



REVISED AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
MARCH 5, 2018



(Please turn off, or mute, all cell phones and pagers 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. TIGER VIII Grant Update (Downtown Goldsboro)
- b. Summer Youth Employment Update (Community Relations)
- c. City Council Retreat Topics-March 21-22, 2018 (City Manager)
 - Council Topics:
 - Environmental Service Salaries
 - Additional Mechanic Positions
 - Summer in the Zone
 - Paramount Theater Operations Cost
 - Gym in District 1
 - Internships
 - Staff Topics:
 - New Positions
 - Boards and Commissions
 - Street Resurfacing Phase II
 - Financial Forecasting
 - Herman Park Center
 - Strategic Plan
 - Downtown Sanitation Services
 - Annual Police Department Report

NEW BUSINESS

- d. John Street-Willowdale Clean Up Discussion (Public Works) **Attachment Included*
- e. Animal Control Discussion (Police Department)
- f. *NC Governor's Crime Commission Body Camera Grant (Police)—Added 3-5-18*

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

Invocation (Pastor Mason Campbell, Fellowship Baptist Church)

Pledge to the Flag

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

- A.1 Minutes of the Work Session and Regular Meeting of January 8, 2018
- A.2 Minutes of the Joint Meeting of January 10, 2018
- A.3 Minutes of the Work Session and Regular Meeting of January 22, 2018

VI. PRESENTATIONS

- B. Parks and Recreation Recognition
- C. Brain Injury Awareness Month Proclamation
- D. Comprehensive Annual Financial Audit Presentation (Dean Horne of Carr, Riggs and Ingram)

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

- Request to Speak-Diana Hammond, World Without Hate

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

- E. Authorization of an Agreement with McKim & Creed Engineering for Professional Services on Equalization Basins #3, #4, & #5 Enhancement Study at the WRF (Public Works-Utilities)
- F. Ordinance Amending Section 97.31 Parks and Recreation Department (Parks and Recreation)
- G. Site and Landscape Plan - Wave of Glory, Inc. (Addition of Day Care) (Planning)
- H. Site and Landscape Plans – Wayne County ABC Store (Planning)
- I. Site and Landscape Plans – E Park, LLC Property (Planning)
- J. Site and Landscape Plan – Addition to Mt. Carmel Church (Planning)

- K. S-5-85 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Revision) (Planning)
- Deferred* L. CU-1-18 SWR Properties, LLC - North side of Patetown Road between Industry Court and North William Street (Planning)
- M. *Fourth Annual Downtown Goldsboro Kilt Fun Run– Temporary Street Closing Request (Police)- Added 3-5-18*

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

X. CITY MANAGER'S REPORT

XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

XII. CLOSED SESSION

XIII. ADJOURN

City of Goldsboro Summer Youth Employment Initiative (SYEI)

1st Report Data - SYEI 2018 (3-5-18)

Background: Dissemination of the City of Goldsboro 2018 Summer Youth Employment Initiative Program launched mid December 2017. The process for recruiting SYEI Applications for youth employment and worksite designation officially opened January 9, 2018 until February 9, 2018. Three Mandatory Information Sessions were held at WCC (January 9th, 11th, and 30th) for the upcoming program year. The number of youth that attended one of the three Mandatory Information Sessions was **130**.

Based on HR Department's NEOGOV database, the number of hits or views of the Summer Youth Employment job posting on the City's Job Opportunities Page from Jan. 9th – Feb. 9th was **961**. Since, December 18th over **80** paper applications have been picked up from the Department. The number of views on the Department's webpage since the mid December 2017 release of SYEI program information until February 9th has been **1,253**. It should be noted that last fiscal cycle during the same timeframe the number of views to the Department's webpage was **506** this is a **40%** increase. The program has received **74** applications (**16** online and **58** paper).

Snapshot 1: SYEI Program

SYEI Program Eligibility Requirements: *Age 14-18 currently enrolled in-school youth; generally, one participate within a household for this program; *Age 16-24 high school dropouts; will receive additional consideration and requirements for potential employed through Wayne Community College's Workforce Innovation and Opportunity Act (WIOA) program; *Live within the Goldsboro city limits; *Attend only one of the three scheduled mandatory orientations at WCC; *Income-Based (i.e., 2 in a household can not exceed \$32,400)

2018 Program Schedule

Track 1 → June 11th - July 20th

Track 2 → July 9th - August 17th

The two Tracks will overlap two weeks between July 9th - July 20th

June						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Excursions

Track 1 - June 20th - Capital Trip

July 18th - Joint Beaufort Trip for Track 1 & 2

Track 2 - Aug. 15th - Capital Trip

Trainings

Track 1 - June 13th; June 27th; July 3rd; & July 11th

Track 2 - July 11th; July 25th; Aug. 1st; & Aug. 8th

Snapshot 2: Eligibility for Youth Applicants

Total Apps Rec'd Eligible for Interview	Total Apps Rec'd Not Eligible for Interview due to Residence	Total Apps Rec'd Not Eligible for Interview due to Over Income	Total Apps Rec'd that did not attend one of three Info. Sessions	Total Apps Rec'd Missing Income Information
30	21	6	5	17

27

Several attempts have been made to obtain missing income info. and will continue unless instructed otherwise.

Snapshot 3: Age & District for Youth Applicant

Age 13	Age 14	Age 15	Age 16	Age 17	Age 18	Age 19+	No Age	Total Apps Rec'd
0	15	20	18	15	6	0	0	74

District 1	District 2	District 3	District 4	District 5	District 6	County	Total Apps Rec'd
5	4	12	11	11	10	21	74

Clean Up of John Street Properties

Talking Points

05 March 2018

- City owned properties along John Street, adjacent to Willowdale Cemetery, have grown up and become unsightly and are subject to illegal dumping of trash. See attached map of area highlighting properties.
- Propose to clean up trash and other man made materials from site and create a more presentable and naturalized stand of vegetation.
- Area "A" (highlighted in Orange) is approximately 4.3 acres and is proposed to be cleaned up of any woody debris, dead or damaged trees, undergrowth, and trash and then establish a turf grass around the remaining trees to be maintained (mowed) by the Cemetery. The portion of these properties along Elm Street are currently maintained by the Cemetery staff.
- Area "B" (highlighted in Blue) is approximately 5 acres and is proposed to be cleaned up of any woody debris, trash, old fence, and two large concrete pads and then stabilized with grass for erosion control until naturalized via planted trees (Tree Type TBD).
- Proposed work is to utilize Public Works Staff and equipment. It is anticipated that an additional piece of equipment, a bulldozer with root rake, will need to be rented.
- Estimated costs associated with the cleanup:

Landfill Tipping Fees	\$20,000
Bull Dozer rental	\$5,000
Erosion Control/ Seed	\$4,000
Trees for Area "B"	\$1,000
Total	\$30,000

- Currently Public Works is able to take concrete debris to the landfill free of charge. If this changes then additional costs will be incurred.
- Recommend that trees are planted in the fall or when appropriate for the species selected.



NC Governor's Crime Commission Body Camera Grant

Although the application process will be open until May 2018, awards are being made on a first-come, first serve basis. The body cameras must also be purchased prior to June 30, 2018. The GCC will not make any payments after that date.

Maximum request is \$100,000. Grant is a 50/50 match.

Intentions are to purchase up to 96 body cameras and related accessories (docking stations, chargers, trigger boxes for vehicles, etc.) as well as a primary and back-up server for storage.

The department previously purchased 35 body cameras in May 2017 through the 2016 JAG Grant. With the current cameras now being used, there are generally, on average, about 5 that are out of service for repairs. These additional cameras will allow the department to outfit all street officers and investigators with a body camera and allow for spares while others are being repaired.

First body cameras were purchased from Digital Ally. Those purchased through this grant, if approved, would be from GETAC.

Total amount requested is \$178,276.42. As part as of the 50/50 match requirement, the City would have to provide \$89,138.21.

The recurring annual fees would be approximately \$13,700.00 for maintenance. As part of the purchase, GETAC will replace all the cameras after two years. Following that, the department would be responsible for camera replacements, as needed.

These are monies from the State Appropriations Committee and are not part of any federal funds. Other grants utilizing federal funds are now on hold, and money is not being disbursed, due to pending litigation with Sanctuary Cities.



City of Goldsboro

H.O. Brawer A
North Carolina
27533-9701

BRAIN INJURY AWARENESS MONTH PROCLAMATION

WHEREAS, traumatic brain injury, which is one form of an acquired brain injury is a serious, national public health epidemic resulting in not only death, but also long-term or permanent disability; and

WHEREAS, acquired brain injury is overlooked, underfunded, and affects thousands of North Carolina citizens each year; and

WHEREAS, a traumatic brain injury is caused by a bump, blow, or jolt to, or penetration of, the head that disrupts the normal function of the brain; and

WHEREAS, more than 201,000 North Carolina citizens are currently living with the long term effects of a brain injury, with brain injury affecting six times more people annually than breast cancer, HIV/AIDS, spinal cord injury, and MS combined; and

WHEREAS, falls are a leading cause of brain-related injuries in North Carolina; they can also be the result of motor vehicle crashes, assaults, sporting related injuries, or occupational related injuries; and

WHEREAS, North Carolina has approximately 112,951 active military personnel and 731,241 veterans residing in the state, and has the third largest military population in the United States; and

WHEREAS, traumatic brain injury has been the signature injury of the wars in Iraq and Afghanistan and treatment is also often complicated by high rates of PTSD and suicide, presenting new challenges for members of the military and their families in the state; and

WHEREAS, sports related brain injuries were the cause for 2.4 million emergency department visits among youth 5-18 years of age, and because the signs of brain injury are not always well recognized, youth may put themselves at risk for another injury and potentially fatal second-impact syndrome; and

WHEREAS, it is estimated that as many as 3.8 million concussions occur in the US per year during competitive sports and recreational activities; however, as many as 50% of concussions may go unreported because a concussion, or mild brain injury does not necessarily result in loss of consciousness and often goes undetected; and

WHEREAS, an injury that happens in an instant can bring a lifetime of physical, cognitive and behavioral challenges; and

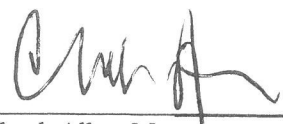
WHEREAS, early, and adequate access to care will greatly increase overall quality of life, and will enable individuals to return to home, school, work and their community; and

WHEREAS, March has been designated as National Brain Injury Awareness Month to promote public awareness on the extent, causes, consequences, treatment and prevention of traumatic brain injury; and

WHEREAS, in partnership, the North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services as state lead agency, the Brain Injury Advisory Council and the Brain Injury Association of North Carolina strive to make prevention and safety measures part of the culture in North Carolina.

NOW THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim March 2018 as BRAIN INJURY AWARENESS MONTH in Goldsboro, North Carolina, and call upon our citizens and interested groups to observe the month with appropriate ceremonies and activities that promote awareness and prevention of brain injuries.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 5th day of March, 2018.



