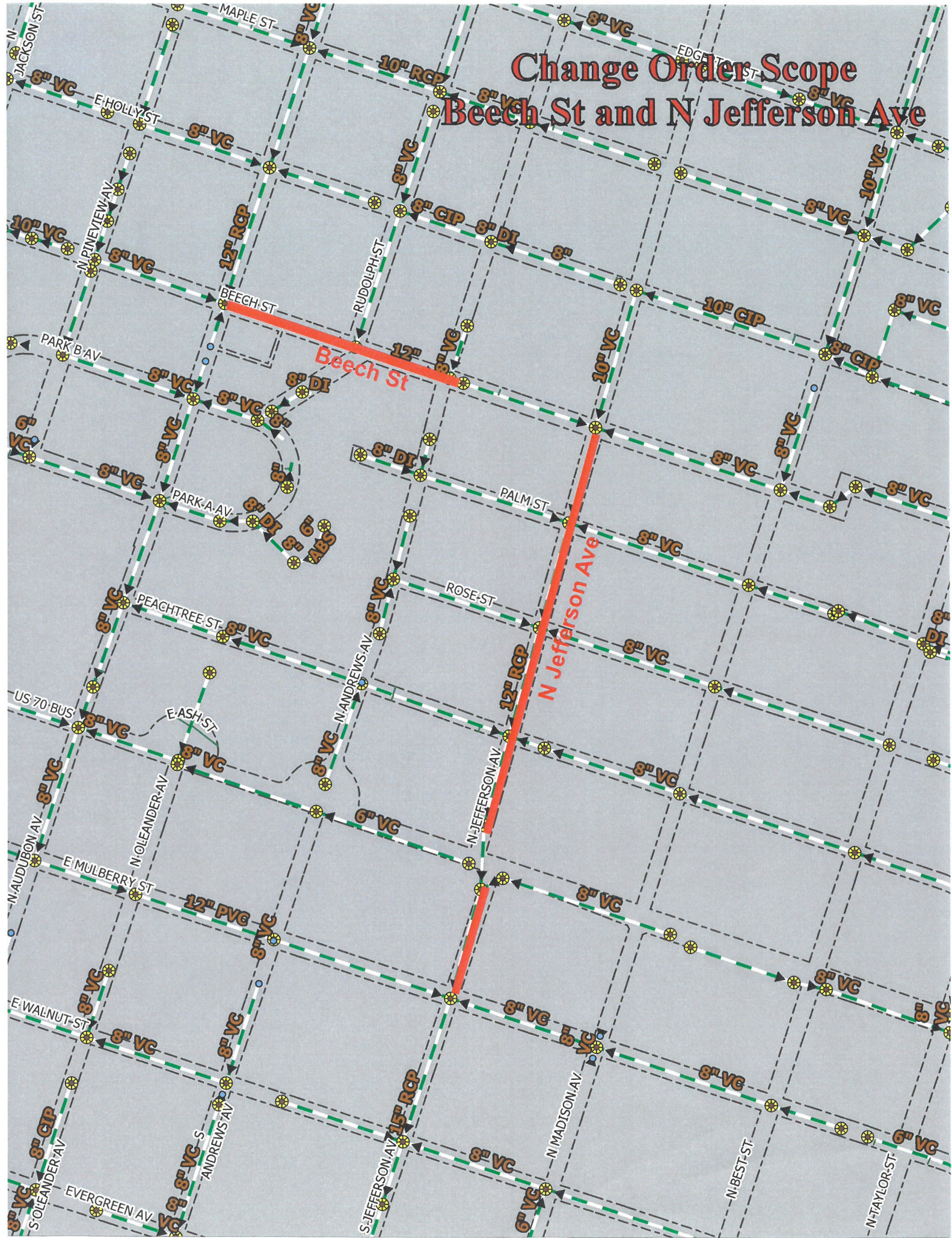


City Attorney



Interim City Manager

Change Order Scope Beech St and N Jefferson Ave



RESOLUTION NO. 2019- 20

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 1 WITH HERRING-RIVENBARK, INC. FOR
2018 WASTEWATER COLLECTION SYSTEM REHAB PROJECT
FORMAL BID #2018-007

WHEREAS, the City Council of the City of Goldsboro awarded a contract on December 3, 2018 to Herring-Rivenbark, Inc. for the 2018 Wastewater Collection System Rehabilitation Project; and

WHEREAS, the City Council of the City of Goldsboro recommends additional street segments for wastewater collection system rehabilitation; and

WHEREAS, Herring-Rivenbark, Inc. submitted an estimated cost of \$844,753 for the additional street segments; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to issue a change order to Contract #2018-007 with Herring-Rivenbark, Inc. for \$844,753;

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

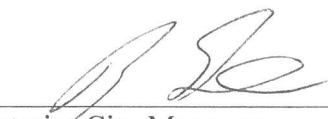
1. The City Manager is hereby authorized and directed to execute Change Order No. 1 for \$844,753 with Herring-Rivenbark, Inc. for wastewater collection system rehabilitation of additional street segments.
2. This resolution shall be in full force and effect from and after this 1st day of April, 2019.

Approved as to Form Only:



City Attorney

Reviewed by:



Interim City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING

SUBJECT: NC Historic Preservation Tax Credit Program Support

BACKGROUND: North Carolina has been one of 33 states (of 43 with a state income tax) that offers the “open to all” incentive of a state piggyback historic tax credit in addition to the federal credit. North Carolina pioneered this program in 1980 and later reaffirmed and strengthened it in 1998. The NC Historic Preservation Tax Credit (HPTC) program is an invaluable tool to spur private sector reinvestment in projects and areas where reinvestment is unlikely to occur otherwise.

Since 1976, when the Federal program was instituted, the credits have encouraged \$2.398 billion of private investment in North Carolina’s historic buildings.

The City of Goldsboro has experienced success with meeting these historic rehabilitation challenges due to the availability of the NC HPTC programs. In fact, nearly \$5.5M of historic investments utilizing this program have been realized in Goldsboro. Of that total, four projects equaling approximately \$3.3M occurred since 2015 when the State reinstated their program after allowing it to sunset in 2014.

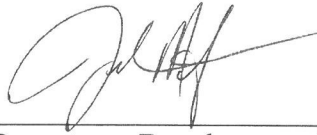
DISCUSSION: The current NC HPTC program is scheduled to sunset, again, at the close of this calendar year, December 31, 2019. This would cause the project we have been working towards completing with Rehab Development to fail as the investor needs these credits to make the project work financially. This would be a \$12M investment loss and would result in us having to find another solution for the six historic buildings, equaling nearly 70,000 square feet of current unproductive; a solution unknown and possibly non-existent if the program is rendered inactive. This does not take into account many other buildings that need reinvestment to be put back into use for Goldsboro’s downtown.

Representative Steve Ross from Burlington NC sponsored House Bill 399 that would reset the sunset for 10 years to extend the end date for the state’s historic tax credits from next year to 2030. It would also increase the amount that developers can apply toward the credit to \$25M and add a 5% credit for projects that occur in a federally declared natural disaster area, such as Goldsboro. Due to our economic Tier and this new proposed credit for natural disaster recovery, Goldsboro would be able to boast a 25% credit for eligible projects; a 5% increase from what we currently have.

While it is recommended that the City support HB 399 as a win for cities and towns across the State and a bonus for towns such as Goldsboro, at a minimum, the City of Goldsboro should support the continuation of the State Historic Preservation Tax Credit Program due to its impact in Goldsboro to spur private investment in our rich historic architectural heritage.

RECOMMENDATION: By motion, authorize the Mayor to sign the attached resolution demonstrating the City of Goldsboro's support for the North Carolina Historic Preservation Tax Credit Program and to share the executed resolution with our partners and state elected officials.

Date: _____



Downtown Development Director

Date: 4/11/9



Interim City Manager

RESOLUTION NO. 2019-21

RESOLUTION SUPPORTING NORTH CAROLINA'S HISTORIC PRESERVATION TAX CREDIT PROGRAMS

WHEREAS, the City of Goldsboro and the Downtown Goldsboro Development Corporation (DGDC) along with other local and regional partners are working towards the revitalization of our downtown area to establish it as a vital economic sector of the City for the community's benefit; and

WHEREAS, the City of Goldsboro realizes that a healthy, vibrant downtown makes all other economic development initiatives in the community easier to achieve; and

WHEREAS, the City of Goldsboro, as well as many private investors, have made significant advancements towards downtown's improvement through strategic planning and reinvestment; and

WHEREAS, the City of Goldsboro understands that the City is fortunate to retain a wealth of historic commercial and residential structures that offer unique opportunities by differentiating our community from other communities and thus, we wish to preserve them for future use and re-investment; and

WHEREAS, the City of Goldsboro recognizes that the highest concentration of our historic structure stock is in the downtown area and this area is the densest of taxable properties in the City providing great opportunities for value and revenue impacts; and

WHEREAS, the City of Goldsboro recognizes that these buildings offer opportunities for small business development, job creation and desirable living spaces in an existing built environment with previously invested infrastructure; and

WHEREAS, the City of Goldsboro is interested in building upon these established investments to strengthen our tax base thus decreasing the potential of future tax increases for our citizens to maintain existing levels of service throughout the community; and

WHEREAS, the historic residential and commercial structures play a vital role in our capabilities to entice re-investment and create our market niche; and

WHEREAS, the rehabilitation of historic structures is challenging in terms of acquiring needed bank financing, meeting building code regulations and overcoming general risks of unknown conditions and securing private investment in blighted or transitional neighborhoods; and

WHEREAS, the City of Goldsboro has experienced success with meeting these historic rehabilitation challenges due to the availability of the North Carolina Historic Preservation Tax Credit (HPTC) programs and has experienced nearly \$5.5M of historic investments that utilized the HPTC programs which generated approximately \$4.4M into our local economy through household incomes and created/retained 228 jobs; and

WHEREAS, of that \$5.5M of historic investments made in Goldsboro, four projects equaling \$3,327,325 of it occurred since 2015 when the State reinstated the NC Historic Preservation Tax Credit program after allowing it to sunset in 2014, demonstrating a recent market shift and interest in downtown and these investment; and

WHEREAS, the four recent projects resulted in eleven residential units, five new businesses (currently), seven commercial spaces where nothing existed before but dilapidated, vacant and unproductive space; and

WHEREAS, the City recognizes that these programs offer an often necessary financial tool that level the private investment risks when competing for sites outside the built area and also provide the leverage needed to meet financial gaps experienced with traditional lending institutions; and

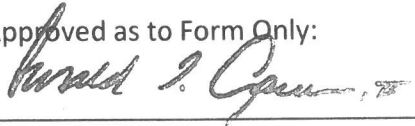
WHEREAS, the City of Goldsboro knows that more of this type of reinvestment can occur with the availability of the HPTCs and believes the HPTC program is a worthy leveraging tool to stimulate a challenging area of our economy that will support the entire community; and

WHEREAS, the North Carolina Downtown Development Association has adopted a position paper, titled, "*Position Paper of Support for Extension of North Carolina's Historic Preservation Tax Credit Programs*" and the City of Goldsboro has reviewed this document and agrees that the HPTC programs are a necessary economic development tool and thus, generally agrees with the NCDDA Position Paper and will utilize it to advocate for the continuation of the HPTC programs; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Goldsboro, on behalf of themselves, the other City officials and employees and the citizens of the City of Goldsboro, do hereby support the extension of the HPTC programs and their continued availability as a tool to spur economic recovery in urban and traditionally blighted or underutilized areas of our communities; and

BE IT FURTHER RESOLVED that a copy of this Resolution will be submitted and shared to persons and organizations that the City of Goldsboro partners with related to our downtown and community redevelopment efforts, including our state representatives, to encourage support of the NC Historic Preservation Tax Credit programs for continued availability to those interested in reinvesting in our historic structures.

Approved as to Form Only:



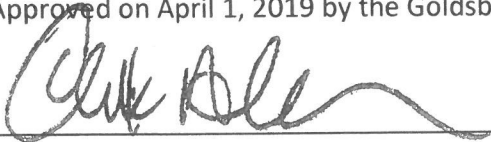
City Attorney

Reviewed By:



City Manager

Approved on April 1, 2019 by the Goldsboro City Council.



Chuck Allen, Mayor

CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING

SUBJECT: FY 2016 TIGER Discretionary Grant Agreement, Grant No. 12155296

BACKGROUND: The City of Goldsboro applied for funding through the Transportation Investment Generating Economic Recovery Grant Program in the 2016 cycle. The City received notification in July, 2016 of a \$5,000,000 award to support the following projects: 1) Center Street Streetscape Project; 2 blocks of Center Street from Spruce Street to Elm Street, 2) The Hub, formerly known as Cornerstone Commons; demolition of the existing space and construction of an expanded space with amenities, 3) GWTA Transit Center Concourse Project; construction of a concourse at the transit center, 4) Wayfinding Signage Project; fabrication and installation of wayfinding signs within the Goldsboro MPO area.

Once notified of the successful award, the United States Department of Transportation assigned our project to the Region IV Federal Transit Administration to administer the grant on their behalf. City staff has been working with FTA and the Office of the Secretary of Transportation to meet and prepare all the necessary documents to permit us to move forward with the receipt of the funds and begin construction. The final necessary document is the attached Grant Agreement between the City of Goldsboro and the United States Department of Transportation (DOT).

DISCUSSION: The agreement states expectations in terms of responsibilities, timelines, benchmarks, reporting requirements, scope of work, source and use of funds, and cause for termination/expiration and modifications. Highlights of the Agreement include the following:

- 1) The City of Goldsboro (Grantee) is being granted \$5,000,000 by USDOT to complete the above mentioned projects.
- 2) The City of Goldsboro has committed 26% of the proposed project costs equaling to \$1,755,751.
- 3) If there are any cost savings, or if the contract award is under the engineer's estimate, the City of Goldsboro funding amount and percentage share may be reduced, provided the City's share of the costs may not be reduced below 20%.
- 4) Quarterly Progress Reports are due beginning August 17, 2019 and will continue through and beyond the completion of the project ending December 2024.
- 5) USDOT reserves the right to terminate the Agreement if the following benchmarks are not met:
 - a) The Grantee fails to begin construction before June 1, 2019;
 - b) The Grantee fails to begin expenditure of Grant funds by May 2019;
- 7) Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2024.

The following City staff is identified in the Agreement with certain roles: Randy Guthrie, Primary Contact; Julie Metz, Secondary Contact, Catherine Gwynn, TrAMS Contact. TrAMS is the federal program mechanism for the grant funds. Once a City Manager is named, this person will be authorized to access and utilize TrAMS as well. These City staff persons and the City Attorney have reviewed the Agreement thoroughly and in its entirety.

RECOMMENDATION: By motion, authorize the Mayor to sign this grant agreement, on behalf of the City of Goldsboro, between the City of Goldsboro (Grantee) and the United States Department of Transportation permitting the City to execute the TIGER VIII Grant.

Date: _____



Downtown Development Director

Date: 4/1/19



Interim City Manager

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2016
(PUB. L. 114-113, DECEMBER 18, 2015)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2016 TIGER DISCRETIONARY GRANTS)

CITY OF GOLDSBORO, NORTH CAROLINA

GOLDSBORO MAIN STREET™ REVITALIZATION THROUGH
TRANSPORTATION INVESTMENT II

This agreement is between the United States Department of Transportation (*the “USDOT”*) and City of Goldsboro (*the “Recipient”*). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2016, 81 FR 9935 (February 26, 2016) (*the “NOFO”*). In this agreement, “**FY 2016 TIGER Discretionary Grant**” means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

- 1.1 **Operating Administration.** The Federal Transit Administration (*the “FTA”*) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FTA.
- 1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will achieve that purpose by completing the project that was described in the Recipient’s technical application, titled **Goldsboro Main Street™ Revitalization Through Transportation Investment II**, as modified by the negotiated provisions on the project’s material terms and conditions, including the attachments referenced in section 1.8.
- 1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2016 TIGER Discretionary Grant in the amount of Five Million Dollars (\$5,000,000) for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

- 1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2. Under 2 CFR 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.
- 1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 1.6 **Fund Obligation.**
- This agreement obligates the total amount of funds, Five Million Dollars (\$5,000,000), stated in section 1.3.
- 1.7 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number: 7244-2017-1
- 1.8 **Attachments.** This agreement includes the following attachments as integral parts:
- | | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Estimated Project Schedule |
| Attachment C | Estimated Project Budget |
| Attachment D | Performance Measurement Table |

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

2.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The City of Goldsboro's TIGER FY 2016 Grant Application, Goldsboro Main Street™ Revitalization Through Transportation Investment II, consists of four projects, each briefly described below:

- 1) Center Street Streetscape: The Center Street Streetscape project consists of the reconstruction of 2 blocks of existing roadway at the 300 and 400 block of South Center Street (approx. 1,000 feet) to improve pedestrian and vehicular movement and to replace aging infrastructure. Together, with the four blocks that were completed in Phase I (City Completed in 2012) and Phase II (Completed with a TIGER 2013 Grant in 2015), this will complete a six block reconstruction of Center Street. The project will involve the demolition of 2 blocks of city-owned right-of-way including the roadway, utilities and sidewalk. Reconstruction will include widened sidewalks on either side of the project area, center median reconstruction that will decrease the width to allow for continuity with the remaining blocks for pedestrian and vehicular use, relocation of utility lines underground, new storm drainage, water and sewer utilities, inclusion of two roundabouts, creation of pedestrian crosswalks, a 5-foot bike path in both directions, creation of parallel parking, inclusion of pedestrian sidewalk and street lighting, street trees, and bike racks. The project will also address slope issues. The linear median will feature a meandering walking/bike trail and a green space. All work will be accomplished within the existing road right of way.

- 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse (GWTA Concourse) Construction: This project will construct a Concourse for Goldsboro-Wayne Transportation Authority (GWTA). The Concourse will provide a canopy over the bus and van slip area to provide shelter for the urban and rural transit service customers. The Concourse will shelter 10 bus slips. Construction plans are complete and the underground structural support for the Concourse was completed as part of the previous TIGER FY 2013 grant awarded to the City of Goldsboro. The site is prepped and ready for construction of the Concourse. The project is located at 103 N. Carolina Street.
- 3) The HUB (formerly known as Cornerstone Commons): The HUB is a people and transportation connector space. Currently, the area consists of a 12,320-square foot paved area located at the intersection of the 200 block of S. Center Street and the 100 block of E. Chestnut Street. It will be demolished, expanded, and improved to serve as a bus stop and pedestrian and bicycle pathway by being an extension of the street and sidewalk. The finished size will be approximately 28,000 sq. ft. Major components of the project will include demolition, regrading, installation of bike and pedestrian paths, functional landscaping and irrigation, lighting, a public restroom facility, a bus stop, bicycle racks, a cellular phone charging station, security cameras, and furnishings or seat walls for use. All of the project property is city owned and requires no acquisitions or easements.
- 4) Wayfinding Signage System Fabrication & Installation: The City of Goldsboro and the North Carolina Department of Transportation (NCDOT) funded a Wayfinding Signage System Design & Plan study that was adopted in early 2016. The sign types range from information kiosks to highway, pedestrian and trail signs. Approximately ninety (90) signs will be placed throughout the community to direct traffic to certain points of interest. The wayfinding signs will be placed in existing public rights of way in the downtown area and beyond in NCDOT right-of-way.

