

**GOLDSBORO CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, OCTOBER 20, 2025**



*(Please turn off, or silence, all cellphones upon entering the meeting.)*

**1. Call to Order – 5:30 P.M.**

Council Chambers

1.1 Invocation (Archbishop Anthony Slater, Fire Chaplain)

1.2 Pledge of Allegiance

**2. Roll Call**

**3. Adoption of the Agenda**

**4. Recognitions and Presentations**

4.1 Retirement Resolution — Robin Jones

4.2 Employee of the Quarter Award

4.3 Safety First on Halloween Proclamation

**5. Public Comment Period**

**6. Consent Agenda**

6.1 Approval of a Design Build Agreement for the Goldsboro Union Station Stabilization Project

6.2 Ordinance Establishing a Grant Project Fund - EPA Brownfields Assessment Grant CFDA 66.818 (R1108)

6.3 Approval of Minutes of the Goldsboro City Council Meeting held October 6, 2025

6.4 Departmental Monthly Reports

**7. Old Business**

7.1 Saving Union Station Effort Update

7.2 Review of Goldsboro's Growth: Current Approved and Near Future Developments

7.3 Update on Water Reclamation Facility Expansion

7.4 Council Update on Revenue Management Systems Modernization

**8. New Business**

8.1 Sponsorship Request - Veterans Day Parade

8.2 Resolution for Approval of Farm Leases 2026-2030

8.3 Contract Award for Sewer and Water Meters Formal Bid No. 2025-003

8.4 Approval of a Property License Agreement with the Wayne County Sheriff's Office

**9. City Manager's Report**

**10. Mayor and Councilmembers' Comments**

**11. Closed Session (if necessary)**

**12. Adjournment**

The City of Goldsboro will make reasonable accommodations for access to City services, programs, and activities, and will make special communication arrangements for persons with disabilities. Please call (919) 580-4330 by noon on the Thursday prior to the meeting to make arrangements.



**RESOLUTION 2025 – 81**

**RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY  
ROBIN JONES AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE  
THAN 10 YEARS**

**WHEREAS**, Robin Jones retires on November 1, 2025, as an Administrative Assistant III with more than 10 years of service with the City of Goldsboro; and

**WHEREAS**, Robin began her career on December 15, 2014, as an Administrative Assistant II with the Goldsboro Police Department; and

**WHEREAS**, Robin assumed the role of Interim Executive Assistant on December 4, 2019, and faithfully served in that capacity until the conclusion of her interim term on June 17, 2020; and

**WHEREAS**, on December 2, 2020, Robin was promoted to Administrative Assistant III with the Police Department where she has served until her retirement; and

**WHEREAS**, Robin has demonstrated exceptional dedication and efficiency in her service, earning the respect and admiration of her colleagues and the citizens of the City of Goldsboro; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, North Carolina, that we express to Robin Jones our very best wishes for success, happiness, prosperity, and good health in her future endeavors.

This Resolution shall be in full force and effect from and after October 20, 2025.

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Charles Gaylor, IV  
Mayor

Attested by:

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Laura Getz  
City Clerk



## RESOLUTION 2025 – 81

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**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, North Carolina that we express to Robin Jones our very best wishes for success, happiness, prosperity, and good health in her future endeavors.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro and shall be in full force and effect from and after this 20<sup>th</sup> day of October 2025.



  
Charles Gaylor, IV  
Mayor

# CITY OF GOLDSBORO

THIS IS TO CERTIFY THAT

## THE EMPLOYEE OF THE QUARTER AWARD

(1<sup>st</sup> Quarter, Fiscal Year 2025-2026)

HAS BEEN AWARDED TO

**TIM COLYER**

FOR

**OUTSTANDING ACHIEVEMENT**

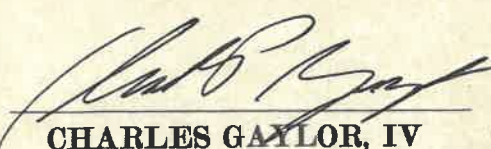
On May 21, 2025, Engineer Tim Colyer shared a video from a fire department in the Netherlands featuring mini fire trucks used in a fun, community-focused activity where children raced by spraying water. The idea was brought to the attention of the training division to explore the possibility of incorporating a similar activity into the upcoming third annual Hook & Ladder Fire Camp. The concept was well received.

A few weeks later, Engineer Colyer followed up to check on progress. When there were no updates, he took initiative by suggesting direct contact with the department in the Netherlands to gather detailed information including materials, dimensions, weight, hose size and length, and hose pressure. After obtaining the necessary specifications, he conducted further research to source equivalent materials domestically, as the original materials were not readily available in the U.S.

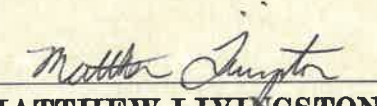
Despite several challenges, Engineer Colyer successfully designed and built a set of custom mini fire trucks that exceeded all expectations. His exceptional craftsmanship and attention to detail turned a simple concept into a memorable and high-quality addition to the fire camp. A project of this nature could easily exceed \$3,000 in value when considering labor, materials, shipping, and other associated costs. Remarkably, Engineer Colyer dedicated personal time on his days off to ensure the trucks were completed in time for the event.

Since the camp, departments from across the state and country have reached out to Engineer Colyer requesting more information, bringing positive attention to both the City of Goldsboro and its fire department. Engineer Colyer's work ethic and accomplishments reflect well on himself and the City of Goldsboro.

**AWARDED THIS DAY**  
**OCTOBER 20, 2025**

  
**CHARLES GAYLOR, IV**  
Mayor  
City of Goldsboro



  
**MATTHEW LIVINGSTON**  
City Manager  
City of Goldsboro



## **SAFETY FIRST ON HALLOWEEN PROCLAMATION**

**WHEREAS**, it is the desire and responsibility of the City Council to promote the safety and welfare of the citizens of the City of Goldsboro; and

**WHEREAS**, the City Council is concerned that our young citizens participate in the traditional Halloween Trick or Treat activities in a safe and orderly manner; and

**WHEREAS**, the City Council feels that the best method for promoting a safe and orderly Halloween is through a Proclamation from the Mayor setting forth guidelines for these activities.

**NOW, THEREFORE BE IT PROCLAIMED** that the Goldsboro City Council does hereby declare October 31, 2025, as:

### ***SAFETY FIRST ON HALLOWEEN***

and encourage all citizens of Goldsboro to promote and observe the following safety guidelines:

- Parents are asked to supervise the Halloween Trick or Treat activities of their children and to ensure that Trick or Treat activities are limited to children under the age of 16 years.
- Trick or Treat hours will be observed from 6:00 p.m. until 8:00 p.m. on Friday, October 31, 2025.
- Residents who wish to participate in Trick or Treat are asked to leave a porch light, or other outdoor light, on during these hours.
- Parents are asked to explain to children that homes with no outdoor light are not participating in Trick or Treat and that these homes should be passed up during these activities.
- It is also recommended for the safety of our children that parental supervision be extended to include insistence that children do not consume any "treats" until closely examined by their parents. Parents should follow the rule "if in doubt - throw it out" where evidence of tampering with packaging or surfaces of consumable product exists.

These guidelines are set forth in the hope that all citizens of Goldsboro will enjoy a happy, safe, and orderly Halloween.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 20<sup>th</sup> day of October 2025.



  
Charles Gaylor, IV  
Mayor

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Approval of a Design Build Agreement for the Goldsboro Union Station Stabilization Project

**DEPARTMENT:** Downtown Development

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**BACKGROUND:**

The City of Goldsboro committed \$375,000 from a state grant appropriation to support the stabilization of Goldsboro Union Station, an effort that will cost a projected minimum of \$1.5M.

An RFQ for Design-Build Services was released January 17, 2025 with a due date of February 11, 2025. The City received three responses to the RFQ. A selection committee of city staff and project subject matter experts reviewed and evaluated the submittals individually, using a rubric. The selection committee discussed their scores to produce an average final score for each value. The team to receive the highest total score was the team led by TA Loving Construction Company and Michael Graves Design.

Upon negotiations with the team regarding fees, budget, schedule and scope of services, an agreement was prepared and approved by staff for City Council review. The attached agreement has been signed by TA Loving and is ready for execution by the City of Goldsboro.

**DISCUSSION:**

Phase 1 Design-Build Services will begin with a \$153,912 budget for design and engineering services, survey allowance, a subsurface investigative allowance, erosion control plan and stormwater management. The remaining balance of the \$221,088 of the City's \$375,000 commitment will be directed via Design Build Amendment after the initial design phase.

Upon approval to execute the contract, TA Loving will begin work, following the design phase milestone dates outlined in the agreement.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

It is recommended that Council approve the Design-Build Agreement with TA Loving for Phase 1 Stabilization of Goldsboro Union Station and authorize the City Manager to execute the agreement.

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Erin Fonseca  
Sakeithia Reece  
Laura Getz  
Matthew Livingston

**RESOLUTION 2025-**

**RESOLUTION APPROVING A DESIGN BUILD AGREEMENT FOR THE  
GOLDSBORO UNION STATION STABILIZATION PROJECT**

**WHEREAS**, the City of Goldsboro committed \$375,000 from a state grant appropriation to support the stabilization of Goldsboro Union Station, an effort that will cost a projected minimum of \$1.5M; and

**WHEREAS**, an RFQ for Design-Build Services was released January 17, 2025 with a due date of February 11, 2025. The City received three responses to the RFQ. A selection committee of city staff and project subject matter experts reviewed and evaluated the submittals individually, using a rubric. The selection committee discussed their scores to produce an average final score for each value. The team to receive the highest total score was the team led by TA Loving Construction Company and Michael Graves Design; and

**WHEREAS**, after an objective selection process, the team to receive the highest total score was the team led by TA Loving Construction Company and Michael Graves Design; and

**WHEREAS**, upon negotiations with the team regarding fees, budget, schedule and scope of services, an agreement was prepared and approved by staff for City Council review. The agreement has been signed by TA Loving and is ready for execution by the City of Goldsboro; and

**WHEREAS**, phase 1 Design-Build Services will begin with a \$153,912 budget for design and engineering services, survey allowance, a subsurface investigative allowance, erosion control plan and stormwater management. The remaining balance of the \$221,088 of the City's \$375,000 commitment will be directed via Design Build Amendment after the initial design phase.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, North Carolina, that the City Manager is authorized to execute the Design-Build Agreement with TA Loving Construction for phase one of the Goldsboro Union Station Stabilization Project.

This Resolution shall be in full force and effect from and after October 20, 2025.

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Charles Gaylor, IV  
Mayor

Attested by:

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Laura Getz  
City Clerk



# AIA® Document A141® – 2014

## **Standard Form of Agreement Between Owner and Design-Builder**

**AGREEMENT** made as of the 28 day of 08 in the year 2025  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Goldsboro  
200 North Center Street  
PO Drawer A  
Goldsboro, North Carolina, 27534

and the Design-Builder:  
(Name, legal status, address and other information)

TA Loving Company  
400 Patetown Road  
Goldsboro, North Carolina, 27530

for the following Project:  
(Name, location and detailed description)

Goldsboro Union Station  
100 S. Carolina Street  
Goldsboro, North Carolina, 27534

The Owner and Design-Builder agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

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**User Notes:**

(1765371457)

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

The Goldsboro Union Station and design will be based on the RFQ proposal, The Goldsboro Union Stations drawings set dated August 20, 2010. The architect and engineers will develop a phased drawing/specification plan with priorities based on the critical stabilization needs of the project. T. A. Loving Company will also develop a phase II budget.

**§ 1.1.2** The Owner's design requirements for the Project and related documentation:

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

**§ 1.1.3** The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

It is understood that this is a historical preservation project that includes a 13,360 sqft facility with civil work that will tie the roof drains and water runoff into the sewer system. The work includes the design and stabilization of masonry columns, foundations, walls, and roofing. The project is a heavy timber and masonry project with tile roofing. When necessary, the project will utilize temporary measures to stabilize the structure to enable time for permanent work.

**§ 1.1.4** The Owner's anticipated Sustainable Objective for the Project, if any:

*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

**§ 1.1.5** Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-BUILDER's services, are as follows:

*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-BUILDER is set forth below:

*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

**§ 1.1.7** The Owner's design and construction milestone dates:

**.1** Design phase milestone dates:

Design Kickoff Meeting – November 3, 2025  
Design Development November 10, 2025 – March 6, 2026  
Historical Review March 23, 2026 – May 01, 2026  
Design Approval May 05, 2026 – June 1, 2026

**.2** Submission of Design-BUILDER Proposal:

June 1, 2026

.3 Phased completion dates:

TBD

.4 Substantial Completion date:

TBD

.5 Other milestone dates:

TBD

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

*(List name, legal status, address and other information.)*

.1 Architect

Michael Graves Company  
530 N Trade St NW  
Winston Salem, North Carolina 27101

.2 Consultants

Cox – Edwards Company, Inc.

McLawhorn Engineering

W. H. Pruden III, P. E.

.3 Contractors

Manning Masonry, Inc.

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

## § 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address and other information.)*

Erin Fonseca, Downtown Development Director  
City of Goldsboro  
200 North Center Street  
Goldsboro, North Carolina 27534

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

*(List discipline, scope of work, and, if known, identify by name and address.)*

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

*(List name, address and other information.)*

Brandy Bullock  
Project Manager  
TA Loving Company  
984.323.1544

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

### § 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 14.4

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

### § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.



**§ 1.4.3 The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## **ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

### **§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment**

**§ 2.1.1** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*



Phase 1 – Priority One to include Design and engineering services, a survey allowance, a subsurface investigative allowance, a NCDEMLR Erosion Control Plan, and a stormwater management plan.

One hundred fifty-three thousand nine hundred twelve dollars. **\$153,912.00**

Cost for construction will be added via Design Build Amendment..

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Individual or Position

Rate

### § 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of **10** percent ( **10** %) of the expenses incurred.

### § 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid **30** ( **Thirty** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

### § 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

## ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

#### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

#### § 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be

related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 **Design-Builder's Submittals**

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when

a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

#### **§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

### **ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

#### **§ 4.1 General**

**§ 4.1.1** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.1.2** The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

#### **§ 4.2 Evaluation of the Owner's Criteria**

**§ 4.2.1** The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.



## **ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

### **§ 5.1 Construction Documents**

**§ 5.1.1** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

**§ 5.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

### **§ 5.2 Construction**

**§ 5.2.1 Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

**§ 5.2.2** If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

**§ 5.2.3** The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

**§ 5.2.4** The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 5.3 Labor and Materials**

**§ 5.3.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**§ 5.3.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

**§ 5.3.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 5.4 Taxes**

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

### **§ 5.5 Permits, Fees, Notices and Compliance with Laws**

**§ 5.5.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

**§ 5.5.2** The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall



promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

## **§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.6.2** Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

## **§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

### **§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

### **§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

### **§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

### **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

### **§ 5.13 Construction by Owner or by Separate Contractors**

#### **§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### **§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 5.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### **§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### **ARTICLE 6 CHANGES IN THE WORK**

#### **§ 6.1 General**

**§ 6.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

**§ 6.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

#### **§ 6.2 Change Orders**

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### **§ 6.3 Change Directives**

**§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

**§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and

relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## **§ 7.2 Information and Services Required of the Owner**

**§ 7.2.1** The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

**§ 7.2.2** The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

**§ 7.2.3** The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

**§ 7.2.4** The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

**§ 7.2.5** The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

**§ 7.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

**§ 7.2.7** Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 7.2.8** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

**§ 7.2.9** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 7.2.10** The Owner shall purchase and maintain insurance as set forth in Exhibit B.

## **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved

submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 7.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 7.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

**§ 7.6** The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 7.7** The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

**§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

**§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

**ARTICLE 8 TIME**

**§ 8.1 Progress and Completion**

**§ 8.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.1.2** The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

**§ 8.1.3** The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.



## **§ 8.2 Delays and Extensions of Time**

**§ 8.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

**§ 8.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 14.

**§ 8.2.3** This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

### **§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

## **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builders Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

**§ 9.6.5** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.7** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

## **§ 9.7 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 9.8.5** When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the

Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

#### **§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

#### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

#### § 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### § 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### § 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.



§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants,

Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

**§ 13.1.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 13.1.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

**§ 13.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

### **§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**

#### **§ 13.2.1 Termination by the Design-Builder**

**§ 13.2.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

**§ 13.2.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

**§ 13.2.2 Termination by the Owner For Cause**

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

**§ 13.2.3 Suspension by the Owner for Convenience**

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience**

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

### § 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- 1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

## **§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

### **§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

**§ 14.2.5** The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 14.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

**§ 14.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 14.2.7** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 14.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## **§ 14.3 Mediation**

**§ 14.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution

proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

#### § 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

#### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.



§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential

Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

#### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

### ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed – **Issued at Completion of the Design**
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds – **Issued with Exhibit A**
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed – **N/A**
- .5 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

.6 Other:

**Exhibit D – TA Loving Company Design Building Proposal dated 9/22/2025**

**Exhibit E – City of Goldsboro**

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
DESIGN-BUILDER (Signature)

**DAVID PALLYAW** **PRESIDENT / BUILDING**  
\_\_\_\_\_  
(Printed name and title)

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

\_\_\_\_\_  
(Signature of Finance Director)

\_\_\_\_\_  
Printed Name of Finance Director

# Additions and Deletions Report for

## AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:19:52 ET on 09/22/2025.

### PAGE 1

**AGREEMENT** made as of the 28 day of 08 in the year 2025

...

City of Goldsboro  
200 North Center Street  
PO Drawer A  
Goldsboro, North Carolina, 27534

...

TA Loving Company  
400 Patetown Road  
Goldsboro, North Carolina, 27530

...

Goldsboro Union Station  
100 S. Carolina Street  
Goldsboro, North Carolina, 27534

### PAGE 2

**C SUSTAINABLE PROJECTS**

**D CITY ADDENDUM**

### PAGE 3

The Goldsboro Union Station and design will be based on the RFQ proposal, The Goldsboro Union Stations drawings set dated August 20, 2010. The architect and engineers will develop a phased drawing/specification plan with priorities based on the critical stabilization needs of the project. T. A. Loving Company will also develop a phase II budget.

...

It is understood that this is a historical preservation project that includes a 13,360 sqft facility with civil work that will tie the roof drains and water runoff into the sewer system. The work includes the design and stabilization of masonry columns, foundations, walls, and roofing. The project is a heavy timber and masonry project with tile roofing. When necessary, the project will utilize temporary measures to stabilize the structure to enable time for permanent work.

...

Design Kickoff Meeting – November 3, 2025



Design Development November 10, 2025 – March 6, 2026  
Historical Review March 23, 2026 – May 01, 2026  
Design Approval May 05, 2026 – June 1, 2026

.2 Submission of Design-Builder Proposal:

June 1, 2026

PAGE 4

TBD

...

TBD

...

TBD

...

Michael Graves Company  
530 N Trade St NW  
Winston Salem, North Carolina 27101

Cox – Edwards Company, Inc.

McLawhorn Engineering

W. H. Pruden III, P. E.

...

Manning Masonry, Inc.

PAGE 5

Erin Fonseca, Downtown Development Director  
City of Goldsboro  
200 North Center Street  
Goldsboro, North Carolina 27534

...

Brandy Bullock  
Project Manager  
TA Loving Company  
984.323.1544

...

[ ☒ ] Litigation in a court of competent jurisdiction

PAGE 7

Phase 1 – Priority One to include Design and engineering services, a survey allowance, a subsurface investigative allowance, a NCDEMLR Erosion Control Plan, and a stormwater management plan.

One hundred fifty-three thousand nine hundred twelve dollars. \$153,912.00

Cost for construction will be added via Design Build Amendment..

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of 10 percent ( 10 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid 30 ( Thirty ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

PAGE 32

- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed – Issued at Completion of the Design
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds – Issued with Exhibit A
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed – N/A

...

Exhibit D – TA Loving Company Design Building Proposal dated 9/22/2025  
Exhibit E – City of Goldsboro

...

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

\_\_\_\_\_  
(Signature of Finance Director)

\_\_\_\_\_  
Printed Name of Finance Director

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:19:52 ET on 09/22/2025 under Order No. 2114610555 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



September 22, 2025

Erin Fonseca  
Downtown Development Director  
City of Goldsboro  
200 N. Center Street  
PO Drawer A  
Goldsboro, NC 27534

RE: Goldsboro Union Station  
Phase I Stabilization  
Design and Preconstruction Service

As discussed in a meeting on July 24, 2025, T. A. Loving Company has revised the design fee proposal to enable Phase 1 Design Stabilization to happen in Priorities. T. A. Loving Company respectfully submits the following fees for approval as detailed below to begin the Preconstruction Phase of the referenced project.:

1. Phase 1 Stabilization Design Services

a. Included:

i. **Priority One:**

|                                       |    |           |
|---------------------------------------|----|-----------|
| 1. Design and Engineering Services    | \$ | 98,500.00 |
| a. Survey Allowance                   | \$ | 12,000.00 |
| b. Subsurface Investigation Allowance | \$ | 10,000.00 |
| c. NCDEMLR Erosion Control Plan       | \$ | 5,000.00  |
| d. Stormwater Management Plan         | \$ | 5,500.00  |
| 2. Preconstruction Services           | \$ | 22,912.00 |

**Priority One Total** **\$ 153,912.00**

As funding becomes available, the contract can be revised to include the following priorities two and three. The following pricing is for the preconstruction services for priorities two and three. The costs for NCDEMLR Erosion Control Plan and a stormwater management plan have been included in the engineering costs.

ii. **Priority Two:**

|                                    |    |           |
|------------------------------------|----|-----------|
| 1. Design and Engineering Services | \$ | 31,840.00 |
| 2. Preconstruction Services        | \$ | 7,818.00  |

**Priority Two Total** **\$ 39,658.00**

iii. **Priority Three:**

|                                    |    |           |
|------------------------------------|----|-----------|
| 1. Design and Engineering Services | \$ | 22,240.00 |
| 2. Preconstruction Services        | \$ | 5,640.00  |

**Priority Three Total** \$ **27,880.00**

**Total Cost of Stabilization Preconstruction Services (Priorities 1 – 3)** \$ **221,450.00**

The following costs are not included:

- Design Team Contract Administration
- Building Phase General Conditions and Fee
- Phase I Stabilization cost of work
  - T. A. Loving Company attached a detailed list of priorities and work associated with those priorities to help clarify the scope of Phase 1.
- Testing Services

The construction phase will include the balance of all construction costs (general conditions, cost of work items, architectural construction administration services, etc.) associated with each priority. The job will be phased based on the priority list. At this time, we are anticipating an overall Design Builder project budget of \$1,500,000.00; should the scope of the project change, the costs detailed in the line items above will change accordingly.

Sincerely,

**T. A. LOVING COMPANY**



Joseph Franklin  
Preconstruction Manager

cc: Brandy Bullock – T. A. Loving Company  
Jason Arnold – T. A. Loving Company

## Exhibit E

Herein in this Addendum, "CITY" refers to the City of Goldsboro, and "CONTRACTOR" refers to TA Loving and the parties further agree as follows:

- 1. INDEPENDENT CONTRACTOR:** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- 2. COMPLIANCE WITH LAWS:** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 3. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law for the duration of this contract.
- 4. NON-DISCRIMINATION:** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.
- 5. NON-APPROPRIATION CLAUSE:** CONTRACTOR acknowledges that the CLIENT is a governmental entity and the validity of this Agreement, and any renewals or extensions thereof, is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the CLIENT's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the CLIENT 30 days after written notice to VENDOR of the non-appropriation of public funds.
- 6. GOOD STANDING WITH CITY:** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to the CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY during the Term of this Contract.
- 7. SUSPENSION AND DEBARMENT:**
  - 7.1. The contractor certifies to the best of his or her knowledge and belief, that the applicant and its principals:
    - 7.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or Local Department or agency.
    - 7.1.2. have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 7.1.3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - 7.1.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 7.2. The applicant agrees that it will include this certification, without modification, in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.
- 8. E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.
- 9. IRAN DIVESTMENT ACT:** Contractor certifies that, as of the date of this document, it is not on the Final Divestment List as created by the State Treasurer pursuant to §147-86.55 and is in compliance with the requirements of the act. The contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to §147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 11. FEDERAL FUNDS:** If funding for this contract, in full or in part, is derived through the federal government, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):  
Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Ordinance Establishing a Grant Project Fund - EPA Brownfields Assessment Grant CFDA 66.818 (R1108)

**DEPARTMENT:** Finance

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**BACKGROUND:**

The City is home to numerous abandoned and underused properties. Although a formal brownfields inventory has not been completed, an initial review of the North Carolina Division of Waste Management records of the city limits identified over 100 properties that are associated with regulatory databases that have been used for either industrial/manufacturing purposes, dry cleaners, or filling/service stations. The City is faced with the problem of determining how to safely address these underused and vacant abandoned properties. Goldsboro will update its Generic Quality Assurance Project Plan (QAPP) and anticipates performing twenty (20) Phase I Environmental Site Assessments (ESAs), nine (9) Phase II ESAs which will include the Site-Specific QAPP, two (2) Analysis for Brownfields Cleanup Alternatives (ABCA) and/or cleanup plans, one (1) Brownfields Revitalization Plan, one (1) Market Study, and two (2) Site Reuse Plans.

**DISCUSSION:**

The City of Goldsboro applied for and was awarded a Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grant from the EPA for \$500,000 on September 27, 2024. The EPA will cost-share 100% of all approved budget period costs, up to and not exceeding the total federal funding amount through September 28, 2028. The award was accepted by resolution at the July 14, 2025 council meeting. The City will use this grant to address the contamination left behind by past industrial practices. It will assess and redevelop the abandoned and underused commercial and industrial sites achieving the larger objectives of building reuse and economic revitalization. The allowable grant costs include \$12K for travel, \$1K for supplies, and \$487K for contract labor. Attached is an ordinance to create a grant project fund to appropriate the revenues and expenditures so that the City may begin fulfilling the terms of the grant, and this will be funded with federal grant revenue.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

It is recommended that the City Council adopt the attached ordinance to establish the grant

project fund.

**MANAGER'S RECOMMENDATION:**

Adopt the attached ordinance to get this grant moving forward and start getting property assessed.

---

**APPROVERS**

Catherine Gwynn

Sakeithia Reece

Laura Getz

Matthew Livingston



**ORDINANCE 2025-**

**AN ORDINANCE ESTABLISHING THE GRANT PROJECT FUND FOR THE BROWNFIELDS ASSESSMENT GRANT (03D22624) CFDA 66.818 FROM THE ENVIRONMENTAL PROTECTION AGENCY (EPA) (R1108)**

**WHEREAS**, the United States Environmental Protection Agency (EPA) has awarded a Brownfields Assessment Grant to the City of Goldsboro to support environmental site assessments, planning, and community involvement activities; and

**WHEREAS**, the purpose of the grant is to inventory, characterize, assess, promote public health and safety, and support economic development and environmental stewardship in the community; and

**WHEREAS**, City Council is concerned with the environmental health and welfare of the city, and the City is home to numerous abandoned and underused properties, and an initial review of the North Carolina Division of Waste Management records of the city limits identified over 100 properties that are associated with regulatory databases that have been used for either industrial/manufacturing purposes, dry cleaners, or filling/service stations. The City is faced with the problem of determining how to safely address these underused and vacant abandoned properties; and

**WHEREAS**, Council authorized staff to apply for a grant with the EPA, and on July 14, 2025, the City Council of the City of Goldsboro accepted the grant funds from the Environmental Protection Agency for the Brownfield Assessment Grant in the amount of \$500,000; and

**WHEREAS**, the EPA will cost-share 100% of all approved budget period costs, up to and not exceeding the total federal funding amount through September 30, 2028; and

**WHEREAS**, the City will update its Generic Quality Assurance Project Plan (QAPP) and anticipates performing twenty (20) Phase I Environmental Site Assessments (ESAs), nine (9) Phase II ESAs which will include the Site-Specific QAPP, two (2) Analysis for Brownfields Cleanup Alternatives (ABCA) and/or cleanup plans, one (1) Brownfields Revitalization Plan, one (1) Market Study, and two (2) Site Reuse Plans with the EPA grant; and

**WHEREAS**, the City of Goldsboro shall comply with the terms of the grant award with regards to allowable expenditures and shall comply with agreements, contracts and policies in executing the grant; and

**WHEREAS**, it is necessary to appropriate expenditures in order to begin fulfilling the terms of the grant, and this will be funded with federal grant revenue.

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

Section 1: To authorize revenue and expenditure appropriations as follows:

**EPA Brownfields Assessment Grant (R1108)**

|                                   | <b><u>Current Budget</u></b>     |
|-----------------------------------|----------------------------------|
| <b>Revenues:</b>                  |                                  |
| <b>Federal Grants</b>             | <b>\$      500,000.00</b>        |
| <b>Total Revenues</b>             | <b><u>\$      500,000.00</u></b> |
| <b>Expenditures:</b>              |                                  |
| <b>EPA Brownfields Assessment</b> | <b>\$      500,000.00</b>        |
| <b>Total Expenditures</b>         | <b><u>\$      500,000.00</u></b> |

Section 2: Copies of this budget ordinance shall be furnished by the City Clerk to the Budget Officer and Finance Officer.

    This Ordinance shall be in full force and effect from and after October 20, 2025.

\_\_\_\_\_  
Charles Gaylor, IV  
Mayor

Attested by:

\_\_\_\_\_  
Laura Getz  
City Clerk

**MINUTES OF THE MEETING OF THE GOLDSBORO CITY COUNCIL  
OCTOBER 6, 2025**

**1. Call to Order – Council Chambers, 214 North Center Street, Goldsboro, NC**

Mayor Gaylor called the meeting to order at 5:30 PM.

**1.1 Invocation**

Archbishop Anthony Slater, Fire Chaplain provided the invocation. The Pledge of Allegiance followed.

**2. Roll Call**

Present: Mayor Charles Gaylor  
Mayor Pro Tem Hiawatha Jones  
Councilman Chris Boyette  
Councilwoman Jamie Taylor  
Councilwoman Brandi Matthews  
Councilwoman Beverly Weeks  
Councilman Roderick White

Also Present: Matthew Livingston, City Manager  
Ron Lawrence, City Attorney  
Laura Getz, City Clerk

**3. Adoption of the Agenda**

Mayor Gaylor requested the addition of Item 4.4 Proclamation recognizing Red Ribbon Month and Item 9.1, Approving a resolution for IT to receive a cybersecurity grant. Councilwoman Weeks made a motion to adopt the agenda as modified. The motion was seconded by Mayor Pro Tem Jones and unanimously approved. Council adopted the agenda.

**4. Recognitions and Presentations**

**4.1 Introduction of Stormwater Administrator, Bobbi Barnes.**

Jonathan Perry, Engineering Manager, introduced Bobbi Barnes as the new Stormwater Administrator.

**4.2 Breast Cancer Awareness Month Proclamation**

Read by Mayor Gaylor: The Goldsboro City Council declared October 2025 as BREAST CANCER AWARENESS MONTH in the City of Goldsboro, and urge our fellow citizens to become aware of the impact that breast cancer has on our community, and to support the fight against breast cancer so that we may one day defeat this terrible disease.