Chuck Allen, Mayor

CITY OF GOLDSBORO
AGENDA MEMORANDUM
March 5, 2018

- SUBJECT:** Authorization of an Agreement with McKim & Creed Engineering for Professional Services on Equalization Basins #3, #4, & #5 Enhancement Study at the WRF.
- BACKGROUND:** WRF Equalization Basin #5 at the near the end of Seymour Johnson Air Force Base's runway is designated as a Clear Zone and Basins #3 and #4 are designated as Accident Potential Zone I. It is the City's intention to drain the water, remove the sludge from EQ Basins #3, #4, & #5, and mitigate the basins, reducing the attraction to waterfowl and enhancing the WRF process. The City would also continue its bird harassment program with USDA Wildlife Services.
- DISCUSSION:** The City of Goldsboro advertised for Requests for Qualifications from engineering firms and received two responsive RFQs on August 2, 2017. Both companies were invited to present on the project on August 30, 2017.
- The City is interested to get an estimated cost to implement the Equalization Basins #3, #4, #5 Enhancement Project. A proposal has been received from McKim & Creed Engineering for these services in an amount not to exceed \$158,000.
- The City allocated \$50,000 in its current FY 17-18 for these services. The additional amount of \$108,000 will need to be appropriated from the unassigned fund balance of the Utility Fund.
- RECOMMENDATION:** It is recommended that Council adopt:
1. The attached resolution authorizing the City Manager to execute a contract with McKim & Creed not to exceed \$158,000 to provide engineering services for the feasibility and cost estimate for the Equalization Basins #3, #4, & #5 Enhancement Study.
 2. The attached budget ordinance allocating the additional \$108,000 from the unassigned fund balance from the Utility Fund for this professional services contract.

Date: _____

Michael Wagner, Deputy Public Works Director-Utilities

Date: 2-28-18



Scott A. Stevens, City Manager



ENGINEERS

SURVEYORS

PLANNERS

February 22, 2018

171526

Mr. Michael Wagner
Deputy Public Works Director – Utilities
200 North Center Street
PO Drawer A
City of Goldsboro, NC 27530

RE: Engineering Services Proposal
Closure Evaluation of WWTP EQ Basins 3, 4, and 5

Dear Mr. Wagner:

McKim & Creed, Inc. is pleased to provide this proposal for Professional Engineering Services to complete a study for closure and/or enhancements to existing EQ Basins #3, #4, and #5 at the City of Goldsboro WWTP. The goal of this project is to provide for control of avian activity in the vicinity of Seymour Johnson Airforce Base. The City of Goldsboro, NC wastewater treatment plant (WWTP) is located in close proximity to and across the Neuse River from Seymour Johnson Airforce Base.

Scope of Work

The proposed study for closure and/or enhancements to existing EQ Basins #3, #4, and #5 includes the following scope of work:

1. McKim & Creed, Inc. will meet with the City staff to further discuss the project and obtain additional comments and input to insure that the goals of the City are fully considered in the evaluation.
2. The City is currently working on sanitary sewer system improvements to mitigate stormwater infiltration/inflow (I&I) in the sanitary sewer system. Historic and current flow data will be evaluated to better quantify I&I. Using this data, the equalization (EQ) storage requirements for the WWTP will be evaluated at current plant operating flow and at the plant design capacity.
3. By taking EQ Basins #3, #4, and #5 offline, the available EQ capacity for the WWTP will be limited to the available capacity in EQ Basins #1 and

1730 Varsity Drive

Suite 500

Raleigh, NC 27606

919 233 8091

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www.mckimcreed.com

- #2. It is our understanding that waste sludge has been discharged to these basins for stabilization; therefore, evaluation of available EQ capacity for the plant could become an important consideration. Control of EQ capacity either by alternative sludge treatment and disposal means or potential EQ basin enhancements including additional EQ basin storage capacity or increased recirculation pump capacity will be evaluated.
4. Existing biosolids handling and management practices and procedures will be evaluated including quantifying current biosolids and projected biosolids requirements at the design capacity of the WWTP. Potential modifications to optimize existing biosolids handling procedures will be investigated and evaluated.
 5. Alternative biosolids handling processes and procedures will be evaluated in an effort to optimize biosolids management at the plant in a cost-effective manner. The following three alternatives will be evaluated:
 - a. Provide dedicated waste sludge holding tanks with sufficient mixing and aeration to meet the oxygen uptake rates with onsite sludge dewatering and transport to a composting facility.
 - b. Construct an aerobic digester system that can provide approximately 50% volatile solids reduction, and sludge thickening or dewatering for transport to offsite disposal.
 - c. Investigate sludge handling and disposal via private contractors such as Synagro, Nuterra, or other approved contractors.
 6. The closure process for permitted EQ Basins #3, #4, and #5 must be in compliance with NCDEQ guidelines which generally includes the following tasks:
 - a. The lagoon closure process includes notification to the permitting authority of intent to close the permitted basins, preparation of a closure plan and submittal to the permitting authority for review and approval. After approval of the closure plan, additional scope items as approved by the City would provide for the implementation of the approved closure plan, and final certification.

- b. Closure considerations include an evaluation of the current type and use of the lagoons, evaluation of closure or repurposing alternatives and the impact on the operation and performance of the WWTP, wastewater and sludge sampling and testing in accordance with NCDEQ guidelines, proposed structural modifications to the basins, and a recommended site reclamation plan.
- c. Wastewater testing includes collection of five (5) composite samples, one for each basin, above the sludge blanket and testing for fecal coliform, ammonia, total nitrogen, total phosphorus, BOD, TSS, and pH.
- d. Sludge sampling and testing includes collection of five (5) composite sludge samples, one for each basin, and testing for pathogen and vector attraction reductions (fecal density), arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, TKN, ammonia nitrogen, phosphorus, sodium, calcium, magnesium, percent total solids, and pH.
- e. Repurposing/closure alternatives for these basins could include filling the basins, demolishing the downstream and separation dikes and re-grading the site to the contiguous property, or restoring the site to the original natural hydric wooded wetland.
- f. Quantify the liquid and sludge volumes in all five basins. McKim & Creed, Inc. will utilize sludge jug sampling to determine the approximate depth of the sludge within each basin. A 300ft x 300 ft grid will be utilized with samples taken at each grid point. The sludge volume will be estimated based on the average sludge depth in the basin.
- g. Evaluate wastewater and sludge disposal alternatives, and prepare a recommended plan for treatment and disposal.

Additional Scope Items

The following scope items may be required depending on alternatives selected by the City and may be added to the scope of work by an amendment to this contract.

1. If the City determines that an increase in storage capacity of EQ Basins #1 and #2 is desirable thus requiring for increased capacity and structural modifications to the existing basin berms than a geotechnical evaluation including the following: embankment borings for soil identification, grain size distribution analysis, and split spoon analysis can be provided to determine the structural capacity of raising the existing berm structure. In addition, subsurface SUE would be required to locate underground utilities along Arrington Bridge Road for potential boring locations.
2. If existing record drawings do not appear to be correct for the height and elevations of the existing basin berms, a conventional topographic survey can be provided to determine actual height and width of the existing basin berms above the basin water level surface in conjunction with the hydrographic survey being provided for the subaqueous surface profile in the scope of work detailed above.
3. If the City elects to evaluate the possibility of restoring the basins as wetlands, M&C can assist with the evaluation and development of the concepts for repurposing existing Basins #3, #4, and #5. Services would also include assistance with navigation through the wetlands regulatory process. Proposed guiding principles and project scope include the following:
 - a. Involve stakeholders in the development and objectives of the wetland restoration project. This would entail meetings with adjacent property owners which we have identified as Wayne County and the United States Government.
 - b. Restoration is proposed to re-establish the ecological integrity of the aquatic ecosystem including the structure, composition and natural processes of its biotic communities and physical environment.
 - c. Restoring the original site physical attributes provides for improved water quality and restoration of the native biota.
 - d. Evaluation of the existing conditions in the surrounding natural wetlands will provide the standards of design for the wetland restoration project.

- e. Develop a preliminary monitoring plan for the restoration project, and a long-term monitoring plan.
- f. Develop a preliminary wetland restoration concept and Engineer's opinion of probable construction cost for the project.
- g. Evaluate the potential economic advantages of banking restored wetlands in a wetlands mitigation banking system. A mitigation bank is a wetland or other aquatic resource area that has been restored, enhanced, or preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources permitted under Section 404 or similar state or local wetland regulation

Compensation

Compensation for the professional engineering services as describe above shall be lump sum fees itemized as follows and subject to terms of the McKim & Creed Engineering Division General Conditions (attached). Services will be billed monthly based on the percent completion of the project.

Fee for Basic Scope

• Items 1-6	\$158,000
Total Fee Amount	\$158,000 Lump Sum

Schedule

McKim & Creed, Inc. proposes to begin the initial phases of the project within two (2) weeks after authorization to proceed. The time to complete the project and submit the Engineers Report is approximately four (4) months.

General Conditions

McKim & Creed Engineering Division General Conditions, 07/2016-1, shall be made a part of this agreement.

Additional Services

The following additional services are excluded from this agreement, but may be included as part of this agreement upon approval and authorization by the City of Goldsboro, NC.

1. Design, bidding and construction related services.
2. Boundary or topographic surveys.
3. Subsurface utility engineering (SUE) services.
4. Construction staking.
5. Expert witness testimony or appearance in courts as a representative of the Client.
6. Permit application fees.
7. Providing for monitoring wells for groundwater sampling.

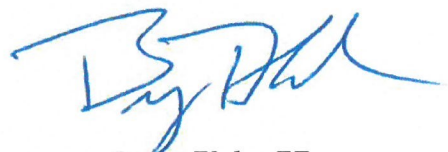
McKim & Creed, Inc. appreciates the opportunity to provide professional engineering services for the City of Goldsboro, NC in connection with this project. Please review this proposal and if you find the proposal in order and acceptable, please execute and return one original. If you have any suggested changes or revisions to the proposal, please let us know. Please feel free to call if you have any questions or need additional information.

Sincerely,

McKim & Creed, Inc.



Chuck Riley, Jr. PE
Senior Project Engineer



Bryan Blake, PE
Vice President

Enclosures: McKim & Creed Engineering Division General Conditions 07/2016-1

Mr. Wagner
February 22, 2017
Page 7 of 7

Accepted by City of Goldsboro, NC

Name: _____

Title: _____

Date: _____

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents,

sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineer's estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client releases and shall indemnify and hold the Engineer harmless from all claims,

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Liability. The Engineer is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Engineer's fee for this project, whichever is greater. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Engineer's fee for this project is a specifically bargained-for provision of this agreement, reflected in Engineer's fee. The Engineer shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of or related to construction staking shall be limited to \$_____, which amount shall be less than \$50,000, or the amount of the Engineer's fee for this project, whichever is

greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Engineer's fee.