2.2 **Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

Actual completion of NEPA and Sec. 106 Consultation February 2017

Construction:

Center Street Streetscape Project:

Planned Completion of Final Design April 2019

Planned Construction Start Date May 2019

Planned Construction Substantial Completion Date June 2020

GWTA Concourse Construction:

Planned Completion of Final Design March 2021

Planned Construction Start Date July 2021

Planned Construction Substantial Completion Date January 2022

The HUB Construction:

Planned Completion of Final Design	April 2019
Planned Construction Start Date	May 2019
Planned Construction Substantial Completion Date	June 2020

Wayfinding Signage System Fabrication & Installation:

Actual Completion of Final Design	August 2015
Planned Construction Start Date	May 2019
Planned Construction Substantial Completion Date	March 2020

Period of Performance End Date: April 2022

Planned Project Closeout Date: June 2022

2.3 **Summary of Project's Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$5,000,000	74%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (if any):	\$1,755,751	26%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$6,755,751	100%

2.4 **Recipient Cost Share Certification.**

The Recipient hereby certifies that not less than **One Million, Seven Hundred Fifty-Five Thousand, Seven Hundred Fifty-One Dollars (\$1,755,751)** in non-Federal funds are committed to fund the project to satisfy the statutory requirement that at least 20% of the project's costs are funded by non-Federal sources.

2.5 **Project's State and Local Planning Requirements.**

If the Administering Operating Administration requires the project to be included in State, metropolitan, or local planning documents, the parties shall record in FTA's electronic award management system ("*TrAMS*") the date that the project was included in those planning documents.

The relevant TIGER FY 2016 funded Goldsboro Main Street™ Revitalization Through Transportation Investment II projects were included in the MTIP & STIP on January 2, 2019 and are number/citations: TD-5280.

2.6 **Project's Environmental Approvals and Processes.**

If the Administering Operating Administration requires environmental findings for activities under the project, the parties shall document in TrAMS those findings, including

the type (Record of Decision, Finding of No Significant Impact, or Categorical Exclusion) and date of each finding. If a finding is documented in TrAMS, the parties shall attach appropriate environmental documents in TrAMS or file those documents at the Administering Operating Administration's regional office.

The relevant TIGER FY 2016 funded Goldsboro Main Street™ Revitalization Through Transportation Investment II projects received a finding of no adverse effect upon a Sec. 106 review. We received notice of our NEPA finding of a Categorical Exclusion (LCE #2 (23 CFR 771.118(c)(2)) for the Project on January 24, 2017.

2.7 Recipient's and any Subrecipient's Unique Entity Identifiers.

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Recipient: 0915644190000.

Name of any First-Tier Subgrantees or Subrecipient (if applicable - to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subgrantee or Subrecipient (if applicable - to be reported if/when identified): N/A

2.8 Recipient Contacts.

Primary: Randy Guthrie
Assistant City Manager
City of Goldsboro
200 N. Center Street/PO Drawer A
Goldsboro, NC 27533
(919) 580-4330
erguthrie@goldsboronc.gov

Secondary: Julie Metz
Downtown Development Director
City of Goldsboro
219 N. John Street
Goldsboro, NC 27530
(919) 735-4959
jmetz@goldsboronc.gov

TrAMS Contact: Catherine Gwynn, Finance Director
City of Goldsboro
200 N. Center Street/PO Drawer A
Goldsboro, NC 27530/27533
Phone: 919.580.4356
Email: cgwynn@goldsboronc.gov

ARTICLE 3. GENERAL REPORTING TERMS

- 3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the "OMB"*). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

- 4.1 **Quarterly Project Progress Reports.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 4.2 **Annual Budget Review and Program Plan.**
- (a) From the date of this agreement until Project Closeout, on or before the 60th day before the end of each Agreement Year, the Recipient shall submit to the USDOT an Annual Budget Review and Program Plan that contains:
- (1) a detailed schedule of activities and milestones for the next Agreement Year;
 - (2) an estimate of specific performance objectives, including forecasted expenditures, for the next Agreement Year; and
 - (3) a comparison of the approved project budget with an updated estimate of the project costs.

In this agreement, "**Agreement Year**" means 12 months beginning on the date of this agreement or an anniversary of the date of this agreement.

- (b) If the Recipient's updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:
 - (1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and
 - (2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.
- 4.3 **Closeout Reports.** No later than 90 days after the period of performance end date that is listed in section 2.2, the Recipient shall:
 - (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and
 - (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.
- 4.4 **Project Closeout.** In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 CFR 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.3.

ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.
- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:
 - (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and
 - (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.
- 5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a

measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

- (a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.
- (b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.

7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the

Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

7.3 Budget Changes.

- (a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (b) If the actual eligible project costs are less than the "Total Project Cost" stated in section 2.3, then the Recipient may reduce non-TIGER funds contributed to the project. But the Recipient shall not reduce below 20% the non-federal share of eligible project costs.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (1) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
- (2) The Recipient fails to begin construction before June 2019;
- (3) The Recipient fails to begin expenditure of award funds by May 2019;
- (4) The Recipient fails to achieve the Construction Substantial Completion Date by January 2022;
- (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
- (6) The USDOT, in its sole discretion, **determines** that termination of this agreement is in the public interest.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 **Fund Liquidation, Adjustment, and Cancellation.**

- (a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).

(b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 CFR 200.343–.345.

(c) Outstanding FY 16 TIGER Discretionary Grant balances are canceled by statute after September 30, 2024, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival:** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Official FTA Field Contact:

Yvette Taylor, Ph.D
Regional Administrator
Federal Transit Administration, Region IV
Suite 1400
230 Peachtree St.
Atlanta, GA 30303
404.865.5600
Yvette.taylor@dot.gov

and

Mark Bathrick
Program Manager
Federal Transit Administration
1200 New Jersey Ave, SE 20590
E44-421
(202)366-9955
Mark.bathrick@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.
- 10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html
- | | |
|-----------|--|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Recipient |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

- 11.1 **Acknowledgment of Support.** The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:
- “This material is based upon work supported by the USDOT under FTA FY 2016 TIGER Grant No. GRANT12155296 .
- Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT.”
- 11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2016.
- 11.3 **Pre-Award Authority.** A Pre Award Authority was issued for this project January 9, 2018. The Pre-Award Authority scope included allowance to begin the Center Street Streetscape and The Hub projects as a single project under a design-build approach and the Wayfinding Fabrication & Installation project.
- 11.4 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2016 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT and the USDOT awards the funding through TrAMS.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 201__.

Signature of USDOT's Authorized Representative

Name of USDOT's Authorized Representative

Title

EXECUTION BY CITY OF GOLDSBORO

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this _____ day of _____, 201__.

Signature of Recipient's Authorized Representative

Name of Recipient's Authorized Representative

Mayor
Title

ATTACHMENT A STATEMENT OF WORK

The Goldsboro Main Street™ Revitalization Through Transportation Investment II project consists of four components, each described below:

TIGER AWARDED PROJECT SUMMARIES:

1) Center Street Streetscape -

Brief Project Description:

Complete renovation of two blocks of the City's historic main corridor, Center Street, designed to address functional, aesthetic, safety, scale and aging infrastructure issues and develop a "Complete Streets" concept.

Scope: Two blocks of street with approximately 140-foot rights-of-way.

Together, with the four blocks that were completed in Phase I (City Completed in 2012) and Phase II (Completed with a TIGER 2013 Grant in 2015), the scope of this TIGER project will complete a six block reconstruction of Center Street. This project will involve a complete demolition of the surface and subsurface infrastructure, including water, sewer, storm drainage systems, grading to decrease existing slopes, and relocation of the overhead utility lines to underground. Other highlights of the surface transformation include a reappropriation of space to create sidewalks, tree installations, center median/greenspace and vehicular traffic lanes, vehicular parking, bike lanes and the creation of two additional roundabouts. Additional design elements for this phase include: creation of pedestrian crosswalks, installation of pedestrian and street lighting, landscaping, bike racks and benches. The center median is currently 74 feet wide from curb to curb but will decrease to approximately 51 feet to allow for parallel on-street parking, an expanded sidewalk along the street edge with a grass strip, a dedicated bike lane for each one-way street, and trees. The linear median will feature a meandering walking/bike trail and green space.

2) GWTA Concourse -

Brief Project Description:

A transit concourse will be constructed and added to the GWTA Transit Center and will cover 10 bus bays/slips to protect passengers and vehicles from the elements.

Scope: Construction of the Concourse as designed and as construction plans detail.

3) The HUB (formerly known as Cornerstone Commons) -

Brief Project Description:

The HUB is a 12,320-square foot paved area (which is owned by the city of Goldsboro) and is located at the intersection of the 200 block of S. Center Street and the 100 block of E. Chestnut Street. With the development of the Center Street Streetscape and the renewed life in this section of downtown there is a significant public appeal to expand and improve this space to serve as a multi-modal transportation hub connecting transit, through bus stop location, pedestrian and bike path connectors and amenities that compliment these uses such

as a public restroom facility, bicycle racks, furnishings, lighting, and functional landscaping. The space will double in size, extending parallel to Center Street.

cope: Demolition of the existing built space; development of an expanded area southward parallel along Center Street to be approximately 28,000 sq. ft. with the additional features outlined above.

4) Wayfinding Signage Fabrication & Installation -

Brief Project Description:

The City and NCDOT funded a Wayfinding Signage System Design & Plan study that began in November 2014 and was approved in early 2016. The Plan resulted in a design package, a placement plan and a fabrication/installation cost summary.

Scope: Fabrication and installation of the sign package. Approximately ninety (90) signs of varying types will be placed throughout the community to direct traffic to certain points of interest, including the GWTA Transit Center and its newly developed Amtrak Transit service, The HUB and Center Street destinations in downtown. This project will be bid separately from other portions of TIGER FY 2016 awarded projects.

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Completion of NEPA and Sec. 106 Consultation:

Center Street Streetscape Project:	January 24, 2017
GWTA Concourse:	March 7, 2014
The Hub:	January 24, 2017
Completion of Sec. 106 Consultation	January 24, 2017
Update of TIP and STIP	January 6, 2017
Pre Award Authority for Design, Const. & Fabrication of Signs	January 9, 2018

Start of Preliminary Engineering:

Center Street Streetscape Project:	June 2018
GWTA Concourse Construction:	December 2020
The Hub Construction:	June 2018
Wayfinding Signage System Fabrication & Installation:	N/A

End of Preliminary Engineering:

Center Street Streetscape Project:	October 2018
GWTA Concourse Construction:	March 2021
The HUB Construction:	October 2018
Wayfinding Signage System Fabrication & Installation:	N/A

Start of Final Design:

Center Street Streetscape Project:	June 2018
GWTA Concourse Construction:	December 2020
The HUB Construction:	June 2018
Wayfinding Signage System Fabrication & Installation:	August 2014

Completion of Final Design:

Center Street Streetscape Project:	April 2019
GWTA Concourse Construction:	March 2021
The HUB Construction:	May 2019
Wayfinding Signage System Fabrication & Installation:	August 2015

Planned Construction Contract Award Date:

Center Street Streetscape Project:	May 2018
GWTA Concourse Construction:	May 2021
The HUB Construction:	April 2018
Wayfinding Signage System Fabrication & Installation:	May 2019

Planned Construction Start Date:

Center Street Streetscape Project:	May 2019
GWTA Concourse Construction:	July 2021
The HUB Construction:	May 2019
Wayfinding Signage System Fabrication & Installation:	May 2019

Planned Project Construction Substantial Completion:

Center Street Streetscape Project:	June 2020
GWTA Concourse Construction:	January 2022
The HUB Construction:	June 2020
Wayfinding Signage System Fabrication & Installation:	March 2020

Period of Performance End Date

Planned Project Closeout Date:

June 2022

ATTACHMENT C
ESTIMATED PROJECT BUDGET

	Sources of Funds in Million		
Activity	Local Funds	FY 16 TIGER Funds	Total Project Cost
Center Street Streetscape Construction:	\$660,000 (20%)	\$2,640,000 (80%)	\$3,300,000
The HUB Construction:	\$309,010 (32%)	\$656,000 (68%)	\$965,000
The Hub & Center Street Streetscape Design:	\$245,000 (28%)	\$735,000 (72%)	\$980,000
GWTA Concourse Design: \$50,000 Construction: \$550,000	\$10,000 (20%) \$110,000 (20%)	\$40,000 (80%) \$440,000 (80%)	\$600,000
Wayfinding Signage Construction: \$450,000	\$90,000 (20%)	\$360,000 (80%)	\$450,000
Project Construction Contingency	\$331,741 (42%)	\$129,000 (28%)	\$460,751
TOTAL	\$1,755,751	\$5,000,000	\$6,755,751
Percent Contribution from Funding Sources	26%	74%	100%

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

Study Area: Downtown Goldsboro: Goldsboro Main Street™ Revitalization Through Transportation Investment II Project Area.

Pre-project Measurement Date: August 2019

Pre-project Report Date: January 2020

Project Outcomes Report Date: December 2026

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
1) GWTA Transit Center/Concourse Customer Survey	Rider Characteristics A Survey Tool to Establish Change in the Facility and Operations Quality Impacts to GWTA Transit Customers (Note: FTA sign-off on the survey is required before using.)	Baseline Measurement: A pre-construction survey will be distributed to all GWTA Customers prior to startup of construction (no later than December 2019) to determine a baseline of Customer Satisfaction, Transit/Alternative Modes of Transportation Use and Quality of Life. Survey results will be included in the Pre-Project Report. Interim Performance Measures: A post-construction survey will be distributed to all GWTA Customers after conclusion of construction and travel pattern stabilization (Oct. 2022). They will have one week to complete for report. Survey results showing perceived changes in Customer Satisfaction, Changes in Transit/Alternative Modes of Transportation and Quality of Life will be included in the Project Outcomes Report.	Baseline Measurement August 2019 Interim Performance Measures Dec. 2024

2) GWTA Boarding & Alighting Counts	Passenger Counts Figures of Established Routes and Stops	Baseline Measurement: A count of passengers boarding and alighting at several established routes and stops on a typical weekday (while school is in session), Saturday and Sunday will be conducted by the bus drivers in no later than December 2018. This will serve as the Concourse Pre-Construction, as well as total project, baseline measurement. Interim Performance Measures: A count of passengers boarding and alighting at several established routes and stops on a typical weekday (while school is in session), Saturday and Sunday will be conducted by the bus drivers upon completion of project construction (October 2022), and will continue for a period of 3 years thereafter. This will serve as the post-construction measurement. Results will be included in the Project Outcomes Report.	Baseline Aug. 2019 Interim Performance Reporting: Annually, for a period of 3 years, beginning at completion of construction (Oct. 2022), through Dec. 2025

3) Economic Impact Indicator Report	Grantee maintains statistics in the downtown each year of: Investments made, business growth, job growth and vacancy impacts.	Baseline Measurement: report of these economic statistics will be available and included in the Baseline Report to characterize the economic conditions of the downtown area prior to the TIGER/City investment. These statistics will be accurate for the period of July 1, 2018 to June 30, 2019. This will serve as the pre-implementation/construction baseline measurement.	Baseline Measurement: Aug. 2019
-------------------------------------	--	---	--

		Interim Performance Measures: Interim Reports about the Project Status highlighting construction status of all portions of the project, including the Center Street Streetscape Project, The HUB, GWTA Concourse and Wayfinding Signage Fabrication & Installation will be conducted as specified in accordance to Section 3.1.2 of this Agreement A report of these economic statistics will be available and included as a post-project measurement in the December 31, 2025 Project Outcomes Report to characterize the economic impact of the TIGER/City investment in the downtown area. The statistics will reflect the period from July 1, 2020 to June 30, 2025. This report will be conducted and included in all following annual reports necessary to meet TIGER reporting requirements for August of each year in between.	Interim Performance Reporting: Annually, for a period of 3 years, beginning at completion of construction (Oct. 2022), through Dec. 2025
--	--	--	--

EXHIBIT A

LEGISLATIVE AUTHORITY

1. The U.S. Department of Transportation (“USDOT”) is authorized to award \$500 million in FY 2016 TIGER Discretionary Grants pursuant to the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, Dec. 18, 2015) (the “Act”). This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or “TIGER Discretionary Grants”, program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”), the FY 2010 TIGER Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010, the FY 2011 TIGER Discretionary Grants pursuant to Title XII (Transportation, Housing and Urban Development, and Related Agencies) of Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Pub. L. 112-10, Apr. 15, 2011), the FY 2012 TIGER Discretionary Grants pursuant to the Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. 112-055, Nov. 18, 2011), the FY 2013 TIGER Discretionary Grants pursuant to the Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, Mar. 26, 2013), the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, Jan. 17, 2014), and the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 114-235, Dec. 16, 2014). Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as the “FY 2016 TIGER Discretionary Grants” or “TIGER Discretionary Grants”.
2. The grant awards made under TIGER Discretionary Grant program are in full compliance with the Act and the Notice of Funding Opportunity published in the *Federal Register* (81 FR 9935, February 26, 2016).
3. Funds for the TIGER Discretionary Grants program are being awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region. Additionally, the awards ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and the investment in a variety of transportation modes.
4. The Act specifies that not less than \$100 million of the funds provided for FY 2016 TIGER Discretionary Grants be used for projects located in rural areas.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. The Recipient shall ensure that the project is financed, constructed, operated and maintained in accordance with this agreement, and all applicable Federal laws, regulations and policies of the Federal Transit Administration (“FTA” or the “Government”) will apply to the project.
2. The maximum obligation of the Government payable under this award, hereinafter referred to as the “Grant,” shall be the award as specified in section 1.6 of the agreement, subject to all the terms and conditions in this agreement and of all other Federal awards funding the project. Once the Government executes this agreement for the project, or a segment of the project, the Grant funds will then be authorized for obligation.
3. Reimbursement of costs incurred pursuant to the agreement will be made pursuant to and in accordance with 2 C.F.R. Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Recipient under the Grant shall be made in accordance with applicable government-wide cost principles under 2 C.F.R. Part 200, Subpart E. Closeout of the Grant shall be based upon a determination that all applicable administrative actions and all required work of the Grant have been completed in accordance with 2 C.F.R. 200.343-345. Upon the Government’s review of all financial, performance, and other reports required as a condition of the Grant, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 C.F.R. 200.344. If there are any differences between the requirements of 2 C.F.R. Part 200 and statutory authority, the statute controls.
4. The Recipient agrees to notify the Government within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the project as described in Attachments A-C. In its notification, the Recipient shall advise the Government of what actions it has taken or plans to take to ensure completion of the project and shall reaffirm its commitment to the Government as set forth in this agreement. The Recipient is solely liable for any funding shortfalls pertaining to the project as agreed to in the agreement. The TIGER Discretionary Grant Award Amount will remain unchanged. (See article 8 of the agreement regarding termination).
5. The Recipient agrees to carry out and complete the project without undue delays and in accordance with the terms of this agreement, including the Project Schedule set out in Attachment B, and to comply with such regulations and procedures as the Government may prescribe.
6. The Recipient has submitted a request for Federal assistance, hereinafter referred to as the “Technical Application,” hereby incorporated by reference into this agreement and the Government is relying upon the Recipient’s assurances, certifications, and other representations made in the Technical Application, or any other related documents submitted to the Government; and, in its submissions, the Recipient has demonstrated justification for the project, and has demonstrated the financial and technical feasibility of the project, including the ability to start the project quickly upon receipt of the Grant; to expend Grant funds once the planning activities or

construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals as necessary for the project to proceed in accordance with the Project Schedule.

7. The Government has determined that the Project is an Eligible Project for TIGER funding as it provides planning for or construction of a highway or bridge project, public transportation project, passenger or freight rail transportation project, or a port infrastructure project, or other such eligible project as authorized, and that the Project will have a significant impact on the Nation, a metropolitan area, or a region. The Government has determined that Recipient should receive the award of a Grant based on a review of the Project's Technical Application, as it meets the requirements specified in the Act and the February 26, 2016, *Federal Register* Notice, "Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments under the Consolidated Appropriations Act, 2016" (Available at <https://federalregister.gov/a/2016-04217>).