**4.3 National Bullying Prevention Month Proclamation**

Read by Mayor Gaylor: The Goldsboro City Council declared the month of October 2025 as NATIONAL BULLYING PREVENTION MONTH in the City of Goldsboro and urge all residents to recognize the importance of standing together against bullying, to speak out with compassion, and to help make our city a place where all people are valued and respected.

**4.4 Red Ribbon Week Proclamation**

Read by Mayor Gaylor: The Goldsboro City Council declared October 23-31, as RED RIBBON WEEK in the City of Goldsboro and encouraged fellow citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

**5. Public Hearings**

**5.1 Annex-3-25 - Stoney Creek (City Limits) — Located on the south side of Royall Avenue between North Drive and Landmark Drive**

The item was submitted and presented by Mark Helmer, Planning Services Manager.

Tax Parcel #s: 3519063209; 3519160064; 2599669999(8.922 Acres of NCRR RoW)  
Acreage: Approximately 60.349 acres

The City Council, at their meeting on August 4, 2025, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place, and purpose of the meeting for September 8, 2025. The hearing was continued to the October 6, 2025 meeting. Pursuant to G.S. 160A-31, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the proposed annexation.

If the Council determines that the proposed annexation meets all the requirements of G.S. 160A-31, it has the authority to adopt an annexation ordinance.

Attached in the agenda packet is a report prepared by the Planning Department in conjunction with other departments, concerning the subject annexation area. All City services can be provided to the property.

It was recommended that Council continue the public hearing to November 3, 2025.

Mayor Gaylor opened the public hearing. No one spoke, and the public hearing was closed.

Mayor Pro Tem Jones made a motion to continue to the first meeting in November (November 3). The motion was seconded by Councilman Boyette and unanimously approved.

**5.2 Naming a New Street within the City of Goldsboro - Public Hearing**

The item was submitted and presented by Mark Helmer, Planning Services Manager.

A new road, designated U-5724, was constructed by NCDOT to serve properties after a road realignment relocated Central Heights Road to align with Royall Avenue.

This newly constructed road (U-5724) requires a name and addresses for postal delivery and emergency services.

The section of road runs from the intersection at Berkeley Boulevard South-Eastward, approximately 1,581 linear feet to its terminus.

The City is authorized to change street names within the city limits according to provision set forth in General Statutes. While the statutes are very general in nature, the City follows the same procedures used by the County in renaming streets. The following names have been presented for consideration in naming this new section of road.

- Yellow Poplar Road
- Riverbirch Road
- Sweetgum Road
- Hackberry Road
- Resilience Way

The proposed names have been sent to the County Planning Department to ensure that the proposed names would not result in any confusion as it relates to provision of emergency services. The County Planning Director has indicated that the County does not have any objection to the street names that have been proposed. City Fire and City Engineering indicated no issues with the request.

A Notice of Public Hearing was advertised in the newspaper for two consecutive weeks and all adjacent owners were notified of the hearing by mail. Planning staff recommend ‘Resilience Way’, based on received public opinion.

The Planning Commission reviewed the provided names at their regular meeting on September 29, 2025, and also recommended ‘Resilience Way’ as the name for the new street.

It was recommended that City Council approve the recommendation of staff and the Planning Commission, and adopt the Ordinance naming the street.

Mayor Gaylor opened the public hearing. The following citizen spoke:

1. Donald Faison from LaGrange shared that he is a property owner, and asked when they would be assigned an address.

No one else spoke, and the public hearing was closed.

Mr. Helmer shared that they have addresses and will be mailing a notification to the property owners tomorrow and hand-delivering letters to the tenants tomorrow. He also shared that soon after that, the street signs would go up, after the road is finished.

Councilman Boyette made a motion to accept the ordinance as presented. The motion was seconded by Mayor Pro Tem Jones and unanimously approved.

Councilman Boyette shared comments regarding Council working together with staff to get the issue resolved.

*ORDINANCE 2025 -39 "AN ORDINANCE NAMING A NEW STREET WITHIN THE CITY OF GOLDSBORO"*

**6. Public Comment Period**

Mayor Gaylor opened the public comment period and the following citizens spoke:

1. Raelyn Mosher shared concerns regarding issues with the new road off Berkeley Blvd. having no address or access. (Full comments are available on YouTube at 31:52.)
2. Candra Edwards thanked Council for moving things along with the new road off Berkeley Blvd. (Full comments are available on YouTube at 35:11.)
3. Donna Countryman shared photos of the Night to Shine fundraiser event and invited Council to the Dinner Variety Show fundraiser event on October 17th at First Baptist Church. (Full comments are available on YouTube at 37:10.)

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

**7. Consent Agenda**

*Approved as Recommended.* City Manager Matt Livingston presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and vote. Councilwoman Weeks moved the items on the Consent Agenda, Items 7.1 - 7.6 be approved. The motion was seconded by Councilman Boyette and a roll call vote resulted in all members voting in favor of the motion.

The items on the Consent Agenda were as follows:

**7.1 Annex-04-25 -CERTIFICATION OF SUFFICIENCY - Non-Contiguous (Satellite) Annexation Petition – Eagle’s Reach – Located on the south-west side of US Hwy 70 W, north side of Westbrook Ave, and on both sides of Isaac Smith Road**

The item was submitted by Mark Helmer, Planning Services Manager.

Tax Parcel #: 2617-13-0043

Acreage: Approximately 36.90 acres

The applicant is requesting that non-contiguous property described by the attached metes and bounds description be annexed into the City of Goldsboro. Maps showing the property

proposed to be annexed are attached as well. Pursuant to G.S. 160A-31, City Council shall fix a date for a public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk. Sufficiency requires the City Clerk to make the following findings:

1. The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city;
2. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
3. The area must be situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed 10% of the area within the primary corporate limits of the annexing city.

The City Council, at their meeting on October 6, 2025, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

Staff recommends that Council request that the City Clerk examines the annexation petition to determine its sufficiency. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*

**7.2 Annex-05-25 - CERTIFICATION OF SUFFICIENCY - Contiguous Annexation  
Petition – Joe Lionelli – Located at 1810 West New Hope Road, between  
Catherine Street and Twin Oaks Place**

The item was submitted by Mark Helmer, Planning Services Manager.

Tax Parcel #: 3600-97-4622  
Acreage: Approximately 2.19 acres

The applicant is requesting that contiguous property described by the attached metes and bounds description be annexed into the City of Goldsboro. Maps showing the property proposed to be annexed are attached as well. Pursuant to G.S. 160A-31, City Council shall fix a date for public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk. Sufficiency requires the City Clerk to make the following findings:

1. The petition contains an adequate property description and annexation plat of the area proposed for annexation.
2. The area described in the petition is contiguous to the City of Goldsboro primary corporate limits, as defined by N.C.G.S. 160A-31.
3. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
4. The applicant acknowledges that zoning vested rights have not been acquired pursuant to G.S. 160D-108 & 108.1.

The City Council, at their meeting on October 6, 2025, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

Staff recommends that Council request that the City Clerk examines the annexation petition to determine its sufficiency. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*



**7.3 Annex-06-25 - CERTIFICATION OF SUFFICIENCY - Non-Contiguous (Satellite) Annexation Petition – Tucker Trace – Located on the south side of Tommy’s Road, between US Hwy 117 N and Deans Lane**

The item was submitted by Mark Helmer, Planning Services Manager.

Tax Parcel #: 3601-50-3388

Acreage: Approximately 57.30 acres

The applicant is requesting that non-contiguous property described by the attached metes and bounds description be annexed into the City of Goldsboro. Maps showing the property proposed to be annexed are attached as well. Pursuant to G.S. 160A-31, City Council shall fix a date for a public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk. Sufficiency requires the City Clerk to make the following findings:

1. The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city;
2. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
3. The area must be situated so that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed 10% of the area within the primary corporate limits of the annexing city.

The City Council, at their meeting on October 6, 2025, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing will be scheduled and a report will be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

Staff recommends that Council request that the City Clerk examines the annexation petition to determine its sufficiency. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*

**7.4 Resolution Authorizing the Execution of the Pocket Park Agreement**

The item was submitted by April Choice, Director of Development Services.

The West Oak Pocket Park is an early action project under the Choice Neighborhoods Initiative, funded by a HUD grant to transform the West Oak neighborhood, in partnership with the Housing Authority of the City of Goldsboro (HACG). This initiative also aimed to create new housing, improve public spaces, and provide economic and educational opportunities in the area.

As a partner in the Choice Neighborhoods Initiative, the City of Goldsboro committed \$55,000 of CDBG funds to support the early action project selected as an outcome of the Choice Neighborhoods planning process. The City of Goldsboro advertised a request for proposals (RFP) for Design & Installation Services of the Neighborhood Pocket Park with a bid due date of November 21, 2024. Three proposals were received. A selection committee of City of Goldsboro and HACG staff reviewed the proposals, conducted interviews of the top 2 candidates, and using a rubric, selected Playtime Installers to carry out the project. HACG has a separate agreement with Playtime Installers for execution of the remainder of the project at \$123,000, totaling \$178,000.

The City of Goldsboro's agreement with Playtime Installers directs the \$55,000 portion of construction, to include necessary irrigation repair, site prep, landscaping materials and installation. The rendering of the pocket park design is attached, though some features in the final design will change slightly, including the opening in the fence, which will remain closed.

It was recommended that Council adopt the following entitled resolution authorizing the Mayor

to execute an agreement in the amount of \$55,000 with Playtime Installers for partial completion of the West Oak Pocket Park. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*

*RESOLUTION 2025 - 76 "RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE WEST OAK POCKET PARK"*

**7.5 Resolution Authorizing the City of Goldsboro to Accept the Rural Downtown Economic Development Grant for Goldsboro Union Station**

The item was submitted by Erin Fonseca, Downtown Development Director.

The City of Goldsboro has entered into an agreement with the NC Department of Commerce for a Rural Downtown Economic Development Grant in the amount of \$612,500 to support Goldsboro Union Station stabilization.

On January 6, 2025, Council adopted Resolution 2025-2 to authorize the Downtown Goldsboro Development Corporation to apply for a Rural Downtown Economic Development Grant and allow grant activities to be conducted at Goldsboro Union Station toward stabilization. The City was successfully awarded a grant in the amount of \$612,500. The resolution, however, did not clearly state that the funds would be directed to the City of Goldsboro. Upon advisement from the NC Department of Commerce, it was determined that a resolution for the City of Goldsboro to accept the funds should be adopted.

The grant agreement signed on March 24, 2025 by the City Manager and Kenny Flowers, then Assistant Secretary of Rural Economic Development, outlines the funding structure correctly, including a 5% match funded by the DGDC. A new resolution must be adopted by Council to accept the Rural Downtown Economic Development Grant, in the amount of \$612,500 for stabilization efforts at Goldsboro Union Station. The January 6, 2025 Resolution and the March 24, 2025 agreement are attached in the agenda packet for review.

It was recommended that Council adopt the following entitled resolution to accept the Rural Downtown Economic Development Grant for Goldsboro Union Station in the amount of \$612,500 and authorize the City Manager to execute the agreement. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*

*RESOLUTION 2025 - 77 "RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO ACCEPT THE RURAL DOWNTOWN ECONOMIC DEVELOPMENT GRANT IN THE AMOUNT OF \$612,500 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT"*

**7.6 Approval of Minutes of the Goldsboro City Council Meeting held September 22, 2025**

The draft minutes of the Regular Meeting of September 22, 2025 were presented for approval. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*

**8. Old Business**

**8.1 Adopting Pavement Preservation Program FY25/26**

Catherine Gwynn, Finance Director shared the presentation which was added as part of the agenda packet.

Detailed information was presented to City Council at the September 22nd Council Meeting for the FY25-26 Pavement Preservation Program. Recommended street sections were identified along with related Council districts, pavement condition ratings, proposed type of improvement, and estimated costs. The list in the agenda packet of streets is recommended for the FY25-26 Pavement Preservation Program. The selection of streets is based on ratings from the 2024 Pavement Condition Survey and economically centered around mobilization and stabilization of streets in proximity for reconstruction, rehab, crack seal, and/or micro surfacing. Mobilization and stabilization costs are greatly impacted if not taken into consideration when selecting street sections for pavement reconstruction and/or pavement improvements.

Funding for this project is included in the FY25-26 Street Paving Budget in the amount of \$1,212,700.

It was recommended that Council adopt the following entitled Resolution approving the street list and the FY25-26 Pavement Preservation Program.

Mayor Gaylor asked about street maintenance versus street paving referenced on slide 2. City Manager Livingston shared street maintenance is done in-house and includes pothole repair, curb cuts, street sweeping, etc.

Councilman Boyette shared that there were 10 years when there was no funding spent on paving, and that Council is trying to get the ship turned around.

Councilwoman Weeks made a motion to adopt the resolution as presented. The motion was seconded by Mayor Pro Tem Jones and unanimously approved.

*RESOLUTION 2025 - 78 "RESOLUTION APPROVING THE STREET LIST FOR THE FY25-26 PAVEMENT PRESERVATION PROGRAM"*

## **8.2 Consideration of Brownfield Grant Assessment with Mid-Atlantic Associates**

The item was submitted and presented by April Choice, Director of Development Services.

In the fall of 2024, the City of Goldsboro received a competitive \$500,000 EPA Brownfield Assessment Grant. The grant provides federal funding to identify and assess properties with potential hazardous substances, supporting their future redevelopment. The City Council approved the grant's acceptance at its meeting on July 14, 2025.

Brownfields are defined as real property, the expansion, development, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The primary objective of this project is to inventory, characterize, assess, conduct cleanup planning, and engage in community involvement activities related to brownfield sites within the City of Goldsboro, North Carolina. Following an open Request for Proposals (RFP) process, the Downtown Development and Development Services Departments evaluated submissions from eight qualified environmental professional (QEP) consultants. The selection committee has chosen Mid-Atlantic Associates, Inc. to be the consultant for the grant, based on its extensive qualifications and highly relevant experience.

Mid-Atlantic Associates is the ideal choice for this project due to its expertise and significant experience with EPA brownfield grants, particularly within North Carolina. Since its establishment in 1993, the Raleigh-based firm has successfully managed 24 EPA brownfield grants and overseen more than \$12.5 million in grant funding for communities across the state. The firm's deep understanding of EPA regulations, proven track record of successful audits, and experience in administering assessment, cleanup, and revolving loan fund grants demonstrate its comprehensive capability to manage all aspects of this project.

Mid-Atlantic Associates offers a unique combination of grant experience and specialized knowledge in brownfields redevelopment. The company has a demonstrated history of helping private developers reuse contaminated properties by working with stakeholders and navigating the state's Brownfields Program. Its proven ability to manage complex environmental studies, including Phase I and Phase II Environmental Site Assessments (ESAs), and to engage with communities, will be invaluable in identifying suitable sites for redevelopment in Goldsboro. By leveraging their extensive experience, the city can effectively use the grant to remove blight, spur economic development, and bring properties back into productive use. It was recommended that the City Council review and discuss the contract for QEP services with Mid-Atlantic Associates, Inc.

Ms. Choice introduced Nolen Barefoot, Senior Project Manager with Mid-Atlantic Associates. Mr. Barefoot shared the presentation attached as part of the agenda packet.

Mayor Pro Tem Jones asked what requirements are used to target areas, Mr. Nolen shared they would be seeking input from the city. After research on properties, Mid-Atlantic will come

back to Council to get a decision on which properties they are interested in assessing and wanting to redevelop.

City Manager Livingston shared that several contaminated areas have been identified. Mayor Gaylor asked when the company could start looking at potential sites. Mr. Nolen shared they could have a list this week.

Councilman Boyette made a motion to approve the resolution as presented. The motion was seconded by Mayor Pro Tem Jones and unanimously approved.

*RESOLUTION 2025 - 79 "RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR MID-ATLANTIC ASSOCIATES INC. TO PROVIDE TECHNICAL ASSISTANCE AND OVERSIGHT OF THE EPA BROWNFIELD ASSESSMENT GRANT"*

### **8.3 Consideration of a Design Build Agreement for the Goldsboro Union Station Stabilization Project**

The item was submitted and presented by Erin Fonseca, Downtown Development Director.

Joseph Franklin with T.A. Loving was also in attendance for any questions about the agreement.

The City of Goldsboro committed \$375,000 from a state grant appropriation to support the stabilization of Goldsboro Union Station, an effort that will cost a projected minimum of \$1.5M.

An RFQ for Design-Build Services was released January 17, 2025 with a due date of February 11, 2025. The City received three responses to the RFQ. A selection committee of city staff and project subject matter experts reviewed and evaluated the submittals individually, using a rubric. The selection committee discussed their scores to produce an average final score for each value. The team to receive the highest total score was the team led by TA Loving Construction Company and Michael Graves Design.

Upon negotiations with the team regarding fees, budget, schedule and scope of services, an agreement was prepared and approved by staff for City Council review. The attached agreement has been signed by TA Loving and is ready for execution by the City of Goldsboro. Phase 1 Design-Build Services will begin with a \$153,912 budget for design and engineering services, survey allowance, a subsurface investigative allowance, erosion control plan and stormwater management. The remaining balance of the \$221,088 of the City's \$375,000 commitment will be directed via Design Build Amendment after the initial design phase.

Upon approval to execute the contract, TA Loving will begin work, following the design phase milestone dates outlined in the agreement.

Staff recommends review and discussion of the Design-Build Agreement with TA Loving for Phase 1 Stabilization of Goldsboro Union Station.

Mayor Gaylor shared that this is something that we have discussed before and was budgeted.

Mayor Pro Tem Jones asked who would be reviewing the agreement. Ms. Fonseca shared that her staff has reviewed the agreement and she is the lead. She also asked about item 1.13 in the agreement which references timber and materials.

Mr. Franklin shared that they wanted to try to do their best by the standards of historical preservation to go through that process and that's one of the reasons they've hired Michael Graves Construction. They've done union stations in other cities, so that gives them an opportunity to utilize some materials that are going to be less costly, will meet historical criteria, and try to re-purpose and reuse some of the materials that are currently there.

Mayor Pro Tem Jones also asked if the Carolina Erosion Plan is part of phase one. Mr. Franklin stated it was part of phase one.

The agreement and resolution will be brought back to the next meeting.

#### **8.4 Update on Citizen Survey**

Octavius Murphy, Strategic and Community Initiatives Manager, shared the presentation attached as part of the agenda packet as an update on the citizen survey.

Councilwoman Matthews asked if Council could have access to engage residents who have been sent the survey. Mr. Murphy said he would discuss the request with ETC.

### **9. New Business**

#### **9.1 Approval of Resolution Accepting Grant Funding through the State and Local Government Cybersecurity Grant Program managed by NC Emergency Management.**

The item was submitted and presented by Scott Williams, Information Technology Director.

The City applied for the State and Local Government Cybersecurity Grant (SLCGP) in January 2025. Funding from the SLCGP helps eligible entities address cybersecurity risks and threats to information systems owned or operated by the City. The purpose of this request is to set up a full compliance platform for threat visibility, remediation protocols, manage policies and procedures and track improvements. This will allow the staff to discover any gaps in coverage through testing, improve response through managed desktop exercises and remediate any issues before they cause a problem. The grant is a 70/30 matching grant, and the city has been awarded \$58,275. The matching funds of \$24,975 are already in the IT budget for this FY. The Finance Director will do a budget amendment, for City Council for approval, to pick up the grant funds.

It was recommended that the City Council adopt the following entitled resolution accepting the \$58,275 in grant funding from NC Emergency Management.

Mayor Gaylor shared he feels very strongly about cybersecurity.

Councilwoman Weeks made a motion to adopt the resolution accepting the grant funds through the NC Office of Emergency Management. The motion was seconded by Mayor Pro Tem Jones and unanimously carried.

*RESOLUTION 2025 – 80 "RESOLUTION ACCEPTING GRANT FUNDS THROUGH THE NORTH CAROLINA OFFICE OF EMERGENCY MANAGEMENT"*

### **10. City Manager's Report**

City Manager Livingston shared the comments attached in the agenda packet as his City Manager's Report.

### **11. Mayor and Councilmembers' Comments**

Councilman Boyette reminded everyone about National Night Out, shared that this is Fire Prevention Week and shared when you see a fire truck coming, to move out of the way. He also thanked all city employees.

Councilwoman Taylor had no comment.

Mayor Pro Tem Jones shared it was an honor to attend the Delta Sorority's 60th anniversary event over the weekend. She asked the community to rally around the anti-bullying campaign. She also shared comments about Red Ribbon Week and Breast Cancer Awareness Month. She also thanked city employees.

Councilwoman Matthews had no comment.

Councilwoman Weeks shared Council looks forward to seeing everyone tomorrow night at National Night Out. She thanked the Mayor and Council for the Breast Cancer Awareness Month Proclamation and shared that early screening and education is key.

Councilman White thanked the city for tearing down a duplex on Berkeley Boulevard. He shared that on November 15 at Wayne Community College there would be a Stop the Bleed Class sponsored by the Kappas and that registration is available online. He shared the Apha Kappa Alpha Sorority as well as Kappa Alpha Si and the Gold Wayne Alumni chapter of Winston-Salem State University, took 26 people up to Winston-Salem State this weekend for an open house visit.

Mayor Gaylor shared that his family is participating in baseball and soccer and after finishing leaving a soccer game, noticed three officers coaching a flag football team and commended those officers for investing in kids. He shared he would see everyone for National Night Out. He also shared that the Deltas had a fantastic anniversary event on Saturday and that St. James AME Zion Church is celebrating 160 years and he is looking forward to celebrating on the date of that anniversary.

**12. Adjournment**

There being no further business, Mayor Gaylor adjourned the meeting at 7:12 p.m.

\_\_\_\_\_  
Charles Gaylor, IV  
Mayor

\_\_\_\_\_  
Laura Getz  
City Clerk



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Departmental Monthly Reports

**DEPARTMENT:** City Manager's Office

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**BACKGROUND:**

Each month, city department directors submit their monthly report. These reports are submitted only as information.

**DISCUSSION:**

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Sakeithia Reece

Laura Getz

Matthew Livingston

City of Goldsboro  
Departmental Monthly Reports  
September 2025

1. Development Services
2. Downtown Development
3. Engineering
4. Finance
5. Fire
6. Human Resources
7. Information Technology
8. Paramount Theater
9. Police
10. Public Utilities
11. Public Works



## DEVELOPMENT SERVICES

September Monthly Report

April Choice  
Development Services Director

# Planning Department

## Monthly Report – September 2025

### **MPO Division Activities**

- Conducted monthly meetings with NCDOT
- Coordination with Wayne Executive Jetport for new Aviation projects
- Coordinated reimbursement procedures with Procurement (5303-Transit)
- Attended NC Transportation Summit in Raleigh
- Coordination for upcoming project submittal as part of Prioritization 8 (P.8) to NCDOT
- Coordination with Project Engineers for Express Designs for projects

### **Historic Preservation Activities**

- Drafting proposed revision to the HDC “Design Guidelines” for compliance with 160D
- CA-09-25 Saint Paul Methodist Church 204 E. Chestnut Street, tower removal and redesign (Postponed)

### **Planning Division Activities**

- City Council Meeting – September 8, 2025
- Conducted Planning Commission/Board of Adjustment Meeting on September 29, 2025
- Special Called Planning Commission Meeting set for October 9, 2025
- Ongoing work on Elevate Goldsboro Comprehensive Land Development plan
- Technical Review Committee; Next meeting set for October 30, 2025
- Attended UNC School of Government leadership training and Zoning Training
- Consulted with various developers concerning upcoming projects – Performed Site Inspections
- Completed modernization of all planning and zoning applications forms – New forms are now online
- Further development of BMP for housing condemnations
- Developing methods for conducting updated annual survey of dilapidated structures.
- Continued work on HDC Design Standards update
- Continued work on the application for Certified Local Government
- Ongoing work on annexation and rezoning requests
- Street name and addressing of new street associated with U-5724

### **New Arrivals**

- RZ-03-25 R-16 to GB 2606 North William Street
- RZ-04-25 I2 to GB & I2 1409 West Grantham Street
- SU-7-25 Place of Entertainment 2606 N Williams Street
- SU-09-25 Convenience Store 1515 East Ash Street
- SP-24-25 Mini Storage 2539 East Ash Street
- SP-25-26 Daycare Addition 2806 East Ash Street

### **Ongoing cases**

- SP-18-25 New Hope Village 74-unit multifamily development near 600 block of East New Hope Road

### **Recently approved**

- SP-03-25 SRM Concrete Plant – 501 Patetown Rd
- SP-17-25 WCC pine Bldg Reno 3000 Wayne Memorial drive
- SP-19-25 Daniels and Daniels 3550 square foot off 178 NC Hwy 111 South
- SP-20-25 WCDS Locker Room Addition at 480 Country Day Road
- SP-21-25 Turner Tank Manufacturing Facility to be located at 903 S. George St.
- SP-22-25 Sivad Construction Flood damaged rehab of 10-unit multi-family at 900 Hopkins St.
- SP-23-25 Ronald Whitley New Residential duplex, within 100-year flood plain, located on Olivia Lane
- SP-15-25 O'Reilly Automotive 195 S NC Hwy 111

### **Historic Commission meeting September 2, 2025**

- Historic Preservation Design Guidelines and Certified Local Government (CLG) update
- Properties in the Historic District that have Protective Covenants

### **City Council meeting September 8, 2025**

- ANX-02-25 Idlewild Subdivision contiguous annexation hearing
- ANX-03-25 COG Property @ Stoney Creek contiguous annexation hearing

### **Planning Commission meeting September 29, 2025**

- CZ-03-25 Eagles Reach Subdivision 171 unit Townhouse Subdivision on Issac Smith Road.
- CZ-04-25 Tucker Trace Subdivision 174 Townhouse Subdivision on Tommy's Road
- CZ-06-25 Borden Mills 138 unit apartments N. William Street – Continued to Oct 9<sup>th</sup> Special Meeting
- CZ-07-25 Community Technical Assistance. 2 Triplex infill lots at 311 Wilmington Ave – Continued to Oct 9<sup>th</sup> Special Meeting
- Street name and addressing of new street associated with U-5724

### **City Council meeting set for October 6, 2025**

- ANX-03-25 COG Property @ Stoney Creek contiguous annexation hearing (postponed from 9/8)
- ANX-04-25 Eagles Reach Subdivision request order to investigate sufficiency of petition.
- ANX-05-25 Tucker Trace Subdivision request order to investigate sufficiency of petition
- ANX-06-25 1810 W New Hope Road request order to investigate sufficiency of petition
- Street name and addressing of new street associated with U-5724

### **Historic Commission meeting October 7, 2025**

- CA-09-25 Saint Paul Methodist Church 204 East Chestnut Street, bell tower removal & redesign (Postponed)
- CA-04-25 JB Rhodes 112 East Walnut Street

### **Planning Commission meeting October 27, 2025**

- BOA-03-25 Building Setback Variance 249 Hillcrest Lane
- RZ-03-25 R-16 to GB 2606 North William Street
- RZ-04-25 I2 to GB & I2 1409 West Grantham Street
- RZ-5-25 Lexington Ave R-6 to RM-9

**City Council meeting set for November 3, 2025**

- CZ-03-25 Eagles Reach Subdivision 171 unit Townhouse Subdivision on Issac Smith Road
- CZ-04-25 Tucker Trace Subdivision 174 Townhouse Subdivision on Tommy's Road
- CZ-06-25 Borden Mills 138 unit apartments N. William Street
- CZ-07-25 Community Technical Assistance 2 Triplex infill lots at 311 Wilmington Ave
- SU-11-25 120 Kelly Drive – Accessory Building
- ANX-04-25 Eagles Reach Subdivision request - Set Public Hearing
- ANX-05-25 Tucker Trace Subdivision request - Set Public Hearing
- ANX-06-25 1810 W New Hope Road request - Set Public Hearing

**Minimum Housing Division**

- Found new contractor to assist with the backed up boarding up and securing of properties
- Advocated for a resident in The Reserve at Bradbury to get them relocated to a new unit
- Attended Fire Prevention Training regarding updates to the residential and commercial fire code
- Working on a plan to clean and develop the Casey Mobile Home Park and its surrounding properties
- Conducted water inspections

**Enforcement Division**

- Prepared code enforcement activity report by voter district

|                                                          | Jan.<br>2025 | Feb.<br>2025 | Mar.<br>2025 | Apr.<br>2025 | May<br>2025 | June<br>2025 | July<br>2025 | Aug.<br>2025 | Sept<br>2025 | Oct.<br>2025 | Nov.<br>2025 | Dec.<br>2025 | Totals      |
|----------------------------------------------------------|--------------|--------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|
| Overgrown<br>/Unsightly lots<br>abated by<br>enforcement | No<br>Report | No<br>Report | No<br>Report | No<br>Report | 146         | 83           | 78           | 100          | 89           |              |              |              | <b>496</b>  |
| Overgrown lots<br>mowed by<br>Property Owner             | No<br>Report | No<br>Report | No<br>Report | No<br>Report | 49          | 47           | 36           | 36           | 50           |              |              |              | <b>218</b>  |
| Signs<br>Removed                                         | 62           | 33           | 383          | 97           | 196         | 117          | 105          | 171          | 250          |              |              |              | <b>1414</b> |
| Bags Of Trash<br>Removed                                 | 28           | 29           | 81           | 17           | 136         | 53           | 87           | 95           | 120          |              |              |              | <b>646</b>  |
| Bulk Trash<br>Pickups                                    | 14           | 17           | 55           | 27           | 72          | 50           | 71           | 69           | 74           |              |              |              | <b>449</b>  |
| Complaints<br>Addressed                                  | 24           | 29           | 65           | 21           | 234         | 104          | 141          | 111          | 141          |              |              |              | <b>870</b>  |
| Calls<br>Answered                                        | 47           | 31           | 129          | 31           | 243         | 78           | 141          | 97           | 135          |              |              |              | <b>932</b>  |
| Nuisance<br>Vehicles<br>Tagged                           | 16           | 15           | 58           | 27           | 18          | 7            | 22           | 10           | 25           |              |              |              | <b>198</b>  |
| Vehicles<br>Removed<br>Voluntarily                       | 8            | 5            | 77           | 36           | 34          | 8            | 13           | 7            | 18           |              |              |              | <b>206</b>  |
| Vehicles<br>Towed                                        | 1            | 1            | 2            | 0            | 5           | 1            | 2            | 3            | 0            |              |              |              | <b>15</b>   |
| Trash Fines<br>Collected (\$)                            | 0            | 0            | 0            | 0            | 0           | 0            | 0            | 0            | 0            |              |              |              | <b>0</b>    |



## INSPECTIONS

**SEPT 2025**

Prepared By: Allen Anderson, Jr.

Date Prepared 10.03.2025

**The valuation of all permits issued** (Residential, Commercial, & Miscellaneous) for Sept totaled \$30,959,666.

*New Residential permits are included in this valuation.*

**Significant projects in Sept:** Building permits were issued for a Royal Farms #565 with a value of \$3.4M, and Abbot Crossing Apartments, which includes 3 separate buildings for a total value of \$14.1M. Wayne Community College started a \$6.6M renovation project and Wayne County Day School started a \$51K renovation project. (3) new single family residences have been permitted for a value of \$335k.