Client initials

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to the defense of such litigation by the Engineer's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

McKim & Creed, Inc.
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Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Engineer to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other

entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the

McKim & Creed, Inc.
Engineering Division
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same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Engineer from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as

hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Engineer to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Engineer.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

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Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreement with the Engineer to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the

location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

Water Market 2018 Schedule of Hourly Rates

Employee Classification (Rate/Hour)

Engineering

Principal	\$290.00
Engineering Manager	\$254.00
Project Manager III	\$216.00
Project Manager II	\$195.00
Project Manager I	\$182.00
Technical Specialist	\$265.00
Project Engineer IV	\$211.00
Project Engineer III	\$195.00
Project Engineer II	\$157.00
Project Engineer I	\$142.00
Engineer Intern	\$130.00
Land Planner/Landscape Architect	\$129.00
Designer IV	\$152.00
Designer III	\$133.00
Designer II	\$123.00
Designer I	\$96.00
Sr. CAD Technician	\$86.00
CAD Technician	\$72.00
Sr. Project Administrator	\$100.00
Project Administrator	\$86.00
Administrative Assistant	\$70.00

Construction

Construction Administrator III	\$152.00
Construction Administrator II	\$142.00
Construction Administrator I	\$120.00
Project Representative III	\$142.00
Project Representative II	\$120.00
Project Representative I	\$99.00

Field Services

Field Technician I	\$83.00
Field Technician II	\$111.00
Field Services Manager	\$133.00

Employee Classification (Rate/Hour)

Surveying

Sr. Surveyor/Project Manager III	\$225.00
Sr. Surveyor/Project Manager II	\$204.00
Sr. Surveyor/Project Manager I	\$165.00
Project Surveyor	\$129.00
Sr. Survey CAD Technician	\$105.00
Survey CAD Technician	\$89.00
Survey Technician	\$81.00
Survey Field Supervisor	\$100.00
Project Coordinator	\$115.00
Field Survey Party 1 Person Crew	\$105.00
Field Survey Party 2 Person Crew	\$144.00
Field Survey Party 3 Person Crew	\$204.00
GPS Mapping 1 Person Crew	\$110.00
GPS Mapping 2 Person Crew	\$149.00
RTK/VRS GPS 1 Person Crew	\$115.00
RTK/VRS GPS 2 Person Crew	\$155.00

Subsurface Utility Engineering

Utility Engineering Sr. Project Manager	\$211.00
Utility Engineering Project Manager	\$177.00
Utility Engineering Technician I	\$75.00
Utility Engineering Technician II	\$88.00
Utility Engineering Analyst	\$100.00
Utility Engineering Specialist	\$133.00
Utility Engineering Party (2 Person Crew)	\$171.00

Geospatial Information Systems

GIS Specialist	\$115.00
GIS Technician II	\$93.00
GIS Technician I	\$75.00
LiDAR Field Technician	\$88.00
LiDAR Technician I	\$80.00
LiDAR Technician II	\$107.00
LiDAR Technician III	\$127.00
Photogrammetric Technician	\$103.00
Photogrammetrist	\$150.00

Hydrographic Surveying

Hydrographic Specialist I	\$95.00
Hydrographic Specialist II	\$105.00

Water Market 2018 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

RESOLUTION NO. 2018- 6

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF
A CONTRACT WITH McKIM & CREED
FOR PROFESSIONAL SERVICES ON THE
EQUALIZATION BASINS #3, #4, & #5 ENHANCEMENT STUDY

WHEREAS, the City of Goldsboro in conjunction with the USDA Wildlife Services has a waterfowl reduction program in conjunction with the USDA Wildlife Services at the WRF to minimize the risk of bird strikes with aircraft; and

WHEREAS, Seymour Johnson Air Force Base has designated WRF Equalization Basin #5 as a clear zone and Basins #3 and #4 as Accident Potential Zone I; and

WHEREAS, the City has received a proposal for \$158,000 from McKim & Creed Engineering to develop a plan and probable costs to implement operational enhancements to the equalization system which will allow Equalization Basin #3, #4, and #5 to be dewatered and mitigated; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro and Seymour Johnson Air Force Base to authorize a contract for engineering services to McKim & Creed in an amount not to exceed \$158,000.

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

1. The City Manager is hereby authorized and directed to execute a contract with McKim & Creed in an amount not to exceed \$158,000 for engineering services relating to the Equalization Basins #3, #4, & #5 Enhancement Study.
2. This resolution shall be in full force and effect from and after this 5th day of March, 2018.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

ORDINANCE NO. 2018-9

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR

WHEREAS, the City of Goldsboro requested proposals for professional services to complete a study for closure/enhancements to existing EQ Basins #3, #4, and #5 at the Water Reclamation Facility; and

WHEREAS, the City has recommended McKim and Creed Engineering for these services for an amount not to exceed \$158,000; and

WHEREAS, the City has allocated \$50,000 in its current FY 17-18 budget for these services; and

WHEREAS, since the additional funding needed for these services were not appropriated in the operating budget for FY 2017-18, the City of Goldsboro needs to appropriate the additional funding in the amount of \$108,000 from 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 2017-2018 be amended by:

1. Decreasing the Unassigned Fund Balance of the Utility Fund in the amount of \$108,000.
2. Increasing the expenditure line item entitled "Consultant Fees" (61-4177-1991) in the Water Reclamation Facility's Budget in the amount of \$108,000.
3. This Ordinance shall be in full force and effect from and after the 5th day of March 2018.

Approved as to form only:


City Attorney

Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 5, 2018

SUBJECT: Ordinance Amending Section 97.31 Parks and Recreation Department

BACKGROUND: The Parks and Recreation Department has been the managing department of the Goldsboro Municipal Golf Course since its renovation in 1999. Ordinance language from 1970 refers to the management of the golf course not being the responsibility of the Parks and Recreation Department. In 1970, the golf course was operated by an individual through a management agreement and thus not a division of a city department.

DISCUSSION: Based on the above information, staff feels it is necessary to update the language of the City Ordinance to delete the section that takes the management of the Goldsboro Municipal Golf Course from the Parks and Recreation Department.

RECOMMENDATION: It is recommended that Council, by motion accept the staff's recommendation and adopt the amendment deleting the "Powers vested in the Department" Section D of 97.31 that refers to powers provided to the Parks and Recreation Department, other than the municipal golf course.

Date: _____

Parks and Recreation Director

Date: 2-28-18



City Manager

ORDINANCE NO. 2018-__

AN ORDINANCE AMENDING CHAPTER 97 ENTITLED “PARKS AND RECREATION” SECTION 97.31 PARKS AND RECREATION DEPARTMENT OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to the Parks and Recreation Department; and

WHEREAS, Section 97.31 Parks and Recreation Department currently describes the powers that are vested in the department; and

WHEREAS, staff would recommend Council remove the following verbiage, which excludes municipal golf course.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Section 97.31 Parks and Recreation Department of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 97.31 PARKS AND RECREATION DEPARTMENT

- (D) *Powers vested in the Department.* Such powers as are now provided by statutes of the state or by ordinance of the city relating to the development and operation of recreation systems, play areas and athletic fields ~~other than the municipal golf course~~ are hereby vested in the Parks and Recreation Department, to be exercised by it subject to any and all restrictions therein contained.

This Ordinance shall be in full force and effect from and after the 5th day of March, 2018.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

ORDINANCE NO. 2018- 10

AN ORDINANCE AMENDING CHAPTER 97 ENTITLED "PARKS AND RECREATION" SECTION 97.31 PARKS AND RECREATION DEPARTMENT OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to the Parks and Recreation Department; and

WHEREAS, Section 97.31 Parks and Recreation Department currently describes the powers that are vested in the department; and

WHEREAS, staff would recommend Council remove the following verbiage, which excludes municipal golf course.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Section 97.31 Parks and Recreation Department of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

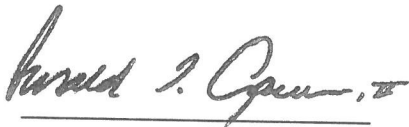
§ 97.31 PARKS AND RECREATION DEPARTMENT

- (D) *Powers vested in the Department.* Such powers as are now provided by statutes of the state or by ordinance of the city relating to the development and operation of recreation systems, play areas and athletic fields ~~other than the municipal golf course~~ are hereby vested in the Parks and Recreation Department, to be exercised by it subject to any and all restrictions therein contained.

This Ordinance shall be in full force and effect from and after the 5th day of March, 2018.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and landscape Plan - Wave of Glory, Inc. (Addition of Day Care)

BACKGROUND: The property is located on the west side of McDaniel Avenue Carver Boulevard and US Highway 117 South.

Applicant proposes to locate a metal commercial building in the side yard of an existing lot currently occupied by Wave of Glory Church for the purpose of operating a child daycare center.

Frontage: 350 ft.
Depth: 350 ft. (Average)
Area: Approx. 4.091 acres
Zoning: Office and Institutional-1

DISCUSSION: The submitted site plan indicates the placement of a (55 ft. x 50 ft.) 2,750 sq. ft. metal building to be constructed in the side yard of the existing church. The building will serve as a daycare center for approximately 50 children.

The City's Code allows no more than 50% of the exterior building materials to be smooth face concrete or prefabricated steel panels. Staff is working with the applicant to insure compliance with this regulation.

Hours of operation: 6:00 a. m. – 6:00 p. m.
(Monday-Friday)

Adding the building is considered an expansion to the existing site. Since the expansion is greater than 50% of the gross floor area of the existing church (4,493 sq. ft.), the City's Unified Development Code will require that the entire site meet current development regulations.

An existing paved parking lot which contains 40 spaces will serve both the church and the proposed day care operation. Based on UDO regulations, a total of nine parking spaces are required for the day care along with an area for loading and unloading capable of stacking four vehicles. Circulation through the parking area will allow for stacking more than four vehicles. Customers will access the new day care building through 5 ft. wide concrete pedestrian sidewalks leading from the church.

Two existing curb cuts provide paved ingress and egress to the parking lot.

A 3,750 sq. ft. fenced play area is proposed adjacent to the day care building. This will meet the City's requirement of 75 sq. ft. per child.

The submitted landscape plan shows a total of 14 Autumn Fantasy Maples to serve as street trees along both U.S. Highway 117 to the rear and McDaniel Avenue.

A 5 ft. wide landscape buffer yard exists along the southern property line. An existing wooded area exists along the northern property line.

Since the impervious surface ratio is less than .20, no interior parking lot landscaping is required.

A dry detention pond is shown between the daycare building and McDaniel Avenue. The pond will be appropriately screened by evergreen shrubs.

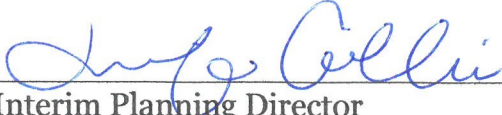
The site is located within a Special Flood Hazard Area known as the 100-year floodplain and will be subject to the City's floodplain regulations.

Drainage plans and stormwater calculations will be required and subject to City Engineering approval before a building permit can be issued.

The Planning Commission, at their meeting on February 26, 2018, recommended approval of the development plans subject to approval of stormwater calculations and drainage plans.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans as submitted subject to approval of stormwater calculations and drainage plans by the City's Engineering Department.

Date: 02/27/18


Interim Planning Director

Date: 2-28-18


City Manager

ssj

SITE PLAN
915 McDaniel Avenue
Wave of Glory, Inc - Daycare Center



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and Landscape Plans – Wayne County ABC Store

BACKGROUND: The property is located on the east side of Wayne Memorial Drive between Best Avenue and Tommy's Road. Site is immediately adjacent to the rear of the Wal-Mart Neighborhood Market.

Frontage: 176 ft.

Depth: 420 ft. (average)

Area: 1.8 Acres (approx..)

Zoning: Shopping Center

Zoning for the property was changed from Office and Institutional-1 to Shopping Center on February 6, 2012. The property was annexed on December 31, 2015.

DISCUSSION: The submitted site plan indicates a 5,000 sq. ft. building and a parking lot containing 33 parking spaces (includes 2 handicapped spaces). A total of 25 spaces are required based on one space per 200 sq. ft. of gross floor area. Interior walkways leading from the parking area to the building have been shown.