8. The Recipient's progress will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Recipient is responsible for monitoring award activities, to include subawards, and accountable to the Government for the use of the funds provided and to assure that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

9. The Recipient agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this agreement, the term "Federal funds" means funds however used or disbursed by the Recipient that were originally paid pursuant to the agreement.

10. The Recipient agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Recipient agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

11. The Government is subject to the Freedom of Information Act ("FOIA"). The Recipient should therefore be aware that all applications and related materials submitted by the Recipient related to this agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

12. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

13. The Government encourages the Recipient and the State Department of Transportation (“State DOT”) acting as the limited agent on behalf of the Recipient (if applicable), to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.transportation.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Recipient and the State Department of Transportation acting as the limited agent on behalf of the Recipient:

- a) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- b) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- c) encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Recipient is encouraged to insert the substance of this clause in all assistance awards.

Where a Recipient, and the State DOT if acting as a limited agent for the Recipient, is located within a State that already has enacted legislation regarding texting while driving, that State’s law controls and the requirements of this paragraph will not apply to or be a part of this agreement.

15. SPECIAL GRANT REQUIREMENTS

15.1 For projects funded with both TIGER discretionary funds and Federal transit assistance under chapter 53 of title 49, United States Code, in addition to the terms and conditions set forth in this agreement, all relevant FTA program requirements apply.

15.2 For capital projects funded exclusively with TIGER discretionary funds, in addition to the terms and conditions set forth in this agreement, the following requirements shall apply:

15.2.1 Buy America. The Recipient shall comply with the “Buy America Requirements” under 49 U.S.C. § 5323(j), FTA implementing regulations at 49 C.F.R. part 661, and any amendments to those authorities.

15.2.2 Alcohol Misuse and Prohibited Drug Use. The Recipient shall comply with FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, that implement 49 U.S.C. § 5331.

- 15.2.3 Public Transportation Employee Protective Arrangements. If the Grant Agreement for the project indicates that public transportation employee protective arrangements required by U.S. Department of Labor (DOL) apply to public transportation operations performed in connection with the project, the Recipient shall comply with the applicable requirements for its project as follows:
- 15.2.3.1 Standard Public Transportation Employee Protective Arrangements. To the extent that the project involves public transportation operations and to the extent required by Federal law, the Recipient shall implement the project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines entitled, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments to those authorities. These terms and conditions are identified in U.S. DOL’s certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement for the project. The Recipient shall implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited in that certification are incorporated by reference and made part of the Grant Agreement for the project.
- 15.2.3.2 Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient’s project, in accordance with U.S. DOL guidelines and Federal Transit Law at 49 U.S.C. §5333(b), entitled “Employee Protective Arrangements,” 29 C.F.R. Part 215, and any revisions to those authorities. Any U.S. DOL Special Warranty that may be provided and any documents cited in that warranty are incorporated by reference and made part of the Grant Agreement.
- 15.3 Preaward and Post Delivery Requirements. The Recipient shall comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. part 663 and any amendments to those authorities.
- 15.4 Project Management for Major Capital Projects. To the extent applicable, the Recipient shall comply with FTA regulations, “Project Management Oversight,” 49 C.F.R. part 633, and any amendments to those regulations, and follow the most recent edition of FTA Circular 5800.1, “Safety and Security Management Guidance for Major Capital Projects,” and any later revisions of that circular.
- 15.5 State Safety Oversight. To the extent applicable, funds awarded under this agreement are subject to the State Safety Oversight requirements of 49 U.S.C. §§ 5329(e) and 5330 and implementing regulations at 49 C.F.R. part 659 and part 674.

- 15.6 The Recipient shall administer the award according to the conditions set forth in this agreement.

EXHIBIT C

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the agreement for a FY 2016 TIGER Discretionary Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to the agreement include, but are not limited to, the following:

SECTION 1. General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(l)(2)
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. §§ 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended - 16 U.S.C. § 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. §§ 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended - 16 U.S.C. §§ 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§

- 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
 - ff. Freedom of Information Act - 5 U.S.C. § 552, as amended
 - gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
 - hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201, et seq.
 - ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
 - jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661, et seq.
 - kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
 - ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
 - mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601, et seq.
 - nn. Safe Drinking Water Act -- 42 U.S.C. §§ 300f to 300j-26
 - oo. Wilderness Act -- 16 U.S.C. §§ 1131-1136
 - pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. § 6901, et seq.
 - qq. Migratory Bird Treaty Act 16 U.S.C. § 703, et seq.
 - rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - ss. Cargo Preference Act of 1954 – 46 U.S.C. § 55305

SECTION 2. Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

SECTION 3. General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part

- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
- h. Contractor Qualifications - 48 C.F.R. Part 9
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
- r. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
- s. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

SECTION 4. Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2016 TIGER Discretionary Grant Recipient.

**EXHIBIT D
GRANT ASSURANCES
EXHIBIT D 1**

**TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into the agreement under the FY 2016 TIGER Discretionary Grants program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Transit Administration (FTA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FTA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2016 TIGER Discretionary Grants program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2016 TIGER Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FTA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FTA. You must keep records, reports, and submit the material for review upon request to FTA, or its designee in a

timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2016 TIGER Discretionary Grants Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2016 TIGER Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with The Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015) the Regulations for the Administration of FY 2016 TIGER Discretionary Grants Program, and the policies and procedures prescribed by the Federal Transit Administration (FTA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

EXHIBIT D 2

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

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

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

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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant 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, title. 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.

EXHIBIT D 3

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE FY 2016 DISCRETIONARY GRANT PROGRAM

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Recipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
8. The Recipient *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please insert in article 11 of the agreement the following information from subsection (a) below:
 - (a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the agreement.

EXHIBIT D 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200 and 48 C.F.R. Part 9

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FTA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into the agreement under the FY 2016 TIGER Discretionary Grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2016 TIGER Discretionary Project, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FTA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient

of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT D 5

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (*the "SAM"*) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
- (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT E
RESPONSIBILITY AND AUTHORITY OF THE RECIPIENT

1. Legal Authority.

The Recipient affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Technical Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Recipient to act in connection with the application and to provide such additional information as may be required.

2. Funds Availability.

Recipient affirms that it has sufficient funds available for that portion of the project costs that are not to be paid by the Government. Recipient also affirms that it has sufficient funds available to assure operation and maintenance of items funded under the agreement that it will own or control.

3. Preserving Rights and Powers.

Recipient will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Recipient. The Recipient agrees that this will be done in a manner acceptable to the Government.

4. Accounting System, Audit, and Record Keeping Requirements.

(a) The Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that meets the requirements of 2 C.F.R. 200.301 – 200.303 and 2 CFR 200 Subpart F and will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§ 7501-7507).

(b) The Recipient agrees to make available to the Government and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Recipient that are pertinent to the grant. The Government may require that a Recipient conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Recipient relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

5. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this agreement that involve labor, provisions establishing minimum rates of

wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. § 3141, et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

6. Engineering and Design Services. It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under the Brooks Act (40 U.S.C. §§ 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Recipient as approved by the Secretary.

7. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

8. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 C.F.R. Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 C.F.R. Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 C.F.R. Part 24.

9. Disposition of Equipment. If equipment acquired under this award is no longer needed for the project, the Recipient shall request disposition instructions from the Government.

EXHIBIT F
REIMBURSEMENT OF PROJECT COSTS

1. Under 2 C.F.R. 200.305(a) and (b)(3), the Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under this agreement and are allowable under the applicable cost provisions of 2. C.F.R. parts 200 and 1201. The Recipient shall submit electronic payment requests through the Electronic Clearing House Operation (“*ECHO*”).
2. If the Recipient submits a reimbursement request through ECHO, the Recipient shall retain supporting documentation and include cost details in the quarterly progress reports described in Exhibit H.
3. The Recipient shall retain documentary evidence of all obligations that are associated with the project and included in the total project costs, including those to be covered by local or state contributions. The Recipient shall submit requests for reimbursement based on cash flow needs. The Recipient shall include sufficient documentation in a reimbursement request to justify reimbursement of the Recipient, including invoices and proof of payment of an invoice. The Government may deny a reimbursement request if the Government determines that the request is not supported by sufficient documentation.
3. The Recipient shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
4. The Recipient shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.
5. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
6. Financial Management System: By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2 C.F.R. part 200. The Recipient’s failure to comply with these requirements may result in agreement termination.
7. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 C.F.R. Part 200 Subpart E. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement.

EXHIBIT G

GRANT REQUIREMENTS AND CONTRACT CLAUSES

1. The Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments (the “Act”) (referred to as “FY 2016 TIGER Discretionary Grants” or “TIGER Discretionary Grants”) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code.
2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. § 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
3. Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
4. For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

EXHIBIT G1
TRANSPARENCY ACT AWARD TERM

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions*. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

EXHIBIT G2

Single Audit Information for Recipients of TIGER DISCRETIONARY GRANT Funds

1. To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. Part 200 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of TIGER Discretionary Grant funds.
2. For recipients covered by the Single Audit Act Amendments of 1996 and the audit requirements of 2 C.F.R. Part 200, Subpart F recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by 2 C.F.R. Part 200. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 6 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "FY 2016 TIGER -" in identifying the name of the Federal program on the SEFA and as the first characters in Item 6c of Part III on the SF-SAC.

EXHIBIT G3
SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER
REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

EXHIBIT G4
AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND
PERFORMANCE MATTERS

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

EXHIBIT H

QUARTERLY PROGRESS REPORTS: FORMAT AND CONTENT

1. The purpose of the calendar quarterly progress reports under the agreement for the FY 2016 TIGER Discretionary Grants program is to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met. To that end, the Recipient shall submit a Federal Financial Report (SF-425) as part of each quarterly progress report.
2. The Recipient should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.
3. The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Recipient and the USDOT must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.
4. The Recipient shall produce a quarterly cost, schedule, and status report. The Recipient shall immediately communicate significant issues occurring between quarterly report submittals without waiting for the next quarterly report submittal, with any highly significant or sensitive issues elevated immediately to the executive leadership.
5. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget. The quarterly progress report described in this Exhibit H is approved under OMB Control No. 2105-0563.
6. The following list enumerates the required sections in the quarterly progress reports. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description, and where appropriate, drawings, of the items funded.
 - (a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work described in Attachment A, the schedule described in Attachment B, or the budget described in Attachment C.

- (b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
- (c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
- (d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
- (e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:
- Current overall project completion percentage vs. latest plan percentage.
 - Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
 - Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) **Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at

http://www.whitehouse.gov/sites/default/files/omb/assets/grants_

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019**

SUBJECT: Award to Cunningham Recreation to install Splash Pad at Bryan Multi-Sports Complex.

BACKGROUND: City of Goldsboro Parks and Recreation has a lease agreement with the United States Air Force that allows it to plan and program activities on scores of acres of federal land. To date, Parks and Recreation has constructed a fieldhouse, eight (8) rectangular fields (2 of which are synthetic turf) and provided ADA accessibility throughout. Other amenities shown on the site plan include picnic shelters, playground and splash pad.

Staff requested quotes for cost and installation of a splash pad.

DISCUSSION: After reviewing the costs, staff selected Cunningham Recreation to provide and install a splash pad at the Bryan Multi-Sports Complex.

RECOMMENDATION: By motion, accept the recommendation of staff to adopt the attached budget ordinance and resolution authorizing the Mayor and City Clerk to accept the lump sum bid and execute a contract in the amount of \$121,065 with Cunningham Recreation to install a splash pad at Bryan Multi-Sports Complex.

Date: _____

Interim Parks and Recreation Director

Date: 4/11/19



Interim City Manager

RESOLUTION NO. 2019-22

A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE
CONTRACT WITH CUNNINGHAM RECREATION FOR CONSTRUCTION OF
SPLASH PAD AT BRYAN MULTI-SPORTS COMPLEX

WHEREAS, the City of Goldsboro constructed the Bryan Multi-Sports Complex that opened in April of 2018; and

WHEREAS, other amenities on the property include a splash pad; and

WHEREAS, Cunningham Recreation was selected to install a splash pad at the Bryan Multi-Sports Complex for \$121,065; 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 Cunningham Recreation in the amount of \$121,065.
2. This resolution shall be in full force and effect from and after the 1st day of April 2019.

Approved as to form only:


City Attorney

Reviewed by:


Interim City Manager

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2018-19 FISCAL YEAR

WHEREAS, the City Council of the City of Goldsboro adopted the FY2018-2019 budget on June 4, 2018 authorizing appropriations for the General Fund and the Utilities Fund; and

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

WHEREAS, the City of Goldsboro has been awarded \$100,000 charitable donation from the Bryan Foundation to enhance the cultural and recreational life of the City of Goldsboro; and

WHEREAS, the grant funding will be utilized for the purchase and installation of playground equipment in the form of a splash pad at the Bryan Multi-Sports Complex; and

WHEREAS, the City will provide utilities to the splash pad as its contribution to the project completion; and

WHEREAS, the City has bid the project and it is necessary to appropriate the expenditures in the General Fund and the Utilities Fund so that the contract may be let and the project may commence. This will be funded with revenue from an appropriation of Donation Revenue in the General Fund and Fund Balance in the Utility Fund.

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

1. Decreasing the Unassigned Fund Balance of the Utility Fund in the amount of \$21,100.
2. Establishing the expenditure line item entitled "Utilities-Playground Equipment" (61-4178-5567) in the Utility Capital Department's budget of the Utility Fund in the amount of \$21,100.
3. Establishing a revenue line item entitled "Donations Revenue" (11-0003-8274) in the amount of \$100,000 in the General Fund.
4. Establishing the expenditure line item entitled "Playground Equipment" (11-7460-5567) in the Recreation and Parks Department's budget of the General Fund in the amount of \$100,000.
5. This Ordinance shall be in full force and effect from and after the 1st day of April 2019.

Approved as to form only:

Reviewed by:


City Attorney


Interim City Manager

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING**

SUBJECT: Z-3-19 Woodmac, LLC – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road

BACKGROUND: The applicant requests the rezoning from R-16 (Residential) to General Business Conditional District (GBCD).

On February 4, 2019, City Council approved a request by the applicant to rezone property directly southwest and adjacent to the subject property to General Business Conditional District (GBCD). However, at the time of rezoning, subject property was not for sale. Now, the owner of subject property has agreed to sell the property to the applicant for future development purposes.

In conjunction with this request, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the new owner/developer will be required to have the site plan approved by City Council before future development of the property.

Frontage: 100 ft. (N. Berkeley Blvd.)
Area: 17,249 sq. ft., or 0.39 acres
Zoning: R-16 (Residential)

Surrounding Zoning: North: R-16 (Residential); O&I-1 (Office and Institutional);
South: General Business Conditional District (GBCD); R-16 (Residential);
East: Residential-16 (Residential); and
West: General Business Conditional District (GBCD); R-16 (Residential)

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

DISCUSSION: As previously stated, the applicant is requesting a zoning change from R-16 (Residential) to General Business Conditional District (GBCD).

Currently, there are no plans for development of the property. The applicant believes the marketability of the property would be enhanced if it is rezoned to General Business Conditional District (GBCD). As previously noted, separate site plan review and approval by City Council is required before development of the property.

Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends Medium Density residential development for the property.

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

At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the zoning change with requirement to have site plan approved by City Council before future development of the property.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from R-16 (Residential) to General Business Conditional District (GBCD) with site plan approval required prior to development.

Although not entirely compliant with the City's Land Use Plan, the Conditional District zoning would afford protection to adjoining properties and would extend commercial zoning along Berkeley Boulevard which is proposed to be upgraded to a four lane divided corridor.

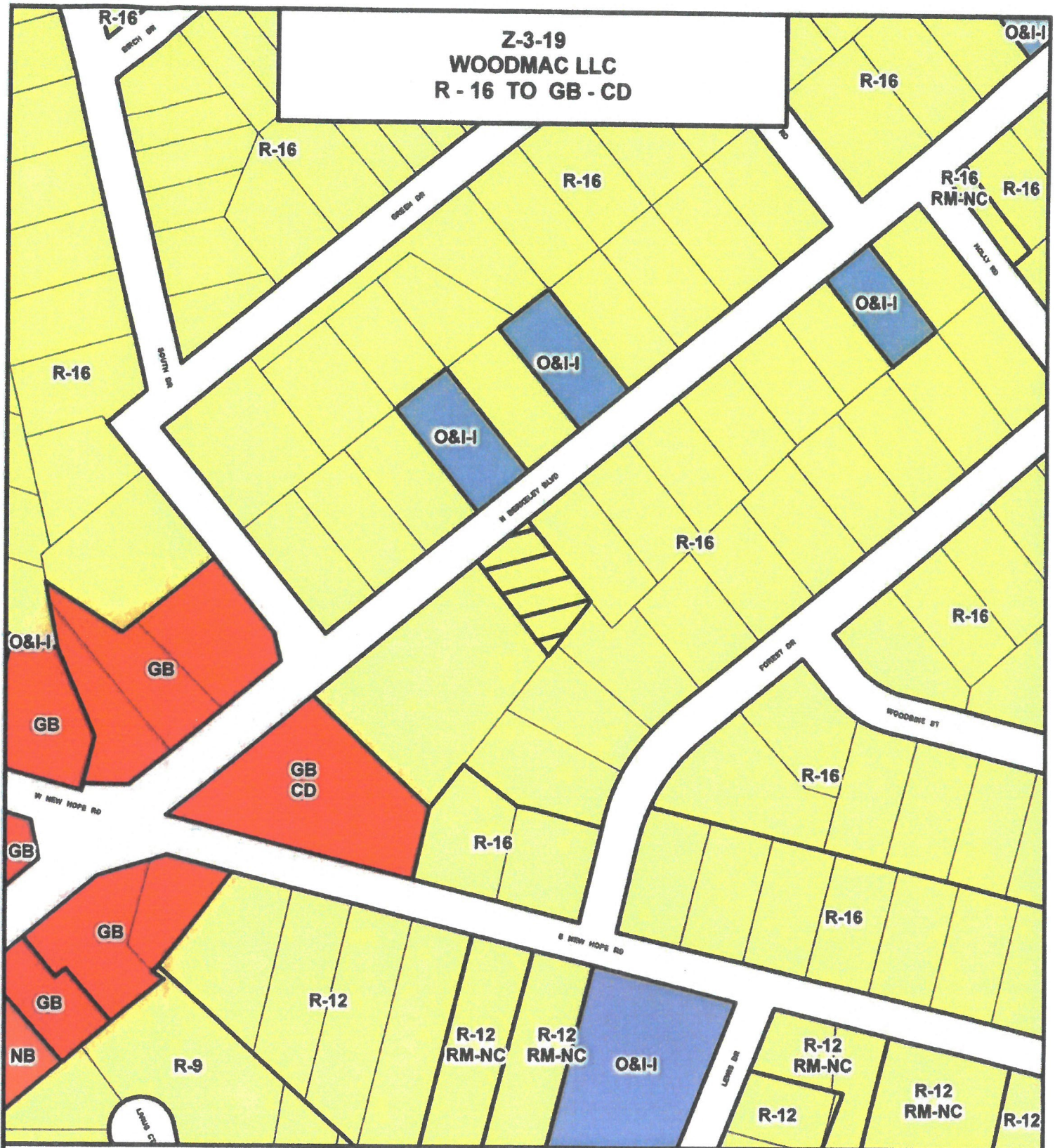
Date: _____

Planning Director

Date: 4/11/19


City Manager

**Z-3-19
WOODMAC LLC
R - 16 TO GB - CD**



REZONING REQUEST - EXISTING ZONING

Owner: Rober Parker Smith
Request: R-16 to GB-CD
Project: Commercial
Parcel #: 3529-28-5504
Location: 1910 N. Berkeley Blvd.