**The valuation of all building projects** (Residential & Commercial, new & reno) totaled \$25,297,708.

*Miscellaneous permits (plumbing, mechanical, electrical, fire, etc.) are not included.*

**All permit fees collected** for the month totaled \$61,061. Of the permit fees collected for the month, \$3957 was collected in technology fees. Plan review fees collected during the month totaled \$1925. ~~Business Registration fees collected totaled \$.~~

**The Inspectors** did a total of 704 inspections for the month. During the month of Sept, (9) business inspections were completed. A total of 286 permits were issued for the month. (89) plan reviews were completed for Sept.

| 2025                   | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG   | SEP    | OCT | NOV | DEC | avg |
|------------------------|--------|--------|--------|--------|--------|--------|--------|-------|--------|-----|-----|-----|-----|
| All Permit Value \$(M) | \$7.8  | \$10.1 | \$23.8 | \$11.9 | \$27.5 | \$13.4 | \$23.1 | \$7.8 | \$31   |     |     |     |     |
| All Bldgs Value \$(M)  | \$4.8  | \$8.1  | \$20.7 | \$7.8  | \$20.1 | \$5.9  | \$21   | \$2.5 | \$25.2 |     |     |     |     |
| New Residential \$(M)  | \$1.4  | \$2.9  | \$1.9  | \$1.3  | \$1.4  | \$0.5  | \$2.6  | \$0.8 | \$0.3  |     |     |     |     |
| Misc \$(M)             | \$3.0  | \$1.9  | \$3.1  | \$4.1  | \$7.4  | \$7.4  | \$2.2  | \$5.3 | \$5.7  |     |     |     |     |
| Permit Fee \$(K)       | \$39.0 | \$36.0 | \$63.8 | \$57.1 | \$63   | \$35   | \$77   | \$44  | \$61   |     |     |     |     |
| Inspections (#)        | 676    | 592    | 800    | 1011   | 929    | 802    | 600    | 636   | 704    |     |     |     |     |
| Permits (#)            | 304    | 262    | 370    | 460    | 416    | 316    | 283    | 279   | 286    |     |     |     |     |
| Plan Reviews (#)       | 50     | 24     | 69     | 54     | 86     | 40     | 33     | 71    | 89     |     |     |     |     |

| 2024                    | Jan    | Feb    | Mar    | Apr    | May    | Jun    | Jul    | Aug   | Sept   | Oct   | Nov   | Dec    | Avg    |
|-------------------------|--------|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|--------|--------|
| All Permit Valu. \$ (M) | \$21.3 | \$7.5  | \$5.7  | \$17.5 | \$10.3 | \$12.9 | \$11.9 | \$7.9 | \$10.9 | \$7.7 | \$5.0 | \$11.8 | \$10.9 |
| All Bldgs Valu. \$ (M)  | \$11.4 | \$3.8  | \$2.5  | \$11.7 | \$7.7  | \$9.7  | \$5.7  | \$3.4 | \$9.0  | \$5.2 | \$3.1 | \$9.5  | \$6.9  |
| New Residential \$ (M)  | \$3.0  | \$898K | \$624K | \$870K | \$1.1  | \$2.3  | \$1.9  | \$1.5 | \$4.0  | \$3.0 | \$2.0 | \$3.3  | \$2.0  |
| Misc \$ (M)             | \$10.0 | \$3.6  | \$3.2  | \$5.8  | \$2.6  | \$3.2  | \$6.1  | \$4.5 | \$2.0  | \$2.5 | \$1.9 | \$2.3  | \$4.0  |
| Permit Fee \$ (K)       | \$53   | \$65   | \$38   | \$43   | \$48   | \$36   | \$63   | \$32  | \$45   | \$44  | \$30  | \$34   | \$44   |
| Inspections             | 798    | 741    | 918    | 738    | 735    | 740    | 875    | 834   | 891    | 691   | 649   | 763    | 781    |
| Permits Issued          | 361    | 295    | 301    | 383    | 337    | 319    | 781    | 315   | 300    | 375   | 272   | 337    | 365    |
| Plan Reviews            | 68     | 68     | 45     | 24     | 45     | 64     | 90     | 54    | 63     | 74    | 20    | 58     | 56     |

**COMMUNITY RELATIONS & DEVELOPMENT DEPARTMENT**

**September 2025**

**Prepared by: Krystal Fuller, Community Relations & Development Specialist**

**Date Prepared: October 9, 2025**

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- The Commission on Community Relations and Development (CCRD) was cancelled due to lack of quorum.
- The Mayor's Committee for Persons with Disabilities (MCPD) met for a regularly scheduled meeting on September 18, 2025.

**Community Relations Activities:**

1. Mayor's Committee for Persons with Disabilities' transition to Parks and Recreation is still being coordinated; Krystal will still act in an advisory capacity only. Meeting held with Parks and Recreation to go over MCPD transition.
2. Commission on Community Relations and Development is transitioning to Community and Strategic Initiatives. Krystal is still assisting, to help in a smooth transfer. Met with Octavius to go over CCRD presentation, and other vital records/programs.
3. Staff attended the Region 10 Coordinated Entry Meeting on September 3<sup>rd</sup> and 17th.
4. Staff attended C.A.L.M. Board of Directors meeting September 9th.
5. Staff attended and participated in 4 Wellness Committee Events.
6. Staff Attended Safety Committee Meeting

**Community Development Activities:**

1. Staff held a presentation for Down Payment Assistance for the Realtors Association of Wayne County
2. Staff attended Housing Revitalization Task Force Meeting.
3. CDBG Home Rehabilitation continues the projects of the first 6 homes and two contractors (Hamvis Properties and Shepherds' Response). Worked closely with the Inspections Division to complete several site visits to review the projects and address any code/work issues. Six meetings with contractors for weekly updates.
4. Staff from Community Relations & Development and Parks & Recreation continue to work with the selected vendor to purchase ADA pool lifts for Mina Weil and Peacock Pools. Net 30 applications are approved, and PO is being processed.
5. Staff met with Chrysalis Research and Consulting Group 3 times to work on Consolidated Plan 2025-2029 and Annual Action Plan 2025-2026 required amendments.
6. Staff engaged in 4 HUD Consultations, focusing on large-scale projects and the 2025-2029 Consolidated and FY 2025-2026 Action Plans.
7. Staff attended 2 closing calls in preparation calls for the Abbott Crossing Development project, staff attended ribbon cutting for Wallick's Abbott Crossing Development.
8. Staff are actively working with Procurement and DGDC to expend the allotted CDBG funds for the Pocket Park (Choice Neighborhood).
9. Staff attended 3 meetings for Website Design/ Design Committee
10. Staff attended 1 "All Hands-on Deck" Development Services Meeting
11. Staff had 3 meetings with the Tim Wood/Procurement Manager.
12. Staff submitted final documentation into DRGR for "Herman Park Demolition Grant". (Parks and Recreation Project)

The Department received one (1) complaint and nineteen (17) requests for assistance for the month of August  
 \*Please refer to the Community Relations & Development Addendum for a detailed summary.

| <b>2025 Complaints</b> | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | AVG |
|------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| Complaints             | 0   | 0   | 0   | 2   | 2   | 0   | 0   | 1   | 1    |     |     |     | 0   |
| Other Requests         | 28  | 19  | 25  | 21  | 15  | 10  | 15  | 19  | 17   |     |     |     | 14  |

| <b>2024 Complaints</b> | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | AVG |
|------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| Complaints             | 2   | 0   | 1   | 2   | 1   | 2   | 1   | 0   | 2    | 3   | 0   | 2   | 1   |
| Other Requests         | 18  | 17  | 16  | 22  | 22  | 19  | 18  | 30  | 26   | 34  | 13  | 10  | 20  |

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

- Met with (or conversed by email/phone) 12 potential new property acquisition projects/persons and/or business interest regarding downtown and existing owners.
- Union Station stabilization efforts continued – TA Loving completed the final AIA draft and shared with COG for review by City Attorney and procurement manager. The contract will go before Council in October. As a reminder, the project will begin with \$375,000 city contribution through the 2024 state budget appropriation. COG/DGDC awarded the Rural Downtown Economic Development grant in the amount of \$612,500 for the GUS Stabilization project. Fee proposal has been divided into 3 phases.
- Staff continuing to work through the Choice Neighborhoods Early Action Project. Environmental Assessment has been completed by Pilot environmental and the report is going through the HUD approval process. Once complete, contracts can be signed and funding can be accessed. Anticipated completion date is Dec. 2025.
- Staff selected a firm to execute the EPA Brownfields Assessment grant, in the amount of \$500,000, and conducted an in-person interview prior to finalizing the selection. The firm, Mid-Atlantic will oversee the selection of priority properties for assessment and carryout the grant process, in conjunction with COG.
- Staff is continuing regular discussions with Development Services Director and Public Works Director to determine improvements in waste management service and policies in the Central Business District. Reducing roll outs and private refuse services will allow the City to better manage commercial and residential refuse in the future.
- Staff prepared a presentation for Department Heads to be given in September regarding Placer AI data analytics tool, Staff continues to work with departments to provide guidance and best practice recommendations.
- Cont'd working towards vacancy and blight reduction through enforcement/suggested ordinance updates. DGDC is assisting with inventory of properties based on condition, in preparation for updated ordinances/enforcement measures. The goal is to address blight in commercial properties in the CBD, working towards eliminating signs of vacancy and deterioration.

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

- New hire process for Marketing & Events Specialist started their position on September 3.
- Completed the Public Art selection process and contract prep. New pieces installed on September 19<sup>th</sup>.
- Gold/Blue Star Memorial event – Sept. 3<sup>rd</sup>.
- Staff adopted a new WIX site through NC Main Street and rolled out on August 15<sup>th</sup>. Continued edits to the business/property directory.
- NC Freedom Fest – planning support and day-of assistance in a very successful event - Sept. 6<sup>th</sup>.
- Other Meetings: Chamber of Commerce Board Meeting, Leadership Wayne Regents Meeting, NCDDA Board

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

- Hometown Heroes banners installed. Program extended after significant interest for new banners.
- James & Pine Black Business District meeting to discuss upcoming event presence/visibility.
- Monthly meetings for NC Freedom Fest, Cultural Arts District and Black Business District Sub-Committee.
- DGDC Committees (Design, EV, Promotions, Merchants & Executive) on Sept. 9<sup>th</sup>, 11<sup>th</sup>, 17<sup>th</sup>, and DGDC Board

**Upcoming Events/Activities:**

- HUB Events: Fall Movie Nights, Downtown Trick-or-Treating, Downtown Lights Up

**Businesses Opening/Properties Purchased & Other Updates**

- New Businesses: American Reverie at 104 E Mulberry; Coming Soon: Wood Cycles Relocation to 305 N Center, Round-A-Bout Books at 106 S Center St
- Downtown Goldsboro's Facebook page April analytics: 19K Followers, 105K reach, 311K Views

**ENGINEERING DEPARTMENT  
SEPTEMBER 2025**

**Prepared by: Jonathan Perry**

**Date Prepared: 10-10-25**

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**Stoney Creek Greenway**

- The greenway extends from Royall Avenue to Quail Park along Stoney Creek approximately 1,600 linear feet;
- Staff is working on project closeout with NCDOT.

**Mount Olive Pickle Expansion**

- Phase III is under construction. This project is 80% complete.

**Stormwater Control Measure (SCMs) Inspections**

- Approximately 308 SCMs have been approved and 258 SCMs have been constructed to date;
- The Stormwater Administrator position has been filled with October 1<sup>st</sup> being the projected date of hire. This position will have the responsibility of managing the City's SMP.

**Wayne County Utility Merger/Regionalization Feasibility**

- MRF Part B is underway by CDM Smith, Inc.;
- Following completion of MRF Part B, CDM Smith, Inc. will submit a detailed implementation plan for a Regional Sewer System, including evaluating options for financial and asset consolidation.

**2" Galvanized Water Line Project**

- Staff has adjusted the scope of this project to reduce the bid amount of \$6,920,250 to match the NCDWI grant amount of \$5,999,395.
- A preconstruction conference was held on Tuesday, September 9<sup>th</sup>;
- The Notice to Proceed date has been scheduled for December 1, 2025.

**SJAFB MAG Meter**

- The Wooten Company has completed the SCADA integration and electrical design;
- A bid opening was held on Tuesday, September 9<sup>th</sup>;
- Negotiations on the one sealed bid received are under discussion by City staff.

**Elmwood Terrace Big Ditch Stream Restoration**

- Staff is working to secure new funding for this project.

**WRF Plant Expansion**

- Staff is working with Crowder Construction/Hazen and Sawyer on finalizing contracts for the WRF Expansion Project.

**Big Ditch Sewer**

- Staff is working on preparation of plans for this project.

FINANCE  
SEPTEMBER 2025  
Prepared By: Andrea Lovelace  
Date Prepared: October 11, 2025

|                        | <b><u>FY 24-25</u></b> |                        | <b><u>FY 25-26</u></b> |                  |
|------------------------|------------------------|------------------------|------------------------|------------------|
|                        | <b>Actual to Date</b>  |                        | <b>Actual to Date</b>  | <b>YTD %</b>     |
| <b>Revenues</b>        | <b>August-24</b>       | <b>Adjusted Budget</b> | <b>August-25</b>       | <b>Collected</b> |
| General Fund           | \$ 3,198,805           | \$ 62,056,726          | \$ 4,392,915           | 7.08%            |
| Utility Fund           | 4,057,787              | 34,983,406             | 4,139,656              | 11.83%           |
| Downtown District Fund | 3,634                  | 126,121                | 2,878                  | 2.28%            |
| Occupancy Tax Fund     | 170,301                | 1,359,379              | 189,089                | 13.91%           |
| Stormwater Fund        | 278,202                | 2,577,584              | 281,125                | 10.91%           |
| Total                  | \$ 7,708,728           | \$ 101,103,215         | \$ 9,005,663           | 8.91%            |
| <b>Expenditures</b>    |                        |                        |                        |                  |
| General Fund           | \$ 9,687,231           | \$ 62,056,726          | \$ 8,653,834           | 13.95%           |
| Utility Fund           | 3,095,611              | 34,983,406             | 2,371,559              | 6.78%            |
| Downtown District Fund | 1,857                  | 126,121                | 1,749                  | 1.39%            |
| Occupancy Tax Fund     | 55,838                 | 1,359,379              | 69,514                 | 5.11%            |
| Stormwater Fund        | 519,474                | 2,577,584              | 326,984                | 12.69%           |
| Total                  | \$ 13,360,010          | \$ 101,103,215         | \$ 11,423,638          | 11.30%           |

| <b>MAJOR CATEGORIES</b>  |                        |                        |                        |                  |
|--------------------------|------------------------|------------------------|------------------------|------------------|
|                          | <b><u>FY 24-25</u></b> |                        | <b><u>FY 25-26</u></b> |                  |
| <b>Revenues</b>          | <b>Actual to Date</b>  |                        | <b>Actual to Date</b>  | <b>YTD %</b>     |
|                          | <b>August-24</b>       | <b>Adjusted Budget</b> | <b>August-25</b>       | <b>Collected</b> |
| Property/Occupancy Taxes | \$ 909,722             | \$ 28,697,215          | \$ 1,328,132           | 4.63%            |
| Charges for Services     | 5,155,026              | 33,568,466             | 5,280,767              | 15.73%           |
| Revenue Other Agencies   | (21,805)               | 18,307,491             | -                      | 0.00%            |
| Other Revenues           | 631,004                | 7,138,260              | 1,316,119              | 18.44%           |
| Fund Balance             | -                      | 9,069,205              | -                      | 0.00%            |
| Shared Services          | 1,034,781              | 4,322,578              | 1,080,645              | 25.00%           |
| Total                    | \$ 7,708,728           | \$ 101,103,215         | \$ 9,005,663           | 8.91%            |
| <b>Expenditures</b>      |                        |                        |                        |                  |
| Labor                    | \$ 5,334,011           | \$ 45,690,530          | \$ 5,631,499           | 12.33%           |
| Non-Labor                | 8,025,999              | 55,412,686             | 5,792,140              | 10.45%           |
| Total                    | \$ 13,360,010          | \$ 101,103,215         | \$ 11,423,638          | 11.30%           |

| <b>SELECTED OTHER INFORMATION</b> |                        |                  |                        |
|-----------------------------------|------------------------|------------------|------------------------|
|                                   | <b><u>FY 24-25</u></b> | <b>Actual</b>    | <b>Total</b>           |
| <b>Collections</b>                | <b>Actual</b>          | <b>August-25</b> | <b>Collected F-YTD</b> |
| Debt Setoff                       | \$ 23,024              | \$ 453           | \$ 3,033               |
| Surplus                           | \$ 111,374             | \$ -             | \$ -                   |

*Catherine F. Gwynn*

**Monthly Cash & Investment Report**  
**September 30, 2025**

|                                           | Current Month    |                  | Prior Month      |                   | Prior Year |  |  |  |
|-------------------------------------------|------------------|------------------|------------------|-------------------|------------|--|--|--|
| Financial Institution                     | 9/30/2025        | 8/30/2025        | 9/30/2024        | Investment Income | APY        |  |  |  |
| PNC - General Operating                   | \$ 8,534,013.84  | \$ 2,829,516.08  | \$ 4,979,677.26  | \$ -              |            |  |  |  |
| PNC - Money Market                        | \$ 30,414,315.03 | \$ 28,438,344.10 | \$ 21,844,134.61 | \$ 75,970.93      | 3.18%      |  |  |  |
| PNC - Debit Account                       | \$ 1,773.40      | \$ 859.31        | \$ 1,474.58      | \$ -              |            |  |  |  |
| Southern Bank - CD                        | \$ -             | \$ -             | \$ 635,674.61    | \$ -              |            |  |  |  |
| NCCMT - 2025 Rolling Stock                | \$ 1,031,490.82  | \$ 6,850,292.95  | \$ -             | \$ 10,243.74      |            |  |  |  |
| NCCMT - MM - Regular                      | \$ 5,059,916.55  | \$ 5,041,906.85  | \$ 4,845,539.31  | \$ 17,265.89      |            |  |  |  |
| Truist MMA                                | \$ 27,895,590.54 | \$ 27,836,059.07 | \$ 27,755,416.24 | \$ 59,531.47      | 2.52%      |  |  |  |
| Truist (BB&T) - Escrow FY23 Rolling Stock | \$ -             | \$ -             | \$ 2,380,582.29  | \$ -              |            |  |  |  |
| Webster (Sterling National Bank) - Escrow | \$ -             | \$ -             | \$ 343,646.63    | \$ -              |            |  |  |  |
| Totals                                    | \$ 72,937,100.18 | \$ 70,996,978.36 | \$ 62,786,145.53 | \$ 163,012.03     |            |  |  |  |





**Donations Received Report**  
**Fiscal Year 2025-26 Totals**  
**Quarter Ending 9/30/2025 & Fiscal Year Ending 6/30/2026**

| Fund Name                     | Date      | From                                    | For                                         | Amount       |
|-------------------------------|-----------|-----------------------------------------|---------------------------------------------|--------------|
| <b>FY25-26</b>                |           |                                         |                                             |              |
| Police-Other Restricted Funds | 8/5/2025  | Big Will's Towing                       | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 8/12/2025 | Pat Pearce                              | Police Services                             | \$ 51.00     |
| Police-Other Restricted Funds | 8/18/2025 | Mt Olive Pickle Co                      | Police Services (Shop with a Cop)           | \$ 2,500.00  |
| Police-Other Restricted Funds | 8/18/2025 | Canvas Christian Church                 | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 8/27/2025 | Nova Construction                       | Police Services (Shop with a Cop)           | \$ 125.00    |
| Police-Other Restricted Funds | 8/27/2025 | Dr. O.R. Stovall, III                   | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 8/27/2025 | Liberty First                           | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 8/27/2025 | Legacy Builder LLC                      | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 8/27/2025 | Dr. Christopher Griffin                 | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 8/27/2025 | Goldsboro Builders Supply               | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 9/3/2025  | Dr. Jessie L Tucker III                 | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 9/3/2025  | Seegars Fence Company                   | Police Services (Shop with a Cop)           | \$ 2,500.00  |
| Police-Other Restricted Funds | 9/3/2025  | Juliet Jones                            | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 9/3/2025  | Three Owl, Inc                          | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 9/3/2025  | Craig Bryant-Fidelity Brokerage Svcs    | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 9/4/2025  | Pat Pearce                              | Police Services                             | \$ 50.00     |
| Police-Other Restricted Funds | 9/9/2025  | Christopher Mark Desentz Jr             | Police Services (Shop with a Cop)           | \$ 125.00    |
| Police-Other Restricted Funds | 9/9/2025  | Justin M. Perry                         | Police Services (Shop with a Cop)           | \$ 125.00    |
| Police-Other Restricted Funds | 9/9/2025  | Elm Grove Church Ministries             | Police Services (Shop with a Cop)           | \$ 250.00    |
| Police-Other Restricted Funds | 9/9/2025  | Deuces Saloon                           | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 9/9/2025  | Steven Ryan Sutton                      | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 9/12/2025 | Barber & Webster PLLC                   | Police Services (Family Fun Night))         | \$ 100.00    |
| Police-Other Restricted Funds | 9/16/2025 | T A Loving Company                      | Police Services (Shop with a Cop)           | \$ 500.00    |
| Police-Other Restricted Funds | 9/23/2025 | Laughing Owl Restaurant                 | Police Services (COP-Community Oriented Po  | \$ 100.00    |
| Police-Other Restricted Funds | 9/23/2025 | Benevolent & Protective Order of Elks   | Police Services (COP-Community Oriented Po  | \$ 500.00    |
| Fire Special Revenue Fund     | 8/18/2025 | Deacon Jones                            | Fire Services (Appreciation Banquet)        | \$ 1,000.00  |
| Fire Special Revenue Fund     | 8/18/2025 | Seymour Funeral Home & Cremation        | Fire Services (Appreciation Banquet)        | \$ 2,000.00  |
| Fire Special Revenue Fund     | 8/19/2025 | Nackley Chiropractic, PA                | Fire Services (Appreciation Banquet)        | \$ 150.00    |
| Fire Special Revenue Fund     | 8/26/2025 | Howell Funeral Home & Crematory, Inc    | Fire Services (Appreciation Banquet)        | \$ 1,000.00  |
| Fire Special Revenue Fund     | 9/3/2025  | Freddy King                             | Fire Services (Appreciation Banquet)        | \$ 300.00    |
| Fire Special Revenue Fund     | 9/3/2025  | Dream Makers                            | Fire Services (Appreciation Banquet)        | \$ 50.00     |
| Fire Special Revenue Fund     | 9/3/2025  | The Mid-Atlantic Foundation/Weil Family | Fire Services (Appreciation Banquet)        | \$ 1,000.00  |
| Fire Special Revenue Fund     | 9/3/2025  | Atlantic Eye Optometric Svcs, P.A.      | Fire Services (Appreciation Banquet)        | \$ 250.00    |
| Fire Special Revenue Fund     | 9/9/2025  | Modern Housing                          | Fire Services (Appreciation Banquet)        | \$ 1,000.00  |
|                               |           |                                         |                                             |              |
|                               |           |                                         |                                             |              |
|                               |           |                                         | Quarter 1 Ended 9/30/2025 - Total Donations | \$ 18,426.00 |
|                               |           |                                         |                                             |              |
|                               |           |                                         | Fiscal Year to Date - Total Donations       | \$ 18,426.00 |



## Report of Budget Funds Transfers - July, 2025 through June, 2026

### Budget Transfers

As per the Adopted Annual Budget Ordinance the Budget Officer or his/her designee shall be authorized to reallocate departmental appropriations among the various objects of expenditures.

The Budget Officer or his/her designee shall be authorized to effect interdepartmental transfers in the same fund not to exceed ten percent (10%) of the appropriated monies for the department whose allocation is reduced. A report of all such transfers shall be made to the City Council in the month following such transfer.

| Department                 | Department Head | Account Name                                                 | Transfers In      | Transfers Out       |
|----------------------------|-----------------|--------------------------------------------------------------|-------------------|---------------------|
| PW Cemetery                | Jamie Stanley   | Salaries & Wages Regular                                     | \$ -              | \$ (304)            |
| PW Cemetery                | Jamie Stanley   | Operational Supplies                                         | \$ -              | \$ (238)            |
| PW Cemetery                | Jamie Stanley   | Building Maintenance                                         | \$ 238            | \$ -                |
| PW Cemetery                | Jamie Stanley   | Vacation Pay Out                                             | \$ 304            | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - PW Cemetery</b>                    | <b>\$ 542</b>     | <b>\$ (542)</b>     |
| Planning                   | Mark Helmer     | Clean Lots                                                   | \$ -              | \$ (2,378)          |
| Planning                   | Mark Helmer     | Downtown Sidewalk                                            | \$ 2,378          | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - Planning</b>                       | <b>\$ 2,378</b>   | <b>\$ (2,378)</b>   |
| Engineering                | Jonathan Perry  | Operational Supplies                                         | \$ -              | \$ (100)            |
| Engineering                | Jonathan Perry  | Tools                                                        | \$ 100            | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - Engineering</b>                    | <b>\$ 100</b>     | <b>\$ (100)</b>     |
| Distribution & Collections | Bert Sherman    | Contract Services                                            | \$ -              | \$ (13,193)         |
| Distribution & Collections | Bert Sherman    | Street Sweeper Attachment                                    | \$ 1,023          | \$ -                |
| Distribution & Collections | Bert Sherman    | Bobcat                                                       | \$ 12,170         | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - Distribution &amp; Collections</b> | <b>\$ 13,193</b>  | <b>\$ (13,193)</b>  |
| Water Treatment            | Bert Sherman    | Chemicals                                                    | \$ -              | \$ (4,000)          |
| Water Treatment            | Bert Sherman    | Neuse River Intake Dredging                                  | \$ 4,000          | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - Water Treatment</b>                | <b>\$ 4,000</b>   | <b>\$ (4,000)</b>   |
| Water Reclamation          | Bert Sherman    | Machine/Equipment Maintenance                                | \$ -              | \$ (20,000)         |
| Water Reclamation          | Bert Sherman    | Fuel For Equipment                                           | \$ 20,000         | \$ -                |
|                            |                 | <b>Transfers - Sep 2025 - Water Reclamation</b>              | <b>\$ 20,000</b>  | <b>\$ (20,000)</b>  |
|                            |                 | <b>Transfers - ALL FUNDS - Sep 2025</b>                      | <b>\$ 40,213</b>  | <b>\$ (40,213)</b>  |
|                            |                 | <b>Transfers - ALL FUNDS - Jul 2025-Jun 2026</b>             | <b>\$ 301,088</b> | <b>\$ (301,088)</b> |