One curb cut will provide access from Wayne Memorial Drive. During site plan approval for the adjacent Wal-Mart, an additional private drive extended to the property line and will be utilized for internal access between the two sites.

NCDOT is currently reviewing the plans to determine whether any street improvements along Wayne Memorial Drive will be necessary.

A loading dock and ramp is shown at the rear of the property along with a screened dumpster corral. An extended driveway at the rear will provide space for trucks to maneuver between those two areas.

The submitted landscape plan shows the installation of four Pin Oaks to serve as street trees. Additional Pin Oaks will be installed along with a variety of large and small shrubs within parking lot end aisles. Shrubs will include Wax Myrtles, Yaupon Hollies and Indian Hawthorns.

A Type C (20 ft. wide) buffer is shown to screen the parking area along that portion of the property line which abuts residentially-zoned property to the south. A portion of this property line follows a Blue Line Ditch which requires a 50 ft. setback for any construction and a 30 ft. setback for the planted buffer.

Where the property abuts O&I-1 or Shopping Center zoning, a Type A (10 ft. wide) buffer is shown.

The developer will be required to pay a fee in lieu of sidewalk installation in the amount of \$2,235.

Stormwater calculations have been submitted to the City's Engineering Department. A wet detention pond is shown at the rear of the site which will be screened appropriately. No building permits will be issued until the stormwater calculations have been approved.

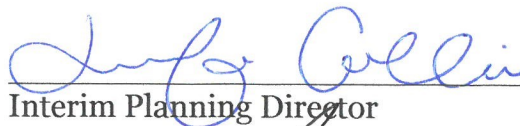
A lighting plan has not been submitted although there is a note included on the site plan indicating that all outdoor lighting will be faced downward away from residential properties. Staff will require the submission and in-house approval of a detailed lighting plan.

The submitted elevation plans shows a masonry, stone and brick veneer exterior with metal awnings over windows and a metal seam roof.

The Planning Commission, at their meeting held on February 26, 2018, recommended approval of the site, landscape and building elevation plans subject to approval of stormwater calculations.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans for the ABC Store site subject to approval of stormwater calculations.

Date: 02/27/18


Interim Planning Director

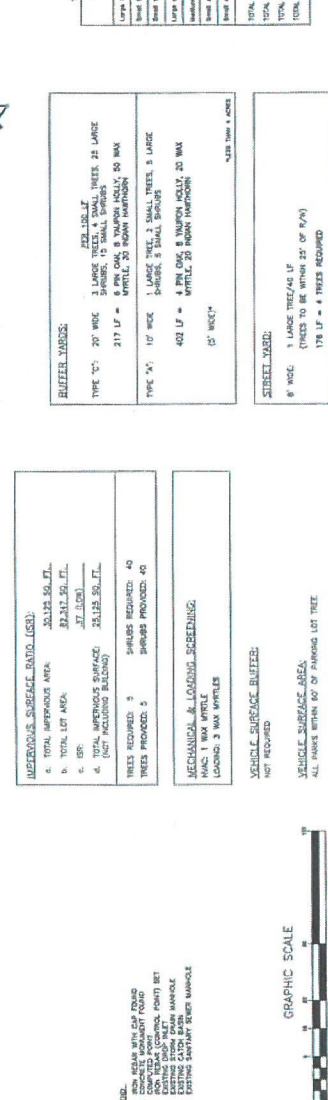
Date: 2-28-18


City Manager

ssj

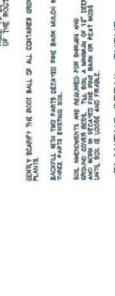
SITE PLAN
WAYNE COUNTY ABC BOARD





The diagram illustrates the internal anatomy of a tree trunk. Key features include:

- SALICER BROW**: A horizontal line across the top of the trunk.
- ANNUAL UNIT OF GROWTH**: The distance between two consecutive growth rings.
- HEART BALL**: The central part of the trunk where the heartwood is located.
- TUPRED THICKENED FLESH HOLE**: A hole in the bark caused by a woodpecker.
- WHL**: A vertical line indicating the width of the trunk.
- HOLE TO BE TWICE THE DIAMETER OF HEART BALL**: A note indicating the size of a hole relative to the heartwood.
- TO BE TWICE THE DIAMETER OF HEART BALL**: Another note indicating the size of a hole relative to the heartwood.
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[illegible][illegible]

BUFFER YARDS: TYPE "C": 20' WIDE 217 LF = TYPE "X": 10' WIDE 403 LF = (5' WIDE)*	1/2" DIA. LF 3 LARGE TREES/ 3 SMALL TREES, 21 LARGE SHRUBS, 15 SMALL SHRUBS 1/2" DIA. LF 1 LARGE TREE, 3 SMALL TREES, 1 LARGE SHRUB, 15 SMALL SHRUBS 1/2" DIA. LF 1 LARGE TREE, 3 SMALL TREES, 1 LARGE SHRUB, 15 SMALL SHRUBS 1/2" DIA. LF 1 LARGE TREE/ 4 LF (MAINT. TO BE WITHIN 25' OF LF) 178 LF = 4 TREES REQUIRED
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<u>MECHANICAL SCREENING RATIO (MS)</u>	
a. TOTAL APPROVED AREA	55,112 SQ. FT.
b. TOTAL LOT AREA	2,312 SQ. FT.
c. (8c)	27 (10%)
d. TOTAL APPROVED SURFACE (NOT INCLUDING BALCONY)	55,112 SQ. FT.

<u>VEHICLE SURFACE AREA:</u>	
NOT REQUIRED	

<u>MECHANICAL & LOADING SCREENING</u>	
HARD 1 WAY WALK	
LOADING 3 WAY WALKS	

<u>VEHICLE SURFACE AREA:</u>	
NOT REQUIRED	

<u>VEHICLE SURFACE AREA:</u>	
ALL PARKS WITHIN 60' OF PARKING LOT FREE	

10.  METRIC MET. CAT. FOUND
CONCRETE MOUNTAIN FOUND
DOOR HIDEA (CONCRETE) POINT BET
DOOR HIDEA (CONCRETE) POINT BET
EXTENDING STORM DRAIN MANHOLE
EXTENDING STORM DRAIN MANHOLE
EXTENDING SANITARY SEWER MANHOLE

	BARTLETT ENGINEERING & SURVEYING, PC 1608 NASH STREET NORTH WILSON, N.C. 27803-1728 License No. C-1551 www.bartlett-usa.com		LANDSCAPE PLAN		WAYNE COUNTY ABC STORE - 3370 WAYNE MEMORIAL DRIVE -		PROJECT: 15-251 CLIENT: WAYNE COUNTY LOCATION: 3370 MEMORIAL DR. WILSON, NC 27803 SCALE: 1"=30' DATE: JANUARY 2015 DRAWN BY: J.D. #0 CHECKED BY: J.D. #0 SCALE: 1"=30' DATE: JANUARY 2015		CITY OF GOLDSBORO NORTH CAROLINA ZONE: SC PIN # 3810670018 SHEET LPI
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New Retail Facility for:

Wayne County ABC

3370 Wayne Memorial Drive
Goldsboro, NC



VICINITY



SHEET INDEX

COVER	
CS-1	ENCLOSING INDEX SHEET
CS-2	CODE SUMMARY
CIVIL	
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James Miller & Assoc. P.A.
404 Becker Drive
Roanoke Rapids, NC 27870
Tel: 252.203.1607
Fax: 252.533.0612

Wayne County ABC Board
909 Landmark Drive
Goldsboro, NC 27534-7402

Owner

COVER SHEET

Wayne County ABC
3370 Wayne Memorial Drive
Goldsboro, NC 27534-7402
Pin# 3910670018

Project
Title Sheet

Drawn by: M. Morgan
Issue Date: 1-29-2015
Project Number: 17-501
Sheet Number: 17-501

CS-1

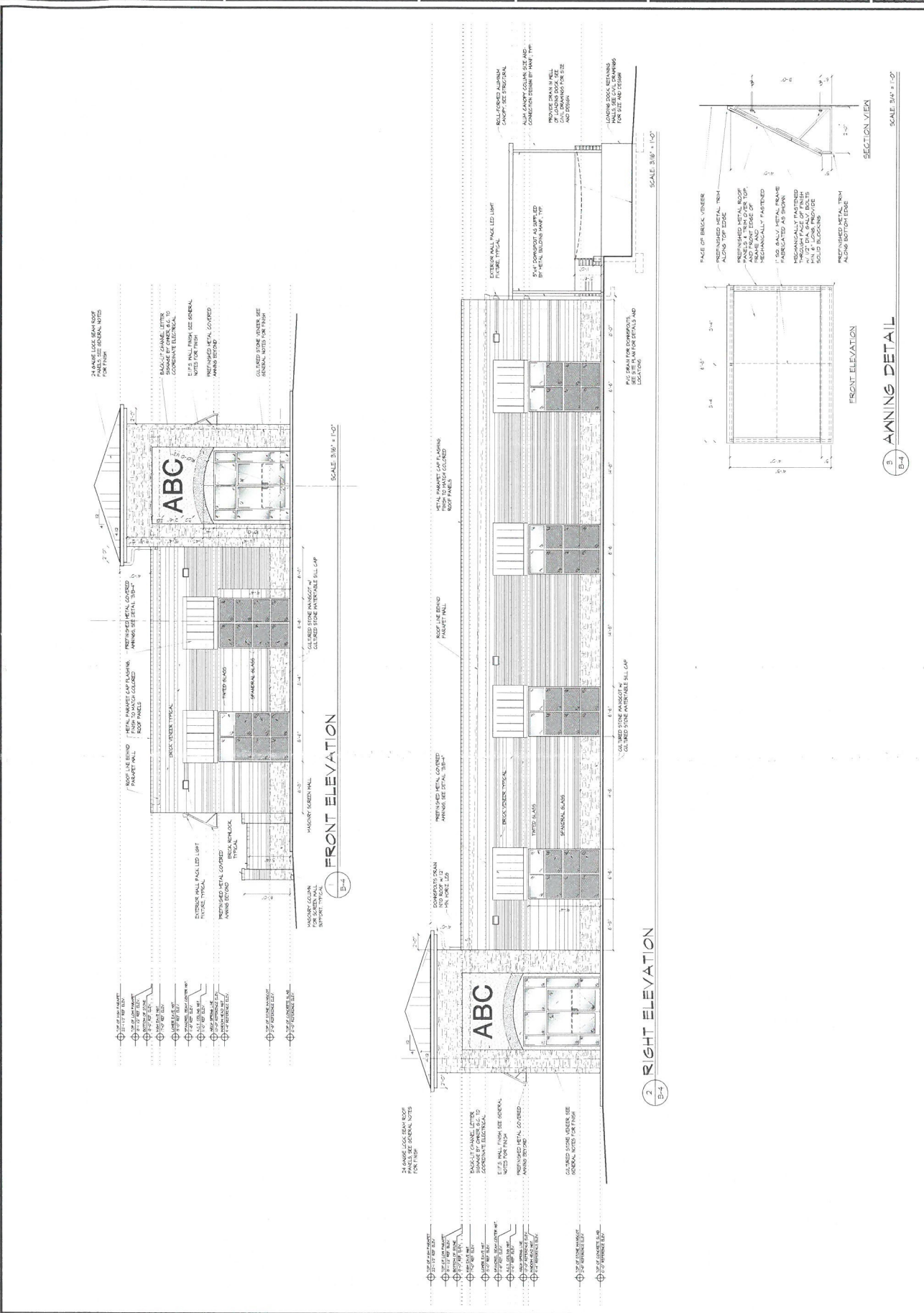
James Miller & Assoc. P.A.
404 Becker Drive
Roanoke Rapids, NC 27870
Tel: 252.203.1607
Fax: 252.533.0612

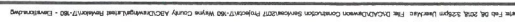
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V.G. ENGINEERING GROUP, P.C.
1505 MARVELLE AVE. ROCKY MOUNT, NC 27860
PHONE: (252) 88-5964

DAWSON
CONSTRUCTION
SERVICES, INC.
Planning • Management • General Construction
752-289-6304 • Wilson, NC





CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and Landscape Plans – E Park, LLC Property

BACKGROUND: The property is located on the south side of Graves Drive between Berkeley Boulevard and Malloy Street.