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.



200 100 0 200 Feet

Z-3-19
WOODMAC LLC
R - 16 TO GB-CD



REZONING REQUEST

Owner: Robert Parker Smith
Request: R-16 to GB-CD
Project: Commercial
Parcel #: 3529-28-5504
Location: 1910 N. Berkeley Blvd.

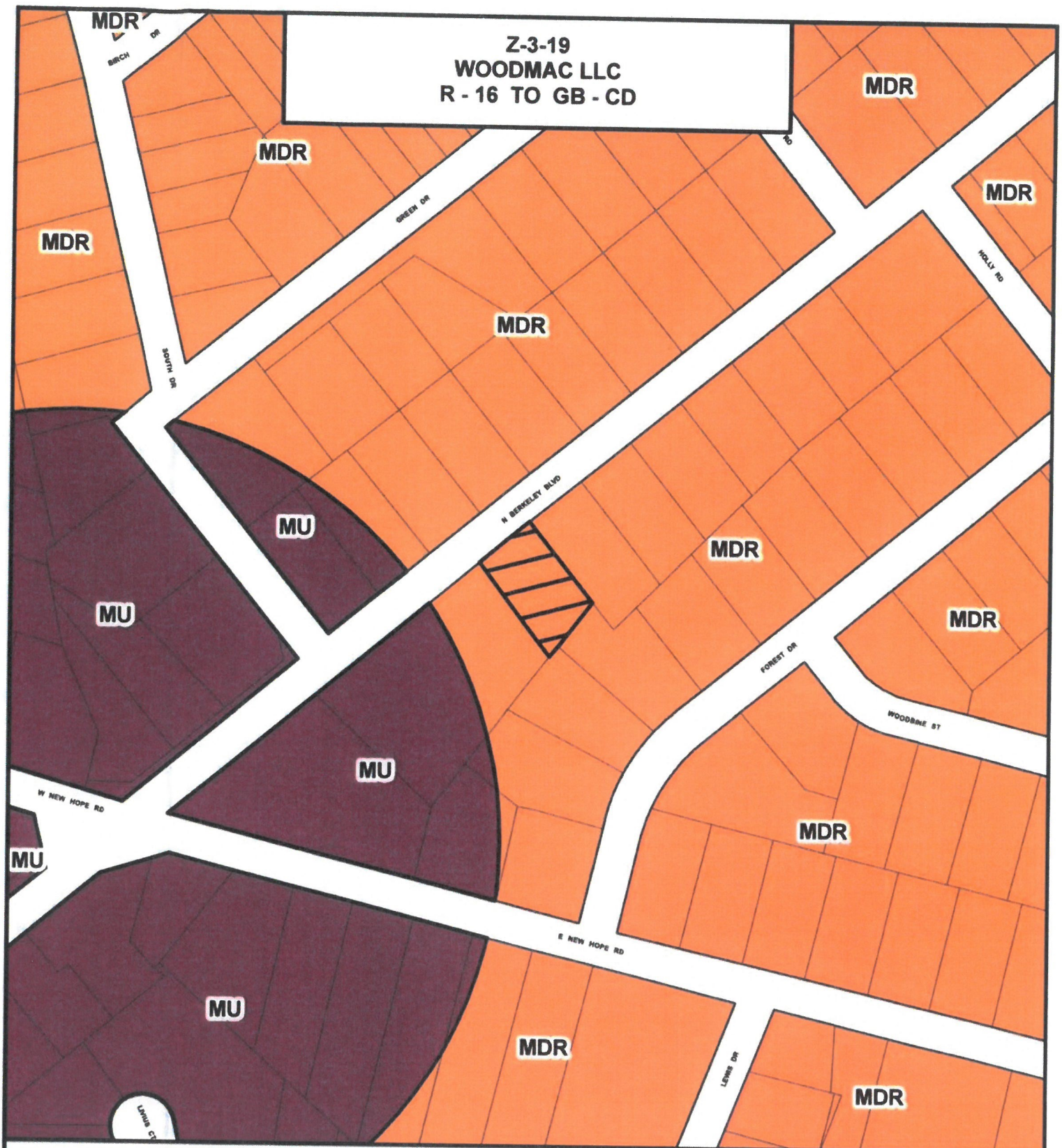
200 100 0 200 Feet



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.

Z-3-19
WOODMAC LLC
R - 16 TO GB - CD



REZONING REQUEST - PROPOSED ZONING

Owner: Robert Parker Smith
Requestt: R-16 to GB-CD
Project: Commercial
Parcel #: 3529-28-5504
Location: 1910 N. Berkeley Blvd.

200 100 0 200 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.

ORDINANCE NO. 2019 - 17

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, March 18, 2019, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

R-16 (Residential) to General Business Conditional District (GBCD) with site plan approval required prior to development

Z-3-19 Woodmac, LLC – East side of North Berkeley Boulevard between Holly Road and E. New Hope Road

The Wayne County Tax Identification No. is 3529-28-5504. The property has a total frontage of 100 ft., an average depth of approximately 179.39 ft. and a total area of approximately .40 acres.

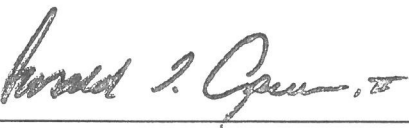
2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section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

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

Adopted this 15th day of April, 2019.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING**

SUBJECT: Z-4-19 MC Morgan & Associates – South side of Central Heights Road between N. Oak Forest Drive and Thoroughfare Road (R-12 Residential and R-16 Residential to R-12 CD Residential - Conditional District).

BACKGROUND: The applicant requests a change of zone from R-12 Residential and R-16 Residential to R-12 Residential Conditional District limiting the use to an 84-unit apartment community.

Frontage: 182 ft. (Central Heights Road)
Depth: 1,239 ft. (approximately)
Area: 12.0 Acres

Surrounding Zoning: North: R-16 Residential RM-NC
South: R-16 Residential
East: R-9 Residential
West: R-16 Residential and R-12 Residential RM-NC

Existing Use: The property is currently vacant.

Proposed Use: The applicant proposes to construct an 84-unit apartment community.

Land Use Plan Recommendation: The City's Land Use Plan recommends that the property be developed for Medium Density Residential (MDR). This request would not be compatible with the City's Comprehensive Land Use Plan.

DISCUSSION: The submitted preliminary site plan indicates four newly-constructed three-story apartment buildings containing a total of 84 units. In addition, a community building is also being proposed on site.

Parking for the site requires two spaces per unit plus .5 per bedroom over two. Thirty of the 84 total units will be 3-bedroom units, 41 units will be 2-bedroom units and the remaining 13 units will be 1-bedroom units. A total of 183 parking spaces are

required and 183 spaces have been shown on the preliminary site plan.

Access to the site will be directly from Central Heights Road. Interconnectivity has not been shown, as property adjacent to the proposed apartment community is single-family residences. The applicant is requesting a modification of the interconnectivity requirement.

City sidewalks are required along frontage of the proposed development. Frontage along Central Heights Road is approximately 182 linear feet. The applicant will need to install sidewalks or pay the sidewalk fee in the amount of \$3,276 in lieu of installation of the sidewalks.

City water and sewer are available to serve the subject property. Portions of the property are located within a special flood hazard area. City Engineering will require approval of stormwater calculations and drainage plans prior to issuance of any building permits.

Street trees have been provided along Central Heights Road. A Type B 15' landscape buffer is required along all property lines and vehicular surface area landscape requirements must be met. Staff is working with the applicant to ensure landscape requirements are met per the requirements of the City's Unified Development Ordinance.

Dumpsters have been shown on the site plan and staff will work with the applicant to ensure the dumpsters are appropriately screened from off-site views and not located within the required 15' landscape buffer.

Building elevations have been submitted and indicate the proposed buildings will be constructed of brick veneer and vinyl siding. Roofing materials will be asphalt shingles. Staff will ensure all multi-family development design standards are met per the requirements of the City's Unified Development Ordinance prior to issuance of any building permits.

At the public hearing held on March 18, 2019, one person spoke in opposition citing traffic and flooding issues. No one appeared to speak in favor of the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the zoning change with requirement to have site plan approved by City Council before future development of the property.

RECOMMENDATION:

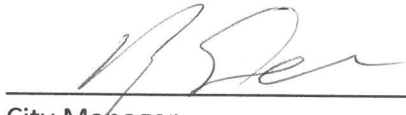
By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from Residential 12 (R-12) and Residential 16 (R-16) to Residential 12 Conditional District (R-12 CD) with site plan approval.

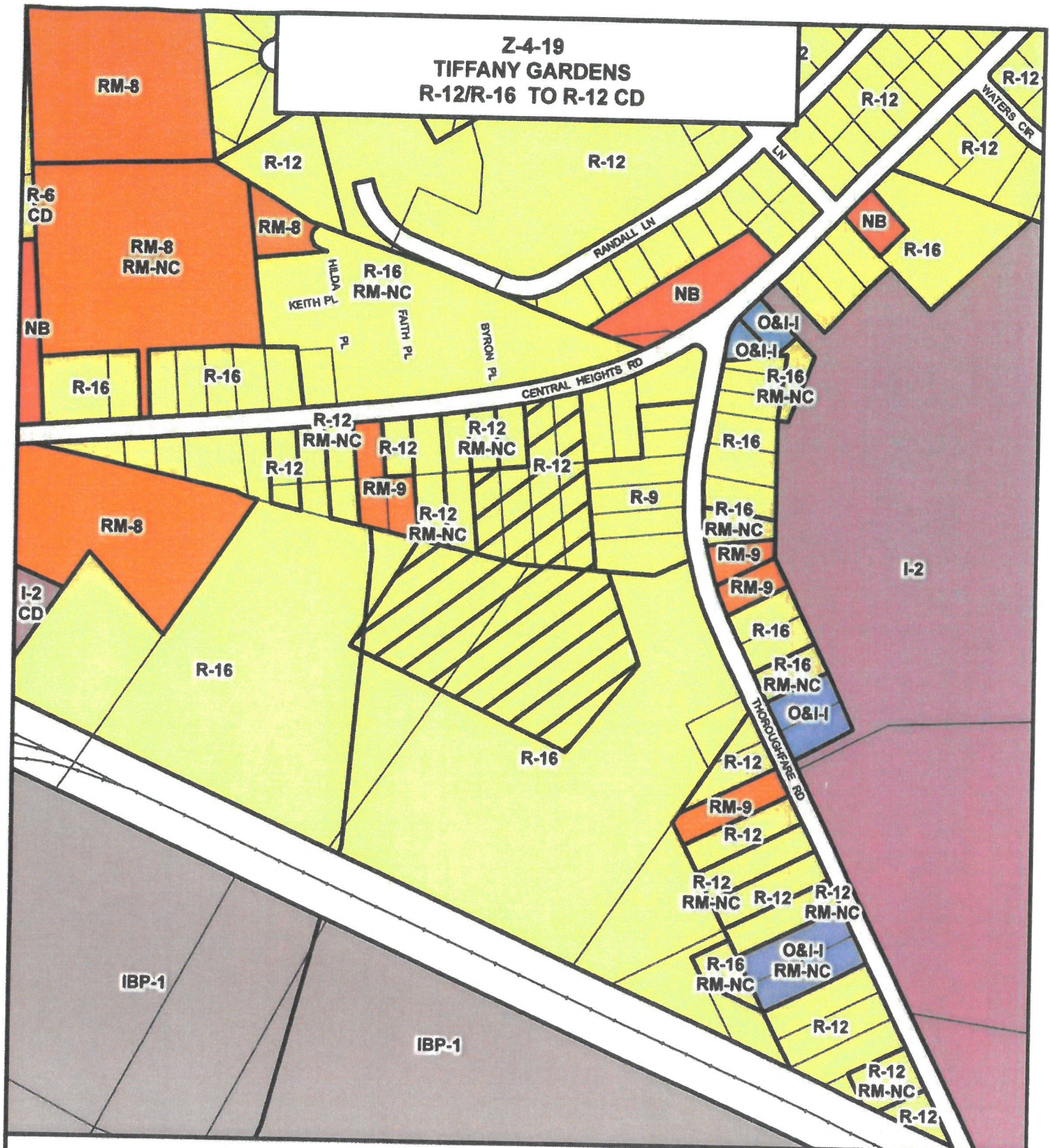
Although not entirely compliant with the City's Land Use Plan, the Residential 12 Conditional District would be appropriate and reasonable in conjunction with adjacent existing R-12 zoning districts, which permit multi-family developments.

Date: 03/26/19


Planning Director

Date: 4/1/19


City Manager



REZONING REQUEST - EXISTING ZONING

Applicant: MC Morgan & Associates

Request: R-12/R-16 to R12 - CD

Project: Multi Units >84

Parcel #: Multiple

Location: 3227 Central Heights Road

500 250 0 500 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.

**Z-4-19
TIFFANY GARDENS
R-12/R-16 TO R-12 CD**



REZONING REQUEST

Applicant: MC Morgan & Associates
Request: R-12/R-16 to R12 - CD
Project: Multi Units >84
Parcel #: Multiple
Location: 3227 Central Heights Road

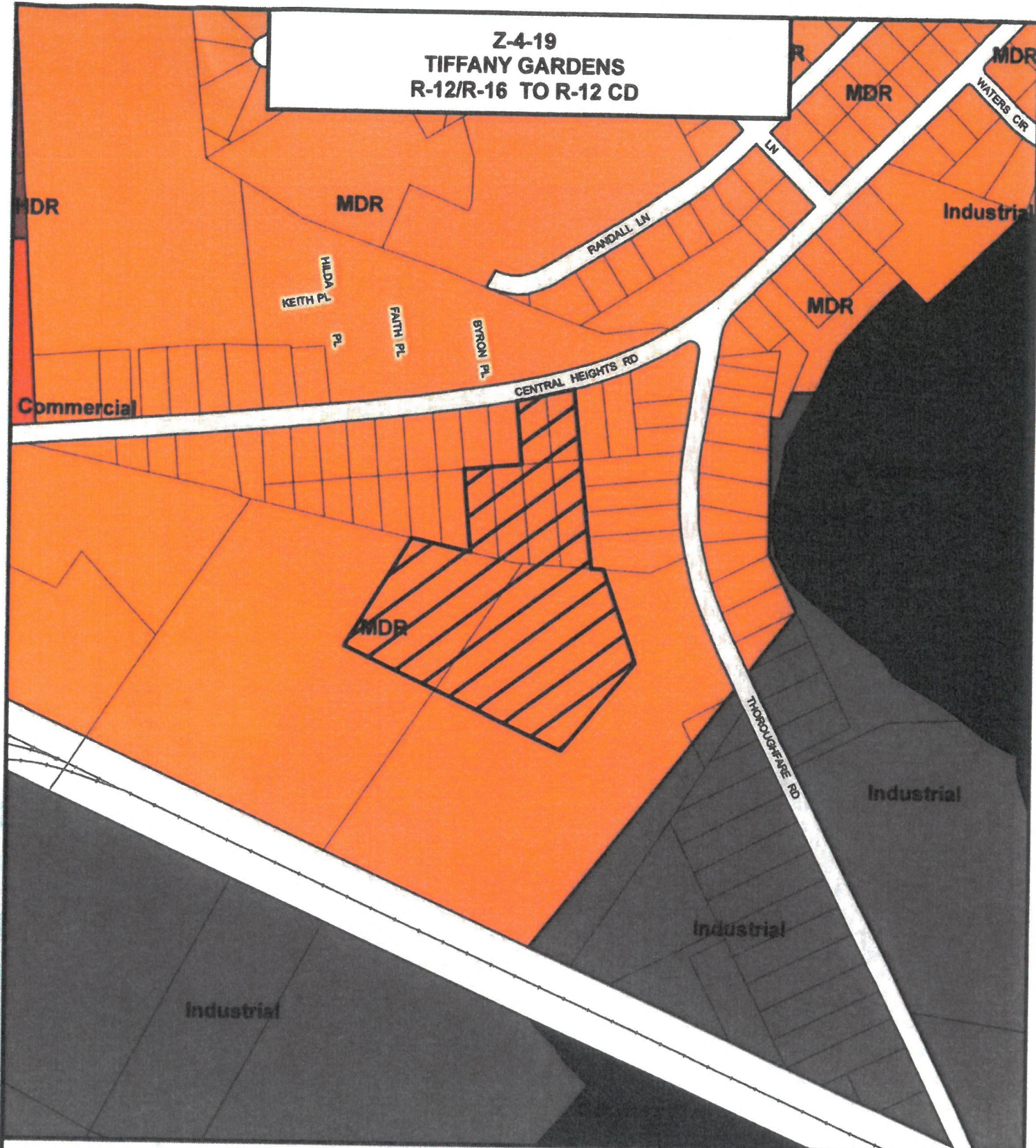
500 250 0 500 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

The date 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.

**Z-4-19
TIFFANY GARDENS
R-12/R-16 TO R-12 CD**



REZONING REQUEST - PROPOSED ZONING

Applicant: MC Morgan & Associates
Request: R-12/R-16 to R12 - CD
Project: Multi Units >84
Parcel #: Multiple
Location: 3227 Central Heights Road

500 250 0 500 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.

TIFFANY GARDENS

GOLDSBORO, NC
12-19-2018

SITE INFORMATION

SITE: 12 ACRES
DENSITY: 7 UNITS/ACRES
BUILDINGS: (10) 1 STORY CLUBHOUSE,
(4) 3-STORY APARTMENT BUILDING
OR
SPRINKLERS: NOT REQUIRED @ 2 PER UNIT / 648 PROVIDED
PARKING SPACES:

UNIT INFORMATION:

UNIT MIX	SPTS/UNIT	PKG. REQ.
1-BR (A UNITS)	= 12	10
1-BR (B UNITS)	= 1	1
2-BR (B UNITS)	= 42	41
3-BR (C UNITS)	= 30	30
TOTAL	= 84 UNITS	82

[illegible]

REQUIRED AMPLIFIERS

- 4. PLAYGROUND - (W/IN. 1 BENCH)
 - 5. MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
 - 6. COVERED PICNIC AREA - (150 SQ.FT. W/ 2 TABLES & BENCH)
- ADDITIONAL AMENITIES:**
- 7. OUTSIDE SITTING AREAS W/IN. 1 BENCH - (1 MIN. 3 LOCATIONS)
 - 8. EXERCISE ROOM - 15' NEW EQUIPMENT
 - 9. RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)

UNDEVELOPED

SITE IS
ESSENTIALLY
FLAT.

**SINGLE
FAMILY**

RECONSTRUCTION PLANNING
(SURROUNDING PROJECT AND
CITY OF CHICAGO)

**SINGLE
FAMILY**

CENTRAL HEIGHTS RD

2000

12-19-2018



A2



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
 25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800
TIFFANY GARDENS
 GOLDBORO, NC

BUILDING 100 + 200 ELEVATIONS

DATE: 10/11/14
 BY: JES
 12-10-18
 DATE: 12/1/2018 BY: KJESAI
 KJESAI

NOT RELEASED FOR CONSTRUCTION

ORDINANCE NO. 2019 - 18

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

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, March 18, 2019, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

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

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

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

Residential 12 (R-12) and Residential 16 (R-16) to Residential 12 Conditional District (R-12 CD) with site plan approval

Z-4-19 MC Morgan & Associates – South side of Central Heights Road between N. Oak Forest Drive and Thoroughfare Road

The Wayne County Tax Identification No. is 3529-24-4491, 3529-24-5492, 3529-24-6117, 3529-24-4125, 3529-24-3136, 3529-24-5126, 3529-13-7763 (portion of) and 3529-23-5463 (portion of). The property has a total frontage of 182 ft., an average depth of approximately 1239 ft. and a total area of approximately 12 acres.