Grant Project Budgets Monthly Report September 2025

Prepared: tlw 10/7/2025 10:28 AM

Reviewed: CFG 10/12/2025 5:53 PM

| Granting Agency |      | Granting Agency (Full)             | Grant Description                                            | Source (Full) | S | Date Received   | Grant Portion<br>Budget Amount | Budget Total  | x | Current Amount<br>Rec'd | Amount Rec'd<br>Project to Date | x2 | Current Amount<br>Spent | Amount Spent to<br>Project to Date | x3 | Positive<br>(Negative) Cash<br>Flow |
|-----------------|------|------------------------------------|--------------------------------------------------------------|---------------|---|-----------------|--------------------------------|---------------|---|-------------------------|---------------------------------|----|-------------------------|------------------------------------|----|-------------------------------------|
| HUD             | CDBG |                                    | FY19-20 Entitlement                                          | Federal       | F | 8/27/2019       | \$ 328,479                     | \$ 353,346    |   | \$ -                    | \$ 222,747                      |    | \$ -                    | \$ 222,747                         |    | \$ -                                |
| HUD             | CDBG |                                    | FY20-21 Entitlement                                          | Federal       | F | 10/7/2020       | \$ 351,137                     | \$ 351,643    |   | \$ -                    | \$ 220,214                      |    | \$ -                    | \$ 220,214                         |    | \$ -                                |
| HUD             | CDBG |                                    | FY21-22 Entitlement                                          | Federal       | F |                 | \$ 354,122                     | \$ 354,302    |   | \$ -                    | \$ 139,738                      |    | \$ 1,386                | \$ 149,358                         |    | \$ (9,620)                          |
| HUD             | CDBG |                                    | FY22-23 Entitlement                                          | Federal       | F |                 | \$ 358,697                     | \$ 359,449    |   | \$ -                    | \$ 25,150                       |    | \$ -                    | \$ 25,150                          |    | \$ -                                |
| HUD             | CDBG |                                    | FY23-24 Entitlement                                          | Federal       | F |                 | \$ 361,561                     | \$ 362,029    |   | \$ -                    | \$ 26,347                       |    | \$ -                    | \$ 25,371                          |    | \$ 976                              |
| HUD             | CDBG |                                    | FY24-25 Entitlement                                          | Federal       | F |                 | \$ 351,152                     | \$ 360,352    |   | \$ -                    | \$ 9,200                        |    | \$ -                    | \$ 9,200                           |    | \$ -                                |
| HUD             | CDBG |                                    | FY20-21 Entitlement CV Funding (Round 2 & 3)                 | Federal       | F | 10/7/2020       | \$ 427,303                     | \$ 427,303    |   | \$ -                    | \$ 134,924                      |    | \$ -                    | \$ 134,924                         |    | \$ (0)                              |
| HUD             | HOME |                                    | FY19-20 Entitlement                                          | Federal       | F | 8/27/2019       | \$ 214,732                     | \$ 214,732    |   | \$ -                    | \$ 53,683                       |    | \$ -                    | \$ 53,683                          |    | \$ -                                |
| HUD             | HOME |                                    | FY20-21 Entitlement                                          | Federal       | F | 10/7/2020       | \$ 237,076                     | \$ 245,548    |   | \$ -                    | \$ 87,727                       |    | \$ -                    | \$ 87,727                          |    | \$ (0)                              |
| HUD             | HOME |                                    | FY21-22 Entitlement                                          | Federal       | F |                 | \$ 250,738                     | \$ 252,710    |   | \$ -                    | \$ 63,674                       |    | \$ 2,622                | \$ 79,533                          |    | \$ (15,859)                         |
| HUD             | HOME |                                    | FY22-23 Entitlement                                          | Federal       | F |                 | \$ 280,171                     | \$ 287,303    |   | \$ -                    | \$ 27,467                       |    | \$ -                    | \$ 27,467                          |    | \$ -                                |
| HUD             | HOME |                                    | FY23-24 Entitlement                                          | Federal       | F |                 | \$ 293,636                     | \$ 314,379    |   | \$ -                    | \$ 39,248                       |    | \$ -                    | \$ 39,248                          |    | \$ -                                |
| HUD             | HOME |                                    | FY24-25 Entitlement                                          | Federal       | F |                 | \$ 229,887                     | \$ 229,887    |   | \$ -                    | \$ -                            |    | \$ -                    | \$ -                               |    | \$ -                                |
| HUD             | HOME |                                    | ARP Funding (M21-MP370209)                                   | Federal       | F |                 | \$ 907,913                     | \$ 907,913    |   | \$ -                    | \$ 44,592                       |    | \$ -                    | \$ 44,971                          |    | \$ (379)                            |
| Donation/Gr     |      | Private Donations, Grants and City | Fire Other Restricted Special Revenue Fund                   | Private       | P | Ongoing         | \$ 17,500                      | \$ 51,988     |   | \$ 2,600                | \$ 58,669                       |    | \$ 210                  | \$ 37,374                          |    | \$ 21,295                           |
| Debt            |      | Debt Funded                        | Smeal Aerial Fire Truck                                      | Debt          | D | 9/2022          | \$ -                           | \$ 2,043,052  |   | \$ -                    | \$ 2,043,052                    |    | \$ -                    | \$ 2,043,052                       |    | \$ -                                |
| Donation        |      | Private Donations                  | 1919 LaFrance Fire Truck Restoration                         | Private       | P | Ongoing         | \$ -                           | \$ 80,000     |   | \$ -                    | \$ 32,691                       |    | \$ -                    | \$ -                               |    | \$ 32,691                           |
| Donation/Gr     |      | Private Donations and Grants       | Parks & Rec Capital Project Fund FY19-FY28                   | Private       | P | Ongoing         | \$ 312,443                     | \$ 882,943    |   | \$ -                    | \$ 827,943                      |    | \$ 35,600               | \$ 286,672                         |    | \$ 541,271                          |
| Donation/Gr     |      | Private Donations and Grants       | Parks & Rec Special Revenue Fund                             | Private       | P | Ongoing         | \$ -                           | \$ 63,695     |   | \$ -                    | \$ 63,745                       |    | \$ -                    | \$ 53,847                          |    | \$ 9,898                            |
| Donation/Gr     |      | Private Donations, Grants and City | Community Relations Special Revenue Fund                     | Private       | P | Ongoing         | \$ -                           | \$ 45,481     |   | \$ -                    | \$ 45,481                       |    | \$ -                    | \$ 43,626                          |    | \$ 1,855                            |
| NC OSBM         |      | NC Office State Mgmt & Budget      | State Grants Misc-OSBM FY23 St Approp                        | State         | S | 2/2/2023        | \$ 2,150,000                   | \$ 2,234,989  |   | \$ -                    | \$ 2,251,927                    |    | \$ 28,621               | \$ 290,915                         |    | \$ 1,961,013                        |
| DOJ             |      | Dept. of Justice                   | Federal Forfeiture                                           | Federal       | F | Ongoing         | \$ 185,246                     | \$ 185,246    |   | \$ -                    | \$ 186,462                      |    | \$ -                    | \$ 160,697                         |    | \$ 25,765                           |
| DOJ             |      | Dept. of Justice                   | 2023 JAG Equipment Grant                                     | Federal       | F | 9/26/2023       | \$ 47,702                      | \$ 47,702     |   | \$ -                    | \$ 44,683                       |    | \$ -                    | \$ 44,683                          |    | \$ -                                |
| DOJ             |      | Dept. of Justice                   | 2024 JAG Equipment Grant                                     | Federal       | F | 12/16/2024      | \$ 41,745                      | \$ 41,745     |   | \$ -                    | \$ -                            |    | \$ -                    | \$ -                               |    | \$ -                                |
| Donation/Gr     |      | Private Donations, Grants and City | Police Other Restricted Special Revenue Fund                 | Private       | P | Ongoing         | \$ -                           | \$ 82,947     |   | \$ 6,500                | \$ 95,431                       |    | \$ -                    | \$ 27,664                          |    | \$ 67,767                           |
| FEMA            |      | FEMA                               | Hurricane Florence                                           | Federal       | F | 6/1/2019        | \$ 2,340,773                   | \$ 4,604,077  |   | \$ -                    | \$ 4,982,838                    |    | \$ -                    | \$ 4,179,246                       |    | \$ 803,592                          |
| FTA             |      | Federal Transportation Admin.      | FY2016 TIGER VIII Center Street & Streetscape                | Federal       | F | 10/1/2018       | \$ 5,100,000                   | \$ 7,189,383  |   | \$ -                    | \$ 7,312,277                    |    | \$ -                    | \$ 6,527,315                       |    | \$ 784,962                          |
| DWI             |      | NC Dept of Env. Quality DWI        | VUR (AIA) Project AIA-ARP-0284 WW Masterplan                 | State         | S | 4/12/2024       | \$ 350,000                     | \$ 350,000    |   | \$ -                    | \$ -                            |    | \$ 17,600               | \$ 49,500                          |    | \$ (49,500)                         |
| DWI             |      | NC Dept of Env. Quality DWI        | VUR MRF Project MRF-M-VUR-0001/MRF-M-VUR-0007                | State         | S | 1/24/22-12/4/24 | \$ 360,000                     | \$ 365,400    |   | \$ -                    | \$ 105,400                      |    | \$ 24,500               | \$ 170,849                         |    | \$ (65,449)                         |
| City Fees       |      | Utility Fees                       | Water Reclamation Facility (WRF) Expansion Project (3.4 MGD) | Debt          | D |                 | \$ -                           | \$ 600,000    |   | \$ -                    | \$ 600,000                      |    | \$ -                    | \$ 401,388                         |    | \$ 198,612                          |
| DWI             |      | NC Dept of Env. Quality DWI        | MOPCO Philll Sewer SRP-W-134-0214                            | State         | S | 11/6/2024       | \$ 4,925,000                   | \$ 6,125,000  |   | \$ -                    | \$ 1,200,000                    |    | \$ 605,263              | \$ 4,229,202                       |    | \$ (3,029,202)                      |
| City Fees       |      | Stormwater Fees                    | Stormwater Drainage Projects                                 | City Fees     | C | Ongoing         | \$ -                           | \$ 1,861,258  |   | \$ -                    | \$ 1,861,258                    |    | \$ -                    | \$ 1,735,198                       |    | \$ 126,060                          |
| NC DPS          |      | NC Dept Public Safety              | Big Ditch Stream Restoration                                 | State         | S | 2/23/2024       | \$ 2,000,000                   | \$ 2,000,000  |   | \$ -                    | \$ 2,000,000                    |    | \$ -                    | \$ 140,295                         |    | \$ 1,859,705                        |
| SRF/DWI         |      | EPA/NCDENR                         | CWSRF-Waterline Repl. & Booster Pump Station Install.        | Federal       | F | 6/6/2019        | \$ 32,400                      | \$ 265,513    |   | \$ -                    | \$ 265,513                      |    | \$ -                    | \$ 265,513                         |    | \$ 0                                |
| SRF/DWI         |      | EPA/NCDENR                         | VUR-D-ARP-0085 -2" Galvanized Water Line Rep.                | Federal       | F | 8/18/2022       | \$ 5,999,395                   | \$ 6,029,395  |   | \$ -                    | \$ 30,000                       |    | \$ -                    | \$ 25,400                          |    | \$ 4,600                            |
| City Fees       |      | None                               | Lead and Copper Rule Revisions (LCRR) (EPA)                  | Private       | C | 10/2/2003       | \$ -                           | \$ 2,037,500  |   | \$ -                    | \$ 2,037,500                    |    | \$ -                    | \$ 1,718,744                       |    | \$ 318,756                          |
| DWI             |      | NC Dept of Env. Quality DWI        | PFAS Treatment & Evaluation Study                            | State         | S | 8/23/2024       | \$ 500,000                     | \$ 510,000    |   | \$ -                    | \$ 10,000                       |    | \$ 40,000               | \$ 250,000                         |    | \$ (240,000)                        |
| Total           |      |                                    |                                                              |               |   |                 | \$ 29,308,808                  | \$ 42,718,209 |   | \$ 9,100                | \$ 27,149,581                   |    | \$ 755,803              | \$ 23,800,772                      |    | \$ 3,348,809                        |

Grant Source Legend:  
F = Federal S= State D = Debt P = Private C = City Fees

Grants listed above represent awards that have been officially awarded by the Grantor, and officially accepted by the Grantee (City), unless noted in red font. Those items in red, the Finance Department has received some formal award letter from the Grantor but the City has not formally accepted the award. The list above does not take into account grants that may have been applied for and the City may have received tentative award. If I did not have an official award, I did not place it on this list.

- The cause of fire incidents was determined 100% of the time. 0% of fire incidents were classified as undetermined or still under investigation.
- The average response time of the first arriving unit was 4:24.
- A full response within 8 minutes occurred for 97% of all calls.
- 28% of Inspection Violations were cleared within 90 days.
- There were 0 Civilian injuries, 0 Civilian deaths, 0 Fire Service injuries and 0 Fire Service deaths.
- The American Red Cross assisted 0 individuals due to displacement because of fire damage.
- Fire prevention and community service activities included: Car Seat Safety Checks with Safe Kids of Wayne County, Smoke Alarm Installs, Station Tours, and Truck Displays. We reached 38 Adults and 194 Children with fire prevention materials.

| <b>2025</b>                    | <u>Jan.</u> | <u>Feb.</u> | <u>Mar.</u> | <u>Apr.</u> | <u>May</u> | <u>Jun.</u> | <u>July</u> | <u>Aug.</u> | <u>Sept.</u> | <u>Oct.</u> | <u>Nov.</u> | <u>Dec.</u> | <u>Avg.</u> | <u>Total</u> |
|--------------------------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|--------------|
| <b>Total Incidents:</b>        | 445         | 422         | 459         | 454         | 427        | 468         | 433         | 497         | <b>463</b>   |             |             |             | 452         | 4,068        |
| <b>Structure Fires:</b>        | 3           | 9           | 6           | 3           | 5          | 2           | 1           | 5           | <b>2</b>     |             |             |             | 4           | 36           |
| <b>EMS Calls:</b>              | 262         | 261         | 247         | 257         | 245        | 250         | 236         | 268         | <b>268</b>   |             |             |             | 255         | 2,294        |
| <b>Vehicle Accidents:</b>      | 44          | 36          | 44          | 39          | 43         | 34          | 27          | 33          | <b>36</b>    |             |             |             | 37          | 336          |
| <b>Fire Alarms:</b>            | 42          | 35          | 60          | 58          | 56         | 70          | 74          | 79          | <b>50</b>    |             |             |             | 58          | 524          |
| <b>Other:</b>                  | 94          | 81          | 102         | 97          | 78         | 112         | 95          | 112         | <b>107</b>   |             |             |             | 98          | 878          |
| <b>Training Hours:</b>         | 2,765       | 2,965       | 3,183       | 2,752       | 2,554      | 2,658       | 2,231       | 1,968       | <b>2,096</b> |             |             |             | 2,575       | 23,172       |
| <b>Safety Car Seat Checks:</b> | 1           | 0           | 3           | 0           | 1          | 0           | 0           | 0           | <b>3</b>     |             |             |             | 1           | 8            |
| <b>Inspections:</b>            | 103         | 106         | 117         | 106         | 109        | 134         | 123         | 127         | <b>181</b>   |             |             |             | 123         | 1,106        |
| <b>2024</b>                    | <u>Jan.</u> | <u>Feb.</u> | <u>Mar.</u> | <u>Apr.</u> | <u>May</u> | <u>Jun.</u> | <u>Jul.</u> | <u>Aug.</u> | <u>Sept.</u> | <u>Oct.</u> | <u>Nov.</u> | <u>Dec.</u> | <u>Avg.</u> | <u>Total</u> |
| <b>Total Incidents:</b>        | 412         | 369         | 427         | 420         | 428        | 417         | 466         | 465         | 461          | 471         | 474         | 437         | 437         | 5247         |
| <b>Structure Fires:</b>        | 4           | 6           | 5           | 0           | 1          | 2           | 1           | 4           | 1            | 7           | 3           | 6           | 3           | 40           |
| <b>EMS Calls:</b>              | 236         | 202         | 249         | 243         | 217        | 224         | 264         | 240         | 262          | 224         | 251         | 226         | 237         | 2838         |
| <b>Vehicle Accidents:</b>      | 27          | 33          | 49          | 40          | 46         | 38          | 41          | 57          | 53           | 70          | 56          | 63          | 48          | 573          |
| <b>Fire Alarms:</b>            | 50          | 44          | 49          | 58          | 66         | 47          | 65          | 75          | 56           | 63          | 59          | 45          | 56          | 677          |
| <b>Other:</b>                  | 95          | 80          | 75          | 79          | 95         | 106         | 95          | 89          | 89           | 107         | 105         | 97          | 93          | 1112         |
| <b>Training Hours:</b>         | 3307        | 3887        | 2958        | 2815        | 2239       | 2125        | 2029        | 1940        | 1985         | 2166        | 1559        | 1317        | 2361        | 28327        |
| <b>Safety Car Seat Checks:</b> | 1           | 6           | 1           | 2           | 2          | 1           | 4           | 1           | 2            | 4           | 2           | 0           | 2           | 20           |
| <b>Inspections:</b>            | 131         | 150         | 169         | 157         | 150        | 128         | 151         | 155         | 136          | 198         | 147         | 129         | 152         | 1824         |

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

## **Human Resources**

- Review of Employee Benefits Handbook
- United Way Presentations @ Public Safety
- CES Federal Data Report
- E Verify is unavailable stemming from Federal shut down
- Researching various training for Supervisors
- Begin discussion and research various Performance Evaluation methods.
- Participated in National Night Out Event on 10/7/25
- Recruitment assistance to post Firefighter Trainee & Firefighter I job postings
- Assisted with promotional process for Golf Course Superintendent
- Performance Evaluation Focus Group Meetings
- Performance Evaluation meeting with Kelly & Matt to discuss future plans for process
- Trained and assisted with Benefit Enrollment meeting for new hires.
- PSHRA NC Awards Committee follow ups
- PSHRA NC Conference Planning Committee meeting
- PSHRA NC Preparing to send out to solicit for Vendor/Sponsorships
- Working with IT to prepare for Open Enrollment meetings for printing, etc.
- Follow up on HR generic email address from IT
- Preparing to complete NCLM Survey - Due 10/17/2025
- Assisting department heads with updating job descriptions
- Website Committee meeting to train on updates to new website
- Website redesign and information per Committee Meeting information and deadlines
- Creating & Reviewing job postings for external & internal postings
- Reviewing & Updating all PAFs for accuracy for payroll processing
- Employee Relations
- **Flu vaccine clinic** for September
  - Wed. Sept. 24<sup>th</sup> 8 am at Public Safety
  - Mon. Sept. 29<sup>th</sup> 9am at City Hall
  - Tues. Sept. 30<sup>th</sup> 7:30am at Public Works

## **Benefits**

### **NC State Health Plan:**

### **Open Enrollment 2025 - October 13 - 31, 2025.**

#### ➤ *Open Enrollment Dates & Locations (Tentative):*

##### *Week 1*

- Monday, Oct. 13 – Public Safety Complex Training Room (204 S. Center St) – 7:30 a.m.–5:00 p.m.
- Tuesday, Oct. 14 – Public Works Training Room (1601 Clingman St) – 6:30 a.m.–4:00 p.m.
- Wednesday, Oct. 15 – City Hall Large Conference Room (200 N Center St) – 8:00 a.m.–5:00 p.m.
- Thursday, Oct. 16 – Public Safety Complex Training Room – 7:30 a.m.–5:00 p.m.
- Friday, Oct. 17 – City Hall Large Conference Room – 8:00 a.m.–12:00 p.m. (½ day)

##### *Week 2*

- *Monday, Oct. 20 – Public Safety Complex Training Room – 7:30 a.m.–5:00 p.m.*
- *Tuesday, Oct. 21 – Public Works Training Room – 6:30 a.m.–4:00 p.m.*
- *Wednesday, Oct. 22 – City Hall Large Conference Room – 8:00 a.m.–5:00 p.m.*
- *Thursday, Oct. 23 – Public Safety Complex Training Room – 7:30 a.m.–5:00 p.m.*
- *Friday, Oct. 24 – City Hall Large Conference Room – 8:00 a.m.–12:00 p.m. (½ day)*

**Benefits Me (New Employee Benefit):**

- Implementation goal by January 1, 2026.

**Special Events Committee:**

**Wellness Committee:**

- Fall Fun Fridays *Events*– September 2025
  - **Driving Range** – Friday, September 5 | 10:00 a.m. – 12:00 p.m. | Goldsboro Golf Course
  - **Line Dancing** – Friday, September 12 | 9:30 – 10:30 a.m. | Goldsboro Event Center
  - **Open Gym** – Friday, September 19 | 10:00 a.m. – 12:00 p.m. | WA Foster Center
  - **Horseshoes** – Friday, September 26 | 10:00 a.m. – 12:00 p.m. | Herman Park
- Wellness Walking step Challenge began (runs Oct. 1<sup>st</sup> -31<sup>st</sup>)

**Empower Retirement Counseling Sessions:**

- Mark McCluskey, Lead Retirement Plan Counselor with Empower, will be onsite for one-on-one employee appointments on the following dates:
  - Thursday, September 11, 2025 (added due to high demand for August sessions)

**Safety**

- September City Hall Fire and defibrillator inspections.
- NCCFF Executive Committee Meeting
- Safety and Accident Review Committee Meeting
- Accident investigation involving a code enforcement vehicle
- Security Meeting involving fire and police before NCCFF
- Freedom Field Safety Inspection involving stage construction and plumbing needs.
- Assisted HR at new hire employee orientation
- Marketed Active Shooter training at City Hall
- NC Freedom Festival Weekend
- Meeting with City Manager concerning security and safety of City Hall
- Safety training with City Manager's staff
- Traveler insurance TEAM meeting concerning claim involving citizen.
- Researching a location to put sound booth for the city nurse.
- Security consultation of city hall with Captain Jason Adams
- Teleconference with Harman Law Office reference accident involving one of our vehicles
- Reviewed fire escape plans for City Hall
- TEAM meeting with Riskversity and finance.
- Meeting with City Manager reference for a personnel issue
- Completed two active shooter classes
- NCCFF Debriefing meeting
- Elevator safety training with Fire Department in Historic city hall
- Teleconference with store owner reference her claim with the city.
- ~~Accident investigation involving a citizen.~~

- Staying on top of insurance claims daily.
- Field Safety for private contractors
- Field Safety with crews
- Daily office duties

### **Occupational Health**

The Occupational Health Nurse continues to provide guidance regarding CDC guidelines and COVID protocols. There were 249 visits this month.

| <b>DRUG SCREENS = 24    Breath Alcohol Test= 3</b>                                                             |                                                                                |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| New Hire CDL= 2<br>New Hire non -CDL= 2                                                                        | Post Accident CDL= 0<br>Post Accident non-CDL= 1                               |
| New Hire Instant Drug Screens= 3                                                                               | Random Drug Screens CDL=8<br>Random Drug Screens non- CDL”Safety Sensitive”= 0 |
| Promotion CDL= 1<br>Promotion non- CDL= 6<br>Promotion instant (temp) = 0<br>Reasonable Suspicion – Instant =1 | Breath Alcohol Test CDL = 3<br>Breath Alcohol Test non- CDL= 0                 |

### **Health Training Sessions:**

- Vital signs=12
- Random, Promotion, New Hire, and Post Accident drug screens
- Random Breath Alcohol tests
- BBP training for 16 new hires at New Hire Orientation
- 27 Hearing screens: Police Support Services 9/2 and 9/3, Police D shift 9/15 and Vice 9/15. Fire Admin. Staff 9/22
- AED review and demonstration @ Goldsboro Event Center 9/9
- Hepatitis B vaccines at Public Works 9/19

### **Meetings/Events:**

New Hire Orientation FMLA, Workers Comp, BBP, and EAP training for new hires 9/3

Wellness Committee meeting 9/10

Wednesday Wellness Walks around Center Street 9/10, 9/17, and 9/24

Fun Fall Fridays Wellness Events: 9/5 Driving range, 9/12 Line Dancing @ GEC, 9/19 Open Gym @ WA Foster, and 9/26 Horseshoes @ Herman Park

Completed Emergency Response in Workplace training in NeoGov

Attended Active Shooter presentation @ City Hall 9/24

American Red Cross Blood Drive @ Public Works 9/25 \*\*\*Exceeded goal with 31 donors

Flu Vaccine Clinics 9/24 @ Public Safety (22 Flu vaccines and 4 COVID vaccines), 9/30 FLU clinic at Public Works (20 Flu vaccines given) \*\*\* Thursday, Oct. 2nd Flu/COVID vaccine clinic @ City Hall

### **Other health-related information pertinent to employees include:**

- 1 reported COVID positive case
- 3 WC injuries (only 1 was OSHA recordable)
- 3 Employees began FMLA
- 1 Employees ended FMLA



- September Nurse Newsletter –“Flu Vaccine” distributed to all departments and emailed to employees 9/17

### MONTHLY STATISTICS

| 2025                                   | JAN  | FEB  | MAR  | APR  | MA<br>Y | JUN  | JUL  | AUG  | SEP  | OCT | NOV | DEC | AVG  |
|----------------------------------------|------|------|------|------|---------|------|------|------|------|-----|-----|-----|------|
| Employees – FT & PPT                   | 455  | 450  | 448  | 452  | 449     | 455  | 453  | 447  | 446  |     |     |     | 451  |
| Employees – Part Time                  | 108  | 108  | 111  | 119  | 125     | 126  | 128  | 123  | 118  |     |     |     | 118  |
| Total Employees                        | 563  | 558  | 559  | 571  | 574     | 581  | 581  | 570  | 564  |     |     |     | 569  |
| Male                                   | 429  | 426  | 423  | 425  | 426     | 437  | 437  | 431  | 425  |     |     |     | 429  |
| Female                                 | 134  | 132  | 136  | 146  | 148     | 144  | 144  | 139  | 139  |     |     |     | 140  |
| Ethnicity – White (Not Hisp or Latino) | 339  | 344  | 345  | 350  | 351     | 351  | 350  | 352  | 349  |     |     |     | 348  |
| Ethnicity – Black or African American  | 185  | 177  | 175  | 181  | 181     | 186  | 187  | 177  | 176  |     |     |     | 181  |
| Ethnicity – Hispanic or Latino         | 24   | 23   | 23   | 24   | 24      | 27   | 27   | 26   | 26   |     |     |     | 24   |
| Ethnicity – Asian                      | 6    | 5    | 5    | 5    | 5       | 5    | 5    | 4    | 4    |     |     |     | 5    |
| Ethnicity – Other                      | 10   | 9    | 11   | 12   | 13      | 12   | 12   | 11   | 9    |     |     |     | 11   |
| Vacancies                              | 27   | 19   | 20   | 22   | 31      | 25   | 27   | 23   | 18   |     |     |     | 24   |
| Applications                           | 151  | 283  | 486  | 276  | 236     | 219  | 239  | 245  | 262  |     |     |     | 266  |
| Applicant Notices                      | 375  | 261  | 199  | 253  | 210     | 168  | 169  | 152  | 135  |     |     |     | 214  |
| New Hires (FT&PPT)                     | 13   | 4    | 2    | 10   | 2       | 12   | 1    | 3    | 4    |     |     |     | 6    |
| New Hires (PT)                         | 1    | 0    | 4    | 10   | 15      | 7    | 5    | 1    | 3    |     |     |     | 5    |
| Promotions                             | 4    | 0    | 4    | 3    | 1       | 4    | 0    | 3    | 3    |     |     |     | 2    |
| Resignations                           | 2    | 3    | 7    | 2    | 2       | 4    | 6    | 6    | 7    |     |     |     | 4    |
| Retirements                            | 2    | 0    | 1    | 1    | 1       | 0    | 0    | 0    | 1    |     |     |     | 1    |
| Terminations - Involuntary             | 0    | 0    | 1    | 1    | 3       | 0    | 2    | 0    | 2    |     |     |     | 1    |
| Turnover Rate                          | .01% | .01% | .02% | .01% | .01%    | .01% | 1.8% | 1.3% | 2.2% |     |     |     | 0.6% |
| Vehicle Accidents                      | 2    | 1    | 2    | 2    | 3       | 1    | 2    | 3    | 2    |     |     |     | 2    |
| Workers' Comp                          | 2    | 2    | 4    | 1    | 3       | 3    | 0    | 4    | 3    |     |     |     | 2    |
| Covid Related                          | 0    | 0    | 0    | 0    | 0       | 0    | 0    | 1    | 1    |     |     |     | 0    |

*Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.*

### MONTHLY STATISTICS

| 2024                 | JAN | FEB | MAR | APR | MA<br>Y | JUN | JUL | AUG | SEP | OCT | NOV | DEC | AVG |
|----------------------|-----|-----|-----|-----|---------|-----|-----|-----|-----|-----|-----|-----|-----|
| Employees – FT & PPT | 432 | 422 | 422 | 429 | 432     | 425 | 427 | 439 | 444 | 437 | 436 | 445 | 433 |

|                                        |      |      |      |      |      |       |       |      |      |      |      |      |      |
|----------------------------------------|------|------|------|------|------|-------|-------|------|------|------|------|------|------|
| Employees – Part Time                  | 106  | 109  | 112  | 114  | 134  | 145   | 145   | 147  | 154  | 157  | 124  | 114  | 130  |
| Total Employees                        | 538  | 531  | 534  | 543  | 566  | 570   | 572   | 586  | 598  | 594  | 560  | 559  | 563  |
| Male                                   | 413  | 407  | 408  | 413  | 422  | 422   | 423   | 431  | 443  | 441  | 421  | 424  | 422  |
| Female                                 | 125  | 124  | 126  | 130  | 144  | 148   | 149   | 155  | 155  | 153  | 139  | 135  | 140  |
| Ethnicity – White (Not Hisp or Latino) | 339  | 319  | 319  | 326  | 334  | 334   | 335   | 345  | 351  | 349  | 332  | 335  | 335  |
| Ethnicity – Black or African American  | 182  | 181  | 184  | 186  | 196  | 199   | 201   | 203  | 208  | 207  | 192  | 188  | 194  |
| Ethnicity – Hispanic or Latino         | 17   | 18   | 18   | 18   | 21   | 21    | 20    | 22   | 23   | 22   | 20   | 21   | 20   |
| Ethnicity – Asian                      | 4    | 4    | 4    | 4    | 4    | 5     | 5     | 5    | 5    | 5    | 5    | 5    | 5    |
| Ethnicity – Other                      | 8    | 9    | 9    | 9    | 11   | 11    | 11    | 11   | 11   | 11   | 11   | 10   | 10   |
| Vacancies                              | 32   | 32   | 31   | 33   | 31   | 33    | 34    | 29   | 29   | 29   | 22   | 23   | 30   |
| Applications                           | 240  | 289  | 303  | 502  | 381  | 481   | 466   | 290  | 339  | 367  | 404  | 365  | 369  |
| Applicant Notices                      | 97   | 216  | 179  | 168  | 352  | 471   | 355   | 536  | 325  | 220  | 333  | 169  | 285  |
| New Hires                              | 1    | 2    | 1    | 2    | 12   | 1     | 5     | 11   | 3    | 7    | 5    | 9    | 5    |
| Promotions                             | 1    | 5    | 1    | 1    | 1    | 3     | 1     | 4    | 2    | 2    | 3    | 1    | 2    |
| Resignations                           | 5    | 5    | 2    | 7    | 5    | 1     | 4     | 2    | 1    | 7    | 2    | 1    | 4    |
| Retirements                            | 3    | 0    | 0    | 0    | 1    | 2     | 0     | 1    | 1    | 0    | 1    | 2    | 1    |
| Terminations - Involuntary             | 2    | 2    | 1    | 1    | 0    | 0     | 2     | 0    | 1    | 2    | 2    | 1    | 1    |
| Turnover Rate                          | 2.3% | 1.7% | .01% | 1.9% | 1.4% | .005% | .005% | .01% | .01% | .02% | .01% | .01% | 0.6% |
| Vehicle Accidents                      | 2    | 2    | 1    | 1    | 0    | 5     | 2     | 3    | 3    | 3    | 6    | 6    | 3    |
| Workers' Comp                          | 2    | 4    | 1    | 1    | 3    | 4     | 2     | 3    | 2    | 4    | 2    | 2    | 3    |
| Covid Related                          | 9    | 2    | 1    | 0    | 0    | 0     | 1     | 7    | 5    | 1    | 1    | 0    | 2    |
| Telework                               | 14   | 14   | 14   | 14   | 14   | 14    | 14    | 14   | 14   | 14   | 15   | 15   | 14   |

*Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.*

Information Technology

September 2025

Prepared By: Angela Price

Date Prepared: October 8, 2025

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- Setup field maps for Public Works staff.
- Resolved RTA/EKOS Fuel Import issue.
- Two staff passed CompTIA A+ for CompTIA A+ Certification.
- Updated Strategic Plan URLs to auto-update each year.
- Resolved GIS SQL issue.
- Setup and supported audio for Gold & Blue Star Memorial Dedication.
- Setup Joint Operations Center for Freedom Fest.
- Flew drone for Freedom Fest.
- Setup GrayKey Unit in ID at GPD.
- Setup wireless in Freedom Field for Freedom Fest.
- Updated PD and FD Multi-factor authentication.
- Repaired kiosk at The Hub.
- Resolved issues with bathroom door card access at The Hub.
- Setup Taser dock for GPD.
- Programmed and installed replacement switches for SCADA network.
- Resolved firewall issue.
- Sent GIS data for Cityworks Fleet project for review.
- Updated project plan for Parks & Rec move.
- Blocked SPAM going through State list servs.
- Installed Faro 2D for GPD.
- Resolved Tsunami view/playback issue.
- Worked with staff to update websites.
- Updated new website for staff to enter departmental data in test.
- Resolved CoDa email issues.
- Updated Travel & Tourism site tools.
- Updated document library for new website.
- Setup NCID and DWI access for Engineering.
- Configured devices for Edgewood Building.
- Installed locking cabinets for Edgewood Building.
- Scheduled cable installation for Edgewood Building.
- Setup conference camera for DGDC Conference Room.
- Resolved issue with online garbage route schedule.
- Replaced monitors at Water Reclamation Facility.
- Installed Material Security software.
- Verified routes for Internet service at three parks.
- Installed switch and firewall at Edgewood Building.

- Staff attended statewide CISA meeting for vulnerability review related to Cisco devices.
- Prepped HV Brown Park for camera install project.
- Staff attended GPD Presentations for Community Oriented Policing.
- Staff attended Active Shooter Training.
- Staff called to testify regarding Tsunami camera operation at a hearing.
- Started setup on API for new fleet management system connection to fuel management.
- Setup media for Council Meeting.
- Resolved Google Chrome vulnerability issue.
- Setup Document Library tool for new website.

| 2025           | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | AVG | TOTAL |
|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
|                |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
| Tickets Opened | 767 | 557 | 725 | 600 | 618 | 650 | 812 | 720 | 566 |     |     |     | 668 | 6015  |
| Tickets Closed | 775 | 564 | 720 | 671 | 583 | 704 | 787 | 677 | 565 |     |     |     | 672 | 6046  |
| Open Tickets   | 482 | 475 | 480 | 409 | 444 | 390 | 415 | 458 | 459 |     |     |     | 446 |       |

| 2024           | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | AVG | TOTAL |
|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
|                |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
| Tickets Opened | 801 | 817 | 708 | 965 | 592 | 499 | 633 | 651 | 650 | 705 | 626 | 593 | 687 | 8240  |
| Tickets Closed | 819 | 838 | 714 | 963 | 580 | 523 | 602 | 686 | 601 | 688 | 517 | 613 | 679 | 8144  |
| Open Tickets   | 374 | 353 | 347 | 349 | 361 | 337 | 368 | 335 | 384 | 401 | 510 | 490 | 384 |       |

PARAMOUNT  
September 2025  
Prepared by: Adam Twiss  
Date Prepared 10/12/2025

-----PARAMOUNT THEATRE-----

- **September activity included 5 rental/use days, including 4 public performances.**
  - Notable Activity:
    - Goldsboro Ballet – Love of Dance fundraiser
    - Arts Council of Wayne County Piano Recital fundraiser gala
    - John Marshall Premiere Play – excellent attendance
- **September cancelled/rescheduled programming includes 1 day, 1 public performance**
- **Repairs, Maintenance, Issues:**
  - New PT Technical Staff members being trained, performing well
  - HVAC and Roofing continue to hold, staying on top of small issues as they arise.
  - Wheelchair lift replacement Pending.
  - HVAC controls upgrade Pending.