On March 6, 2017, Council approved a zoning change for the property from Shopping Center to General Business Conditional District. At that time, no use was proposed and development plan approval was required before occupying the site. The property was previously occupied by Century Uniforms.

The property contains an existing 4,750 sq. ft. masonry block and metal commercial building formerly occupied by Century Uniforms.

Frontage: 100 ft.

Depth: 200 ft.

Area: 20,000 sq. ft., or 0.46 acres

DISCUSSION: The property owner is working with a tenant who wishes to occupy the site. The tenant is a catering company that proposes utilizing the front portion of the building as a display area and the rear as the “commissary” associated with the business.

No changes to the existing site are proposed.

The site plan indicates a 4,750 sq. ft. masonry block and metal commercial building and a total of 18 parking spaces. Based on the use, only 14 spaces are required.

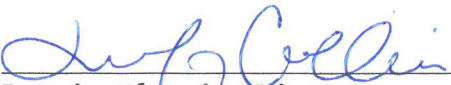
Street trees and buffers are existing on the site, however, a Type A (5 ft. wide) buffer will be required along the western property line.

A 20 ft. wide asphalt driveway provides access to the site from Graves Drive. Interconnectivity is existing to the east.

At their meeting held on February 26, 2018, the Planning Commission recommended approval of the site and landscape plans subject to the addition of a 5 ft. wide buffer along the western property line.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans subject to the 5 ft. wide landscape buffer being installed along the western property line.

Date: 02/27/18


Interim Planning Director

Date: 2-28-18

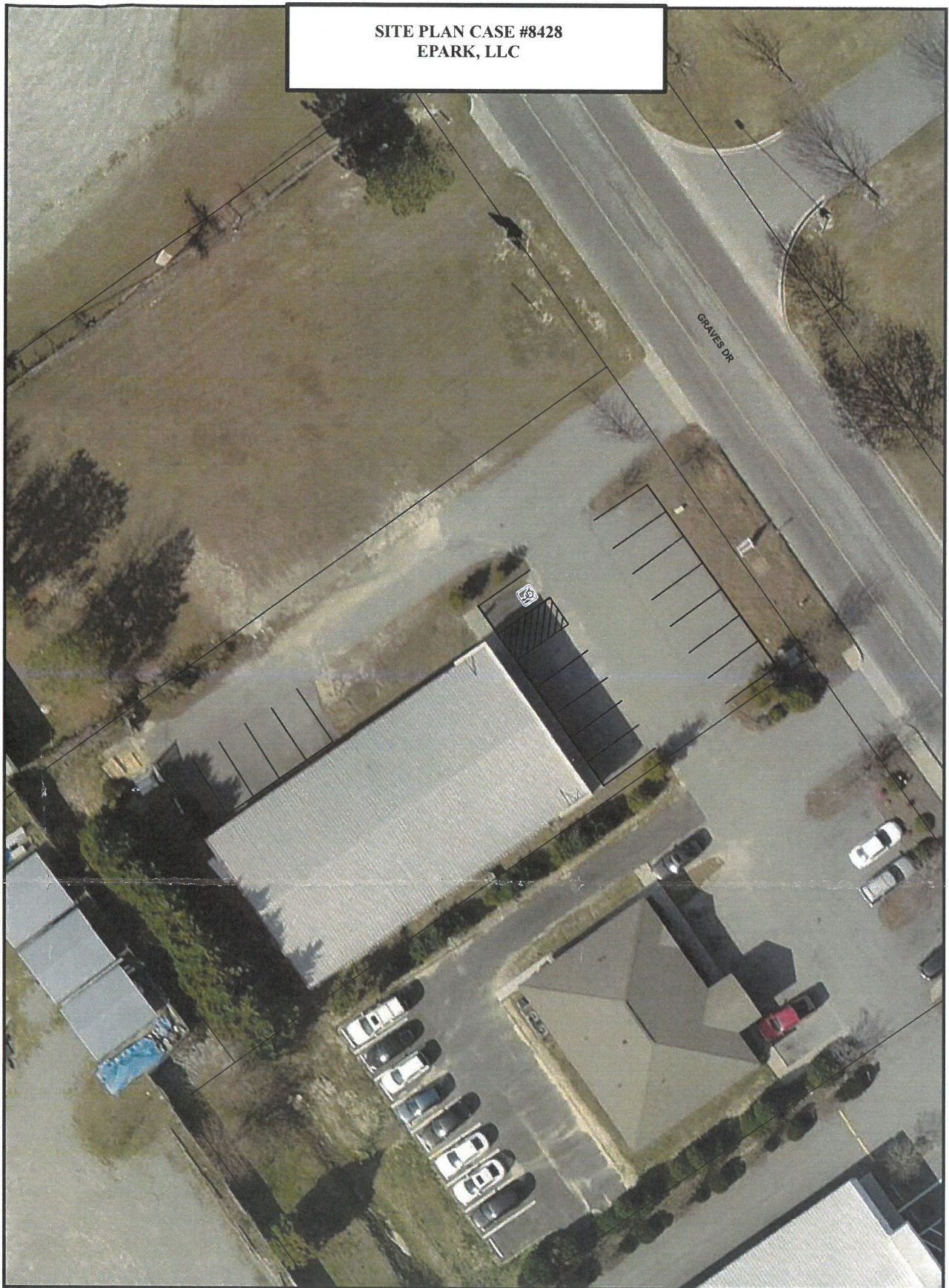

City Manager

ssj

SITE PLAN
EPARK, LLC
CATERING



SITE PLAN CASE #8428
EPARK, LLC



SITE PLAN

EPARK, LLC

GOLDSBORO
BE MORE DO MORE SEYMOUR

25 12.5 0 25 Feet



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Site and landscape Plan – Addition to Mt. Carmel Church

The property is located on the west side of N. John Street between Basil Street and Greenleaf Street.

BACKGROUND: Applicant proposes to locate a modular approved commercial building in the rear yard of an existing lot currently occupied by a church.

Frontage: 140 ft.

Depth: 178 ft.

Area: 65,340 sq. ft. or 1.5 acres

Zoning: Office and Institutional-1

DISCUSSION: The submitted site plan indicates the placement of a 39 ft. by 70 ft. (2,730 sq. ft.) modular building behind an existing church containing approximately 3,770 sq. ft. The modular unit will serve as offices and classrooms by staff and members of the church.

The proposed modular building is considered an expansion to the existing site. Since the expansion is greater than 50% of the gross floor area of the existing church, the City's Unified Development Code will require that the entire site meet current development regulations.

The existing church was constructed prior to adoption of City ordinances pertaining to setbacks. As a result, a modification of the front yard setback from 25 ft. to 15 ft. for the existing church structure will be required.

The submitted site plan shows the proposed modular unit located approximately 20 ft. from the rear property line. A modification of the rear setback from 25 ft. to 20 ft. will be required.

A total of 67 parking spaces are required for the church. There are 13 unpaved parking spaces on the church lot and space for more than 60 spaces available on property owned

by the church across Greenleaf Street. Both lots are accessible through graveled driveways.

Since the City's Unified Development Code requires paved and striped vehicular surface areas, the applicant has requested a modification for a period of two years.

The submitted site plan shows a total of 10 street trees to be installed along North John and Greenleaf Streets.

Modifications of buffer yards along the northern, southern and western property lines have been requested. There is a slatted fence located along the southern property line, adjacent to the iron and metal recycling business and the applicant wishes to install a 5 ft. wide buffer along the northern property line as the adjacent property is vacant.

A modification of the vehicular surface area and vehicular surface buffers has been requested until the parking lots are paved. Drainage plans and stormwater calculations will be required at time of paving.

The applicant requests the following modifications.

1. Modification of church front setback requirement from 25 ft. to 15 ft.
2. Modification of the modular unit's rear setback requirement from 25 ft. to 20 ft.
3. Modification of the parking lot paving and striping requirement for a period of two years.
4. Modification of landscape buffers, parking lot vehicular surface area and vehicular surface buffer.

The Planning Commission, at their meeting held on February 26, 2018, recommended approval of the site and landscape plan with the requested modifications.

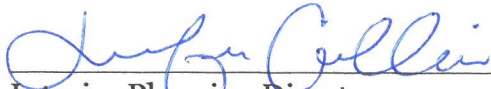
RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans for the addition of a modular unit at Mt. Carmel Church with the following modifications.

1. Modification of front setback requirement for the existing church building from 25 ft. to 15 ft.

2. Modification of the modular unit's rear setback requirement from 25 ft. to 20 ft.
3. Modification of the parking lot paving and striping requirement for a period of two years.
4. Modification of landscape buffers, parking lot vehicular surface area and vehicular surface buffer.