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

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

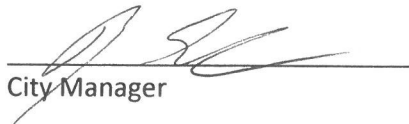
Adopted this 1st day of April, 2019.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING**

Item 0
Withdrawn

SUBJECT: Z-5-19 Allsbrook Gardens – East side of Cuyler Best Road between Chafin Road and Oxford Boulevard (R-16 Residential to R-6 CD Residential - Conditional District).

BACKGROUND: The applicant requests a change of zone from R-16 Residential to R-6 Residential Conditional District to limit the use of the property to 80 apartment units with related amenities.

The applicant has requested a waiver of the site plan requirement at time of rezoning. If the rezoning is approved, full development plans would have to be approved prior to issuance of any building permits.

Frontage: 860 ft. (Cuyler Best Road)
200 ft. (North Park Drive)
Depth: 399 ft. (approximately)
Area: 5.5 Acres

Surrounding Zoning: North: R-9 Residential
South: Highway Business
East: R-12 Residential
West: O-R Office Residential

Existing Use: The property is currently vacant.

DISCUSSION: Proposed Use: As indicated previously, the requested R-6 Conditional District is requested to limit the use of the property to 80 apartment units and related amenities. Development plan approval would be required separately.

Land Use Plan Recommendation: The City's Land Use Plan recommends that the property be developed for Medium Density Residential (MDR). This request would not be compatible with the City's Comprehensive Land Use Plan.

Engineering Comments: City water is available to serve the subject property at this time however; a site plan is required to determine if an existing sanitary sewer outfall line that extends near this property can serve the property. A portion of the property is located within a special flood hazard area.

At the public hearing held on March 18, 2019, seven people spoke in opposition of the request citing problems with traffic on Cuyler Best Road, flooding issues and consistency with the City's Comprehensive Land Use Plan. No one appeared to speak in favor of the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended denying the applicant's request without prejudice citing detailed site plans were necessary at time of rezoning request to ensure proposed development could meet city regulations and design standards as it relates to site development and stormwater.

RECOMMENDATION:

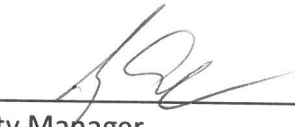
By motion, accept the recommendation of the Planning Commission and deny the applicant's request without prejudice.

Date: 03/26/19

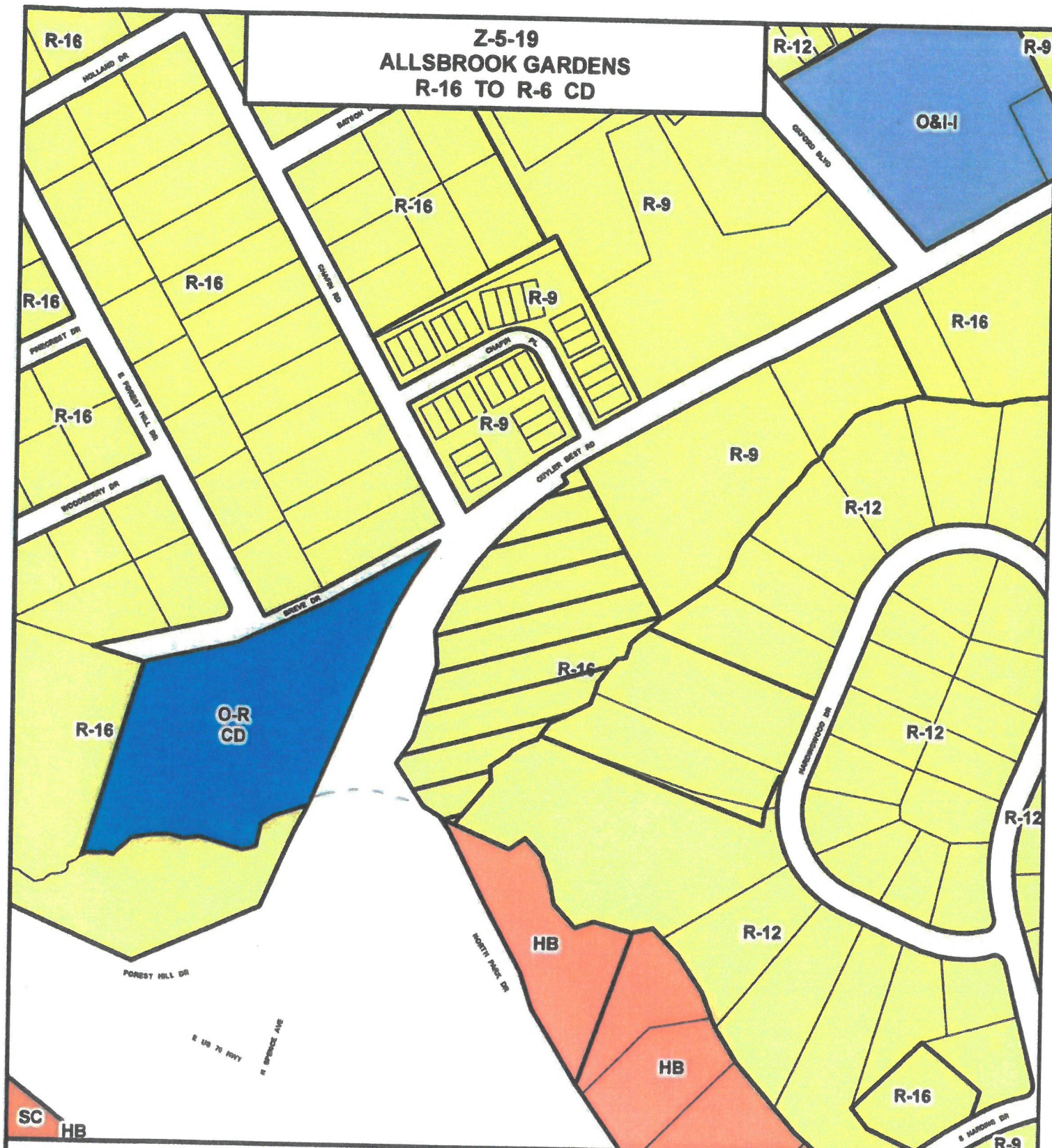


Planning Director

Date: 4/1/19



City Manager



REZONING REQUEST EXISTING ZONING

Request: R-16 To R-6 CD
 Applicant: Stephen Brock
 Project: Multi-Family Residential
 Parcel #: 3519-49-5039
 Location: Cuyler Best Rd @ Chafin Rd

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.

**Z-5-19
ALLSBROOK GARDENS
R-16 TO R-6 CD**



REZONING REQUEST

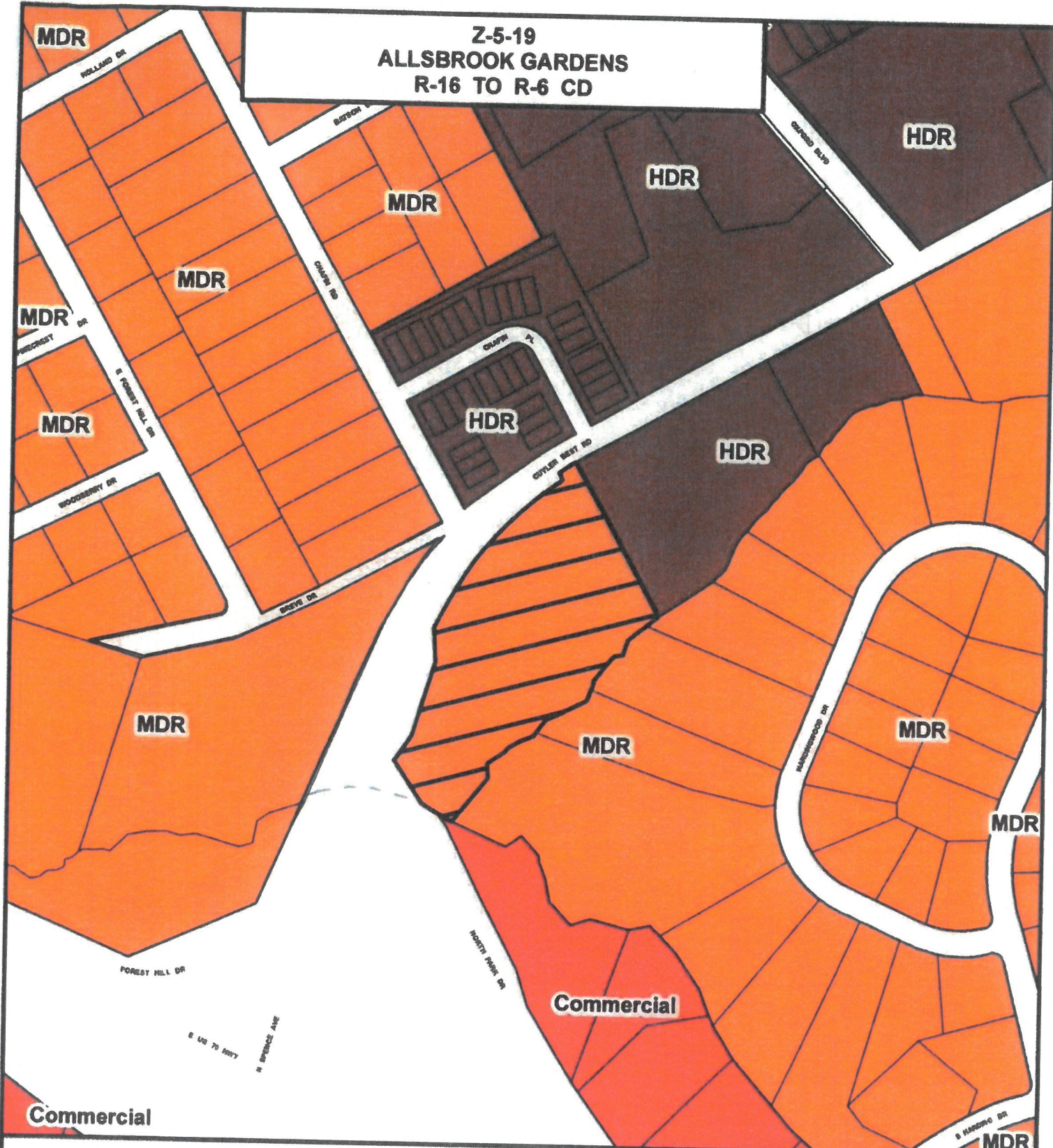
Request: R-16 To R-6 CD
Applicant: Stephen Brock
Project: Multi-Family Residential
Parcel #: 3519-49-5039
Location: Cuyler Best Rd @ Chafin Rd

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.



REZONING REQUEST PROPOSED ZONING

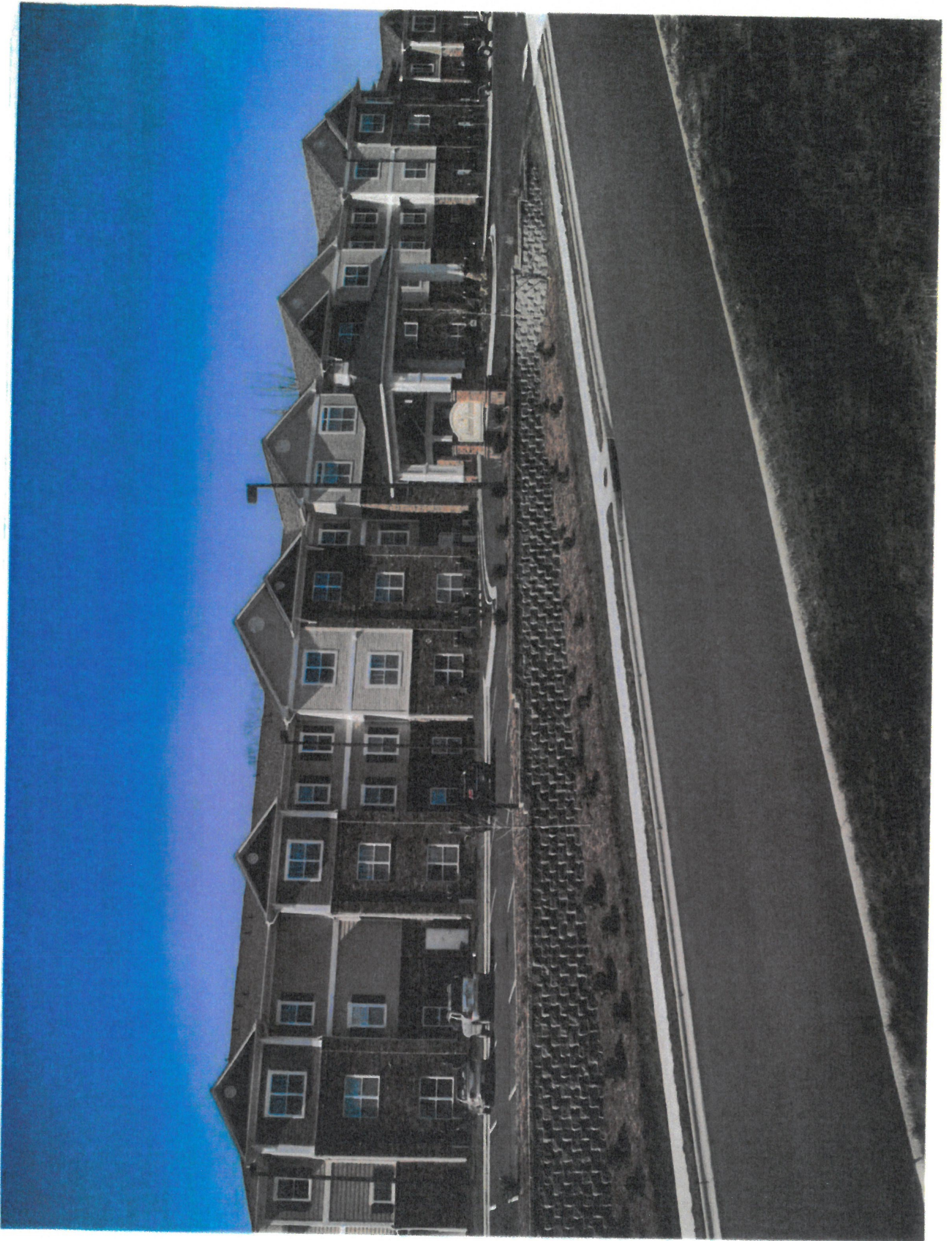
Request: R-16 To R-6 CD
 Applicant: Stephen Brock
 Project: Multi-Family Residential
 Parcel #: 3519-49-5039
 Location: Cuyler Best Rd @ Chafin Rd

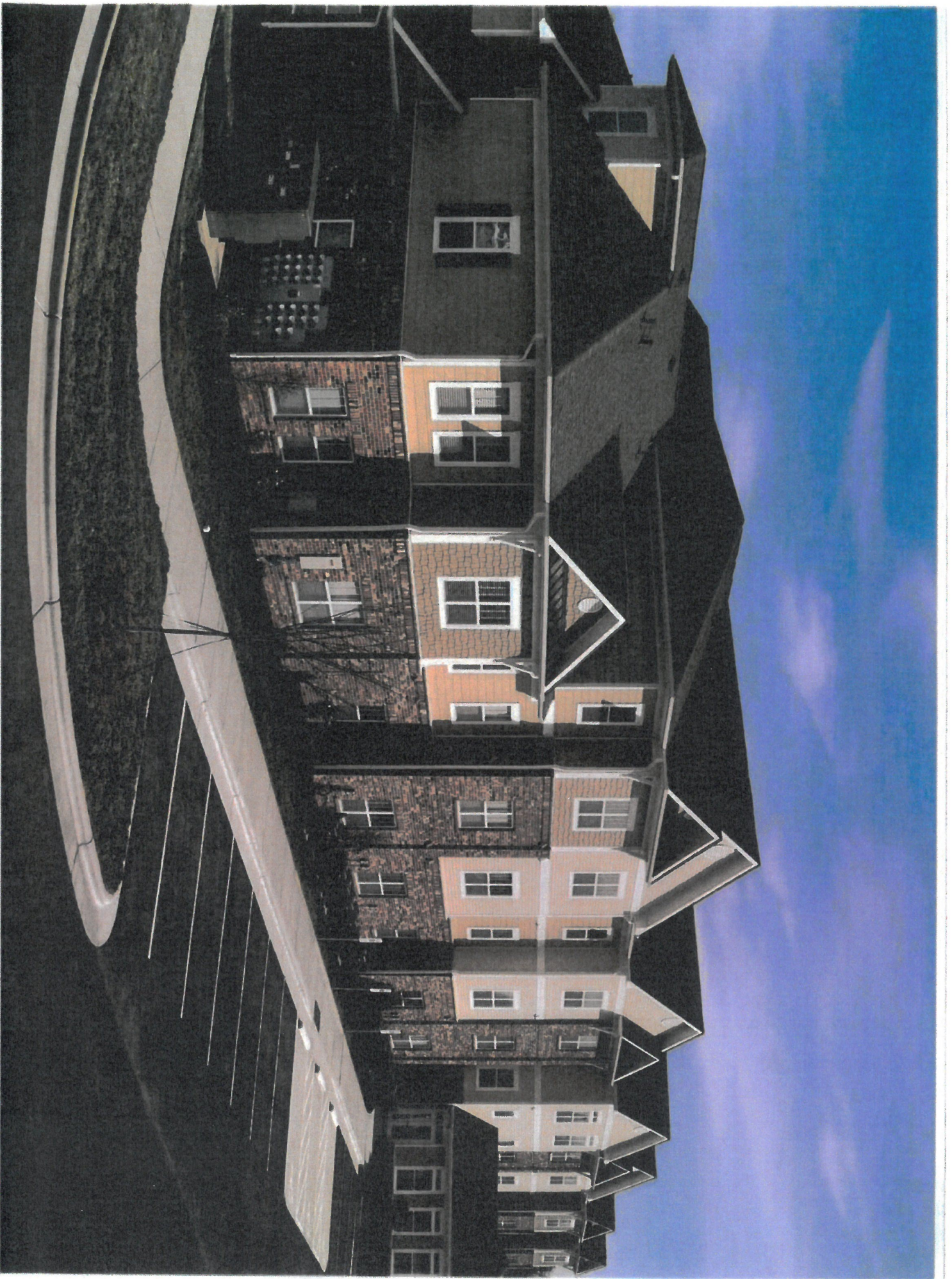
300 150 0 300 Feet



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
APRIL 1, 2019 COUNCIL MEETING**

SUBJECT: CU-3-19 Michael Garrett – Subject property located on the North side of E. Ash Street between Durant Street and Ridgewood Drive (Place of Entertainment w/out ABC)

Applicant requests a Conditional Use Permit to allow the operation of an indoor competitive axe and hatchet-throwing facility within the Ash Street Shopping Center located at 2305 E. Ash Street.

BACKGROUND: The property is zoned SC (Shopping Center). Places of entertainment without ABC permits are a permitted 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 intends to operate an indoor competitive axe and hatchet-throwing facility within an existing commercial strip center.

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

Days/hours of Operation: Monday-Sunday: TBD

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.

At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Conditional Use Permit and submitted site plan.

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

1. Adopt an Order approving the Conditional Use Permit to allow a place of entertainment without ABC permits; and
2. Approve the submitted site plan.