-----FINANCIAL-----

**Expenses: \$32,436:** Labor: \$22,064 / Operations: \$6,372 /Artist and Renter box office Payout: \$4545

**Revenues: \$34,342** Tickets: \$18,393 / Building Rentals: \$15,501 / Concession: \$448

|     | Jul-25   | Aug-25   | Sep-25   | Oct-25   | Nov-25   | Dec-25    | Jan-26   | Feb-26   | Mar-26   | Apr-26   | May-26   | Jun-26   | FY 25 Total | Average  |
|-----|----------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|-------------|----------|
| Exp | \$24,455 | \$32,436 | \$32,981 |          |          |           |          |          |          |          |          |          | \$89,872    | \$29,957 |
| Rev | \$1,986  | \$27,542 | \$34,342 |          |          |           |          |          |          |          |          |          | \$63,870    | \$21,290 |
|     | Jul-24   | Aug-24   | Sep-24   | Oct-24   | Nov-24   | Dec-24    | Jan-25   | Feb-25   | Mar-25   | Apr-25   | May-25   | Jun-25   | FY 25 Total | Average  |
| Exp | \$26,909 | \$40,311 | \$44,811 | \$75,226 | \$78,041 | \$100,534 | \$98,615 | \$43,539 | \$56,989 | \$87,571 | \$84,611 | \$93,985 | \$831,142   | \$69,262 |
| Rev | \$1,331  | \$4,162  | \$28,283 | \$35,245 | \$47,073 | \$78,220  | \$81,970 | \$25,173 | \$77,321 | \$72,310 | \$60,238 | \$71,956 | \$583,282   | \$48,607 |

**GOLDSBORO POLICE DEPARTMENT**

September 2025

Prepared By: Michael D. West

Date Prepared: October 3, 2025

Total Part I Crimes (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft, and Arson) for September 2024 was 208, compared to 130 for September 2025.

Property with an estimated value of \$92,088 was reported stolen, while property with an estimated value of \$13,998 was recovered and property damaged was \$66,274.

Officers arrested 107 people and issued 311 citations during the month. There were 18 drug-related charges.

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

Revenue collected for September 2025 included:

|                 |                    |
|-----------------|--------------------|
| Police Reports  | 570.00             |
| Parking Tickets | \$ 454.00          |
| Fingerprints    | \$ 50.00           |
| Special Events  | \$ 400.00          |
| <b>Total</b>    | <b>\$ 1,474.00</b> |

| <b>PART I CRIME COMPARISON &amp; TREND</b> |            |            |            |            |            |            |            |            |            |            |            |            |              |  |
|--------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|--|
| <b>2025</b>                                | Jan        | Feb        | Mar        | Apr        | May        | Jun        | July       | Aug        | Sept       | Oct        | Nov        | Dec        | <b>Total</b> |  |
| <b>OFFENSE</b>                             |            |            |            |            |            |            |            |            |            |            |            |            |              |  |
| Homicide                                   | 0          | 1          | 1          | 0          | 0          | 1          | 2          | 0          | 1          |            |            |            | 6            |  |
| Rape                                       | 2          | 2          | 1          | 2          | 0          | 1          | 1          | 0          | 0          |            |            |            | 9            |  |
| Robbery                                    | 7          | 1          | 4          | 4          | 3          | 5          | 2          | 5          | 3          |            |            |            | 34           |  |
| Aggravated Assault                         | 8          | 17         | 13         | 22         | 19         | 19         | 11         | 20         | 24         |            |            |            | 153          |  |
| Breaking & Entering                        | 22         | 24         | 27         | 27         | 17         | 18         | 28         | 24         | 14         |            |            |            | 201          |  |
| Larceny                                    | 79         | 77         | 98         | 111        | 89         | 87         | 86         | 102        | 86         |            |            |            | 815          |  |
| Motor Vehicle Theft                        | 6          | 8          | 12         | 15         | 5          | 4          | 6          | 10         | 2          |            |            |            | 68           |  |
| Arson                                      | 0          | 1          | 0          | 0          | 0          | 0          | 0          | 0          | 0          |            |            |            | 1            |  |
| <b>TOTALS</b>                              | <b>124</b> | <b>131</b> | <b>156</b> | <b>181</b> | <b>133</b> | <b>135</b> | <b>136</b> | <b>161</b> | <b>130</b> |            |            |            | <b>1,287</b> |  |
| <b>2024</b>                                | Jan        | Feb        | Mar        | Apr        | May        | Jun        | July       | Aug        | Sept       | Oct        | Nov        | Dec        | <b>Total</b> |  |
| <b>OFFENSE</b>                             |            |            |            |            |            |            |            |            |            |            |            |            |              |  |
| Homicide                                   | 1          | 0          | 0          | 3          | 1          | 3          | 0          | 2          | 1          | 1          | 0          | 1          | 13           |  |
| Rape                                       | 3          | 0          | 0          | 1          | 1          | 1          | 2          | 1          | 0          | 0          | 0          | 0          | 9            |  |
| Robbery                                    | 3          | 2          | 6          | 1          | 0          | 10         | 6          | 7          | 3          | 12         | 7          | 5          | 62           |  |
| Aggravated Assault                         | 21         | 15         | 20         | 13         | 21         | 24         | 9          | 12         | 9          | 20         | 13         | 18         | 195          |  |
| Breaking & Entering                        | 22         | 38         | 23         | 21         | 33         | 27         | 33         | 23         | 31         | 28         | 16         | 23         | 318          |  |
| Larceny                                    | 159        | 96         | 145        | 114        | 156        | 111        | 128        | 166        | 155        | 110        | 99         | 102        | 1541         |  |
| Motor Vehicle Theft                        | 10         | 6          | 13         | 8          | 14         | 14         | 5          | 10         | 9          | 5          | 12         | 8          | 114          |  |
| Arson                                      | 0          | 0          | 2          | 0          | 0          | 0          | 0          | 2          | 0          | 0          | 1          | 1          | 6            |  |
| <b>TOTALS</b>                              | <b>219</b> | <b>157</b> | <b>209</b> | <b>161</b> | <b>226</b> | <b>190</b> | <b>183</b> | <b>223</b> | <b>208</b> | <b>176</b> | <b>148</b> | <b>158</b> | <b>2258</b>  |  |

PUBLIC UTILITIES DEPARTMENT

September 2025

Prepared By: Robert Sherman

Date Prepared: October 07, 2025

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Water Treatment Plant

- The Water Treatment Plant operations are proceeding smoothly. Currently at 40% capacity.
- Capital Projects: WTP Structure Repairs, Replacements of the ATSS at the WTP and at the NRPS the progress has begun on the installation for the ATSS. A Bid has been awarded to replace flow meters at WTP, sewer meter for SJAFB and a sewer meter coming from Fork Township.
- PFAS Pilot Study equipment has been installed, and the study has begun.

Water Reclamation Facility

- The Water Reclamation Facility (WRF) operates efficiently, with an average daily flow of 5.69 million gallons per day (MGD) in September. The yearly average flow for the WRF is 7.36 MGD, indicating that the facility is currently operating at 52% of its capacity.
- The Water Reclamation Facility is pleased to report that all 25 of the city's pump stations are currently operating efficiently. McCall's Lift Station has an issue with a manhole near the station. Work scheduled for the beginning of October.
- Capital projects: Westbrook Lift Station's Generator has been replaced.
- Working with the Design Build Team of Crowder and Hazen on contracts for the WRF upgrade expansion.
- HWY 117 upgrade through Project Butter is going well. New Bar screen has been installed; bypass pumping is still going on while contractors are installing pumps and repairing wet well. As of this month they are getting closer to completion of the work. Estimated by the end of October.

Distribution and Collections

- Call duty responded to 11 after hours calls-total of 14 hours
- 117 Completed work orders.
- Staff have tested for certification exams.

Compost Facility

- Two hundred and seventy-two cubic yards of compost and mulch were sold in September 2025.



Historical data for water and sewer volumes are in Millions Gallons per Day (MGD) and are average daily flows for each month. \*Water permit- 14.0 MGD; \*\*Wastewater permit- 14.2 MGD

| 2025 MGD | Jan  | Feb  | Mar   | Apr   | May  | Jun  | Jul  | Aug  | Sep  | Oct | Nov | Dec | Yearly Average |
|----------|------|------|-------|-------|------|------|------|------|------|-----|-----|-----|----------------|
| Water*   | 5.62 | 5.76 | 6.25  | 5.10  | 5.36 | 5.77 | 5.58 | 5.52 | 5.83 |     |     |     | 5.64           |
| Sewer**  | 6.75 | 7.78 | 8.13  | 8.55  | 7.25 | 6.89 | 6.24 | 8.97 | 5.69 |     |     |     | 7.36           |
| Compost  | 258  | 489  | 1,111 | 1,293 | 698  | 626  | 301  | 193  | 272  |     |     |     | 582            |

\*Water permit- 14.0 MGD; \*\*Wastewater permit- 14.2 MGD

| 2024 MGD | Jan   | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug   | Sep   | Oct  | Nov  | Dec  | Yearly Average |
|----------|-------|------|------|------|------|------|------|-------|-------|------|------|------|----------------|
| Water*   | 5.95  | 5.88 | 5.84 | 5.97 | 6.05 | 7.19 | 6.09 | 5.99  | 5.65  | 5.35 | 5.11 | 4.97 | 5.84           |
| Sewer**  | 10.63 | 8.17 | 8.91 | 7.91 | 8.11 | 5.74 | 8.15 | 13.31 | 11.52 | 9.60 | 6.69 | 6.30 | 8.75           |
| Compost  | 161   | 866  | 970  | 1156 | 542  | 785  | 325  | 215   | 225   | 239  | 200  | 349  | 503            |

\*Water permit- 14.0 MGD; \*\*Wastewater permit- 14.2 MGD

| Distribution & Collections 2025 |                              | Jan | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct | Nov | Dec | Ave |
|---------------------------------|------------------------------|-----|------|------|------|------|------|------|------|------|-----|-----|-----|-----|
|                                 | Utility Line Maint (1000-ft) | 2   | 11.3 | 20.2 | 15.7 | 22.9 | 23.6 | 34.6 | 11.1 | 31.5 |     |     |     | 19  |
|                                 | Lines Camera'd (1000-ft)     | 1   | 1    | 1.2  | 2.5  | 2.8  | 1.9  | 1.2  | 1    | 1.2  |     |     |     | 2   |
|                                 | Water Repairs                | 51  | 18   | 17   | 16   | 10   | 12   | 13   | 21   | 21   |     |     |     | 20  |
|                                 | Sewer Repairs                | 17  | 10   | 15   | 26   | 40   | 33   | 27   | 32   | 37   |     |     |     | 26  |
|                                 | Hydrants Replaced/Fixed      | 7   | 3    | 6    | 4    | 1    | 2    | 5    | 49   | 20   |     |     |     | 11  |
|                                 | Meter Install/Changed        | 5   | 3    | 4    | 7    | 3    | 3    | 6    | 3    | 3    |     |     |     | 4   |

| Distribution & Collections 2024 |                              | Jan  | Feb | Mar  | Apr  | May  | Jun  | Jul  | Aug | Sep  | Oct  | Nov | Dec | Ave |
|---------------------------------|------------------------------|------|-----|------|------|------|------|------|-----|------|------|-----|-----|-----|
|                                 | Utility Line Maint (1000-ft) | 17.5 | 8.5 | 18.7 | 16.9 | 62.4 | 14.7 | 12.4 | 9.3 | 14.7 | 15.3 | 2   | 4.6 | 16  |
|                                 | Lines Camera'd (1000-ft)     | 1.8  | 24  | 1.1  | 1.8  | 2.7  | 1    | 1    | 1   | 1.9  | 2.6  | 1.2 | 1   | 3   |
|                                 | Water Repairs                | 52   | 25  | 18   | 22   | 22   | 24   | 20   | 18  | 26   | 27   | 20  | 24  | 25  |
|                                 | Sewer Repairs                | 21   | 16  | 13   | 20   | 19   | 21   | 20   | 14  | 19   | 18   | 13  | 8   | 17  |
|                                 | Hydrants Replaced/Fixed      | 1    | 3   | 1    | 2    | 3    | 1    | 1    | 2   | 6    | 5    | 3   | 2   | 3   |
|                                 | Meter Install/Changed        | 5    | 5   | 1    | 7    | 5    | 4    | 11   | 5   | 4    | 8    | 5   | 8   | 6   |

**Public Works Department**

September 2025

Prepared by: Jamie Stanley

Date Prepared: October 9, 2025

**Monthly Highlights**

**Streets & Stormwater:** Crews repaired 4 Storm Water Cave-ins and 2 Manholes, swept 245 street miles. Rodded 2,825 LF of SW pipe, Cleaned 6 M/H and 10 C/B. Installed 8 sidewalk sections and 2 driveway aprons using 142 SY of concrete and 100 LF of curb and gutter. Hauled 20 tons of recycle material to improve Hodges St. 19,992 LF of right of way cleared.

**Building, Grounds, Traffic and Signs:** 5 electrical issues were resolved, 3 plumbing problems were handled, 14 general maintenance work orders were completed. Installed power and data for new cubicles in Engineering. Started modifications to the John St. trash corral and installation of Christmas lights on Center St. to include tree trimming. New thermoplastic street marking machine was put in service with training from factory representatives.

| Divisions      |                                | 2025  |      |      |       |       |       |       |       |       |      |       |      | AVG   |
|----------------|--------------------------------|-------|------|------|-------|-------|-------|-------|-------|-------|------|-------|------|-------|
|                |                                | Jan   | Feb  | Mar  | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct  | Nov   | Dec  |       |
| Bldg & Grounds | Plumbing, Electrical, Bldg     | 13    | 32   | 31   | 32    | 26    | 39    | 36    | 21    | 22    |      |       |      | 28.0  |
|                | Traffic / Signs                | na    | na   | na   | na    | na    | na    | 75    | 54    | 40    |      |       |      | 56.3  |
|                | ROW Mowing (ac)                | 0     | 10   | 25   | 74    | 36    | 77    | 32    | 29    | 207   |      |       |      | 54.4  |
|                | City-Owned Lots Mowing (ac)    | 20    | 6    | 20   | 27    | 78    | 35    | 35    | 31    | 17    |      |       |      | 29.9  |
| Garage         | Total Work Orders              | 191   | 139  | 190  | 151   | 155   | 150   | 177   | 159   | 188   |      |       |      | 166.7 |
| Solid Waste    | Refuse (x1000 tons)            | 1.06  | 0.92 | 1.02 | 1.03  | 1.13  | 1.1   | 1.24  | 1.11  | 1.13  |      |       |      | 1.1   |
|                | Recyclables (tons)             | 98    | 72   | 78   | 83    | 76    | 59    | 22    | 10    | 33    |      |       |      | 59.0  |
|                | Leaf-n-Limbs (x1000 tons)      | 0.6   | 0.5  | 0.4  | 0.8   | 0.8   | 0.7   | 0.7   | 0.5   | 0.8   |      |       |      | 0.6   |
| Cemetery       | Funerals                       | 5     | 8    | 4    | 1     | 4     | 4     | 5     | 4     | 2     |      |       |      | 4.1   |
| Street & Storm | Utility Cut Repairs            | 0     | 0    | 13   | 35    | 30    | 11    | 24    | 33    | 22    |      |       |      | 18.7  |
|                | Pot Hole Repairs               | 101   | 239  | 256  | 63    | 170   | 215   | 108   | 112   | 65    |      |       |      | 147.7 |
|                | Streets Swept (miles)          | 188.3 | 182  | 235  | 325.7 | 356   | 446   | 421.6 | 322   | 245.5 |      |       |      | 302.5 |
|                | Pipe&Open Ditch Maint(1000-ft) | 0.38  | 0.46 | 6.04 | 2.4   | 4.97  | 3.9   | 4.69  | 10.2  | 4.07  |      |       |      | 4.1   |
|                | Ditch mowing (1000-ft)         | 0     | 0    | 0    | 0.14  | 11.86 | 15.4  | 7.85  | 4.27  | 1.25  |      |       |      | 4.5   |
| 2024           |                                |       |      |      |       |       |       |       |       |       |      |       |      |       |
| Bldg & Grounds | Radio, Electrical, Bldg        | 33    | 37   | 29   | 30    | 13    | 22    | 29    | 25    | 28    | 41   | 29    | 20   | 28.0  |
|                | ROW Mowing (ac)                | 0     | 0    | 0    | 20    | 21    | 50    | 89    | 53.4  | 80    | 57   | 0     | 0    | 30.9  |
|                | City-Owned Lots Mowing (ac)    | 15    | 10   | 35   | 25    | 10    | 20    | 30    | 27    | 72    | 85   | 0     | 0    | 27.4  |
| Garage         | Total Work Orders              | 248   | 255  | 235  | 207   | 248   | 189   | 175   | 190   | 151   | 171  | 159   | 176  | 200.3 |
| Solid Waste    | Refuse (x1000 tons)            | 1.11  | 1.03 | 1.02 | 1.18  | 1.25  | 1.10  | 1.20  | 1.18  | 1.16  | 1.11 | 1.01  | 1.12 | 1.1   |
|                | Recyclables (tons)             | 19    | 15   | 16   | 0     | 0     | 0     | 9     | 15    | 12    | 15   | 13    | 22   | 11.3  |
|                | Leaf-n-Limbs (x1000 tons)      | 0.8   | 0.8  | 0.5  | 0.5   | 0.7   | 0.6   | 0.6   | 0.4   | 0.4   | 0.6  | 0.6   | 0.7  | 0.6   |
| Cemetery       | Funerals                       | 6     | 2    | 3    | 1     | 6     | 3     | 10    | 3     | 4     | 4    | 2     | 5    | 4.1   |
| Street & Storm | Utility Cut Repairs            | 2     | 15   | 51   | 40    | 14    | 26    | 16    | 22    | 16    | 18   | 18    | 1    | 19.9  |
|                | Pot Hole Repairs               | 73    | 62   | 100  | 188   | 74    | 59    | 71    | 110   | 56    | 177  | 52    | 103  | 93.8  |
|                | Streets Swept (miles)          | 270.4 | 300  | 310  | 356.1 | 369.9 | 314.3 | 305.2 | 358.5 | 379   | 283  | 121.9 | 12.3 | 281.7 |
|                | Pipe&Open Ditch Maint(1000-ft) | 0.35  | 8.30 | 4.03 | 8.46  | 0.77  | 1.18  | 1.41  | 2.79  | 6.07  | 0.56 | 0.536 | 0.86 | 2.9   |
|                | Ditch mowing (1000-ft)         | 0.00  | 0.00 | 0.00 | 5.08  | 7.81  | 1.15  | 12.37 | 5.40  | 16.17 | 0.00 | 0.00  | 0.00 | 4.0   |
|                |                                | 6     | 4    | 4    | 7     | 2     | 2     | 4     | 3     | 3     | 5    | 1     | 2    | 3.6   |

## Travel and Tourism

September 2025

Prepared by: Amanda Justice, Candace Clarkson and Amber Herring

Date Prepared: 10/07/2025

- Total hotel revenue generated in August was \$2,436,698 which is up 8.3% YOY. September totals have not yet been released.
- August's SEO report is available for anyone who wants to take a look.
  - Organic sessions experienced a 45% dip in traffic over the previous period. This can be attributed to recent website changes to the URLs and title tags of high traffic pages.
  - User engagement improved by 10% year-over-year.
  - Pageviews per session increased by 5% and average session duration went up 12.71%.
  - Organic search continues to be the primary traffic source, driving 76% of total website visits. September numbers not yet available.
- Candace has finalized the restaurant solicitation brochure, and it is ready to print
- 9/2 – Hosted the Downtown Merchants Association Meeting
- 9/4 – Attended Taste of Wayne
- 9/5- Call with Cycle NC
- 9/6 – Worked NC Freedom Fest – we had an informational booth and sponsored/hosted the VIP/Hospitality tent
- 9/10 – Amanda attended NCLM management training in Edenton
- 9/11 – AJGA sponsorship meeting with Dustin Pike
- 9/12- Radio interview about Cycle NC with the Mayor
- 9/12 – Meeting with Tammy at Homewood Suites to discuss 11/4 event
- 9/23 – Site Visit at Maxwell Center and Homewood Suites with Octavius – discussed details for the 11/4 event
- 9/24 – TDA/GTC monthly meeting
- 9/25 – Hoteliers Meeting

### City Occupancy Tax Collections

August tax collections have not been released

|         | July     | Aug      | Sept      | Oct      | Nov       | Dec      | Jan       | Feb      | March     | April    | May       | June      | YTD        | Average  |
|---------|----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|-----------|------------|----------|
| 2025-26 | \$90,030 | \$99,059 |           |          |           |          |           |          |           |          |           |           | \$189,089  | \$94,544 |
| 2024-25 | \$85,920 | \$85,921 | \$122,575 | \$84,785 | \$103,718 | \$63,096 | \$102,434 | \$64,459 | \$107,807 | \$95,488 | \$101,927 | \$105,986 | \$112,4116 | \$93,676 |



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Saving Union Station Effort Update

**DEPARTMENT:** Downtown Development

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**BACKGROUND:**

Saving Union Station formed in late 2023 to advocate for stabilizing the iconic Goldsboro Union Station (GUS). Their goal is to raise \$750,000 to match a combined and equal contribution by the City of Goldsboro and County of Wayne, to reach the necessary \$1.5 million needed to address GUS's most immediate stabilization needs.

Completed in 1909, Goldsboro's Union Station was built to serve three railroad companies; one had boasting rights of owning the longest rail line in the world at 161.5 miles. It was designed to convey the importance of the railroad to Goldsboro, Wayne County, and eastern NC with its elaborate architectural details, much of which are still intact, and is considered to be one of North Carolina's most ambitiously designed stations. This landmark structure is listed in the National Register of Historic Places and holds the honor of state significance.

NCDOT acquired the property in 2007 with the intent to transfer ownership to the City to enable grant and funding opportunities to secure its rehabilitation. The City accepted ownership in April 2009. This partnership led to two grants, one provided by NCDOT and another by the Federal Highway Administration, where the City provided matching funds to acquire and stabilize the building. Approximately \$2.7M has been invested in the building to date, including: property acquisition, temporary structure stabilization construction, select demolition, and professional services that resulted in a historic finishes analysis, environmental studies, and rehabilitation construction plans.

Additional investment has been made around GUS to further the progress of the transportation hub concept, including the construction of the new GWTA facility, funded primarily by a state appropriation, and a 2013 USDOT, Transportation Infrastructure Generating Economic Recovery (TIGER) grant. Additionally, site and Walnut Street streetscape improvements were completed and funded as part of the 2013 TIGER grant around GUS to improve the viability of future use. Lastly, a new roof on portions of the station, and an Adaptive Reuse Study were conducted through the period of 2016 to 2020.

GUS remains a priority for the Downtown Development Department and the City of Goldsboro. Though substantial efforts have been made over a 20-year period, the age of the property, weight of the clay roof tiles, and environmental hazards, make GUS extremely vulnerable. Without complete stabilization, the reality of rehabilitation is unlikely, resulting in the almost certain loss of one of Goldsboro's most prominent historic assets. With it, the loss of future rail use and tax revenue, as well as economic impact to the neighborhood and reduction of property value.

Saving Union Station continues to make progress with grassroots efforts to raise the \$750,000 commitment it was tasked with in November 2023. Today, the committee is working to close a gap of \$89,000 to finalize its goal.

**DISCUSSION:**

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

This information is presented as an update on continued efforts of the Saving Union Station Committee. No action is required at this time.

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Erin Fonseca  
Sakeithia Reece  
Laura Getz  
Matthew Livingston



Saving Union Station Day – June 4, 2024

# Goldsboro Union Station Related Updates

October 2025







Image of GUS, passenger rail line and canopy in early 1900s



2009, Goldsboro celebrates GUS's 100<sup>th</sup> Birthday

# Timeline

- 1906: The concept and construction of Goldsboro Union Station begins.
- 1909: GUS is opened to the public.
- 1968: Passenger rail service ended along rail line and GUS is decommissioned
- 1972: Building and property re purchased by Arthur Perry.
- 1977: Union Station is placed on the National Register of Historic Places.
- 1999: NCDOT conducts the Eastern Rail Passenger Study (ERPS) to explore options for passenger rail service connecting Raleigh and Wilmington
- 2005: A Redo of the ERPS is done resulting in a favored Goldsboro route
- 2007: NCDOT acquires GUS and applies grant money to conduct an environmental study, a conditions assessment, and initial stabilization work.
- 2009: NCDOT conveys GUS and property to City of Goldsboro. Parties enter into an MOU.



Interior as of approximately 2019



# Timeline

- 2010: The Goldsboro/NCDOT partnership results in FHWA grant to conduct select demolition of ancillary buildings and develop construction plans for its restoration and reuse.  
GWTA conducts a long, and short-range transit study resulting in confidence to explore a new hub.
- 2011: GWTA, the City, County, FTA and NCDOT supports GWTA's new hub's location at GUS.
- 2013: GWTA's transit facility is part of the City's TIGER grant award, along with three blocks of Center Street Streetscape and two blocks of W. Walnut Street.
- 2015: GWTA's transit facility is opened to public.  
GUS's parking lot, grounds, supporting underground infrastructure, and light poles are constructed/installed.
- 2016: A revised FHWA grant project scope frees remaining balance of funds with participation from NCDOT and City. Funds support replacement of sump pump, fencing installation, light pole banners, completion of paving, and roof replacement.
- 2019: Roof construction was completed for the portions funding allowed.



# 2023

- [Eastern Carolina Rail](#) announces renewed interest to develop a passenger rail line connecting Raleigh and Wilmington.
- NCDOT Passenger Rail employees visit GUS.
- USDOT Federal Rail Administration (FRA) announces \$36B in funding to study national preferred passenger rail routes.
- A January 2023 GUS appraisal places current value of **-\$791,000**.
- A state appropriation is given to Goldsboro due to several project request, GUS included.

- Saving Union Station (SUS), a local advocacy group, forms to support saving the station through needed stabilization work.
- The Goldsboro City Council and Wayne County Board of Commissioners agree to split \$750,000 of the \$1.5 million stabilization budget should SUS raise the other \$750,000.



# 2024

Spring 2024: SUS Volunteer GUS Clean Up

May 29, 2024: [WRAL Story](#)

June 4, 2024: SUS Day

Sept. 2024 [Southeastern Passenger Rail Study](#) Passes Feasibility Status. Goldsboro route still favored.

Fall 2024: City Authorizes Use of \$375,000 to begin Phase 1 RFQ to solicit Design-Builder team is prepped.  
RDED Grant Application Prep



Rep. John Bell Speaks at Saving Union Station Day – June 4, 2024



# 2025



Wayne Week Cover Story, January 2025



January 2, 2025:

GUS Phase 1 Stabilization RFQ

January 8, 2025:

RDED Grant Application  
Due/Submitted

January 16, 2025:

NEPA Application for Approval

February 12, 2025:

NEPA Approval, Contingent

February 22, 2025:

RFQ Review Meeting

February 24, 2025:

RDED Grant Award

April 2025:

[NC House Bill 752 Introduced](#) –  
Creation of a Rail Fund

August 11, 2025:

The Assembly article: [Can North Carolina Bring Back Passenger Rail?](#)

October 6, 2025:

TA Loving/COG Contract  
Consideration





What People Can Expect to See, Phase 1

Fundraising Status/Future Phase(s)

Southeastern Passenger Rail Route, State/Federal Updates

Next Steps



Poster created by NCDOT to illustrate and educate intent of GUS as impetus for multi-modal transportation hub.

# Phase 1/Priority 1 Activities



## REQUEST FOR QUALIFICATIONS

For Design-Builder Services For the Historic Rehabilitation &  
Restoration of Goldsboro's Union Station



### Design Services

Subsurface, Stormwater Management, Erosion Control

### Construction Services

- Temporary stabilization of key structural elements (West Portico, South Wing, East Elevation columns)
- Reconstruction of load-bearing masonry wall at West Elevation of South Wing
- Repair and replacement of wood roof brackets and roof structure at North and South wings, East and West Porticos
- Redirection of building perimeter drainage



# Phase 1/Priority 1 Activities



Current Conditions

- Repointing of critically deteriorated exterior masonry columns and wall areas
- Replacement of temporary roof structure at the truncated tower
- Roof framing repairs at North and South wings
- Remove Concrete Slab and Debris, Interior South Wing
- Backfill Crawl Space of South Wing and Prep for Slab-On-Grade
- Replace Sump Pumps
- Remove Concrete at Exterior West Wall; Backfill to Finished Grade Elevation

# Schedule

- November 2025, Design Kickoff Meeting
- Design Phase, November to March, 2026
- SHPO Review
- Construction Activities Coinciding as Early as January 2026, as Permitted/Approved.