Date: 02/27/18


Interim Planning Director

Date: 2-28-18

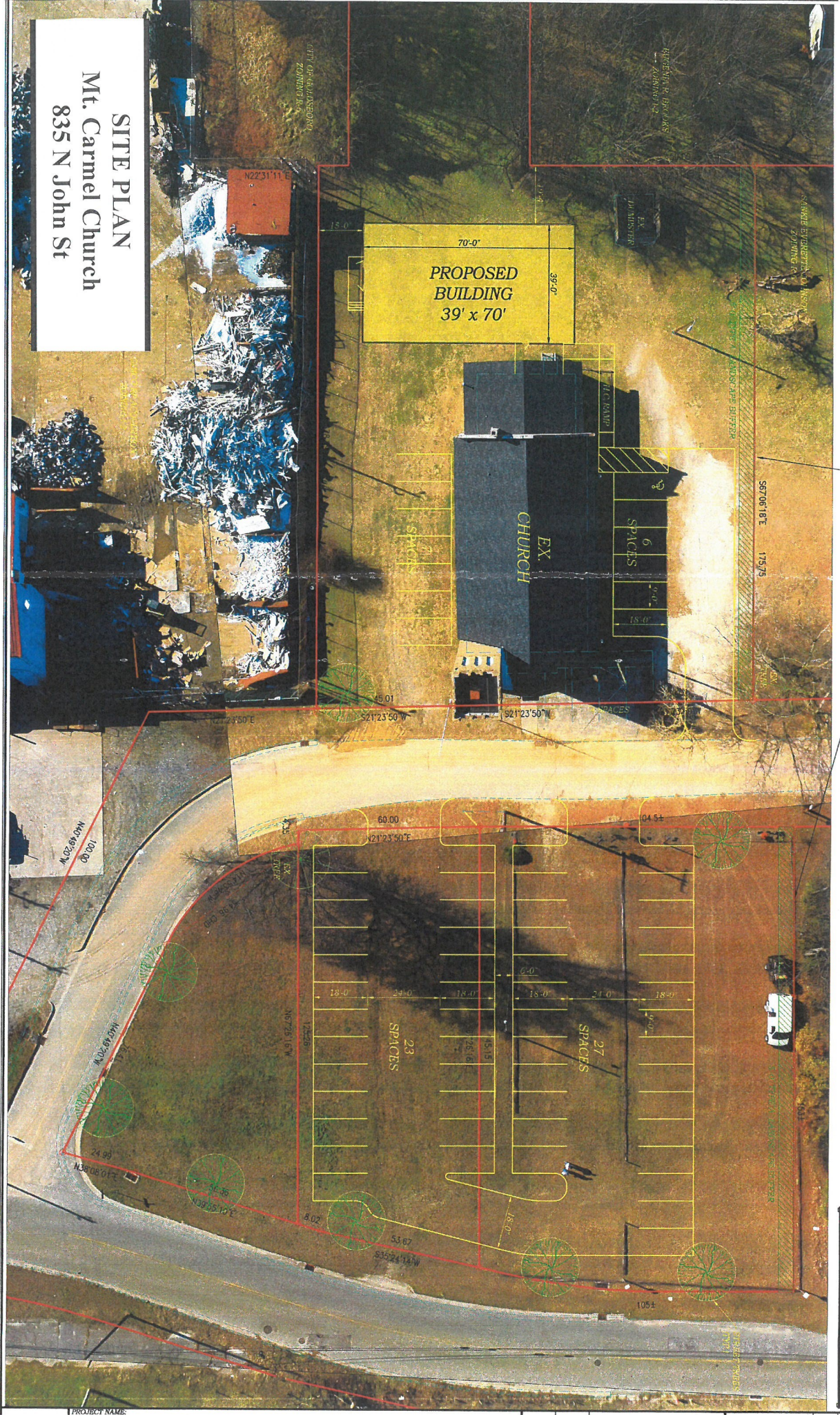

City Manager

ssj

SITE PLAN
Mt. Carmel Church
835 N John St



SITE PLAN
Mt. Carmel Church
835 N John St



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: S-5-85 Wayne Dental Center (Amendment of Preliminary Subdivision Plat and Site Plan Revision)

BACKGROUND: The property is located on the southeast corner of Wayne Memorial Drive and Lockhaven Drive.

On February 20, 1989, Wayne Dental Center converted the existing medical office complex into a condominium office development (PUD) where each individual unit was sold for use as offices.

In 2006, Council approved a revision to the preliminary subdivision plat and site plan to include a 727 sq. ft. office addition within Lot no. 4. This addition was never done.

DISCUSSION: The applicant now proposes to relocate a staircase from inside the building to the rear of the building on Lot No. 7 of the Dental Office Complex. No additional doctors will be added as a result of the proposed addition, therefore, no additional parking is required or shown.

A minimum lot size requirement of 5 acres is established for all Planned Unit Developments. Wayne Dental Center has a total lot area of 2.28 acres. A modification of that requirement was previously issued.

A modification of the minimum open space requirement from 2 acres to .467 acres will be necessary.

Hours of operation are from 8:00 a. m. to 5:00 p. m. Monday through Thursday and from 8:00 a. m. to 12:00 noon on Friday.

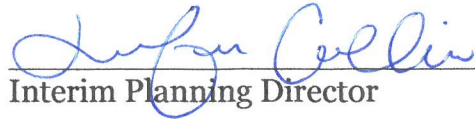
No changes to existing landscaping are proposed.

Sidewalks are not required since the expansion does not exceed 50% of the total building value.

The Planning Commission, at their meeting on February 26, 2018 recommended approval of the revised subdivision plat and site plan.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the preliminary subdivision plat and site plan revision as submitted.

Date: 02/27/18


Interim Planning Director

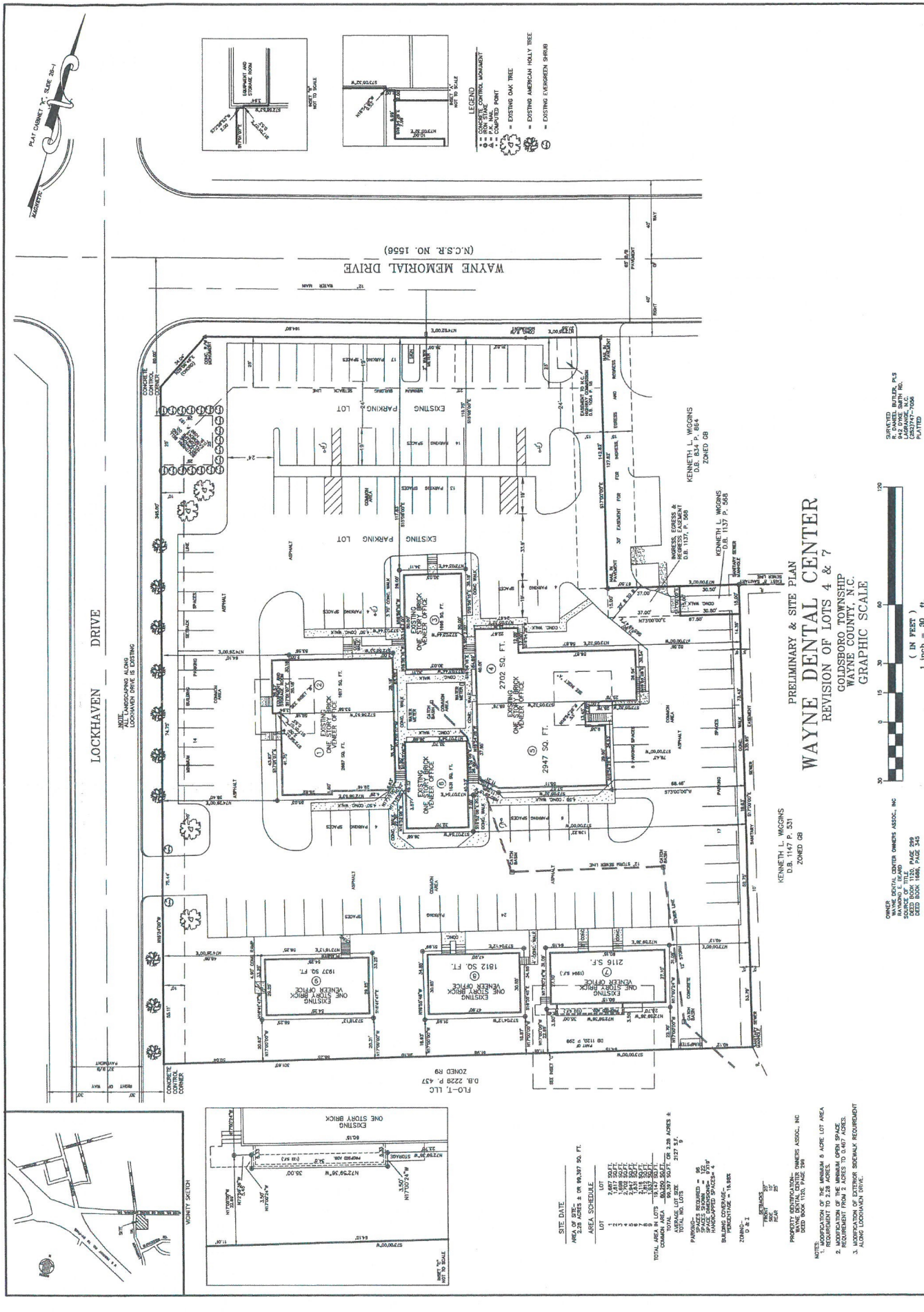
Date: 2-28-18


City Manager

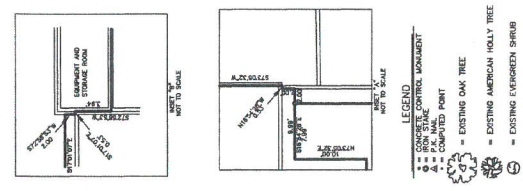
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S - 5 - 85
WAYNE DENTAL CENTER
ADDITION



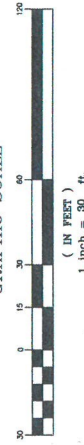


PLAN SHEET 1 OF 2
DATE 2014



PRELIMINARY & SITE PLAN **WAYNE DENTAL CENTER** REVISION OF LOTS 4 & 7 GOLDSBORO TOWNSHIP WAYNE COUNTY, N.C. GRAPHIC SCALE

SURVEYED BY: PLS
 DATE: 04/20/14
 DRAWN BY: PLS
 CHECKED BY: PLS
 PLATTED



OWNER: DENTAL CENTER OWNERS ASSOC., INC.
 10000 W. 10TH ST.
 GOLDEN, CO. 80116
 DEED BOOK 1188, PAGE 345

KENNETH L. WIGGINS
 D.B. 1147 P. 531
 ZONED OB

KENNETH L. WIGGINS
 D.B. 834 P. 864
 ZONED OB

KENNETH L. WIGGINS
 D.B. 1137 P. 568
 ZONED OB

FLO-T, LLC
 D.B. 2228 P. 437
 ZONED R9

SITE DATA

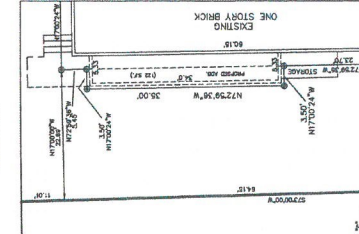
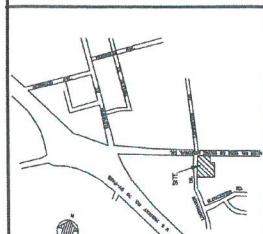
AREA: 2.28 ACRES ± OR 99,307 SQ. FT.

AREA SCHEDULE

LOT	AREA (SQ. FT.)
LOT 1	2,887 SQ. FT.
LOT 2	1,008 SQ. FT.
LOT 3	1,008 SQ. FT.
LOT 4	1,008 SQ. FT.
LOT 5	1,008 SQ. FT.
LOT 6	1,008 SQ. FT.
LOT 7	1,008 SQ. FT.
LOT 8	1,008 SQ. FT.
LOT 9	1,008 SQ. FT.
LOT 10	1,008 SQ. FT.
LOT 11	1,008 SQ. FT.
LOT 12	1,008 SQ. FT.
LOT 13	1,008 SQ. FT.
LOT 14	1,008 SQ. FT.
LOT 15	1,008 SQ. FT.
LOT 16	1,008 SQ. FT.
LOT 17	1,008 SQ. FT.
LOT 18	1,008 SQ. FT.
LOT 19	1,008 SQ. FT.
LOT 20	1,008 SQ. FT.
LOT 21	1,008 SQ. FT.
LOT 22	1,008 SQ. FT.
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LOT 29	1,008 SQ. FT.
LOT 30	1,008 SQ. FT.
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LOT 32	1,008 SQ. FT.
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LOT 40	1,008 SQ. FT.
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LOT 66	1,008 SQ. FT.
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LOT 70	1,008 SQ. FT.
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LOT 82	1,008 SQ. FT.
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LOT 84	1,008 SQ. FT.
LOT 85	1,008 SQ. FT.
LOT 86	1,008 SQ. FT.
LOT 87	1,008 SQ. FT.
LOT 88	1,008 SQ. FT.
LOT 89	1,008 SQ. FT.
LOT 90	1,008 SQ. FT.
LOT 91	1,008 SQ. FT.
LOT 92	1,008 SQ. FT.
LOT 93	1,008 SQ. FT.
LOT 94	1,008 SQ. FT.
LOT 95	1,008 SQ. FT.
LOT 96	1,008 SQ. FT.
LOT 97	1,008 SQ. FT.
LOT 98	1,008 SQ. FT.
LOT 99	1,008 SQ. FT.
LOT 100	1,008 SQ. FT.