Date: 03/26/19



Planning Director

Date: 4/1/19



City Manager

CU - 3 - 19
2305 E ASH ST
PLACE OF ENTERTAINMENT - NO ABC



OVERBROOK

RIDGEWOOD DR

PEACHTREE ST

E ASH ST

S SPENCE AVE
N SPENCE AVE

200 100 0 200 Feet

CONDITIONAL USE

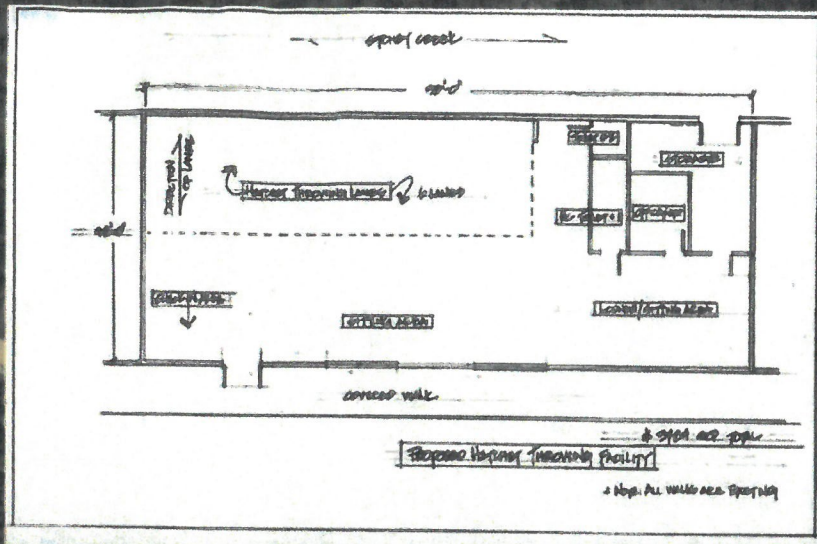
MODIFICATIONS

CASE NO: CU-3 19
REQUEST: POE No ABC-Hatchet Throwing
APPLICANT: Michael Garrett
ADDRESS: 2305 E. Ash Street
HOURS OF OPERATION:

NUMBER OF EMPLOYEES:

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 responsibility 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.



RIDGEWOOD DR

PEACHTREE ST

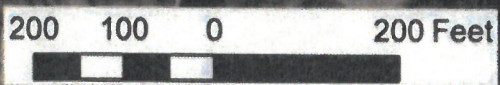
E ASH ST

OVERBROOK RD



City of Goldsboro Site Plan Approval

City Clerk	Date
City Engineer	Date
Planning Director	Date
Owner	Date



CONDITIONAL USE

MODIFICATIONS

CASE NO: CU-3 19
REQUEST: POE No ABC-Hatchet Throwing
APPLICANT: Michael Garrett
ADDRESS: 2305 E. Ash Street
HOURS OF OPERATION:

NUMBER OF EMPLOYEES:



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
ORDER **APPROVING** A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **March 18, 2019** to consider Conditional Use Permit application number:

CU-3-19 Michael Garrett – North side of E. Ash Street between Durant Street and Ridgewood Drive

To allow operation of a place of entertainment without ABC permits within the Shopping Center (SC) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.5 Supplemental Use Regulations and 5.5.4 Special and Conditional Use Specific Regulations pertaining to "Places of Entertainment-No ABC permit".

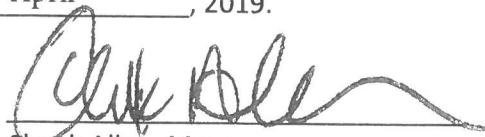
In addition, the Council approved site and landscape plans detailing the proposed development as submitted.

Upon motion made by Councilmember Ham and seconded by Councilmember Broadaway, the Council approved the applicant's request for a Conditional Use Permit to allow the operation of a used-car lot.

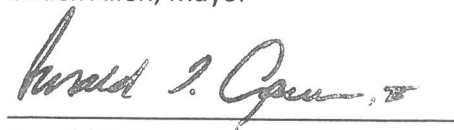
Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied,

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

Thus ordered this 1st day of April, 2019.



Chuck Allen, Mayor



Ronald T. Lawrence, City Attorney

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING**

SUBJECT: CU-4-19 Scott and Christopher Wood – Subject property located on the North side of E. Ash Street between N. James Street and N. Center Street

Applicants are requesting a Conditional Use Permit to allow the operation of an auto oriented use limited to a motorcycle service, repair and performance shop.

BACKGROUND: The property is zoned CBD (Central Business District). Auto-oriented uses are a permitted use within this district only after the issuance of a Conditional Use Permit approved by City Council.

Frontage (Tenant Space): 132.70 ft.

Depth: 161.14 ft.

Area: 21,398 sq. ft. or 0.49 acres

DISCUSSION: As previously stated, the applicants intend to operate a motorcycle service, repair and performance shop.

According to the City's Unified Development Ordinance, auto-oriented uses are permitted in the Central Business District if located outside the area bounded by the south side of Ash Street, the east side of George Street, the north side of Chestnut Street and the west side of William Street. The subject property is located outside of this area.

The submitted site plan indicates a retail sales area and showroom, an office space, a parts supply and workshop space, storage areas for bikes awaiting service and repair and restrooms.

Days/hours of Operation: Monday-Saturday: 9am-6pm

Employees: 3-4

Access and Parking: The site is served by two existing driveway cuts off W. Ash Street. Sufficient parking is available for patrons of the business.

Buildings and Lot: The buildings and lot existed prior to the adoption of City's Unified Development Code. Due to existing site conditions, the applicants are asking for a modification of the City's building setback and landscape requirements.

Since the property is located in the Historic District, any exterior improvements proposed for the facility will require a Certificate of Appropriateness before building permits can be issued.

At the public hearing held on March 18, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Conditional Use Permit and submitted site plan with requested modifications.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of an auto oriented use limited to a motorcycle service, repair and performance shop; and
2. Approve the submitted site plan with building setback and landscape requirement modifications.

Date: 03/26/19



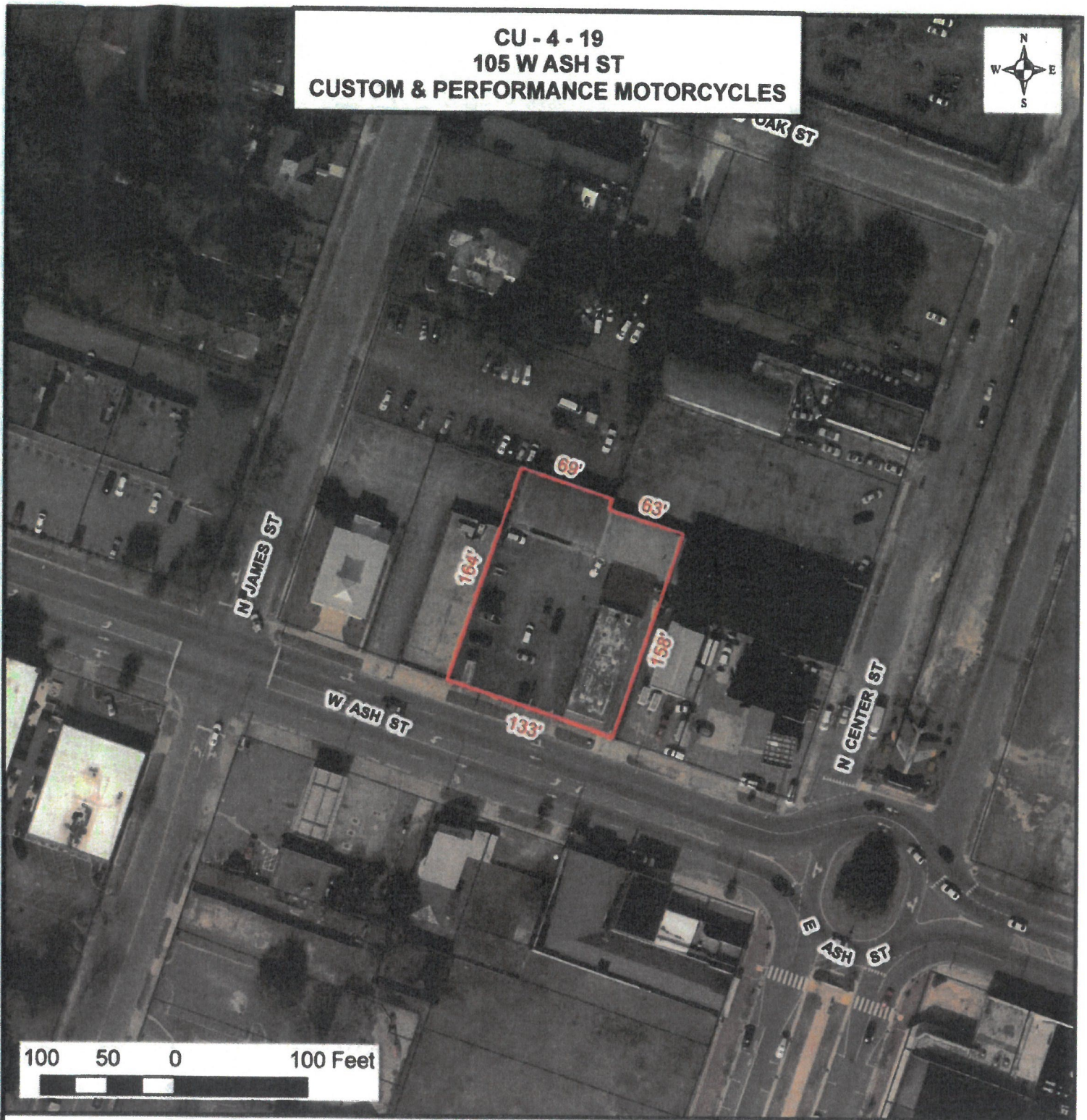
Planning Director

Date: 4/1/19



City Manager

CU - 4 - 19
105 W ASH ST
CUSTOM & PERFORMANCE MOTORCYCLES



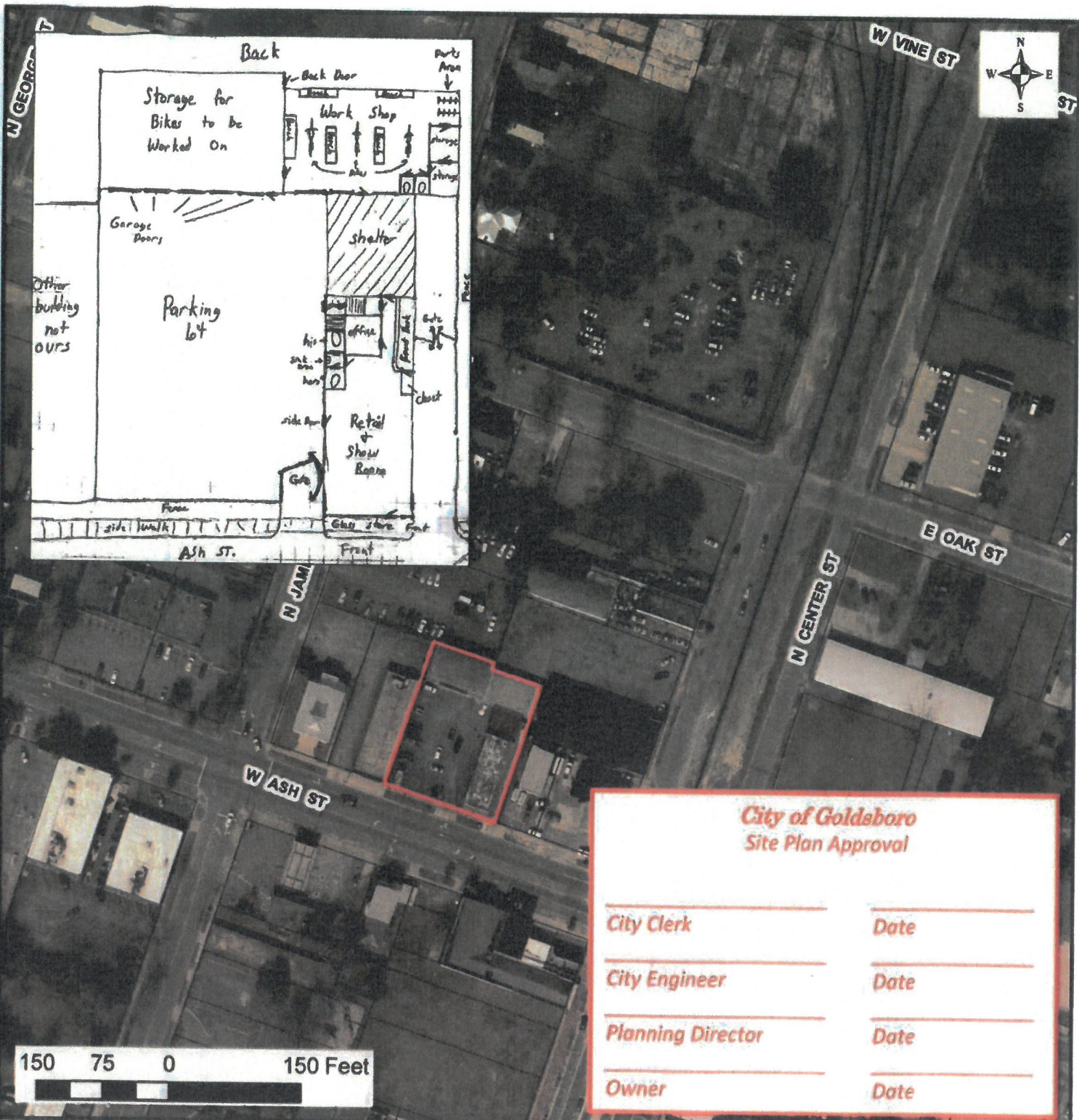
CONDITIONAL USE

CASE NO: CU-4-19
REQUEST: Custom Motorcycle Shop
APPLICANT: Scot Wood - Woods Cycles
ADDRESS: 105 W. Ash Street
HOURS OF OPERATION:
Monday - Friday 9:00am-6:00pm
Saturday 9:00am-2:00pm
NUMBER OF EMPLOYEES: 2

MODIFICATIONS

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
Site Plan Approval

City Clerk	Date
City Engineer	Date
Planning Director	Date
Owner	Date

CONDITIONAL USE

CASE NO: CU-4-19
REQUEST: Custom Motorcycle Shop
APPLICANT: Scot Wood - Woods Cycles
ADDRESS: 105 W. Ash Street
HOURS OF OPERATION:
Monday - Friday 9:00am-6:00pm
Saturday 9:00am-2:00pm
NUMBER OF EMPLOYEES: 2

MODIFICATIONS

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
ORDER **APPROVING** A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **March 18, 2019** to consider Conditional Use Permit application number:

CU-4-19 Scott and Christopher Wood – North side of E. Ash Street between N. James Street and N. Center Street

To allow the operation of an auto oriented use limited to a motorcycle service, repair and performance shop within the Central Business (CBD) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the **CONCLUSION** that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.5 Supplemental Use Regulations and 5.5.4 Special and Conditional Use Specific Regulations pertaining to auto-oriented uses permitted within the Central Business District (CBD).

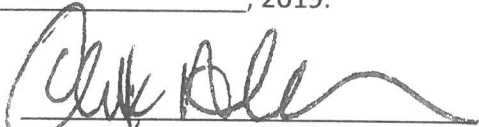
In addition, the Council approved site and landscape plans detailing the proposed development as submitted.

Upon motion made by Councilmember Ham and seconded by Councilmember Broadaway, the Council approved the applicant's request for a Conditional Use Permit to allow the operation of a used-car lot.

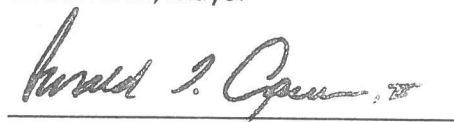
Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a **CONDITIONAL USE PERMIT** have **BEEN** satisfied,

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

Thus ordered this 1st day of April, 2019.



Chuck Allen, Mayor



Ronald T. Lawrence, City Attorney

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
APRIL 1, 2019 COUNCIL MEETING**

SUBJECT: Unified Development Ordinance Amendments

BACKGROUND: The City Council adopted the Unified Development Ordinance on April 4, 2005, which replaced existing land development regulations for the City of Goldsboro and its extraterritorial jurisdiction.

Since that time, the UDO has been amended, over the years, to address a number of minor text corrections and major changes as directed by the Council.

Currently, a number of proposed changes for consideration are "Minor Text Amendments" to Sections within the UDO under Article 5.0 Zoning as follows:

- **Section 5.2** General Setback, Height and Area Standards;
- **Section 5.3** General Use District Dimensional Tables/Standards;
- **Section 5.4** Table of Permitted Uses;
- **Section 5.9** Noise Overlay District;
- **Section 5.10** Accident Potential Zone; and
- **Section 9.0** Definitions.

Proposed changes are to reflect the recommendations from the 2011 Seymour Johnson AFB Air Installation Compatible Use Zone (AICUZ) report.

DISCUSSION: A Notice of Public Hearing listing all the Sections of the UDO under consideration for amendment was advertised for two consecutive weeks in the newspaper and posted on the City's website for review.

Minor changes, which are included for possible amendment include:

1. Amending Section 5.2 General Setback, Height and Area Standards by rewriting Subsection 5.2.7

Special Seymour Johnson Air Force Base and
Goldsboro-Wayne Municipal Airport Height
Regulations and Limitations;

2. Amending Section 5.3 General Use District Dimensional Tables/Standards by rewriting Subsection 5.3.5.1 Additional Standards;
3. Amending Section 5.4 Table of Permitted Uses by adding to Subsection 5.4.2 Criteria for Approving Unlisted Uses;
4. Amending Section 5.4 Table of Permitted Uses by adding a new Subsection 5.4.3 Permitted Uses within the Noise Overlay District or Accident Potential Zone;
5. Amending Section 5.9 Noise Overlay District by rewriting Subsections 5.9.1 Purpose and 5.9.2 Establishment;
6. Amending Section 5.9 Noise Overlay District by renaming Subsection 5.9.4 from “Permitted Uses” to “Land Use Compatibility and Noise Exposure and add table;
7. Amending Section 5.9 Noise Overlay District by adding new Subsections 5.9.4.1 Key to Land Use Compatibility Noise Exposure Table and 5.9.4.1.2 Notes to Land Use Compatibility Noise Exposure Table;
8. Amending Section 5.9 Noise Overlay District by rewriting Subsection 5.9.13 Replacement, Expansion and Reconstruction of Nonconforming Structures and Land Uses in the Noise Overlay District;
9. Amending Section 5.10 Accident Potential Zone by deleting in its entirety and rewriting and adding Land use Compatibility and Accident Potential Table to include Subsections 5.10.4.1 Key to Land Use Compatibility Accident Potential Table and

5.10.4.2 Notes to Land Use Compatibility Accident Potential Table; and

10. Amending Section 9.0 Definitions by rewriting Subsection 9.2 Definitions as it relates to the Definition for Agricultural Use.

Staff has reviewed the proposed changes with Seymour Johnson AFB Deputy Base Engineer and SJAFB recommends approval of proposed amendments.

At the public hearing held on March 18, 2019, nine people spoke in regards to the proposed amendments and cited concerns with decrease in property values due to Noise Overlay District and restrictions on land use due to SJAFB requirements. One person spoke in favor of the proposed amendments.

The Planning Commission, at their meeting held on March 25, 2019, recommended approval of the Unified Development Ordinance (UDO) Text Amendment.

RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and

1. Adopt an ordinance amending the Unified Development Ordinance (UDO) to reflect the recommendations from the 2011 Seymour Johnson AFB Air Installation Compatible Use Zone (AICUZ) report.