Current Conditions



# Fundraising Update



SUS Day – 2024, Gaylor and Peacock Provide Guided Tours



- \$1.5M Budget/Need
- \$375,000 In Action – Phase 1: COG
- \$612,500 - NC RDED Grant
- DGDC Contribution - \$37,500 required 5% grant match
- Private Donations - \$11,100
- Wayne County Commissioners - \$375,000 Commitment once the SUS Team reaches its \$750,000 goal.
- \$89,000 Short - SUS



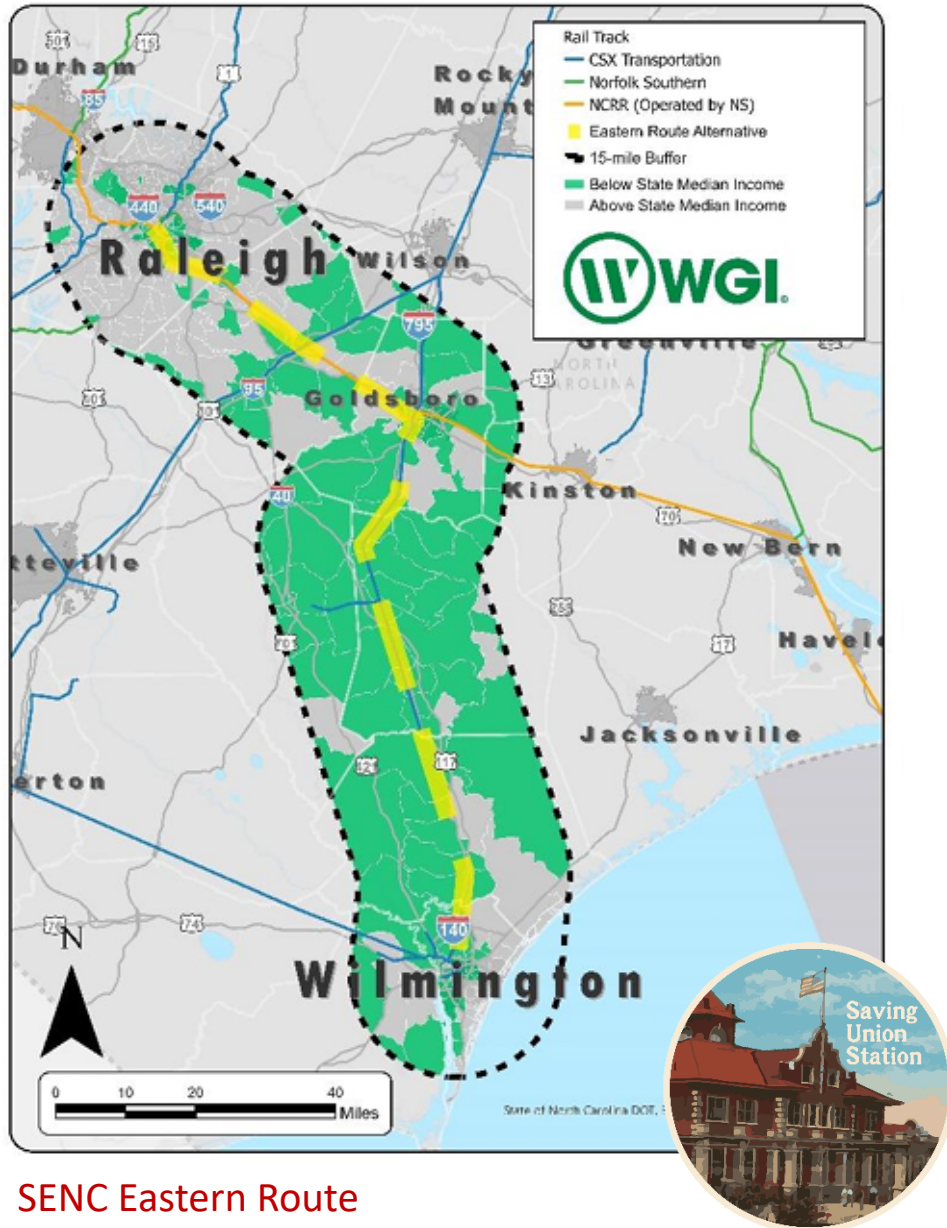
Artist Rendering of GUS Multi-Modal  
Transportation Hub Vision

## Logistical Considerations/Outside Partners

- SHPO
- RDED Grant
- NCDOT







SENC Eastern Route

## NCDOT Update

- [Southeastern NC Passenger Rail Feasibility Study, 2024](#)
- NCDOT is currently working through Step 1 of the Federal Corridor ID program – almost completed.
- Anticipate moving into Step 2 in early 2026.
- Step 2 will require local funding (10% non-federal match for 90% federal funding).

## Southeast Region

Metropolitan areas in the Southeast are among the fastest growing in the nation and the states have recognized the need to invest.



**Two Additional Trains Per Day**  
between Charlotte and Raleigh

North Carolina has committed to increase capacity and improve service quality and reliability for the three corridor trains that operate daily, and support additional corridor trains.



**Improved Reliability**  
and congestion mitigation in North Carolina

Four new track crossovers between Petersburg, VA and Raleigh, NC will improve reliability and service quality, strengthening connections between the Northeast Corridor and routes serving the Southeast.

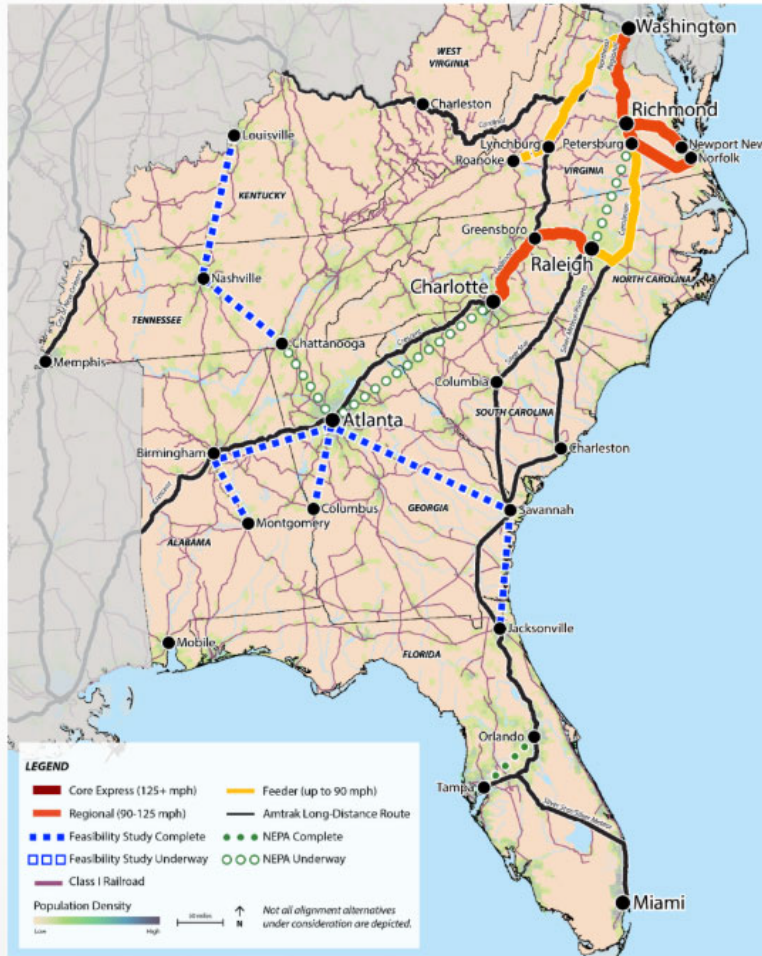


**Planning and Feasibility Studies**  
currently underway for several corridors

Planning is underway to expand service on the Atlanta-Charlotte Corridor, building upon a 2008 feasibility study. Studies are also underway in Georgia, Alabama, and Tennessee, to extend rail service to more communities.



**90% Ridership Increase**  
in the region since 2005



Federal Rail Administration's  
IPR Southeast Region Map

## Federal Updates

- [National Railroad Partnership Program / Federal-State Partnership for Intercity Passenger Rail \(FSP\) Grant Program](#)
- [NOFO](#)
- Only for activities that impact Inter-city Passenger Rail (IPR)







Salisbury Train Station



## Next Steps

- Fulfill Funding Gap
- Celebrate Rail – April 11, 2026
- EOI
- Complete Stabilization
- C-Pace & Other Tools
- Advocate/Develop Partnerships



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Review of Goldsboro's Growth: Current Approved and Near Future Developments

**DEPARTMENT:** Development Services

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**BACKGROUND:**

Planning Staff has been asked to provide a brief analysis of recent development trends, in particular as it relates to water and sewer services. Recent trends suggest that large scale tracts of land with easy access to water and sewer will remain in high demand and will continue to provide housing opportunities for the foreseeable future.

**DISCUSSION:**

**Approved residential projects** of substantial scale have been noted with a total of approximately 2229 units with preliminary approval or currently under construction.

| Project Name                     | Units | Location           |
|----------------------------------|-------|--------------------|
| Magnolia Grove                   | 179   | 11th Street        |
| New Hope Place Apartments        | 80    | Cuyler Best Road   |
| Adair Gardens                    | 48    | Keller Way         |
| Adair Villas                     | 72    | Keller Way         |
| Seymour Village Subdivision      | 61    | Corbet Street      |
| Hawthorne Trail Subdivision      | 312   | Cuyler Best Road   |
| Oak Forest Apartments            | 312   | Oak Forest Road    |
| The Flats at New Hope Apartments | 236   | New Hope Road      |
| McNair Heights Subdivision       | 93    | McNair Street      |
| New Hope Village                 | 72    | East New Hope Road |
| Idlewild Subdivision             | 126   | Hilltop Lane       |

|                           |     |                   |
|---------------------------|-----|-------------------|
| Harding Drive Subdivision | 143 | Harding Drive     |
| Eagles Reach Subdivision  | 174 | Issac Smith Road  |
| Tucker Trace              | 129 | Tommy's Road      |
| Borden Mills Apartments   | 144 | N. William Street |
| Abbot Crossing            | 48  | Graves Drive      |

**Residential Units approved within the last 3 years are as follows:**

| Year           | Total #<br>of Units | % Change |
|----------------|---------------------|----------|
| 2022           | 259                 |          |
| 2023           | 181                 | -30%     |
| 2024           | 953                 | 427%     |
| Projected 2025 | 836                 | -12%     |

**The percentage of market rate and workforce housing is as follows.**

Housing Market Target Data Last 3 Years

| <u>Housing Demographic</u> | <u>#<br/>Units</u> | <u>% of<br/>Residential Dev.</u> |
|----------------------------|--------------------|----------------------------------|
| Market                     | 1824               | 81.83%                           |
| LMI/Workforce              | 405                | 18.17%                           |

**Commercial Development**

Commercial site plans make up a large percentage of the workload experienced by Planning Services. The most notable projects include Wayne Community College Additions, WAWA #1 and #2, Aspen Dental, Sports Durst, Mount Olive Pickel, Sunbelt Rentals, Dollar General #1 and #2, Panda Express, Cook Out, 7Brew Coffee Shop, All American Storage, Security Mini-Storage, Duke Energy Operation Center, Franklin Bakery Site Improvements, Tractor Supply, Wayne County ABC Store, Royal Farms Convenience Stores, Family Care Convenience Store and O'Reily Auto Parts.

Commercial Site Plan

|                             |            |
|-----------------------------|------------|
| 2022                        | 24         |
| 2023                        | 41         |
| 2024                        | 32         |
| 2025                        | 29         |
| Total to date<br>since 2022 | <u>126</u> |

**Annexations are required for all projects requiring access to city sewer services.**

|                  |           |
|------------------|-----------|
| 2022             | 3         |
| 2023             | 5         |
| 2024             | 3         |
| 2025             | 6         |
| Total since 2022 | <u>17</u> |

### **Future Growth**

Planning Services is of the belief that future growth will continue in a few key areas within the city and its surrounding extraterritorial jurisdiction. These areas include US 117, NC 581, Interstate 42 exit 361, exit 358 and exit 356, North Berkely Boulevard, Wayne Memorial Drive, New Hope Road, Tommy's Road, North Oak Forest Road and Fallen Boulevard.

### **BUDGET RELATIONSHIP:**

N/A

### **STRATEGIC PLAN RELATIONSHIP:**

N/A

### **STAFF RECOMMENDATION:**

N/A

### **MANAGER'S RECOMMENDATION:**

N/A

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### **APPROVERS**

April Choice  
Sakeithia Reece  
Laura Getz  
Matthew Livingston

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# Future Development Wastewater Flow Tracking

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Jonathan Perry, Engineering Manager

October 20, 2025

# Introduction:

- Sewer flow tracking is performed during the permitting phase of a project. This generally, takes place after the plan has been approved through the site plan review process.
- The engineer for the project will provide how much flow the development will use, and that is input into a standard form The Department of Environmental Quality and ready for signature by the City Manager.
- The purpose of this form is for municipalities to keep up with and track flows from new developments.

# Development Listings:

| Project Name                                                                                                               | File#           | Units      | Status             | Location                  |
|----------------------------------------------------------------------------------------------------------------------------|-----------------|------------|--------------------|---------------------------|
| Magnolia Grove                                                                                                             | SUB-01-22       | 179        | Approved           | 11th Street               |
| Adair Gardens                                                                                                              | SP-??-23        | 48         | Approved           | Keller Way                |
| <b>Adair Villas</b>                                                                                                        | <b>SP-22-23</b> | <b>72</b>  | <b>Approved</b>    | <b>Keller Way</b>         |
| Seymour Village Subdivision                                                                                                | S-16-23         | 61         | Approved           | Corbet Street             |
| Hawthorne Trail Subdivision                                                                                                | SUB-04-24       | 312        | Approved           | Cuyler Best Road          |
| New Hope Place Apartments                                                                                                  | SP-03-22        | 80         | Approved           | Cuyler Best Raod          |
| <b>New Hope Village</b>                                                                                                    | <b>SP-18-25</b> | <b>72</b>  | <b>In Review</b>   | <b>East New Hope Road</b> |
| Oak Forest Apartments                                                                                                      | SP-08-24        | 312        | Approved           | Oak Forest Road           |
| The Flats at New Hope Apartments                                                                                           | SP-08-24        | 236        | Approved           | New Hope Raod             |
| Idlewild Subdivision                                                                                                       | SUB-03-25       | 126        | Approved           | Hilltop Lane              |
| Harding Drive Subdivision                                                                                                  | CZ-01-25        | 143        | Approved           | Harding Drive             |
| Eagles Reach Subdivision                                                                                                   | CZ-03-25        | 174        | In Review          | Issac Smith Road          |
| Tucker Trace                                                                                                               | CZ-04-25        | 129        | In Review          | Tommy's Road              |
| <b>Borden Mills Apartments</b>                                                                                             | <b>CZ-06-25</b> | <b>144</b> | <b>In Review</b>   | <b>N. William Street</b>  |
| McNaire Heights Subdivision                                                                                                | CZ-10-24        | 93         | Approved           | McNair Street             |
| Abbot Crossing                                                                                                             | SP-24-25        | 48         | Approved           | Graves Drive              |
| <b>Mears Bluff Extension</b>                                                                                               |                 | <b>290</b> | <b>Preliminary</b> | <b>Patetown Road</b>      |
|                                                                                                                            | Total           | 2519       |                    |                           |
| <p>Since I don't know how many bedrooms, I assumed a 2.5 average bedrooms per unit. State of NC uses 75GPD per bedroom</p> |                 |            |                    |                           |
|                                                                                                                            | 187.5 GPD       | 1024 Units | 192,000 GPD        |                           |

- The developments highlighted in red are developments that have capacity set aside for in a flow tracking spreadsheet
- The developments in bold are the developments that don't have capacity set aside yet. These developments are normally in the permitting phase.
- There are 1024 units that aren't accounted for yet, and the bedroom count was assumed at 2.5. Generally, speaking most of these units will be 2- or 3-bedroom units. That equates to 192,000 GPD of sewer capacity.



# Current Flow Tracking:

- Item C is the current permitted flow for the WWTP – 14.2 MGD.
- Item D is the previous developments  
Item D + Item F.
- Item E is the current flow that the plant is treating, and the plant is currently at 7.36 MGD.
- Item F is the total flow per day for this development, and that number is divided by 1,000,000 MGD.
- Item G is sum of Item D, Item E, and Item F.
- Item H is Item G divided by Item C, and that is the percentage of current permitted flow.

|   | Date                                                      |  |  |  |  | 10/9/2025                                | 8/6/2025                     | 7/30/2025                         |
|---|-----------------------------------------------------------|--|--|--|--|------------------------------------------|------------------------------|-----------------------------------|
|   | Project Name                                              |  |  |  |  | Future Develop-<br>ment Flow<br>Tracking | McNair<br>Hieghts<br>Phase 1 | Abbotts<br>Crossing<br>Apartments |
| c | c. WWTP facility's permitted flow                         |  |  |  |  | 14.2                                     | 14.2                         | 14.2                              |
| d | d. Estimated obligated flow not yet tributary to the WWTP |  |  |  |  | 2.22819                                  | 2.21703                      | 2.20875                           |
| e | e. WWTP facility's actual avg. flow                       |  |  |  |  | 7.36                                     | 8.75                         | 8.75                              |
| f | f. Total flow for this specific request                   |  |  |  |  | 0.192                                    | 0.01116                      | 0.00828                           |
| g | g. Total actual and obligated flows to the facility       |  |  |  |  | 9.78019                                  | 10.9782                      | 10.96703                          |
| h | h. Percent of permitted flow used                         |  |  |  |  | 68.87%                                   | 77.31%                       | 77.23%                            |

# Wet-Weather Flow Tracking:

| 10/9/2025                               | 8/6/2025                  | 7/30/2025                      | 7/29/2025            | 7/2/2025             | 10/14/2024                                       | 8/16/2024                     | 7/18/2024                              | 10/19/2023                    | 3/2/2023   | 5/11/2023        | 3/2/2023                                             | 10/5/2022                      | 10/17/2022                      | 10/14/2022                    |
|-----------------------------------------|---------------------------|--------------------------------|----------------------|----------------------|--------------------------------------------------|-------------------------------|----------------------------------------|-------------------------------|------------|------------------|------------------------------------------------------|--------------------------------|---------------------------------|-------------------------------|
| Future Develop<br>ment Flow<br>Tracking | McNair Hieghts<br>Phase 1 | Abbotts Crossing<br>Apartments | Idlewild Subdivision | The Flats @ New Hope | Hawthorne Tail Subdivisio<br>n, Cuyler Best Road | Oak Forest, N Oak Forest Road | Mallard Oil Company, N. William Street | Seymour Village Townhome<br>s | Wawa NCS81 | Wayne County DSS | Fork Township Becton Sewer CN 290 medical office 581 | Mt. Olive Pickle Goldsbor<br>o | Fremont Meadows Subdivisio<br>n | Fremont Elementar<br>y School |
| 14.2                                    | 14.2                      | 14.2                           | 14.2                 | 14.2                 | 14.2                                             | 14.2                          | 14.2                                   | 14.2                          | 14.2000    | 14.2000          | 14.2000                                              | 14.2000                        | 14.2000                         | 14.2000                       |
| 2.22819                                 | 2.21703                   | 2.20875                        | 2.17365              | 2.11613              | 2.04165                                          | 1.9963                        | 1.9918                                 | 1.9533                        | 0.37742    | 0.36742          | 0.36552                                              | 0.2130                         | 0.2040                          | 0.1950                        |
| 9                                       | 8.75                      | 8.75                           | 8.75                 | 8.75                 | 7.6233                                           | 7.6233                        | 7.6233                                 | 7.6233                        | 7.62333    | 7.62333          | 7.62333                                              | 11.3858                        | 11.3858                         | 11.3858                       |
| 0.192                                   | 0.01116                   | 0.00828                        | 0.0351               | 0.05752              | 0.07448                                          | 0.04535                       | 0.0045                                 | 0.0385                        | 0.00355    | 0.01000          | 0.00190                                              | 0.1525                         | 0.0090                          | 0.0090                        |
| 11.4202                                 | 10.9782                   | 10.96703                       | 10.95875             | 10.92365             | 9.73943                                          | 9.66495                       | 9.6196                                 | 9.6152                        | 8.00430    | 8.00075          | 7.99075                                              | 11.7513                        | 11.5988                         | 11.5898                       |
| 80.42%                                  | 77.31%                    | 77.23%                         | 77.17%               | 76.93%               | 68.59%                                           | 68.06%                        | 67.74%                                 | 67.71%                        | 56.368%    | 56.34%           | 56.27%                                               | 82.76%                         | 81.68%                          | 81.62%                        |

- This slide shows how wet weather affects used percentage, based on the actual average flow being treating at the WWTP

- In July and August, the plant treated 8.75 MGD, so an even 9.0 MGD was used in this scenario to show what it would look like for the percentage of capacity at the plant.

- Below, a wet weather scenario of 10.0 MGD was used to show how that number influences the capacity at the plant.

| 10/9/2025                               | 8/6/2025                  | 7/30/2025                      | 7/29/2025            | 7/2/2025             | 10/14/2024                                       | 8/16/2024                     | 7/18/2024                              | 10/19/2023                    | 3/2/2023   | 5/11/2023        | 3/2/2023                                             | 10/5/2022                      | 10/17/2022                      | 10/14/2022                    |
|-----------------------------------------|---------------------------|--------------------------------|----------------------|----------------------|--------------------------------------------------|-------------------------------|----------------------------------------|-------------------------------|------------|------------------|------------------------------------------------------|--------------------------------|---------------------------------|-------------------------------|
| Future Develop<br>ment Flow<br>Tracking | McNair Hieghts<br>Phase 1 | Abbotts Crossing<br>Apartments | Idlewild Subdivision | The Flats @ New Hope | Hawthorne Tail Subdivisio<br>n, Cuyler Best Road | Oak Forest, N Oak Forest Road | Mallard Oil Company, N. William Street | Seymour Village Townhome<br>s | Wawa NCS81 | Wayne County DSS | Fork Township Becton Sewer CN 290 medical office 581 | Mt. Olive Pickle Goldsbor<br>o | Fremont Meadows Subdivisio<br>n | Fremont Elementar<br>y School |
| 14.2                                    | 14.2                      | 14.2                           | 14.2                 | 14.2                 | 14.2                                             | 14.2                          | 14.2                                   | 14.2                          | 14.2000    | 14.2000          | 14.2000                                              | 14.2000                        | 14.2000                         | 14.2000                       |
| 2.22819                                 | 2.21703                   | 2.20875                        | 2.17365              | 2.11613              | 2.04165                                          | 1.9963                        | 1.9918                                 | 1.9533                        | 0.37742    | 0.36742          | 0.36552                                              | 0.2130                         | 0.2040                          | 0.1950                        |
| 10                                      | 8.75                      | 8.75                           | 8.75                 | 8.75                 | 7.6233                                           | 7.6233                        | 7.6233                                 | 7.6233                        | 7.62333    | 7.62333          | 7.62333                                              | 11.3858                        | 11.3858                         | 11.3858                       |
| 0.192                                   | 0.01116                   | 0.00828                        | 0.0351               | 0.05752              | 0.07448                                          | 0.04535                       | 0.0045                                 | 0.0385                        | 0.00355    | 0.01000          | 0.00190                                              | 0.1525                         | 0.0090                          | 0.0090                        |
| 12.4202                                 | 10.9782                   | 10.96703                       | 10.95875             | 10.92365             | 9.73943                                          | 9.66495                       | 9.6196                                 | 9.6152                        | 8.00430    | 8.00075          | 7.99075                                              | 11.7513                        | 11.5988                         | 11.5898                       |
| 87.47%                                  | 77.31%                    | 77.23%                         | 77.17%               | 76.93%               | 68.59%                                           | 68.06%                        | 67.74%                                 | 67.71%                        | 56.368%    | 56.34%           | 56.27%                                               | 82.76%                         | 81.68%                          | 81.62%                        |

# Wet-Weather Flow Tracking:

| 10/9/2025                        | 8/6/2025               | 7/30/2025                   | 7/29/2025            | 7/2/2025             | 10/14/2024                                   | 8/16/2024                     | 7/18/2024                              | 10/19/2023                | 3/2/2023   | 5/11/2023        | 3/2/2023                                             | 10/5/2022                  | 10/17/2022                  | 10/14/2022                |
|----------------------------------|------------------------|-----------------------------|----------------------|----------------------|----------------------------------------------|-------------------------------|----------------------------------------|---------------------------|------------|------------------|------------------------------------------------------|----------------------------|-----------------------------|---------------------------|
| Future Development Flow Tracking | McNair Hieghts Phase 1 | Abbotts Crossing Apartments | Idlewild Subdivision | The Flats @ New Hope | Hawthorne Tail Subdivision, Cuyler Best Road | Oak Forest, N Oak Forest Road | Mallard Oil Company, N. William Street | Seymour Village Townhomes | Wawa NC581 | Wayne County DSS | Fork Township Becton Sewer CN 290 medical office 581 | Mt. Olive Pickle Goldsboro | Fremont Meadows Subdivision | Fremont Elementary School |
| 14.2                             | 14.2                   | 14.2                        | 14.2                 | 14.2                 | 14.2                                         | 14.2                          | 14.2                                   | 14.2                      | 14.2000    | 14.2000          | 14.2000                                              | 14.2000                    | 14.2000                     | 14.2000                   |
| 2.22819                          | 2.21703                | 2.20875                     | 2.17365              | 2.11613              | 2.04165                                      | 1.9963                        | 1.9918                                 | 1.9533                    | 0.37742    | 0.36742          | 0.36552                                              | 0.2130                     | 0.2040                      | 0.1950                    |
| 11.3858                          | 8.75                   | 8.75                        | 8.75                 | 8.75                 | 7.6233                                       | 7.6233                        | 7.6233                                 | 7.6233                    | 7.62333    | 7.62333          | 7.62333                                              | 11.3858                    | 11.3858                     | 11.3858                   |
| 0.192                            | 0.01116                | 0.00828                     | 0.0351               | 0.05752              | 0.07448                                      | 0.04535                       | 0.0045                                 | 0.0385                    | 0.00355    | 0.01000          | 0.00190                                              | 0.1525                     | 0.0090                      | 0.0090                    |
| 13.806                           | 10.9782                | 10.96703                    | 10.95875             | 10.92365             | 9.73943                                      | 9.66495                       | 9.6196                                 | 9.6152                    | 8.00430    | 8.00075          | 7.99075                                              | 11.7513                    | 11.5988                     | 11.5898                   |
| 97.23%                           | 77.31%                 | 77.23%                      | 77.17%               | 76.93%               | 68.59%                                       | 68.06%                        | 67.74%                                 | 67.71%                    | 56.368%    | 56.34%           | 56.27%                                               | 82.76%                     | 81.68%                      | 81.62%                    |

- 2022 & 2023, were extremely wet years, so this scenario was utilized to show what that would look like with these proposed developments.
- As shown, if the flow gets up to 11.3858 MGD, the capacity of the plant is at 97.23%.

# 80/90 Rule:

- This is a regulation that requires wastewater treatment facilities to take specific actions as their average daily flow approaches their hydraulic permitted capacity.
- 80% Rule: When the annual average flow reaches 80% of the plants permitted capacity, the city is required to submit an engineering evaluation to the state. This report must detail how the city plans to meet future wastewater treatment needs. Options can include expanding the WWTP, reducing extraneous flow, or implementing water conservation measures.
- 90% Rule: Before the annual average flow exceeds 90% of it's capacity, the city must obtain all necessary permits for expanding the WWTP. It also must submit the final plans and a construction schedule for the expansion.

# Questions?

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

---

**TITLE:** Update on Water Reclamation Facility Expansion

**DEPARTMENT:** Public Utilities

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**BACKGROUND:**

The expansion and upgrade of the Water Reclamation Facility (WRF) have appointed Crowder Construction Company as the Design-Builder and Hazen and Sawyer as the Design Consultant. Together, they form a progressive design-build (PDB) team tasked with advancing the project design to the Guaranteed Maximum Price (GMP) level. The initial contract and scope for early-start services included foundational tasks to initiate the design process. This expanded scope for the development of the design report builds upon those early services, marking a significant step towards establishing the GMP.

**DISCUSSION:**

The Early Start services have been successfully completed. The subsequent phase in the Design-Build process involves the development of the Basis of Design Report (BODR). This report encompasses the Survey and Geotechnical analysis, which are critical in informing major design components and identifying risks that may impact both design and cost. Additionally, the Basis of Design will advance the design to a 15% completion level, establishing layouts and preferred technologies. The Design-Build team will also provide the initial construction cost estimate.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

It is recommended that the council review the subsequent steps in the design-build process and, at a future meeting, authorize the mayor and city manager to permit Crowder Construction Company and Hazen and Sawyer Engineering to conduct the Basis of Design Report (BODR).