PERCENTAGE = 11.8%

- NOTES:**
1. MODIFICATION OF THE MINIMUM 6' ACRE LOT AREA REQUIREMENT TO 2.28 ACRES ± OPEN SPACE.
 2. REQUIREMENT FROM 2 ACRES TO 0.467 ACRES.
 3. MODIFICATION OF EXISTING SIDEWALK REQUIREMENT ALONG LOCKHAVEN DRIVE.



CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 5, 2018 COUNCIL MEETING

SUBJECT: CU-1-18 SWR Properties, LLC - North side of Patetown Road
between Industry Court and North William Street

BACKGROUND: Applicant requests a Conditional Use Permit to allow the
construction and operation of a concrete business.

Frontage: 730.75 ft. (Patetown Road)
750.83 ft. (Industry Court)

Area: 11.9 acres

Zone: I-2 General Industry

A concrete business is permitted within the I-2 zoning
district after the issuance of a Conditional Use Permit
approved by City Council.

The site was formerly occupied by Americal Corporation and
was purchased by the applicant in 2004.

DISCUSSION: The site is occupied by a 52,000 sq. ft. masonry block, brick
and metal commercial building divided into individual
tenant spaces for lease. Uses within the building include a
restaurant, nail spa, electrical supply and hardware
company.

The applicant now proposes to locate a concrete plant
directly behind the main commercial building.

Number of employees: 11

Hours of Operation: 7:30 a.m. - 5:30 p.m.
(Monday-Saturday)

Access: While there is existing access to the site through two
curb cuts on Patetown Road, the applicant proposes that the
main access to the concrete business will be provided
through a 20 ft. wide gated asphalt driveway to the site off
Industry Court.

Parking: Parking is based on 1 space per 2 employees and 1
space for each vehicle stored on site. Sufficient paved
parking exists at the rear of the building for employees of the

concrete business as well as the 3 vehicles that are anticipated to be stored on the site.

Site is subject to stormwater and drainage regulations as required by the City Engineering Department.

The submitted site plan shows a proposed 14 ft. by 14 ft. office building located adjacent to a 62.94 ft. tall concrete silo, belt conveyor and batch hopper for transporting aggregates for cement production.

According to the City's Unified Development Code, any structure exceeding 50 ft. in height in a non-residential district shall be setback from the adjoining property lines a minimum distance of 150% of the structure's height. Based on the height of the concrete silo (62.94 ft.) a minimum setback of 94.5 ft. from each property line is required. The site plan has been revised to reflect this distance.

An existing 6 ft. tall chain-link fence with barbed wire encloses the site. Applicant will install privacy slats within the existing fence to meet this requirement.

Street trees are shown along both Patetown Road and Industry Court. Additional landscaping is shown along the western property line and Industry Court.

The City's UDO requires that a concrete plant may not be located less than 1,000 ft. from residentially zoned or developed property. Residentially-zoned property exists immediately to the southeast across Patetown Road, as well as to the north and west. A modification of the 1,000 ft. requirement will be necessary.

At the public hearing held on February 19, 2018, no one spoke either for or against the request.

At their meeting held on February 26, 2018, the Planning Commission recommended approval of the request with the distance modification from residential property.

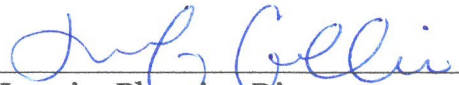
RECOMMENDATION:

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

1. Adopt an Order approving a Conditional Use Permit to allow the operation of a concrete business; and

2. Approve the submitted plans detailing the operation with a modification of the distance requirement from residentially zoned or developed property and subject to approval of stormwater and drainage plans by the City's Engineering Department.

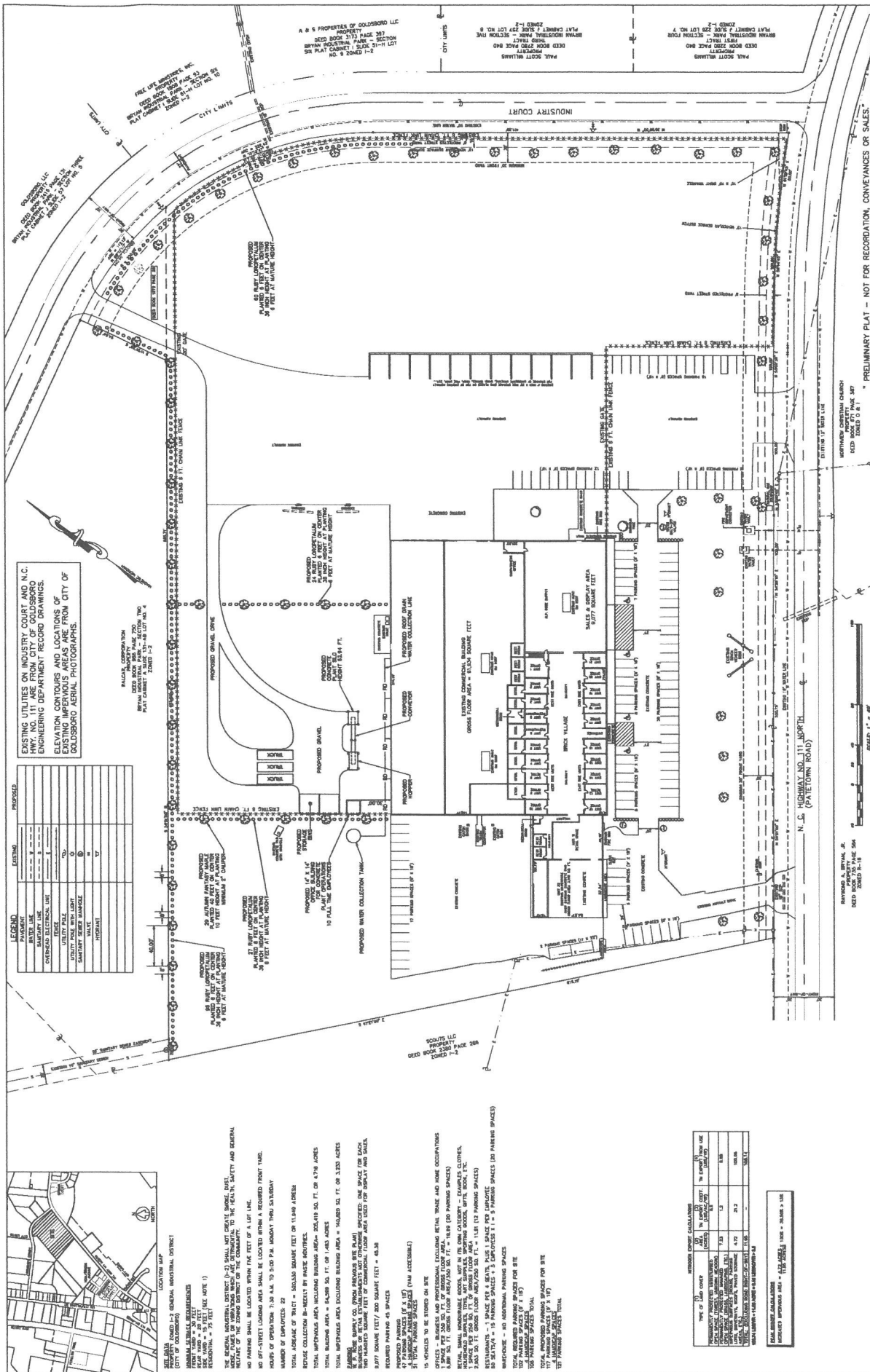
Date: 02/27/18


Interim Planning Director

Date: 2-28-18


City Manager

ssj



NO.	REVISION	DATE

B. R. KORMEGAY, INC.
LAND SURVEYING - ENGINEERING - PLANNING
License Number: F-1004
300 East Federal Street
Tampa, FL 33602
(813) 255-5888 Fax: (813) 256-9053
www.brkorpeng.com




PROPOSED CONCRETE PLANT

GULDSBORO TOWNSHIP
WAYNE COUNTY, N.C.



SITE PLAN

PROPOSED CONCRETE PLANT

DESIGNED BY: **BRK**

DATE: **12-27-2017**

SCALE: **1" = 40'**

SWR PROPERTIES, LLC

484 KENSINGTON PLACE, NEWPORT, NORTH CAROLINA 28570-3908
CONTACT: TIMOTHY RHODES 919-820-9170 timothy@swrnc.com

DRIVEN BY: **TSB**

DESIGNED BY: **BRK**

PROPERTY OF

SWR PROPERTIES, LLC

NO. **1**

1

CU - 1 - 18
SWR PROPERTIES
CONCRETE PLANT



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 February 19, 2018 to consider Conditional Use Permit application number:

CU-1-18 SWR Properties, LLC – North side of Patetown Road between
Industry Court and North William Street

to allow the operation of a **concrete plant**, 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 Section 5.5 Supplemental Use Regulations (Community Sensitive Heavy Industrial Uses) as follows:

1. The entire area of the site shall be enclosed by a six-ft. high opaque fence set back one hundred feet from any public right-of-way or residentially developed or zoned property and/or 50 ft. from any other adjacent property.

Applicant will install slats within the existing 6 ft. tall chain-link fence.

2. The yard area between the fence and the property line, not used for parking, shall be planted with grass and have landscaping composed of large trees spaced not more than 40 ft. apart and not less than one row of shrubs thirty inches in height, spaced so that they will form a continuous visual screen six ft. in height within three growing seasons.

Applicant indicates street trees along both Patetown Road and Industry Court as well as additional landscaping along the western property line and Industry Court.

3. No loading or unloading of materials shall occur outside of the fenced area.
4. A statement shall be submitted with the plans indicating whether any manufacturing or processing operation will create smoke, offensive odor, dust, noise, fumes or vibrations beyond the lot lines of the proposed use. If one or more of such conditions exist, the developer shall explain what measures will be taken to mitigate such conditions to acceptable levels.

Applicant has submitted the required statement.

5. The use shall be located a minimum of 1,000 ft. from any residentially developed or zoned property. The 1,000 ft. separation distance shall be measured in a straight line from property line to property line, with no consideration as to intervening structures, roads or landforms.

The subject property is immediately adjacent to residentially zoned property to the south and west. Conditional Use Approval includes a modification of that requirement.

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council accepted the recommendation of the Planning Commission and approved the applicant's request for a Conditional Use Permit to allow the development and operation of a concrete plant.

Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **APPROVED**.

Thus ordered this _____ day of _____, 2018.

Chuck Allen, Mayor

Ronald T. Lawrence, City Attorney

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 5, 2018 COUNCIL MEETING

SUBJECT: Fourth Annual Downtown Goldsboro Kilt Fun Run– Temporary Street Closing Request

BACKGROUND: The Flying Shamrock Irish Pub is requesting permission to close a portion of certain City streets on Saturday, March 17, 2018 from 11:00 a.m. to 12:00 p.m. in order to hold their fourth annual kilt fun run.