Date: 03/26/19



Planning Director

Date: 4/1/19



City Manager

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER AMENDMENTS TO SECTION 5.0 ENTITLED "ZONING"
OF THE CITY OF GOLDSBORO
UNIFIED DEVELOPMENT ORDINANCE

- 1. Amend Section 5.2 General Setback, Height and Area Standards. By deleting and rewriting Subsection 5.2.7 Special Seymour Johnson Air Force Base and Goldsboro-Wayne Municipal Airport Height Regulations and Limitations to read as follows:**

No structure shall exceed the applicable height limitations established by the Seymour Johnson Air Force Base "AICUZ Update – Air Installation Compatibility Use Zone report. The Air Force AICUZ height restrictions are based on those contained in Federal Aviation Administration (FAA) Regulation Part 77, and are documented in the U.S. Department of Defense document "Unified Facility Criteria 3-260-01, Airfield and Heliport Planning and Design" or the applicable height limitations of the Goldsboro-Wayne Municipal Airport Layout Plan Report on file at the City of Goldsboro Planning and Community Development Department.

- 2. Amend Section 5.3 General Use District Dimensional Tables/Standards. Subsection 5.3.5.1 Additional Standards. By deleting and adding the following:**

4. The regulating densities for any proposed use within the AB District shall be calculated per the Land Use Compatibility and Accident Potential table within Section 5.10 (Accident Potential Zone).

- ~~Average Density – Average density of persons per hour during a twenty four hour period are calculated by taking the number of persons per acre expected on site, multiplied by the number of hours they will be on site and dividing the total by twenty four.~~

~~Example: One eight hour shift of thirty workers on a one acre site.~~

~~Average Density – $30 \text{ persons} \times 8 \text{ hours on site} / 1 \text{ acre} = 240 \text{ persons per acre per hour.}$
 $240 / 24 = \text{Average density of 10 persons per acre per hour per a twenty four hour period.}$~~

- ~~Maximum Density – The maximum density of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on site by twenty four hours and then dividing twenty five persons per acre, per hour by the result.~~

~~Example: Maximum density for two eight hour shifts on a one acre site.~~

~~$25 \text{ (maximum average density)} / 16 \text{ hours (two shifts)} / 24 \text{ hours} = 37.5 \text{ persons per acre per hour allowed.}$~~

~~The average density for any use in the Airport Business District may not exceed twenty-five persons per acre during a twenty four hour period. The maximum density may not exceed fifty persons per acre per hour at any one time.~~

- 3. Amend Section 5.4 Table of Permitted Uses. By adding the following to subsection 5.4.2 Criteria For Approving Unlisted Uses.**

13. If the use is located within the Noise Overlay District or an Accident Potential Zone, recommendations from Seymour Johnson Air Force Base will be considered.

4. **Amend Section 5.4 Table of Permitted Uses. By adding the new subsection 5.4.3 as follows:**

5.4.3 PERMITTED USES WITHIN THE NOISE OVERLAY DISTRICT OR ACCIDENT POTENTIAL ZONE

1. Not all uses listed in the Table of Permitted Uses are allowed within the Noise Overlay District or Accident Potential Zone, or they may be allowed under certain conditions. For permitted uses within the areas, refer to the tables in Section 5.9 and 5.10. For example, some uses listed as a Conditional Use for AB (Airport Business District) may not be permitted depending on which Accident Potential Zone the use is proposed in. If the use is located within the Noise Overlay District or an Accident Potential Zone, recommendations from Seymour Johnson AFB will be considered.

5. **Amend Section 5.9 Noise Overlay District. By deleting and rewriting Subsections 5.9.1 Purpose and 5.9.2 Establishment to read as follows:**

5.9.1 PURPOSE

The purpose of the Noise Overlay District is to provide for compatible development of land in areas subject to increased aircraft noise exposure and accident potential due to aircraft operations surrounding Seymour Johnson Air Force Base. The district is designed to limit uses that could increase risks to public health, safety and general welfare while also protecting military aircrafts from encroachment quality of life and to mitigate the impacts of aircraft noise on existing and newly permitted uses. In addition, the district is intended to require notification on plats and site plans to all present and future owners that property within this district is exposed to aircraft noise potentially in excess of a ~~sound level of 65dB~~ day - night average A - weighted sound level (DNL).

5.9.2 ESTABLISHMENT

The Goldsboro Noise Overlay District, known in this Section as the "noise overlay district or district," is hereby established as a district that overlaps and overlays existing zoning districts. The district is further divided into four sub-districts corresponding to the ~~65-70dB DNL, 70-75dB DNL, 75-80dB DNL, 80-84dB DNL and 85+DNL~~ noise contours of the Seymour Johnson AFB AICUZ Updated - Air Installation Compatibility Use Zone (AICUZ) Study report, a copy of which is kept on file in the Planning and Community Development Department. The boundaries of the noise district and sub-districts are indicated on the Official Zoning Map of the City.

6. **Amend Section 5.9 Noise Overlay District. By renaming Subsection 5.9.4 from "Permitted Uses" to "Land Use Compatibility and Noise Exposure" to read as follows and by adding the indicated table.**

5.9.4 LAND USE COMPATIBILITY AND NOISE EXPOSURE

The noise district contains several general use zoning districts. Uses permitted in such districts, whether by right or as a conditional or special use, shall be permitted in the Noise Overlay District according to the standards and the restrictions indicated in the following table except as provided in Section 5.9.13. Some uses are not permitted in the Noise Overlay District as indicated in the table below.

Land Use Compatibility and Noise Exposure						
SLUCM NO.	Land Use Name	DNL 65-69 Contour	DNL 70-74 Contour	DNL 75-79 Contour	DNL 80-84 Contour	DNL 85+ Contour
10	Residential					
11	Household Units	N ¹	N ¹	N	N	N
11.11	Single units: detached	N ¹	N ¹	N	N	N
11.12	Single units: semi-detached	N ¹	N ¹	N	N	N
11.13	Single units: attached row	N ¹	N ¹	N	N	N
11.21	Two units : side-by-side	N ¹	N ¹	N	N	N
11.22	Two units : one above the other	N ¹	N ¹	N	N	N
11.31	Apartments: walk-up	N ¹	N ¹	N	N	N
11.32	Apartments: elevator	N ¹	N ¹	N	N	N
12	Group Quarters	N ¹	N ¹	N	N	N
13	Residential hotels	N ¹	N ¹	N	N	N
14	Manufactured homes parks	N ¹	N ¹	N	N	N
15	Transient lodging	N ¹	N ¹	N ¹	N	N
16	Other residential, manufactured homes on individual lots	N ¹	N ¹	N ¹	N	N
20	Manufacturing					
21	Food and kindred products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
22	Textile mill products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
23	Apparel and other finish products; products made from fabrics, leather and	Y	Y ²	Y ³	Y ⁴	N

Land Use Compatibility and Noise Exposure						
SLUCM NO.	Land Use Name	DNL 65-69 Contour	DNL 70-74 Contour	DNL 75-79 Contour	DNL 80-84 Contour	DNL 85+ Contour
	similar materials; manufacturing					
24	Lumber and wood products (except furniture; manufacturing	Y	Y ²	Y ³	Y ⁴	N
25	Furniture and fixtures; manufacturing	Y	Y ²	Y ³	Y ⁴	N
26	Paper and allied products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
27	Printing, publishing, and allied products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
28	Chemicals and allied products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
29	Petroleum refining and related industries	Y	Y ²	Y ³	Y ⁴	N
30	Manufacturing (cont.)					
31	Rubber and miscellaneous plastic products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
32	Stone, clay and glass products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
33	Primary metal products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
34	Fabricated metal products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
35	Professional, scientific, and controlling instruments, photographic and optical goods; watch & clocks	Y	25	30	N	N
39	Miscellaneous manufacturing	Y	Y ²	Y ³	Y ⁴	N
40	Transportation, communications and utilities					
41	Railroad, rapid rail transit and street railway transportation	Y	Y ²	Y ³	Y ⁴	N

Land Use Compatibility and Noise Exposure						
SLUCM NO.	Land Use Name	DNL 65-69 Contour	DNL 70-74 Contour	DNL 75-79 Contour	DNL 80-84 Contour	DNL 85+ Contour
42	Motor vehicle transportation	Y	Y ²	Y ³	Y ⁴	N
43	Aircraft transportation	Y	Y ²	Y ³	Y ⁴	N
44	Marine craft transportation	Y	Y ²	Y ³	Y ⁴	N
45	Highway and street right-of-way	Y	Y	Y	Y	N
46	Automotive parking	Y	Y	Y	Y	N
47	Communication	Y	25 ⁵	30 ⁵	N	N
48	Utilities	Y	Y ²	Y ³	Y ⁴	N
49	Other transportation, communication and utilities	Y	25 ⁵	30 ⁵	N	N
50	Trade					
51	Wholesale trade	Y	Y ²	Y ³	Y ⁴	N
52	Retail Trade - building materials, hardware and farm equipment	Y	25	30	Y ⁴	N
53	Retail trade - including shopping centers, discount clubs, home improvement stores, electronics superstores, etc.	Y	25	30	N	N
54	Retail trade - food	Y	25	30	N	N
55	Retail trade - automotive, marine craft, aircraft and accessories	Y	25	30	N	N
56	Retail trade - apparel and accessories	Y	25	30	N	N
57	Retail trade - furniture, home furnishings and equipment	Y	25	30	N	N
58	Retail trade - eating and drinking establishments	Y	25	30	N	N
59	Other retail trade	Y	25	30	N	N
60	Services					
61	Finance, insurance and real estate services	Y	25	30	N	N

Land Use Compatibility and Noise Exposure						
SLUCM NO.	Land Use Name	DNL 65-69 Contour	DNL 70-74 Contour	DNL 75-79 Contour	DNL 80-84 Contour	DNL 85+ Contour
62	Personal services	Y	25	30	N	N
62.4	Cemeteries	Y	Y ²	Y ³	Y ^{4,11}	Y ^{6,11}
63	Business services (credit reporting; mail, stenographic, reproduction; advertising)	Y	25	30	N	N
63.7	Warehousing and storage services	Y	Y ²	Y ³	Y ⁴	N
64	Repair services	Y	Y ²	Y ³	Y ⁴	N
65	Professional services	Y	25	30	N	N
65.1	Hospitals, Other medical facilities	25	30	N	N	N
65.16	Nursing Homes	N ¹	N ¹	N	N	N
66	Contract construction services	Y	25	30	N	N
67	Government services	y ¹	25	30	N	N
68	Education services	25	30	N	N	N
68.1	Child Care services, child development centers, and nurseries	25	30	N	N	N
69	Miscellaneous	Y	25	30	N	N
69.1	Religious activities	Y	25	30	N	N
70	Cultural, entertainment and recreational					
71	Cultural activities	25	30	N	N	N
71.2	Nature exhibits	y ¹	N	N	N	N
72	Public assembly	Y	N	N	N	N
72.1	Auditoriums, concert halls	25	30	N	N	N
72.11	Outdoor music shells, amphitheaters	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	Y ⁷	Y ⁷	N	N	N
73	Amusement - fairgrounds, miniature golf, driving ranges, amusement park, etc.	Y	Y	N	N	N

Land Use Compatibility and Noise Exposure						
SLUCM NO.	Land Use Name	DNL 65-69 Contour	DNL 70-74 Contour	DNL 75-79 Contour	DNL 80-84 Contour	DNL 85+ Contour
74	Recreational activities (including golf courses, riding stables, water recreation)	Y	25	30	N	N
75	Resorts and group camps	Y	25	N	N	N
76	Parks	Y	25	N	N	N
79	Other cultural, entertainment and recreation	Y	25	N	N	N
80	Resource production and extraction					
81	Agriculture (except live stock)	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
81.5	Livestock farming and breeding	Y ⁸	Y ⁹	N	N	N
81.7	Animal breeding	Y ⁸	Y ⁹	N	N	N
82	Agriculture related activities	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
83	Forestry activities	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
84	Fishing activities	Y	Y	Y	Y	Y
85	Mining activities	Y	Y	Y	Y	Y
89	Other resources production or extraction	Y	Y	Y	Y	Y

7. Amend Section 5.9 Noise Overlay District. By adding the following new subsections relative to the foregoing table as follows:

5.9.4.1 KEY TO LAND USE COMPATIBILITY NOISE EXPOSURE TABLE

SLUCUM - Standard Land Coding Manual, U.S. Department of Transportation.

Y (Yes) - Land Use and related structures are normally compatible without restriction.

N (No) - Land Use and related structures are normally compatible without and should be prohibited.

Y^x - Yes with restrictions. The land uses and related structures are generally compatible; however, see notes indicated by the superscript.

N^x - No with exceptions. The land uses and related structures are generally incompatible; however, see notes indicated by the superscript.

25, 30, or 35 - The numbers refer to noise level reduction (NLR) levels. NLR (outdoor to indoor) is achieved through the incorporation of noise attenuation into the design and construction of a structure. Land use and related structures are generally compatible; however, measures to achieve NLR of 25, 30, or 35 must be incorporated into design and construction of structures. However, measures to achieve an overall noise reduction do not necessarily solve noise difficulties outside the structure and additional evaluation is warranted. Also, see notes indicated by superscripts where they appear with one of these numbers.

DNL - Day-Night Average Sound Level

5.9.4.1.2 NOTES TO LAND USE COMPATIBILITY NOISE EXPOSURE TABLE

1. General

a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. Existing residential development is considered as pre-existing, nonconforming land uses.

b. Where these uses are allowed, measures to achieve outdoor to indoor NLR of at least 25 decibels (dB) in DNL 65-69 and 30 dB in DNL 70-74 must be incorporated

c. Normal permanent construction can be expected to provide an NLR of 20 dB, thus the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors, and closed windows year round. Additional consideration will be given to modifying NLR levels based on peak noise levels or vibrations.

d. NLR criteria will not eliminate outdoor noise problems. However, building location, site planning, design, and use of berms and barriers can help mitigate outdoor noise exposure particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

2. Measures to achieve a NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

3. Measures to achieve a NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

4. Measures to achieve a NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

5. If a projector or proposed development is noise sensitive, use indicated NLR; if not, land use compatible without NLR.

6. Buildings are not permitted.

7. Land use is compatible provided special sound reinforcement systems are installed.
 8. Residential buildings require a NLR of 25.
 9. Residential buildings require a NLR of 30.
 10. Residential buildings are not permitted.
 11. Land use that involves outdoor activities is not recommended, but if the community allows such activities, hearing protection devices should be worn when noise sources are present. Long-term exposure (multiple hours per day over many years) to high noise levels can cause hearing loss in some unprotected individuals.
- 8. Amend Section 5.9 Noise Overlay District Subsection 5.9.13 REPLACEMENT, EXPANSION AND RECONSTRUCTION OF NONCONFORMING STRUCTURES AND LAND USES IN THE NOISE OVERLAY DISTRICT by deleting and rewriting portions as follows:**

Single-Family Dwellings

Existing single-family dwellings located within the 70-74, 75-79, 80-84 and 80+ dBDNL contour may be reconstructed if destroyed or damaged greater than 50% of their tax value, as shown on the Wayne County tax rolls, if a noise level reduction of 30 dB is provided inside the dwelling. Any reconstruction shall meet all applicable setbacks and lot area requirements of this Ordinance. Existing single-family dwellings within the 70-74, 75-79, 80-84 and 80+dBDNL contours may expand one time provided the expansion does not exceed 50% of the area of the existing dwelling and complies with all applicable Ordinance standards.

Existing Churches

Existing nonconforming churches located within the Noise Overlay District may rebuild if they are destroyed or damaged greater than 50% of its tax value provided they comply with the maximum noise level reduction standards of 30 dB as defined in Section 5.9.10. Churches that are located within the 70-74, 75-79, 80-84 and 80+dBDNL contours are permitted a one-time expansion of their building area by no more than 25% of the area of the existing church provided they comply with the appropriate noise attenuation standards and all other Ordinance standards.

Existing Non-Residential Uses

Existing non-residential land uses, excluding uses located within the 80+ dB 80-84 DNL contour and 85+DNL contour, that are not permitted according to Section 5.9.4 (Permitted Use) may be reconstructed if destroyed or damaged greater than 50% of its tax value provided they comply with a noise level reduction of 30 dB in areas of the structure where the public will be present. Existing non-residential uses that are destroyed or damaged within the 80+ dBDNL contour which are not permitted

according to Section 5.9.4 of this Code shall not be reconstructed if the damage sustained exceeds 50% of its tax value as defined in Section 5.6

9. Amend Section 5.10 Accident Potential Zone. By deleting in its entirety and rewriting as follows:

5.10 Accident Potential Zone

5.10.1 PURPOSE

The purpose of the Accident Potential Zone (APZ) is to limit development in areas that have significant potential for accidents. The Clear Zone, the area closest to the runway end is the most hazardous. APZ-I is the area beyond the clear zone that possesses a significant potential for accidents. APZ-II is an area beyond APZ-I having a measurable potential for accidents.

5.10.2 ESTABLISHMENT

The APZ is hereby established as a district that overlaps existing zoning districts. The APZ is divided into three sub districts corresponding to the clear zone, APZ-I and APZ-II as defined in the Seymour Johnson Air Force Base AICUZ Update Air Installation Compatible Use Zone ~~Study~~-report (~~AICUZ~~), a copy of which is kept on file in the Planning Department. Development Department. The boundaries of the APZ overlay district are indicated on the Official Zoning Map of the City of Goldsboro.

5.10.3 APPLICABILITY

Nothing herein shall require any change in any lawfully constructed or established building, structure or use in existence at the time of adoption or amendment of these regulations.

The provisions of this Section shall apply to any application for a building permit, certificate of occupancy, zoning, special use permit, conditional use permit, zoning compliance certificate, vested rights certificate and subdivision/ site plan approval.

The requirements of this Section shall apply to the construction, alteration, moving, repair, replacement or new use of any building or occupied permanent structure within the City located within the Accident Potential Zone (APZ).

5.10.4 ~~PERMITTED USES~~ LAND USE COMPATIBILITY AND ACCIDENT POTENTIAL

The APZ overlay district overlaps several general use districts. Uses permitted in such districts, whether by right or as a special or conditional use shall be permitted in the APZ except as provided in the table below:

a. ~~Clear Zone:~~ All uses other than agricultural land uses shall be prohibited.

b. ~~APZ I:~~ No residential land uses shall be allowed within the APZ I overlay zone. Nonresidential land uses shall have to comply with the density standards as the defined for the Airport Business zoning district. The allowable densities for any propose use within he APZ I overlay shall be calculated as follows:

- ~~Average Density~~—Average density of persons per hour during a twenty four hour period are calculated by taking the number of persons per acre expected on site, multiplied by the number of hours they will be on site and dividing the total by twenty-four.

~~Example: One eight hour shift of thirty workers on a one acre site.~~

~~Average Density—30 persons x 8 hours on site/1acre = 240 persons per acre per hour. 240 /24 = Average density of 10 persons per acre per hour per a twenty four hour period.~~

- ~~Maximum Density~~—The maximum density of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on site by twenty four hours and then dividing twenty five persons per acre, per hour by the result.

~~Example: Maximum density for two eight hour shifts on a one acre site.~~

~~25 (maximum average density) divided by 16 hours (two shifts) divided by twenty-four hours = 37.5 persons per acre per hour allowed.~~

The average density for any use in the APZ may not exceed twenty five (25) persons per acre during a 24 hour period. The maximum density may not exceed 50 persons per acre per hour at any one time.

c. ~~APZ II:~~ All residential land uses in the APZ II overlay shall not exceed a density of two (2) units per acre.

Nonresidential land uses shall comply with the density standards as defined for the Airport Business (AB) zoning district. The allowable densities for any proposed use within the APZ II overlay shall be calculated as follows:

- ~~Average Density~~—Average density of persons per hour during a twenty four hour period are calculated by taking the number of persons per acre expected on site, multiplied by the number of hours they will be on site and dividing the total by twenty-four.