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Bert Sherman  
Sakeithia Reece  
Laura Getz



Matthew Livingston

# Arrington Bridge WRF Upgrade & Expansion Project

## City of Goldsboro

Presented by



+ Hazen



# Agenda

- **Estimated Schedule & Budget**
- **Next Step – Basis of Design Report**
- **Funding Assistance**
- **Recommendation**
- **Appendix – Project Overview**

# Estimated Schedule & Budget

| Milestone                          | Duration              | Budget               |
|------------------------------------|-----------------------|----------------------|
| Early Start Services               | Complete <sup>1</sup> | \$600k               |
| Basis of Design, Survey, & Geotech | 1 year                | \$1.9M               |
| Design to 75% & Permitting         | 1.5 years             | \$11-12M             |
| GMP Development & Approval         | 0.5 year              | -                    |
| 100% Design & Construction         | 3 years               | \$120M+ <sup>2</sup> |

1. Pending results of flow projections & merger/regionalization studies by others

2. Jan 2024 City Council presentation by others gave a range of \$80M to \$140M

- 6-year total project duration for the additional 3.4 mgd capacity, provided no delays between milestones

# Next Step – Basis of Design Report & Cost Estimate

- Survey & Geotech
  - Informs major design components and identifies risks impacting design and cost
- Basis of Design
  - Advances the design to ~15%
  - Establish layouts and preferred technologies through experience and meetings with plant staff
- Cost Estimate
  - First construction cost estimate provided by Crowder-Hazen team based on Basis of Design
- Funding Assistance
  - NC DEQ CWSRF Low Interest Loans

# Funding Assistance

- North Carolina Department of Environmental Quality Clean Water State Revolving Fund (NC DEQ CWSRF)
- Very competitive particularly for plant expansion type projects
- Application submitted four times - Spring & Fall of 2024 & 2025
- No low interest loan money awarded to date
- Awaiting results from Fall 2025 round (expected February 2026)



# City Manager's Recommendation

- City Manager to follow at an upcoming Council Meeting with a recommendation of Notice to Proceed for the Basis of Design Report

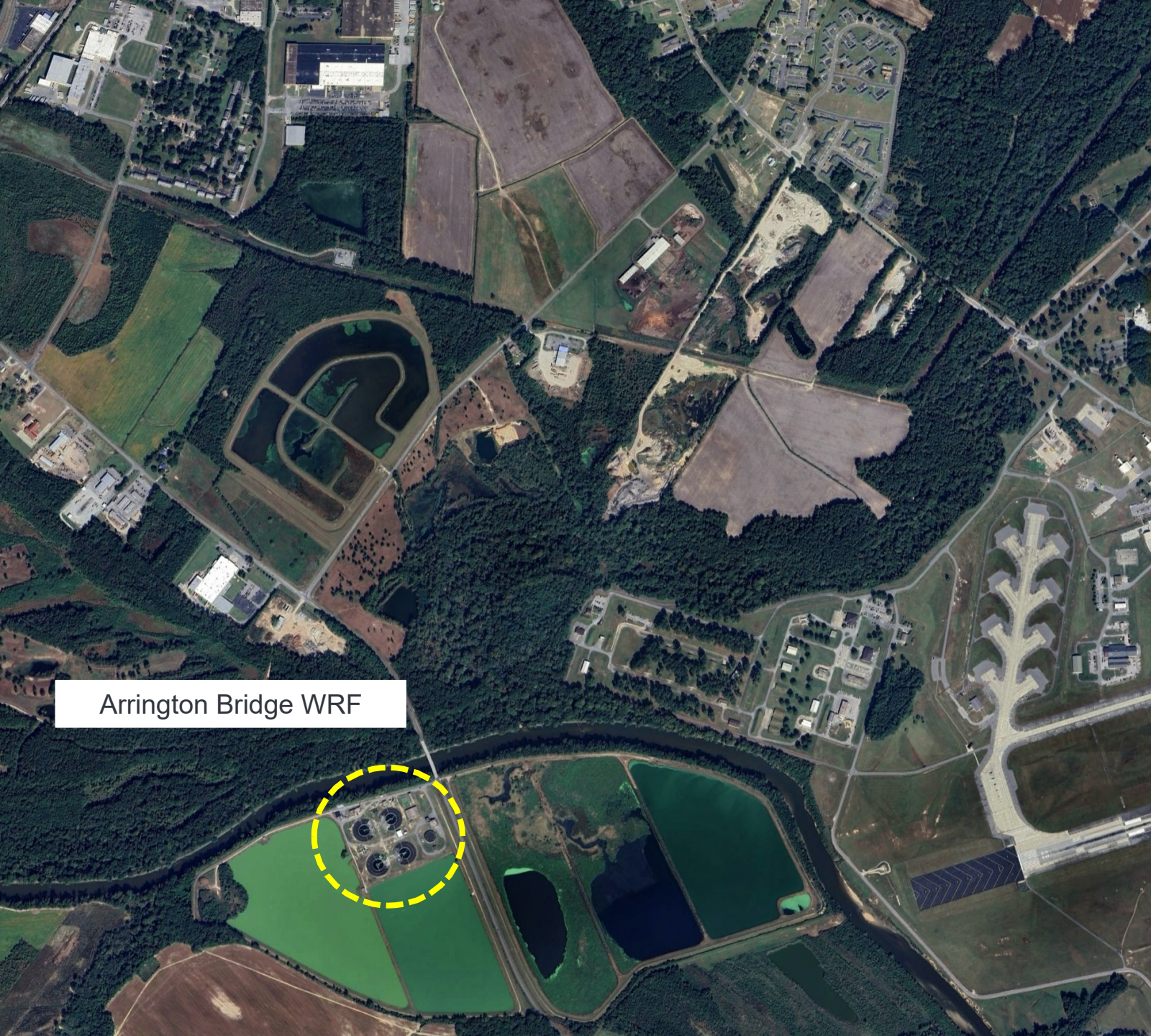


# Appendix



# Project Locations

- Arrington Bridge Water Reclamation Facility (WRF)
- Distribution & Collections Operations Center
  - Location TBD



Arrington Bridge WRF

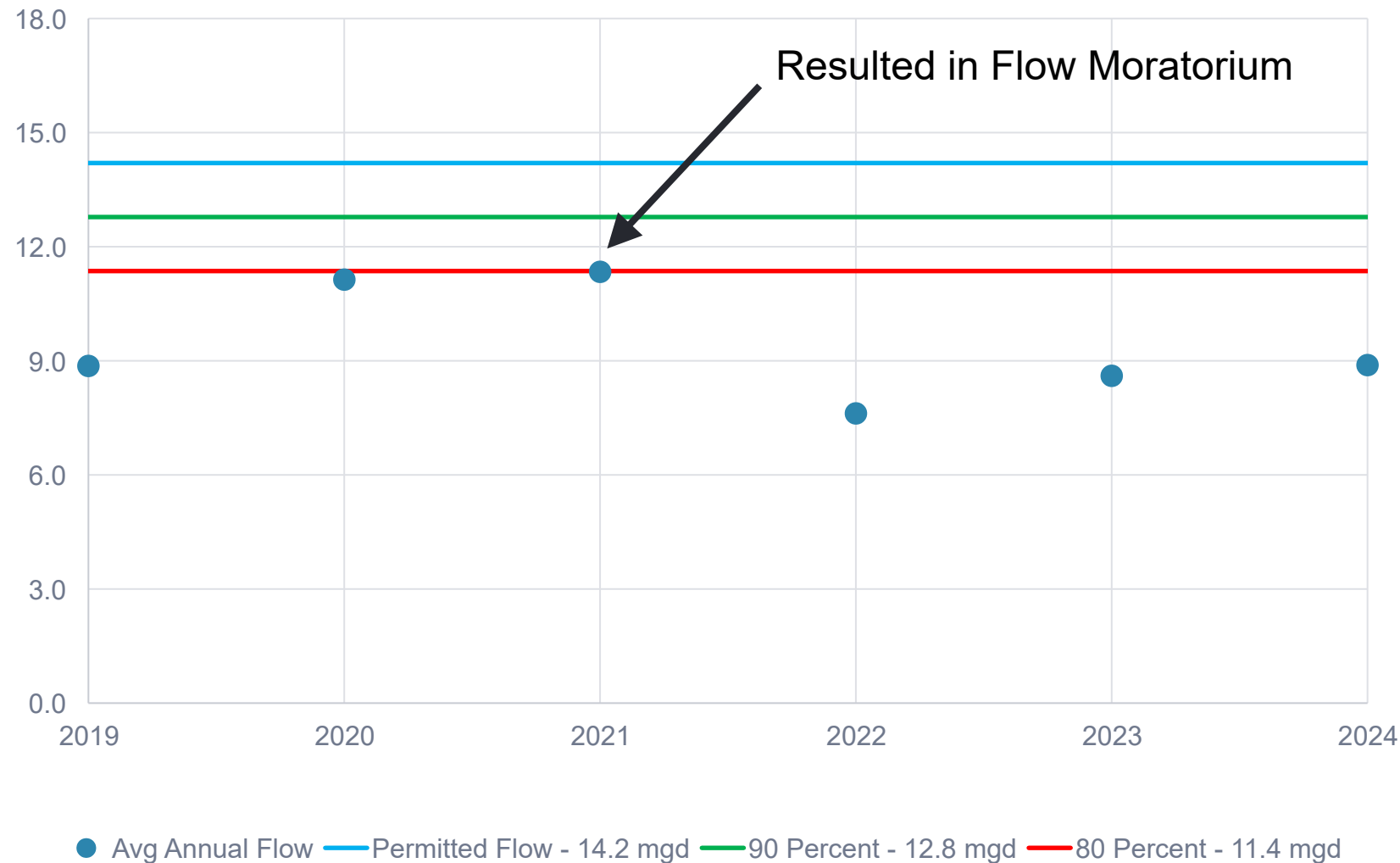


# Project Drivers

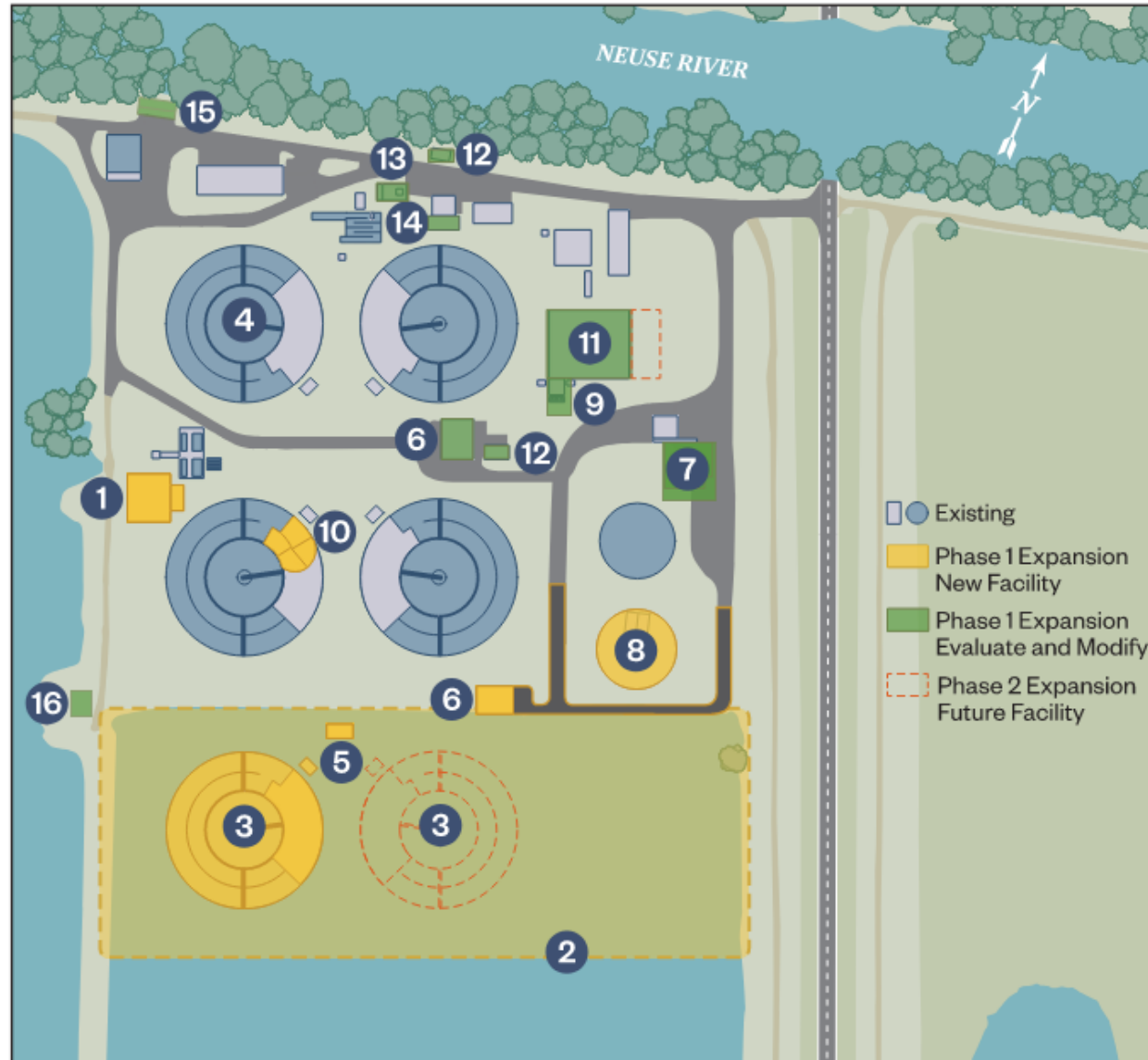
- Replace / upgrade aging infrastructure
  - Last major upgrades: 1991 & 2003
  - Headworks, Filters, UV, Dewatering
- Additional sewer capacity supports economic growth
- NC DEQ 80/90 rule 15A NCAC 02T .0118
  - Evaluation required prior to avg annual flow  $\geq$  80% of permitted plant flow
  - Construction Docs required prior to avg annual flow  $\geq$  90% of permitted plant flow



# Capacity Needs – 80 / 90 Rule



# WRF Upgrade and Expansion Phases



- 1 Influent Structure and Distribution Box
- 2 Lagoon Reclamation (Future Footprint)
- 3 BNR Basins (Phase 1 and 2)
- 4 Secondary Clarifier Covers (Basins 1-4)
- 5 RAS/WAS PS (Phase 1 and 2)
- 6 Blower Building (Phase 1 and 2)
- 7 Belt Filter Press (Phase 1)
- 8 Biosolids Storage
- 9 Intermediate PS Upgrade
- 10 BNR Tank Covers
- 11 Filters (Phase 1 and 2)
- 12 Plant Generator Replacement
- 13 Plant Flood Pumps
- 14 UV Disinfection (Phase 1)
- 15 Garage Storage Replacement
- 16 Equalization Storage Pump Station

Phase 1 - 17.6 mgd; Phase 2 permitted flow to be determined



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Council Update on Revenue Management Systems Modernization

**DEPARTMENT:** Finance

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**BACKGROUND:**

Council adopted the FY25-26 annual operating budget on June 16, 2025 authorizing the purchase of new software for utility billing, accounts receivable and cash collections.

**DISCUSSION:**

**Project Overview**

The City is undertaking a major software upgrade for Utility Billing, Accounts Receivable (A/R), Cash Collections, Debt Collections, and Tax & Business Licensing. This is a massive undertaking for the Finance Department, driven by the inadequacy of the software purchased in 2018 to meet the City's needs. Limited staff capacity necessitates focusing on vendors already familiar with our systems to reduce risk and implementation cost.

**Historical Context**

Council is reminded that these projects require months of planning and even longer to implement. The rushed 2018 software rollout led to major issues with accounts, billing, and payments. When new leadership came onboard in January 2019, the City faced widespread confusion and negative media coverage. A careful, phased approach is critical to avoid repeating that experience.

**Software Vendors Reviewed**

The City has reviewed solutions from Springbrook (Cirrus) and Avenu/Neumo (Fundworks, RevQ, Tax & Business License). Springbrook offers a strong front-end interface for Utility Billing, while Avenu/Neumo provides robust backend accounting integration and new capabilities for debt and tax collections.

**Hybrid Approach**

A hybrid solution is emerging: Springbrook Cirrus for Utility Billing; Avenu/Neumo Fundworks for A/R and backend accounting; RevQ for automated debt collection workflows; and Avenu/Neumo's Tax & Business License software for Occupancy Tax and business registrations.

**Implementation Timeline**

| Component              | Estimated Timeline  |
|------------------------|---------------------|
| A/R & Cash Collections | 6–8 months          |
| Utility Billing        | 12–18 months        |
| Hybrid Integration     | May extend timeline |

**Summary for Council**

This project will modernize Utility Billing, A/R, Cash Collections, Debt Collection, and Tax & Business Licensing. It requires significant planning, coordination, and staff resources. A joint vendor meeting is scheduled for late October to finalize integration plans. The goal is negotiate and sign a contract by the end of November 2025, with phased implementation to follow.

**BUDGET RELATIONSHIP:****STRATEGIC PLAN RELATIONSHIP:****STAFF RECOMMENDATION:**

No action needed. Information only.

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Catherine Gwynn

Sakeithia Reece

Laura Getz

Matthew Livingston

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## Finance Department Revenue Management Systems Modernization

---

Upgrading Utility Billing, A/R, Cash Collections, Debt Collection, and Tax & Licensing Systems  
Catherine Gwynn, Finance Director  
Council Meeting – October 20. 2025



# Project Overview

- Major upgrade for Utility Billing, A/R, Cash Collections, Debt Collections, and Tax & Business Licensing.
- Driven by inadequacies of the 2018 software purchase.
- Limited staff capacity necessitates working with familiar vendors.
- Budget: \$175,000 for software conversion and equipment upgrades.

# Historical Context

- Software implementations of this scale take months of planning and longer to execute.
- The 2018 rollout was rushed, leading to confusion with accounts, billing, and payments.
- January 2019: widespread issues and negative media coverage.
- A careful, phased approach is essential to avoid repeating past mistakes.

# Vendors Reviewed

- Springbrook (Cirrus):
  - Preferred front-end Utility Billing interface.
  - Concerns with backend integration and accounting string limitations.
- Avenu/Neumo (Fundworks, RevQ, Tax & Business License):
  - Strong backend accounting and integration capabilities.
  - RevQ modernizes collections; Tax software supports Occupancy Tax & business registrations.
  - Utility Billing not suited for City's size although customization is offered.



# Emerging Hybrid Approach

- Springbrook Cirrus – Utility Billing.
- Avenu/Neumo Fundworks – A/R, payments & backend accounting.
- RevQ – Automated debt collection workflows.
- Avenu/Neumo Tax & Business License – Occupancy Taxes and business registrations.
- Joint vendor meeting to be scheduled for 3<sup>rd</sup> or 4<sup>th</sup> week of October.

# Implementation Timeline

- A/R & Cash Collections: 6–8 months
- Utility Billing: 12–18 months
- Hybrid integration may extend timeline
- Goal: Contract negotiation and signing by November 2025.

# Summary for Council

- Massive undertaking for Finance Department.
- Upgrade is required due to shortcomings of 2018 software.
- Limited capacity drives focus on familiar vendors to reduce risk.
- Modernizes billing, A/R, collections, debt management, payments and tax/business licensing.
- Careful planning and phased implementation are essential to avoid past issues.

# Questions?

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

---

**TITLE:** Resolution for Approval of Farm Leases 2026-2030

**DEPARTMENT:** Finance

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**BACKGROUND:**

The City of Goldsboro and the County of Wayne jointly own five (5) tracts of land, and the City of Goldsboro owns one (1) tract alone. These six (6) tracts have been leased in the past for agricultural-related purposes.

These properties had been leased under multi-year contracts for farming approved by City Council or by the City Council and the County Board of Commissioners. Multi-year leases provide security for the farmers for their investment in the land regarding nitrogen, lime, etc. in preparation for the following year's crops.

The current farm leases expire December 31, 2025 and are listed as follows:

| Location                                                                                          | Current Lessee | Acreage    | Leased Price by Acre | Total Yearly Lease |
|---------------------------------------------------------------------------------------------------|----------------|------------|----------------------|--------------------|
| Two Tracts on the west side of NC 111 South (Farm #11693 Tract #8436)                             | Alfred Parks   | 56.3 Acres | \$156.50/Acre        | \$8,810.95         |
| West side of NC 111 South (Farm #8742 Tract #4492)                                                | Alfred Parks   | 24.2 Acres | \$156.50/Acre        | \$3,787.30         |
| West side of Miller's Chapel Road (Farm #11850 Tract #4334)                                       | Alfred Parks   | 5.1 Acres  | \$95.00/Acre         | \$484.50           |
| Northeast and Southeast corners of Arrington Bridge Road and Pecan Road (Farm #11852 Tract #3439) | Shawn Mitchell | 43.4 Acres | \$97.50/Acre         | \$4,231.50         |

|                                                                                         |                |             |              |            |
|-----------------------------------------------------------------------------------------|----------------|-------------|--------------|------------|
| Northeast corner of Arrington Bridge Road and S. John Street (Farm #12942 Tract #10173) | Shawn Mitchell | 47.59 Acres | \$97.50/Acre | \$4,640.03 |
| Northeast corner of Genoa Road and Pecan Road (Farm #6599 Tract #2882)                  | Shawn Mitchell | 25.1 Acres  | \$73.50/Acre | \$1,844.85 |

### DISCUSSION:

Staff advertised an Invitation to Bid on the City's website beginning August 16, 2025, with bid submittals due September 9, 2025.

Pursuant to NC General Statute 160A-272, staff requests council approve the lease agreements. Notice of intent to lease property for crop use was published in the Wayne Week news publication on September 14, 2025, for the following properties and bid amounts:

| Location                                                                                         | Alfred Parks | Shawn Mitchell | Total Yearly Lease            |
|--------------------------------------------------------------------------------------------------|--------------|----------------|-------------------------------|
| Two Tracts on the west side of NC 111 South (56.3 Ac.) (Farm #11693)                             | \$156.50/Ac. | No Bid         | \$8,810.95<br>City and County |
| West side of NC 111 South (24.2 Ac.) (Farm #8742)                                                | \$156.50/Ac. | No Bid         | \$3,787.30<br>City and County |
| West side of Miller's Chapel Road (5.1 Ac.) (Farm #11850)                                        | \$95.00/Ac.  | No Bid         | \$484.50<br>City and County   |
| Northeast and Southeast corners of Arrington Bridge Road and Pecan Road (43.4 Ac.) (Farm #11852) | No Bid       | \$97.70/Ac.    | \$4,240.18<br>City and County |
| Northeast corner of Arrington Bridge Road and S. John Street (47.59 Ac.) (Farm #12942)           | No Bid       | \$97.50/Ac.    | \$4,640.03<br>City            |
| Northeast corner of Genoa Road and Pecan Road (25.1 Ac.) (Farm #6599)                            | No Bid       | \$73.50/Ac.    | \$1,844.85<br>City and County |



The lease term for the farm tracts listed above is for a period of five-years (January 1, 2026, to December 31, 2030) with the option of extending one additional three-year period. Lease payments must be made prior to December 31, 2025.

All farm tracts, except for Farm #12942 located on the northeast corner of Arrington Bridge Road and South John Street, are jointly owned by the City and the County of Wayne. The annual proceeds for the jointly owned properties are shared equally. For jointly owned properties, lease agreements have been forwarded to the Wayne County Board of Commissioners for action at their next meeting if approved by the City Council.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

By motion adopt a resolution authorizing the Mayor to sign lease agreements for farmland tracks between:

1. The City of Goldsboro, the County of Wayne and Alfred Parks for five years with option of extending one additional three-year period;
2. The City of Goldsboro, the County of Wayne and Shawn Mitchell for five years with option of extending one additional three-year period; and
3. The City of Goldsboro and Shawn Mitchell for five years with option of extending one additional three-year period;

Leases with Alfred Parks and Shawn Mitchell for jointly owned property are subject to Wayne County's approval on October 21, 2025.

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Catherine Gwynn  
Sakeithia Reece  
Laura Getz  
Matthew Livingston

**RESOLUTION 2025 -**

**RESOLUTION APPROVING FARM LEASE AGREEMENTS WITH ALFRED PARKS  
AND SHAWN MITCHELL FOR FARMLAND TRACTS**

**WHEREAS**, the City of Goldsboro and County of Wayne jointly own Farms #11693, #8742, #11850, #11852 and #6599; and

**WHEREAS**, the City of Goldsboro owns Farm #12942; and

**WHEREAS**, these farms have been under multi-year leases beginning in 2013; and

**WHEREAS**, the City of Goldsboro accepted bids for lease terms on September 9, 2025, and

**WHEREAS**, pursuant to NC General Statute 160A-272, staff requests that council approve the lease agreements; and

**WHEREAS**, the Council hereby determines that the property to be leased will not be needed by the City of Goldsboro during the term of the lease.

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

1.) The Mayor is hereby authorized to sign a lease agreement of five years with the option of extending one additional three-year period with Alfred Parks for Farms #11693, #8742 and #11850 upon approval by the Board of Commissioners of the County of Wayne.

2.) The Mayor is hereby authorized to sign a lease agreement of five years with the option of extending one additional three-year period with Shawn Mitchell for Farms #11852 and #6599 upon approval by the Board of Commissioners of the County of Wayne.

3.) The Mayor is hereby authorized to sign a lease agreement of five years with the option of extending one additional three-year period with Shawn Mitchell for Farm #12942.

This Resolution shall be in full force and effect from and after October 20, 2025.

---

Charles Gaylor, IV  
Mayor

Attested by:

---

Laura Getz  
City Clerk

# AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Kenneth E. Fine who, being duly sworn and affirmed, according to law, doth depose and say that he is Owner of NEW OLD NORTH MEDIA, L.L.C. a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as WAYNE WEEK, in the County of Wayne, State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that he makes this affidavit; that he is familiar with the books, files and business of said corporation and by reference to the files of said publication of the attached advertisement of:

*Intent to Lease Real Property*

---

The above was inserted in the aforesaid newspaper in space, and on the following dates:

*September 14, 2025*

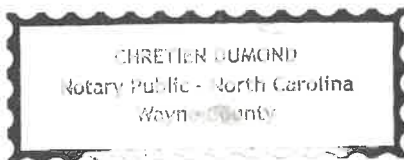
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*Kenneth E. Fine*

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OWNER, NEW OLD NORTH MEDIA, LLC.

EDITOR, WAYNE WEEK



*Chretien Dumond*  
*09-16-2025*

*My Commission  
Expires: 08-17-2030*

**CITY OF GOLDSBORO –  
ADVERTISEMENT OF INTENT  
TO LEASE REAL PROPERTY  
2026-2030 FARM LEASES**

Pursuant to NC General Statute 160A-272 notice is hereby given to all interested parties, and all are invited to attend the meeting to be held on Monday, October 20, 2025 at 7:00pm in Council Chambers, City Hall, 214 N. Center Street, Goldsboro, NC, when the Goldsboro City Council will hear a proposal to authorize leases of the following properties for growing crops. Leases for jointly owned property will be subject to Wayne County's approval.

Lease #1 between the City of Goldsboro, the County of Wayne and Alfred Parks for five years for Farm #11693, 56.3 acres, \$8,810.95 Annually. Farm #8742, 24.2 acres, \$3,787.30 Annually. Farm #11850, 5.1 acres, \$484.50 Annually.

Lease #2 between the City of Goldsboro, the County of Wayne and Shawn Mitchell for five years for Farm #11852, 43.4 acres, \$4,240.18 Annually. Farm #6599, 25.1 acres, \$1,844.85 Annually.

Lease #3 between the City of Goldsboro and Shawn Mitchell for five years for Farm #12942, 47.59 acres, \$4,640.02 Annually.  
This the 14th day of September 2025.

Catherine Gwynn  
Finance Director

Published September 14, 2025

NORTH CAROLINA

WAYNE COUNTY

THIS FARM LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF GOLDSBORO, NORTH CAROLINA, a North Carolina Municipal corporation in the County of Wayne, State of North Carolina, whose address is P.O. Drawer A, Goldsboro, NC 27533, and WAYNE COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate, whose address is P.O. Box 227, Goldsboro, NC 27533, parties of the first part, and *Alfred Parks, 170 Vinson Rd, Goldsboro, NC 27534-8594*, party of the second part;

WITNESSETH:

That the parties of the first part do hereby lease and farm let to the party of the second part, its heirs and assigns, all of the certain farm(s) or tract(s) of land situated in Wayne County, North Carolina, and more particularly described as follows:

**1. Two Tracts on the west side of NC 111 South**

Being 56.3 acres of that tract of land known more particularly as Farm #11693, Tract #8436 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2486, Page 380 of the Wayne County Registry

**2. West side of NC 111 South**

Being 24.2 acres of that tract of land known more particularly as Farm #8742, Tract #4492 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2732, Page 899 of the Wayne County Registry

**3. West side of Miller's Chapel Road**

Being 5.1 acres of that tract of land known more particularly as Farm #11850, Tract #4334 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2547, Page 187 of the Wayne County Registry.



1. TERM. The term of this lease shall be for the period from January 1, 2026, through December 31, 2030.

2. RENTAL. Based on the acreage included within each Farm and Tract, the yearly rental for the above listed properties is as follows:

1. **Two Tracts on the west side of NC 111 South Farm #11693**

56.3 Acres @\$156.50/Acre = \$8,810.95/Year

2. **West side of NC 111 South Farm #8742**

24.2 Acres @\$156.50/Acre = \$3,787.30/Year

3. **West side of Miller's Chapel Road Farm #11850**

5.1 Acres @\$95.00/Acre = \$484.50/Year

In addition to the rental costs hereinabove provided, the party of the second part shall pay all costs due the ASCS Office or any other regulatory agency for the cultivation and marketing of said crop.

3. PAYMENT OF RENTAL. The TOTAL yearly rental of the above properties shall be the sum of **\$13,082.75**. Said rental payment shall be submitted no later than January 1<sup>st</sup> of each year of this Lease.

4. CLEARED LANDS. The party of the second part shall be permitted to cultivate all cleared lands described herein.

5. VISIBILITY AND APPEARANCE. The party of the second part shall maintain said land free and clear of the storage of equipment and signage. Said land shall only be used for farming purposes. The party of the second part shall maintain said land in a sightly condition, shall disc and remove all farm products from said land no later than December 31, 2025, and return said land to the party of the first part in a sightly condition at the end of this lease. The lessee must keep all ditches cut and cleared of debris. The lessee must mow any area around the track of land that is not being farmed.

6. COVENANTS AND RESTRICTIONS. The farm land hereinabove described may be subject to the Declaration of Covenants, Conditions and Restrictions for the

Seymour Johnson Air Force Base Buffer Project, CWMTF Project Nos. 2005A and 2004A-007 as recorded in Book 2485, Page 864, Wayne County Registry.

7. SUBLEASES. The lessee will not be permitted to sublease under their lease agreement with Wayne County.

8. CROP ROTATION REQUIREMENTS. The agriculture producer will need to follow Best Management Practices (BMP's) in regard to crop rotation. During the five (5) year lease, the producer shall not grow more than one (1) tobacco crop and one (1) sweet potato crop. It is recommended that the producer not grow the same grain crop two (2) years in a row. The lessee should have the soil tested and lime applied if needed within the five (5) year period of the lease.

9. ASCS. The parties of the first part and the party of the second part shall execute such instruments or other documents as may be required by the ASCS Office or any other regulatory agency to affect the terms of this lease for the farm years 2026-2030.

10. INDEMNITY. The party of the second part shall indemnify and save harmless the parties of the first part from any claim arising out of its occupancy of said land or out of its farm operation, cultivation and marketing of said crop.

11. ADDITIONAL RESTRICTIONS. If corn is planted on the subject property(ies), said property(ies) shall be disked in within seven (7) days after harvest. Hunting shall be prohibited on the property at all times.

IN TESTIMONY WHEREOF, said parties have executed this lease in triplicate originals, one of which is retained by each of the parties, the day and year first above written.

**SIGNATURES TO FOLLOW ON ADDITIONAL PAGES**

CITY OF GOLDSBORO

BY: \_\_\_\_\_(SEAL)  
Charles Gaylor, Mayor

ATTEST:

\_\_\_\_\_  
Laura Getz, City Clerk

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally came before me, \_\_\_\_\_, a Notary Public in and for said State and County, Laura Getz, who by me duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with Charles Gaylor, who is the Mayor of said municipal corporation; that she, the said Laura Getz is its City Clerk; and that she saw the Mayor sign the forgoing instrument; and that she, the said City Clerk, saw the said common seal of said corporation affixed thereto, and that she, the said clerk, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

WITNESS my hand and official seal or stamp this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COUNTY OF WAYNE

BY: \_\_\_\_\_(SEAL)  
Barbara Aycock, Chairman

ATTEST:

\_\_\_\_\_  
Carol Bowden, Clerk to the Board

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally came before me, \_\_\_\_\_, a Notary Public in and for said State and County, Carol Bowden, who by me duly sworn, says that she knows the common seal of the COUNTY OF WAYNE and is acquainted with Barbara Aycock, who is the Chairman of the Wayne County Board of Commissioners of the County of Wayne and that she, the said Carol Bowden, is its Clerk to the Board; and that she saw the Chairman of the Wayne County Board of Commissioners of the County of Wayne sign the forgoing instrument; and that she, the said Wayne County Clerk to the Board, saw the said common seal of said corporation affixed thereto, and that she, the said Wayne County Clerk to the Board, signed her name in attestation of said instrument in the presence of said Chairman of the Wayne County Board of Commissioners of the County of Wayne.

WITNESS my hand and official seal or stamp this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Lessee Name

BY: \_\_\_\_\_(SEAL)

ATTEST:

\_\_\_\_\_  
Witness

NORTH CAROLINA  
WAYNE COUNTY

I, \_\_\_\_\_, a Notary Public in and for said State and County, certify  
that Name of Lessee, personally appeared before me this day and executed the foregoing and attested by  
\_\_\_\_\_ as Witness.

Witness, my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA

WAYNE COUNTY

THIS FARM LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF GOLDSBORO, NORTH CAROLINA, a North Carolina Municipal corporation in the County of Wayne, State of North Carolina, whose address is P.O. Drawer A, Goldsboro, NC 27533, party of the first part, and **Shawn Mitchell, 730 Emmaus Church Rd, Dudley, NC 28333-6214**, party of the second part;

WITNESSETH:

That the parties of the first part do hereby lease and farm let to the party of the second part, its heirs and assigns, all of the certain farm(s) or tract(s) of land situated in Wayne County, North Carolina, and more particularly described as follows:

1. **Northeast corner of Arrington Bridge Road and South John Street**

Being 47.59 acres of that tract of land known more particularly as Farm #12942, Tract #10173 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2038, Page 569 of the Wayne County Registry.

1. **TERM.** The term of this lease shall be for the period from January 1, 2026, through December 31, 2030.

2. **RENTAL.** Based on the acreage included within each Farm and Tract, the yearly rental for the above listed properties is as follows:

1. **Northeast corner of Arrington Bridge Road and South John Street**

47.59 Acres @\$97.50/Acre = \$4,640.03/Year

**Total \$4,640.03/Year**

In addition to the rental costs hereinabove provided, the party of the second part shall pay all costs due the ASCS Office or any other regulatory agency for the cultivation and marketing of said crop.