DISCUSSION: The street closing request is as follows:

Parade Route: John Street beginning at 115 North John Street, right on E. Walnut Street, right on N. Center Street, right on E. Mulberry Street, right on N. John Street to 115 North John Street.

Staging area: 115 North John Street

The Police, Fire, Public Works and Downtown Goldsboro offices have been notified of this request.

Staff recommends approval of this request subject to the following conditions:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
3. All activities, changes in plans, etc. will be coordinated with the Police Department.
4. The Police, Fire, Public Works and Downtown Goldsboro offices are to be involved in the logistical aspects of this event.

RECOMMENDATION: It is recommended that the City Council by motion, grant street closings on Walnut, John, Mulberry, and Center Streets on March 17, 2018 from 11:00 a.m. to 12:00 p.m. in order that the Fourth Annual Downtown Goldsboro Kilt Fun Run may take place, subject to the above conditions.

Date: 3-5-18


Mike West, Police Chief

Date: 3-5-18


Scott A. Stevens, City Manager

CITY OF GOLDSBORO
SPECIAL EVENTS/PARADE/STREET CLOSING
PERMIT APPLICATION

****In the event of a street closing, an application should be submitted at least 30 days prior to your parade or special event.**

I. General Information

Type of Event: (please check all that apply)

☐ Parade ☒ Run/Walk ☒ Festival ☒ Street Closure ☐ Other (explain): _____

Event Name: St. Patrick's Day Festival

Event Date(s): March 17, 2018 **Event Website:** _____

Inclement Weather/Rain Date(s): N/A

Description of Event (Please briefly describe the event.)

St. Patrick's Day Festival that will include a fundraiser to raise money for Riley's Army. Food vendors and Beer/Alcohol will be sold. Road Closure only for 1 hour to host the 4th Annual Kill Run.

Requested Event Location: Parking lot on North Side of 115 N. John St.

Event Start Time/End Time: 10am - 10pm

Set-Up: Date & Time (start/end): 03/17/18 0900 - 1000

Dismantle (Completion): Date & Time (start/end): 03/17/18 2200 - 2400

Estimated Daily Attendance: 500

Will this event require street closures? ☒ Yes ☐ No **Closure Times** 1100 - 1200

If yes, please list the streets that you are requesting to be closed: John St to Walnut, Walnut to Center, Center to Mulberry, Mulberry to John

II. Applicant and Sponsoring Organization Information

Sponsoring Organization Name: The Flying Shamrock Pub LLC

Are you a non-profit? ☐ Yes ☒ No If yes, are you: ☐ 501c (3) ☐ 501c (6) ☐ Place of worship

Applicant Name: Christopher M. Jones **Title:** President/owner

Address: 115 N. John St

City: Goldsboro **State:** NC **Zip:** 27530 **Phone:** (919) 580-0934

Cell Phone: (919) 648-8040 **Email:** theflyingshamrock@outlook.com

Day of Event Contact:

Name: Christopher Yanes Phone: (919) 648-8066

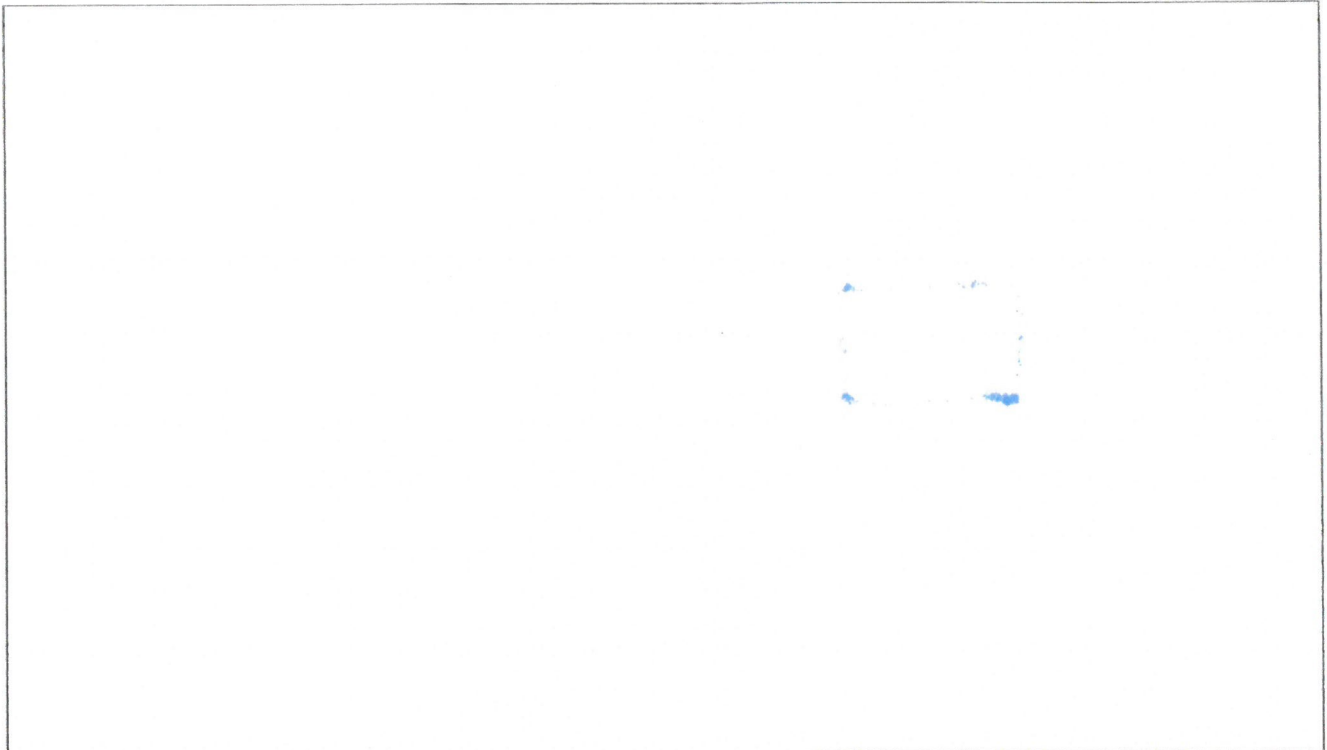
III. Event Map

For Run/Walk/Parades - FORMATION AREA LOCATION: Parking lot on North Side of 115 N. John St

For Run/Walk/Parades - STARTING POINT: In Front of 115 N. John St

For Run/Walk/Parades - ENDING POINT: In Front of 115 N. John St

***Please provide a detailed map of your event, including race/walk/parade route(s), stage(s), inflatables, booths, tents, parking, etc. (Please attach additional pages as needed)**



IV. RESTROOMS & SITE CLEANUP (Bathroom facilities are required for events lasting longer than two hours and must be ADA compliant.)

One Port-A-Jon is recommended per 100 people, and is based on event duration instead of number of participants.

How do you plan to handle restroom services? ☒ Portable Toilets ☐ Other

If portable toilets will be provided, please list the name/contact of the company:

Parks Portable toilets, Jennifer 735-9402

If no portable toilets will be provided, how will these requirements be handled?

How do you plan to remove garbage and/or recycling? (City receptacles must be requested separately no less than 30 days prior to the event. Contact the Public Works Department at 919-750-7450.)

Already have Garbage & Recycling Service through Waste Industries



John @ Mulberry



V. Event Details: Please answer the following questions regarding your event.

☒ Yes ☐ No Does the event involve the sale of food?

☒ Yes ☐ No Does the event involve the sale of alcohol?

If "YES" has the health department been notified?

➤ For events with food, a letter from the health department must be submitted 30 days prior to the event.

○ Health Department: (919) 731-1000

➤ The ABC Permit, issued by the NC ABC Commission, must be submitted to the Goldsboro Police Department prior to the event. The event permit will not be issued until the ABC Permit is submitted.

○ NC ABC Commission: (919) 779-0700

☒ Yes ☐ No Will there be **musical entertainment** at your event?

If "YES", please provide the following information:

➤ Amplification? ☒ Yes ☐ No

Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.

☒ Yes ☐ No Will there be any **tents or canopies** in the proposed event site? If "YES", please provide the following information:

➤ Approximate Number of tents: 1-2

➤ Approximate Sizes: 400 sq feet

➤ Will any tent exceed 400 sq. feet in area? ☐ Yes ☒ No

Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent.

▪ City of Goldsboro Inspections Department (919) 580-4385

☐ Yes ☒ No Will you require **electrical hook-ups** for this event? (Please note that electrical availability is limited.)

☐ Yes ☒ No Will **admission fees** be charged to attend this event?

If "YES", provide the cost(s) of all tickets: _____

☐ Yes ☒ No Will **fees be charged to vendors** to participate in this event?

If "YES", please provide the schedule of fees: _____

☒ Yes ☐ No Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at <http://www.goldsboronc.gov/special-events/>.

**The temporary closing of a NC Department of Transportation street would be at the discretion of the NC Department of Transportation.*

VI. Miscellaneous:

Parking:

• How will overall patron parking be accommodated for this event? There are still multiple parking spaces and parking lots within the area

Note: You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

**** Submitting this Special Event/Parade Permit Application does not provide permission to conduct your planned event. Please do not send out publicity, flyers, or other media prior to receiving confirmation of approval. Your confirmation will be in the form of a Permit, issued to the organization and/or person responsible for conducting the event.**

****For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.**

Agreement

I have read and understand this application and the requirements placed upon this applicant and organization. I agree to abide by the City of Goldsboro rules, regulations and ordinances should my permit application be approved. I will fulfill the requirements placed upon this permit application.

Authorized Signature: Chris Yu Date: 2/21/2018

Organization: The Flying Shamrock Irish Pub LLC

Please return this application and all supporting documentation by email, mail or in person to:

Goldsboro Police Department
Community Police Services
204 S. Center Street
Goldsboro, NC 27530
jadams@goldsborongov

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Jason Adams at jadams@goldsborongov.

For Inner Office Use Only:

Sgt Adams
Goldsboro Police Department Representative

JSKABN
Downtown Goldsboro Representative



Special Event Release of Liability Waiver

The undersigned person is applying for Use of City-Owned Property for Special Event on behalf of The Flying Shrikecock T-shirt Pop LLC from the City of Goldsboro and hereby agrees to indemnify and hold the City of Goldsboro, its officers, agents and employees harmless from all claims, liabilities, demands, expenses, of any nature or kind, expresses or implied, whether sounding in tort or in contract that may be asserted against the City, its officials, agents and employees by any person, firm, or corporation, that may arise out of any acts or omissions, active or passive, related to operating an event on the city's property.

This the 1 day of March, 20 18.

 (SEAL)
(Applicant & Authorized Representative of Event)

This form must be completed, signed and returned with the completed application.

Client#: 1881298

04FLYINSHA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. 414 Gallimore Dairy Road Suite F Greensboro, NC 27409		CONTACT NAME: PHONE (A/C, No, Ext): 888 743-2217 FAX (A/C, No): 8888279861 E-MAIL ADDRESS:	
INSURED The Flying Shamrock Pub LLC DBA The Flying Shamrock Pub 115 N John St Goldsboro, NC 27530		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BINDER14115014	03/17/2018	03/18/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PO/AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-IFER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of Goldsboro 200 North Center Street Goldsboro, NC 27530	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Matthew Mitchum</i>
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