~~Example: One eight hour shift of thirty workers on a one acre site.~~

~~Average Density—30 persons x 8 hours on site/1acre = 240 persons per acre per hour. 240 /24 = Average density of 10 persons per acre per hour per a twenty four hour period.~~

- ~~Maximum Density~~—The maximum density of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on site by twenty four hours and then dividing twenty five persons per acre, per hour by the result.

~~Example: Maximum density for two eight hour shifts on a one acre site.
25 (maximum average density) divided by 16 hours (two shifts) divided by twenty-four hours = 37.5 persons per acre per hour allowed.~~

The average density for any use in the APZ may not exceed twenty five (25) persons per acre during a 24 hour period. The maximum density may not exceed 50 persons per acre per hour at any one time.

Land Use Compatibility and Accident Potential					
SLUC M NO.	Land Use	Clear Zone Recommendation ¹	APZ I Recommendation ¹	APZ II Recommendation ¹	DENSITY Recommendation ¹
10	Residential				
11	Household Units				
11.11	Single units: detached	N	N	Y ²	Maximum density of 2 Du/ AC
11.12	Single units: semi-detached	N	N	N	
11.13	Single units: attached row	N	N	N	
11.21	Two units : side- by-side	N	N	N	
11.22	Two units : one above the other	N	N	N	
11.31	Apartments: walk-up	N	N	N	
11.32	Apartments: elevator	N	N	N	
12	Group quarters	N	N	N	
13	Residential hotels	N	N	N	

14	Manufactured homes parks or courts	N	N	N	
15	Transient lodgings	N	N	N	
16	Other residential	N	N	N	
20	Manufacturing³				
21	Food and kindred products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
22	Textile mill products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
23	Apparel and other finish products; products made from fabrics, leather and similar materials; manufacturing	N	N	N	
24	Lumber and wood products (except furniture); manufacturing	N	Y	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
25	Furniture and fixtures; manufacturing	N	Y	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
26	Paper and allied products; manufacturing	N	Y	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II

Land Use Compatibility and Accident Potential (cont.)					
SLUC M NO.	Land Use	Clear Zone Recommendation¹	APZ I Recommendation¹	APZ II Recommendation¹	DENSITY Recommendation¹
27	Printing, publishing, and allied products; manufacturing	N	Y	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II

28	Chemicals and allied products; manufacturing	N	N	N	
29	Petroleum refining and related industries	N	N	N	
30	Manufacturing³ (cont.)				
31	Rubber and miscellaneous plastic products; manufacturing	N	N	N	
32	Stone, clay and glass products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
33	Primary metal products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
34	Fabricated metal products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
35	Professional, scientific, and controlling instruments, photographic and optical goods; watch & clocks	N	N	N	
39	Miscellaneous manufacturing	N	Y	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
40	Transportation, communications and utilities^{3,4}				
41	Railroad, rapid rail transit and street railway transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
42	Motor vehicle transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
43	Aircraft transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZ I & 0.56 in APZ II
44	Marine craft transportation	N	Y ⁶	Y	Maximum FAR 0.28 in

					APZ 1 & 0.56 in APZ II
45	Highway and street right-of- way	Y ⁵	Y ⁶	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II
46	Automotive parking	N	Y ⁶	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II

Land Use Compatibility and Accident Potential (cont.)					
SLUCM NO.	Land Use	Clear Zone Recommendation ¹	APZ I Recommendation ¹	APZ II Recommendation ¹	DENSITY Recommendation ¹
47	Communication	N	Y ⁶	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II
48	Utilities ⁷	N	Y ⁶	Y ⁶	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II
48.5	Solid waste disposal (landfills, incinerators, etc.)	N	N	N	
49	Other transportation, communication and utilities	N	Y ⁶	Y	See Note 6 below
50	Trade				
51	Wholesale trade	N	Y	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II
52	Retail trade - building materials, hardware and farm equipment	N	Y	Y	See note 8 below

53	Retail trade ⁹ - including shopping centers, discount stores, home improvement stores, electronics superstores, etc.	N	N	Y	Maximum FAR 0.16 in APZ II
54	Retail trade - food	N	N	Y	Maximum FAR 0.24 in APZ II
55	Retail trade - automotive, marine craft, aircraft and accessories	N	Y	Y	Maximum FAR 0.14 in APZ 1 & 0.28 in APZ II
56	Retail trade - apparel and accessories	N	N	Y	Maximum FAR 0.28 in APZ II
57	Retail trade - furniture, home furnishings and equipment	N	N	Y	Maximum FAR 0.28 in APZ II
58	Retail trade - eating and drinking establishments	N	N	N	
59	Other retail trade	N	N	Y	Maximum FAR 0.16 in APZ II
60	Services				
61	Finance, insurance and real estate services	N	N	Y	Maximum FAR 0.22 in APZ II
62	Personal	N	N	Y	Office uses only. Maximum FAR 0.22 in APZ II
Land Use Compatibility and Accident Potential (cont.)					

SLUC M NO.	Land Use	Clear Zone Recommendation ¹	APZ I Recommendation ¹	APZ II Recommendation ¹	DENSITY Recommendation ¹
62.4	Cemeteries	N	Y ¹¹	Y ¹¹	
63	Business services (credit reporting; mail, stenographic, reproduction; advertising)	N	N	Y	Maximum FAR 0.22 in APZ II
63.7	Warehousing and storage services ¹²	N	Y	Y	Maximum FAR 1.0 in APZ I & 2.0 in APZ II
64	Repair services	N	Y	Y	Maximum FAR 0.11 in APZ I & 0.22 in APZ II
65	Professional services	N	N	Y	Maximum FAR 0.22 in APZ II
65.1	Hospitals, nursing homes	N	N	N	
65.1	Other medical facilities	N	N	N	
66	Contract construction services	N	Y	Y	Maximum FAR 0.11 in APZ I & 0.22 in APZ II
67	Government services	N	N	Y	Maximum FAR 0.24 in APZ II
68	Education services	N	N	N	
68.1	Child Care services, child development centers, and nurseries	N	N	N	
69	Miscellaneous	N	N	Y	Maximum FAR 0.22 in APZ II
69.1	Religious activities	N	N	N	
70	Cultural, entertainment and recreational				
71	Cultural activities	N	N	N	

71.2	Nature exhibits	N	Y ¹³	Y ¹³	
72	Public assembly	N	N	N	
72.1	Auditoriums, concert halls	N	N	N	
72.11	Outdoor music shells, amphitheaters	N	N	N	
72.2	Outdoor sports arenas, spectator sports	N	N	N	
73	Amusement - fairgrounds, miniature golf, driving ranges, amusement park, etc.	N	N	Y	

Land Use and Compatibility and Accidental Potential (cont.)					
SLUC M NO.	Land Use	Clear Zone Recommendation ¹	APZ I Recommendation ¹	APZ II Recommendation ¹	DENSITY Recommendation ¹
74	Recreational activities (including golf courses, riding stables, water recreation	N	Y ¹³	Y ¹³	Maximum FAR 0.11 in APZ I & 0.22 in APZ II
75	Resorts and group camps	N	N	N	
76	Parks	N	Y ¹³	Y ¹³	Maximum FAR 0.11 in APZ I & 0.22 in APZ II
79	Other cultural, entertainment and recreation	N	Y ¹¹	Y ¹¹	Maximum FAR 0.11 in APZ I & 0.22 in APZ II
80	Resource production and extraction				
81	Agriculture (except live stock)	Y ⁴	Y ¹⁴	Y ¹⁴	

81.5, 81.7	Livestock farming and breeding	N	Y ¹⁵	Y ¹⁴	
82	Agriculture related activities	N	Y ¹⁴	Y ¹⁵	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II; no activity that produces smoke, glare or involves explosives
83	Forestry activities ¹⁶	N	Y	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II; no activity that produces smoke, glare or involves explosives
84	Fishing activities ¹⁷	N ¹⁷	Y	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II; no activity that produces smoke, glare or involves explosives

SLUC M NO.	Land Use	Clear Zone Recommendation ¹	APZ I Recommendation ¹	APZ II Recommendation ¹	DENSITY Recommendation ¹
85	Mining activities ¹⁸	N	Y ¹⁸	Y ¹⁸	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II; no activity that produces smoke, glare or involves explosives

89	Other resources production or extraction	N	Y	Y	Maximum FAR 0.28 in APZ 1 & 0.56 in APZ II; no activity that produces smoke, glare or involves explosives
90	Other				
91	Undeveloped land	Y	Y	Y	
93	Water area ¹⁹	N ¹⁹	N ¹⁹	N ¹⁹	

5.10.4.1 KEY TO LAND USE COMPATIBILITY ACCIDENT POTENTIAL TABLE

SLUCM - Standard Land Use Coding Manual, U.S. Department of Transportation.

Y (Yes) - Land uses and related structures are normally compatible without restriction.

N (No) - Land uses and related structures are not normally compatible and should be prohibited.

Y^x - Yes with restrictions. The land uses and related structures are generally compatible; however, see notes indicated by the superscript.

N^x - No with exceptions. The land uses and related structures are generally incompatible; however, see notes indicated by the superscript.

FAR - Floor Area Ratio. A floor area ratio is the ratio between the square feet of floor area of the building and the gross site area. It is customarily used to measure non-residential intensities.

Du/Ac - Dwelling Units per Acre. This is customarily used to measure residential densities.

5.10.4.2 NOTES TO LAND USE COMPATIBILITY ACCIDENT POTENTIAL TABLE

1. A "Yes" or a "No" designation for compatible land use is to be used only for general comparison. Within each, uses exist where further evaluation may be needed in each category as to whether it is clearly compatible, normally compatible, or not compatible due to the variation of densities of people and structures. In order to assist air installations and local governments, general suggestions as to FARs are provided as a guide to density in some categories. In general, land use restrictions that limit occupants, including employees, of commercial, service, or industrial buildings or structures to 25 per acre in APZ I and 50 per acre in APZ II are considered to be low density. Outside events should normally be limited to assemblies of not more than 25 people per acre in APZ I, and maximum assemblies of 50 people per acre in APZ II. Recommended FARs are calculated using standard parking generation rates for various land uses, vehicle occupancy rates, and desired density in APZ I and APZ II. For APZ I, the formula is $FAR = 25 \text{ people per acre} / (\text{Average Vehicle Occupancy} \times \text{Average Parking Rate} \times (43560/1000))$. The formula for APZ II is $FAR = 50 / (\text{Average Vehicle Occupancy} \times \text{Average Parking Rate} \times (43560/1000))$.

2. The suggested maximum density for detached single family housing is two Du/Ac. In a planned unit development (PUD) of single family detached units where clustered housing development results in large open areas, this density could possibly be increased slightly provided the amount of surface area covered by structures does not exceed 20 percent of the PUD total area. PUD encourages clustered development that leaves large open areas.

3. Other factors to be considered: Labor intensity, structural coverage, explosive characteristics, air pollution, electronic interference with aircraft, height of structures, and potential glare to pilots.

4. No structures (except airfield lighting and navigational aids necessary for the safe operation of the airfield when there are no other siting options), buildings, or above-ground utility and communications lines should normally be located in Clear Zone areas on or off the air installation. The Clear Zone is subject to the most severe restrictions.

5. Rights-of-way for fenced highways, without sidewalks or bicycle trails, are allowed.

6. No above-ground passenger terminals and no above-ground power transmission or distribution lines. Prohibited power lines include high-voltage transmission lines and distribution lines that provide power to cities, towns, or regional power for unincorporated areas.

7. Development of renewable energy resources, including solar and geothermal facilities and wind turbines, may impact military operations through hazards to flight or electromagnetic interference. Each new development should be analyzed for compatibility issues on a case-by-case basis that considers both the proposal and potentially-affected mission.

8. Within SLUCM Code 52, maximum FARs for lumberyards (SLUCM Code 521) are 0.20 in APZ I and 0.40 in APZ II. For hardware, paint, and farm equipment stores, SLUCM Code 525, the maximum FARs are 0.12 in APZ I and 0.24 in APZ II.

9. A shopping center is an integrated group of commercial establishments that is planned, developed, owned, or managed as a unit. Shopping center types include strip, neighborhood, community, regional, and super-regional facilities anchored by small businesses, a supermarket or drug store, discount retailer, department store, or several department stores, respectively. Included in this category are such uses as big box discount clubs, home improvement superstores, office supply superstores, and electronics superstores. The maximum recommended FAR for SLUCM 53 should be applied to the gross leasable area of the shopping center rather than attempting to use other recommended FARs listed in Table 1 under Retail or Trade.

10. Ancillary uses such as meeting places, auditoriums, etc., are not recommended.

11. No chapels or houses of worship are allowed within APZ I or APZ II.

12. Big box home improvement stores are not included as part of this category.

13. Facilities must be low intensity, and provide no playgrounds, etc. Facilities such as clubs houses, meeting places, auditoriums, large classes, etc., are not recommended.

14. Livestock grazing is a compatible land use, but feedlots and intensive animal husbandry are excluded. Activities that attract concentrations of birds creating a hazard to aircraft operations should be excluded.

15. Feedlots and intensive animal husbandry are included as compatible land uses.

16. Lumber and timber products removed due to establishment, expansion, or maintenance of Clear Zone lands owned in fee will be disposed of in accordance with applicable Department of Defense guidance.

17. Controlled hunting and fishing may be permitted for the purpose of wildlife management.

18. Surface mining operations that could create retention ponds that may attract waterfowl and present bird/wildlife aircraft strike hazards (BASH), or operations that produce dust or light emissions that could affect pilot vision are not compatible.

19. Naturally occurring water features (e.g., rivers, lakes, streams, wetlands) are pre-existing, nonconforming land uses. Naturally occurring water features that attract waterfowl present a potential BASH. Actions to expand naturally occurring water features or construction of new water features should not be encouraged. If construction of new features is necessary for storm water retention, such features should be designed so that they do not attract waterfowl.

10. Amend Section 9.0 Definitions. By rewriting Subsection 9.2 Definitions as it relates to the Definition for Agricultural Use to read as follows:

9.2 DEFINITIONS

Agricultural Use: Property used to raise, harvest or store crops, feed, breed, or manage livestock, or to produce plants, trees, fowl, or animals useful to man. It includes, but is not limited to, property used for grazing, horticulture, forestry, dairying, and mariculture. For the purpose of Section 5.8 (Watershed Protection) agricultural use means the use of waters for stock watering, irrigation and other farm purposes. For the purpose of Section 5.9 and 5.10, agriculture land use is separate from residential land use, does not include forestry or fishing activities, and is divided as follows: agriculture (except livestock), livestock farming and breeding, animal breeding, and agriculture related activities (e.g., agricultural processing, animal husbandry services, and horticultural services).

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

**AN ORDINANCE AMENDING ARTICLE 5 AND ARTICLE 9 RELATIVE TO
NOISE OVERLAY DISTRICT STANDARDS
AND
ADOPTING UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS
FOR THE CITY OF GOLDSBORO, NORTH CAROLINA, AND
ITS EXTRATERRITORIAL JURISDICTION**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the City Hall on Monday, March 18, 2019 at 7:00 p. m.; and

WHEREAS, the purpose of the public hearing was to consider the proposed changes to reflect the recommendations from the 2011 Seymour Johnson AFB Air Installation Compatible Use Zone (AICUZ) report for the City of Goldsboro and its extraterritorial jurisdiction and adoption of the Unified Development text amendment for the City of Goldsboro, North Carolina and its Extraterritorial Jurisdiction; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its planning jurisdiction that the above Sections of the Unified Development Ordinance be amended; and

WHEREAS, the City Council further deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that Unified Development Ordinance amendments for the City of Goldsboro, North Carolina, and its Extraterritorial Jurisdiction be adopted.

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

1. That the following Sections within the City of Goldsboro, North Carolina, Unified Development Ordinance be amended to reflect the recommendations from the 2011 Seymour Johnson Air Installation Compatible Use Zone (AICUZ) as follows:
 - 1) Amending Section 5.2 General Setback, Height and Area Standards by rewriting Subsection 5.2.7 Special Seymour Johnson Air Force Base and Goldsboro-Wayne Municipal Airport Height Regulations and Limitations;

- 2) Amending Section 5.3 General Use District Dimensional Tables/Standards by rewriting Subsection 5.3.5.1 Additional Standards;
- 3) Amending Section 5.4 Table of Permitted Uses by adding to Subsection 5.4.2 Criteria for Approving Unlisted Uses;
- 4) Amending Section 5.4 Table of Permitted Uses by adding a new Subsection 5.4.3 Permitted Uses within the Noise Overlay District or Accident Potential Zone;
- 5) Amending Section 5.9 Noise Overlay District by rewriting Subsections 5.9.1 Purpose and 5.9.2 Establishment;
- 6) Amending Section 5.9 Noise Overlay District by renaming Subsection 5.9.4 from "Permitted Uses" to "Land Use Compatibility and Noise Exposure and add table;
- 7) Amending Section 5.9 Noise Overlay District by adding new Subsections 5.9.4.1 Key to Land Use Compatibility Noise Exposure Table and 5.9.4.1.2 Notes to Land Use Compatibility Noise Exposure Table;

- 8) Amending Section 5.9 Noise Overlay District by rewriting Subsection 5.9.13 Replacement, Expansion and Reconstruction of Nonconforming Structures and Land Uses in the Noise Overlay District;
- 9) Amending Section 5.10 Accident Potential Zone by deleting in its entirety and rewriting and adding Land use Compatibility and Accident Potential Table to include Subsections 5.10.4.1 Key to Land Use Compatibility Accident Potential Table and 5.10.4.2 Notes to Land Use Compatibility Accident Potential Table; and
- 10) Amending Section 9.0 Definitions by rewriting Subsection 9.2 Definitions as it relates to the Definition for Agricultural Use.

2. That this Ordinance shall become effective from and after its adoption on the below indicated date.

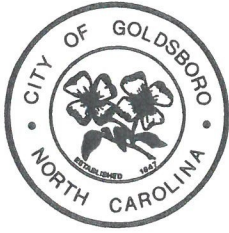
Adopted this 1st day of April, 2019.

Approved as to Form Only:

Reviewed by:


City Attorney


City Manager



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

GOLDSBORO TOASTMASTERS ANNIVERSARY MONTH PROCLAMATION

WHEREAS, the abilities to speak effectively, listen carefully and think critically are among the most valuable talents a person can develop; and

WHEREAS, the development of leadership abilities in men and women is of great value to our democratic society and free enterprise system; and

WHEREAS, Goldsboro Toastmasters, a nonprofit, nonsectarian educational organization, was founded in April 1954, and is dedicated to providing the opportunity for developing these talents; and

WHEREAS, this year, the Goldsboro Toastmasters are celebrating their 65th Anniversary.

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim the month of April as

GOLDSBORO TOASTMASTERS ANNIVERSARY MONTH

in the City of Goldsboro and commend this observance to our citizens.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 1st day of April, 2019.





Chuck Allen, Mayor



February 26, 2019

Mayor Chuck Allen
PO Drawer A
Goldsboro, NC 27530

Dear Mayor,

I would like to thank you for the message you and Julie signed contained in the last page of the DGDC 2019 Work Plan. I know that will be meaningful to the DGDC Board members. We are very excited about the 2019 Work Plan and believe it contains meaningful projects or efforts that will aid the City's work to make transformative changes in our downtown and community.

We would like the opportunity to share the broad strokes of the Plan with the Council at the April 1, 2019 Council Meeting if you are willing to give us approximately seven minutes for a brief presentation during your regular session. I think it might be best if Julie, serving as both the Director of the Downtown Development Department and the Executive Director to the DGDC, is the one to convey the contents with me. I am sure several of our Executive Board members will be in attendance to answer any questions you or your fellow councilmembers may have.

If you find this to be acceptable, please let me know so we can prepare accordingly.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Jernigan".

Andrew Jernigan
President

*It's fine
w/ me -*