3. **PAYMENT OF RENTAL.** The TOTAL yearly rental of the above properties shall



be the sum of **\$4,640.03**. Said rental payment shall be submitted no later than January 1<sup>st</sup> of each year of this Lease.

4. CLEARED LANDS. The party of the second part shall be permitted to cultivate all cleared lands described herein.

5. VISIBILITY AND APPEARANCE. The party of the second part shall maintain said land free and clear of the storage of equipment and signage. Said land shall only be used for farming purposes. The party of the second part shall maintain said land in a sightly condition, shall disc and remove all farm products from said land no later than December 31, 2025, and return said land to the party of the first part in a sightly condition at the end of this lease. The lessee must keep all ditches cut and cleared of debris. The lessee must mow any area around the track of land that is not being farmed.

6. COVENANTS AND RESTRICTIONS. The farm land hereinabove described may be subject to the Declaration of Covenants, Conditions and Restrictions for the Seymour Johnson Air Force Base Buffer Project, CWMTF Project Nos. 2005A and 2004A-007 as recorded in Book 2485, Page 864, Wayne County Registry.

7. SUBLEASES. The lessee will not be permitted to sublease under their lease agreement with Wayne County.

8. CROP ROTATION REQUIREMENTS. The agriculture producer will need to follow Best Management Practices (BMP's) in regard to crop rotation. During the five (5) year lease, the producer shall not grow more than one (1) tobacco crop and one (1) sweet potato crop. It is recommended that the producer not grow the same grain crop two (2) years in a row. The lessee should have the soil tested and lime applied if needed within the five (5) year period of the lease.

9. ASCS. The parties of the first part and the party of the second part shall execute such instruments or other documents as may be required by the ASCS Office or any other regulatory agency to affect the terms of this lease for the farm years 2026-2030.

10. INDEMNITY. The party of the second part shall indemnify and save harmless the parties of the first part from any claim arising out of its occupancy of said land or out of its farm operation, cultivation and marketing of said crop.

11. ADDITIONAL RESTRICTIONS. If corn is planted on the subject property(ies), said property(ies) shall be disked in within seven (7) days after harvest. Hunting shall be prohibited on the property at all times.

IN TESTIMONY WHEREOF, said parties have executed this lease in triplicate originals, one of which is retained by each of the parties, the day and year first above written.

**SIGNATURES TO FOLLOW ON ADDITIONAL PAGES**

CITY OF GOLDSBORO

BY: \_\_\_\_\_(SEAL)  
Charles Gaylor, Mayor

ATTEST:

\_\_\_\_\_  
Laura Getz, City Clerk

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally came before me, \_\_\_\_\_, a Notary Public in and for said State and County, Laura Getz, who by me duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with Charles Gaylor, who is the Mayor of said municipal corporation; that she, the said Laura Getz is its City Clerk; and that she saw the Mayor sign the forgoing instrument; and that she, the said City Clerk, saw the said common seal of said corporation affixed thereto, and that she, the said clerk, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

WITNESS my hand and official seal or stamp this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Lessee Name

BY: \_\_\_\_\_(SEAL)

ATTEST:

\_\_\_\_\_  
Witness

NORTH CAROLINA  
WAYNE COUNTY

I, \_\_\_\_\_, a Notary Public in and for said State and County, certify  
that Name of Lessee, personally appeared before me this day and executed the foregoing and attested by  
\_\_\_\_\_ as Witness.

Witness, my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

NORTH CAROLINA

WAYNE COUNTY

THIS FARM LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF GOLDSBORO, NORTH CAROLINA, a North Carolina Municipal corporation in the County of Wayne, State of North Carolina, whose address is P.O. Drawer A, Goldsboro, NC 27533, and WAYNE COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate, whose address is P.O. Box 227, Goldsboro, NC 27533, parties of the first part, and **Shawn Mitchell, 730 Emmaus Church Rd, Dudley, NC 28333-6214**., party of the second part;

WITNESSETH:

That the parties of the first part do hereby lease and farm let to the party of the second part, its heirs and assigns, all of the certain farm(s) or tract(s) of land situated in Wayne County, North Carolina, and more particularly described as follows:

1. **Northeast and Southeast comers of Arrington Bridge Road and Pecan Road**

Being 43.4 acres of that tract of land known more particularly as Farm #11852, Tract #3439 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2487, Page 145 of the Wayne County Registry.

2. **Northeast corner of Genoa Road and Pecan Road**

Being 25.1 acres of that tract of land known more particularly as Farm #6599, Tract 2882 by the Wayne County Farm Service Agency. Also being the property obtained by Grantor in Deed Book 2767, Page 601 of the Wayne County Registry..

1. **TERM.** The term of this lease shall be for the period from January 1, 2026, through December 31, 2030.

2. **RENTAL.** Based on the acreage included within each Farm and Tract, the yearly rental for the above listed properties is as follows:

1. **Northeast and Southeast corners of Arrington Bridge Road and Pecan Road Farm #11852**

43.4 Acres @\$97.70/Acre = \$4,240.18/Year

2. **Northeast corner of Genoa Road and Pecan Road Farm #6599**

25.1 Acres @\$73.50/Acre = \$1,844.85/Year

In addition to the rental costs hereinabove provided, the party of the second part shall pay all costs due the ASCS Office or any other regulatory agency for the cultivation and marketing of said crop.

3. **PAYMENT OF RENTAL.** The TOTAL annual rental of the above properties shall be the sum of **\$6,085.03**. Said rental payment shall be submitted no later than January 1<sup>st</sup> of each year of this Lease.

4. **CLEARED LANDS.** The party of the second part shall be permitted to cultivate all cleared lands described herein.

5. **VISIBILITY AND APPEARANCE.** The party of the second part shall maintain said land free and clear of the storage of equipment and signage. Said land shall only be used for farming purposes. The party of the second part shall maintain said land in a sightly condition, shall disc and remove all farm products from said land no later than December 31, 2025, and return said land to the party of the first part in a sightly condition at the end of this lease. The lessee must keep all ditches cut and cleared of debris. The lessee must mow any area around the track of land that is not being farmed.

6. **COVENANTS AND RESTRICTIONS.** The farm land hereinabove described may be subject to the Declaration of Covenants, Conditions and Restrictions for the Seymour Johnson Air Force Base Buffer Project, CWMTF Project Nos. 2005A and 2004A-007 as recorded in Book 2485, Page 864, Wayne County Registry.

7. **SUBLEASES.** The lessee will not be permitted to sublease under their lease agreement with Wayne County.



8. CROP ROTATION REQUIREMENTS. The agriculture producer will need to follow Best Management Practices (BMP's) in regard to crop rotation. During the five (5) year lease, the producer shall not grow more than one (1) tobacco crop and one (1) sweet potato crop. It is recommended that the producer not grow the same grain crop two (2) years in a row. The lessee should have the soil tested and lime applied if needed within the five (5) year period of the lease.

9. ASCS. The parties of the first part and the party of the second part shall execute such instruments or other documents as may be required by the ASCS Office or any other regulatory agency to affect the terms of this lease for the farm years 2026-2030.

10. INDEMNITY. The party of the second part shall indemnify and save harmless the parties of the first part from any claim arising out of its occupancy of said land or out of its farm operation, cultivation and marketing of said crop.

11. ADDITIONAL RESTRICTIONS. If corn is planted on the subject property(ies), said property(ies) shall be disked in within seven (7) days after harvest. Hunting shall be prohibited on the property at all times.

IN TESTIMONY WHEREOF, said parties have executed this lease in triplicate originals, one of which is retained by each of the parties, the day and year first above written.

**SIGNATURES TO FOLLOW ON ADDITIONAL PAGES**

CITY OF GOLDSBORO

BY: \_\_\_\_\_(SEAL)  
Charles Gaylor, Mayor

ATTEST:

\_\_\_\_\_  
Laura Getz, City Clerk

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally came before me, \_\_\_\_\_, a Notary Public in and for said State and County, Laura Getz, who by me duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with Charles Gaylor, who is the Mayor of said municipal corporation; that she, the said Laura Getz is its City Clerk; and that she saw the Mayor sign the forgoing instrument; and that she, the said City Clerk, saw the said common seal of said corporation affixed thereto, and that she, the said clerk, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

WITNESS my hand and official seal or stamp this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COUNTY OF WAYNE

BY: \_\_\_\_\_(SEAL)  
Barbara Aycock, Chairman

ATTEST:

\_\_\_\_\_  
Carol Bowden, Clerk to the Board

NORTH CAROLINA  
WAYNE COUNTY

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally came before me, \_\_\_\_\_, a Notary Public in and for said State and County, Carol Bowden, who by me duly sworn, says that she knows the common seal of the COUNTY OF WAYNE and is acquainted with Barbara Aycock, who is the Chairman of the Wayne County Board of Commissioners of the County of Wayne and that she, the said Carol Bowden, is its Clerk to the Board; and that she saw the Chairman of the Wayne County Board of Commissioners of the County of Wayne sign the forgoing instrument; and that she, the said Wayne County Clerk to the Board, saw the said common seal of said corporation affixed thereto, and that she, the said Wayne County Clerk to the Board, signed her name in attestation of said instrument in the presence of said Chairman of the Wayne County Board of Commissioners of the County of Wayne.

WITNESS my hand and official seal or stamp this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Lessee Name

BY: \_\_\_\_\_(SEAL)

ATTEST:

\_\_\_\_\_  
Witness

NORTH CAROLINA  
WAYNE COUNTY

I, \_\_\_\_\_, a Notary Public in and for said State and County, certify  
that Name of Lessee, personally appeared before me this day and executed the foregoing and attested by  
\_\_\_\_\_ as Witness.

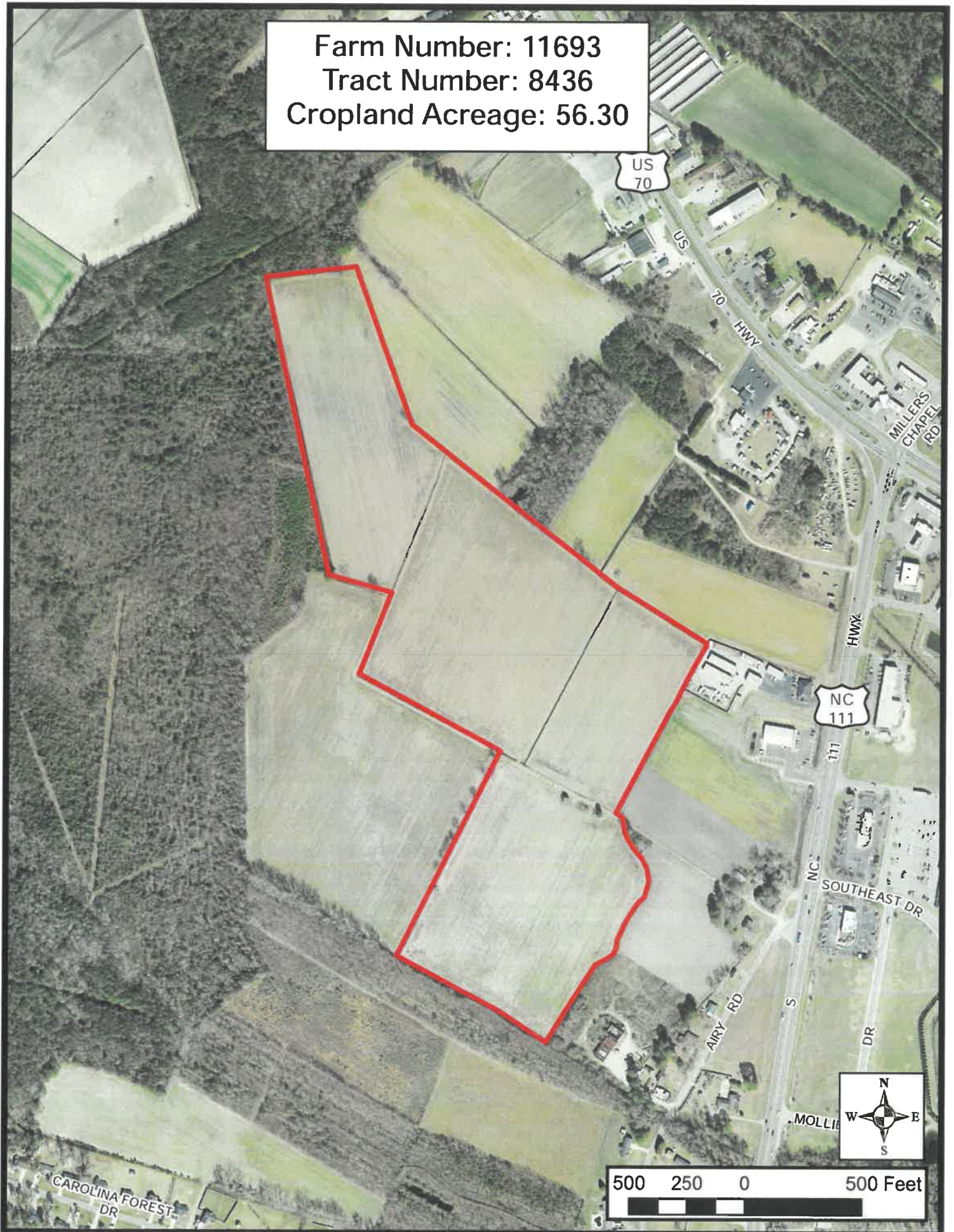
Witness, my hand and official seal or stamp, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires:

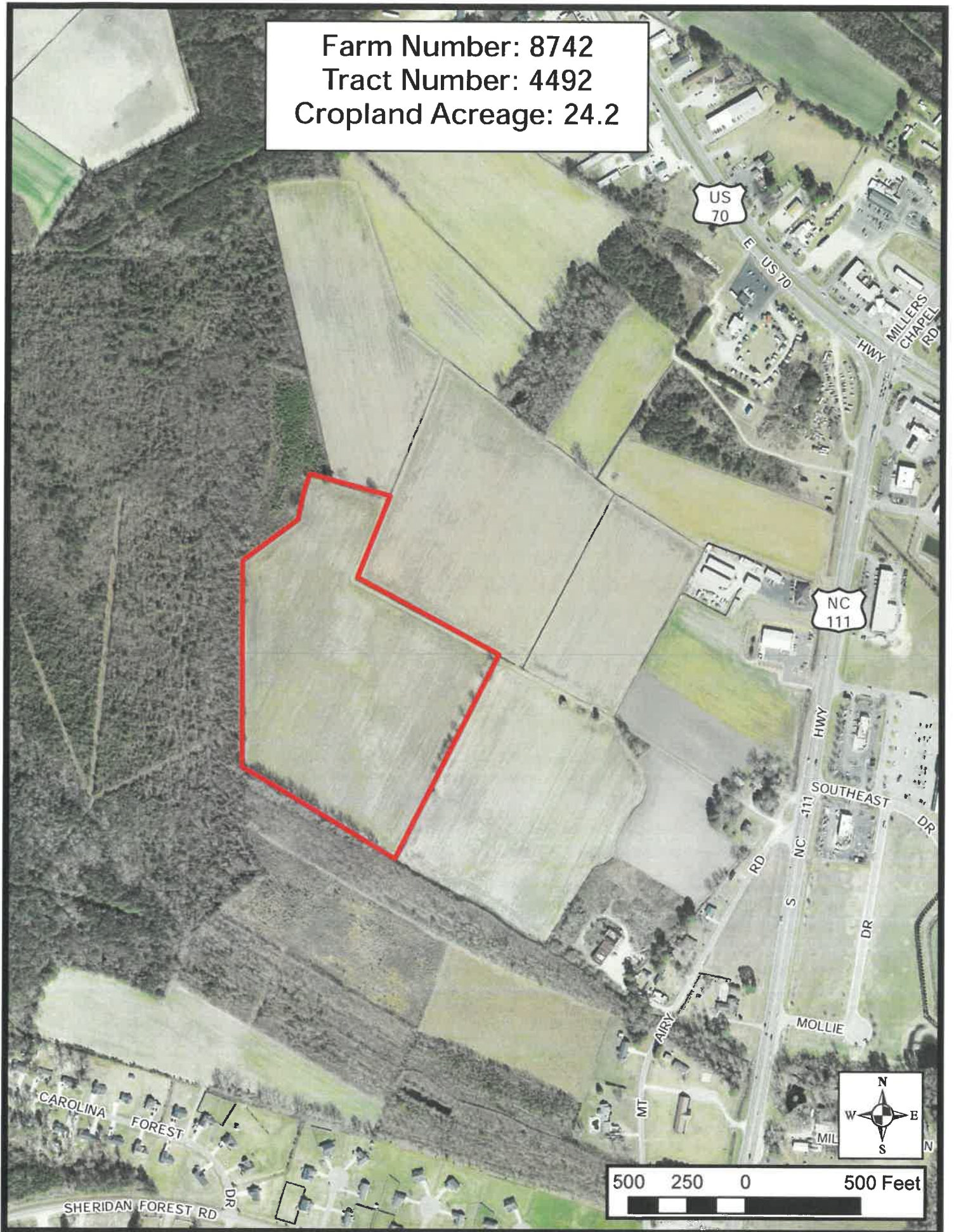
\_\_\_\_\_

Farm Number: 11693  
Tract Number: 8436  
Cropland Acreage: 56.30



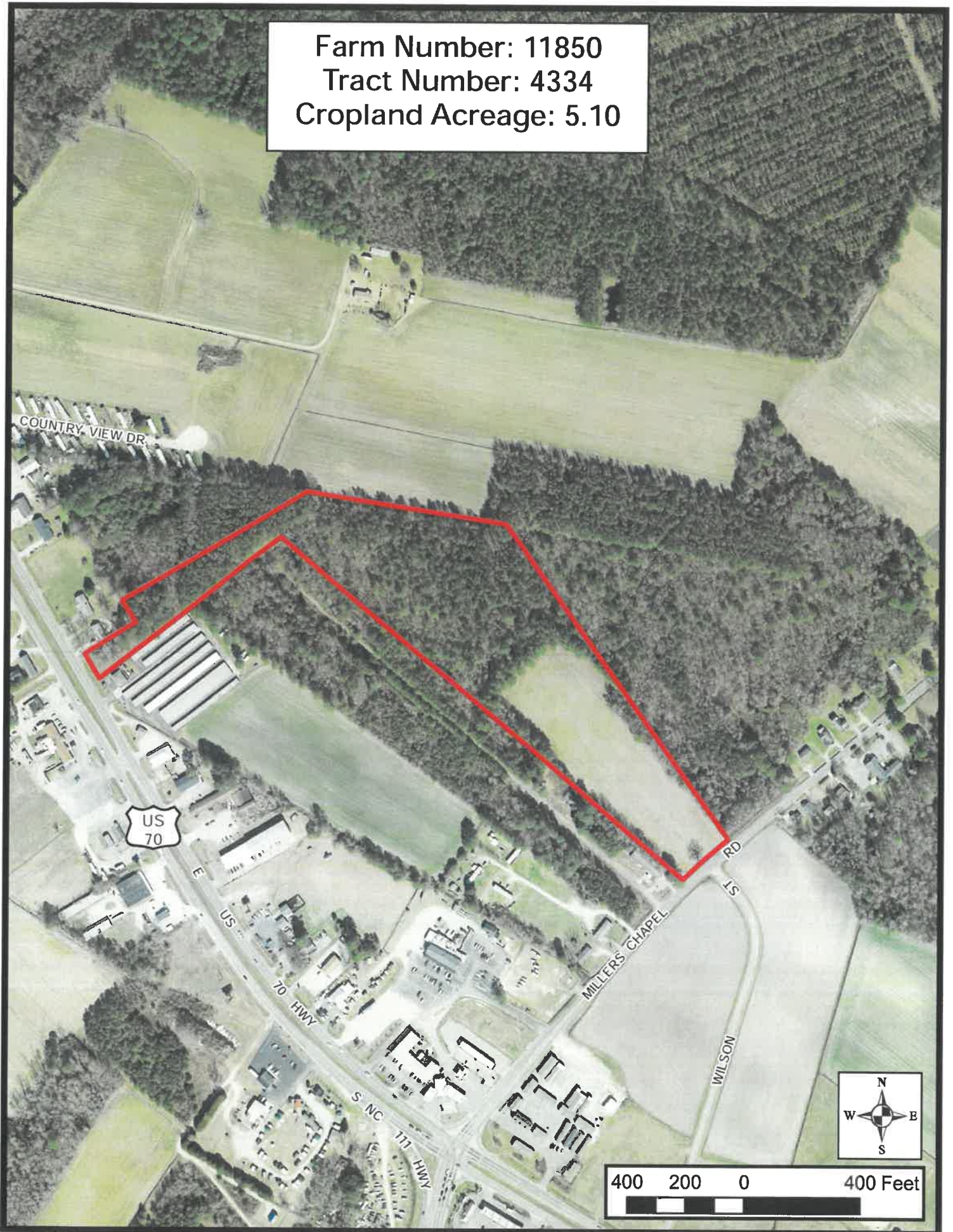


Farm Number: 8742  
Tract Number: 4492  
Cropland Acreage: 24.2





Farm Number: 11850  
Tract Number: 4334  
Cropland Acreage: 5.10





Farm Number: 11852  
Tract Number: 3439  
Cropland Acreage: 43.4





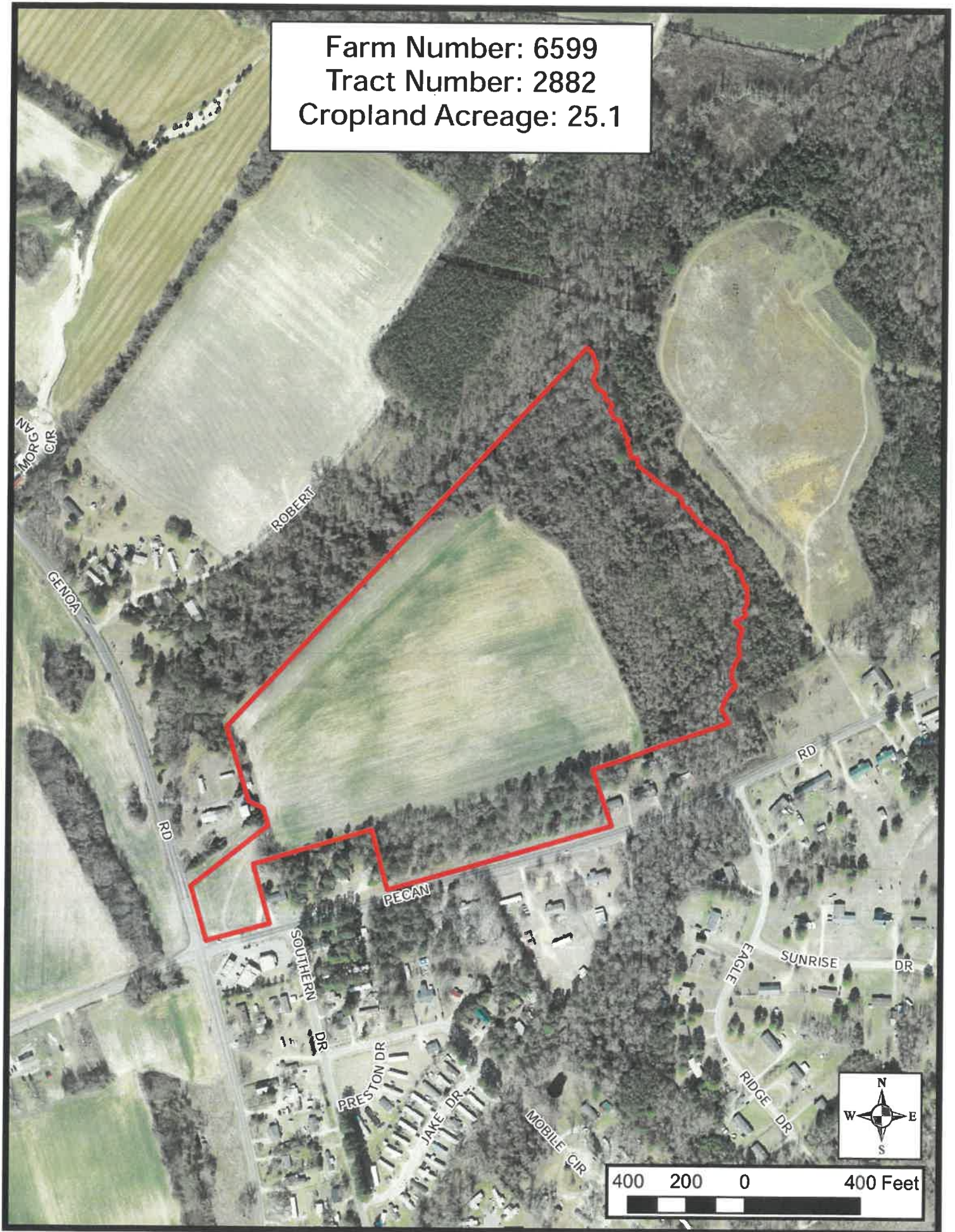
**Farm Number: 12942**  
**Tract Number: 10173**  
**Cropland Acreage: 47.59**



400 200 0 400 Feet



Farm Number: 6599  
Tract Number: 2882  
Cropland Acreage: 25.1



400 200 0 400 Feet

**§ 160A-272. Lease or rental of property.**

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Contract Award for Sewer and Water Meters Formal Bid No. 2025-003

**DEPARTMENT:** Engineering

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**BACKGROUND:**

The Wooten Company completed the technical design assistance for electrical and supervisory control and data acquisition of two (2) sewer flow meters for Seymour Johnson AFB and Fork Township Sanitary District.

On March 17, 2025, the City Council concurred with recommendations to install the proposed flow meters to better assist the City in determining the amount of distribution into Goldsboro Collection Systems and two (2) large meters for the Water Reclamation Facility (WRF).

The water meters for the WRF were recommended by the North Carolina Department of Environmental Quality for accurate measuring of finished water flows. The proposed meters are vital in determining water/revenue loss, calculating pump/plant efficiency, evaluating future production needs, and providing realistic data as required by NCDEQ regulations.

Water meter replacement was previously discussed at the Council Retreat in February 2022.

**DISCUSSION:**

On Tuesday, September 9th, one sealed bid was received from A. C. Schultes of Carolina, Inc. from Rocky Point, NC in the amount of \$1,169,909. After discussions and negotiations between City staff and A. C. Schultes, the bid price was reduced by \$17,980 with a new bid price of \$1,151,929.

The financing of this project has been discussed between staff and the Finance Director and the proposed funding is shown below:

|                                                                                                                          |                   |
|--------------------------------------------------------------------------------------------------------------------------|-------------------|
| FY25/26 Budgeted Amount<br>for the Sewer and Water Meters                                                                | \$ 650,000        |
| 4178-5909 (Cuyler Best Water Loop<br>to be completed by Public Utilities<br>Staff for an estimated cost of<br>\$170,228) | \$ <u>335,440</u> |
| Subtotal                                                                                                                 | \$ 985,440        |
| Additional Funds (Utility Fund)                                                                                          | \$ <u>166,489</u> |
| Total Funding                                                                                                            | \$1,151,929       |

A budget amendment to the utility fund will be required for financing of this project. The budget ordinance will be prepared by the Finance Director.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

It is recommended that the City Council adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract with A. C. Schultes in the amount of \$1,151,929 for FB2025-003 Sewer and Water Meters Project.

**MANAGER'S RECOMMENDATION:**

Recommend Approval

---

**APPROVERS**

Jonathan Perry  
Sakeithia Reece  
Laura Getz  
Matthew Livingston



**RESOLUTION 2025-**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH A.C. SCHULTES OF CAROLINA, INC. FOR THE SEWER AND WATER METERS PROJECT FORMAL BID NO. 2025-003**

**WHEREAS**, the City Council of the City of Goldsboro has heretofore found it in the public interest to undertake the Sewer and Water Meters Project; and

**WHEREAS**, sealed bids were received on September 9, 2025, for the Sewer and Water Meters Project; and

**WHEREAS**, the sole bid was submitted by A. C. Schultes of Carolina, Inc. from Rocky Point, NC in the amount of \$1,169,909; and

**WHEREAS**, City staff and A. C. Schultes of Carolina, Inc. have re-negotiated and reduced the bid amount by \$17,980 for a new bid price of \$1,151,929; and

**WHEREAS**, the City of Goldsboro's FY25-26 budgeted amount is \$650,000 for the Sewer and Water Meters Project; and

**WHEREAS**, additional funds will be allocated from the City of Goldsboro's FY25-26 Budget; and

**WHEREAS**, the City Council deems it in the best interest of the City to enter into a contract with A. C. Schultes of Carolina, Inc. in the amount of \$1,151,929 for the Sewer and Water Meters Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, North Carolina, that the Mayor and City Clerk are hereby authorized and directed to execute a contract with A. C. Schultes of Carolina, Inc. in the amount of \$1,151,929 for the Sewer and Water Meters Project.

This Resolution shall be in full force and effect from and after October 20, 2025.

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Charles Gaylor, IV  
Mayor

Attested by:

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Laura Getz  
City Clerk



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
OCTOBER 20, 2025 CITY COUNCIL MEETING**

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**TITLE:** Approval of a Property License Agreement with the Wayne County Sheriff's Office

**DEPARTMENT:** Police

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**BACKGROUND:**

The Wayne County Sheriff's Office, through a contractual relationship with Flock Safety, is seeking permission to place and maintain license plate reader (LPR) cameras and associated equipment ("Flock Hardware") on City-owned parcels located at:

1663 Arrington Bridge Road (PIN: 3507803942)  
Goldsboro Wastewater Treatment Plant at 714 Arrington Bridge Road (identified as PIN: 2597873940)

These locations have been identified as suitable for the placement of surveillance equipment to aid in public safety and investigative operations as allowed by Article D, Chapter 20 of the North Carolina General Statutes. The agreement provides non-exclusive, revocable access to the property for installation, maintenance, and operation of the equipment (by Flock Safety), and includes terms for indemnification, relocation, and removal of equipment upon termination.

**DISCUSSION:**

The use of LPR technology is a growing tool in law enforcement for investigation and deterrence. This installation supports broader public safety efforts across the county and region. The agreement allows the City to retain full control of its property, with the right to revoke use at any time. It imposes no financial or compliance obligations on the City; all responsibilities lie with the WCSO and Flock Safety. The City is protected from liability except in cases of gross negligence or willful misconduct, and the property must be restored upon termination of the agreement. This agreement aligns with the City's public safety goals while preserving municipal property interests.

**BUDGET RELATIONSHIP:**

**STRATEGIC PLAN RELATIONSHIP:**

**STAFF RECOMMENDATION:**

It is recommended that Council adopt the attached resolution authorizing the City Manager to execute the Property License Agreement with the Wayne County Sheriff's Office (granting

access to Flock Safety on its behalf).

**MANAGER'S RECOMMENDATION:**

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**APPROVERS**

Mike West

Sakeithia Reece

Laura Getz

Matthew Livingston

## **RESOLUTION 2025-**

### **RESOLUTION AUTHORIZING A PROPERTY LICENSE AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND THE WAYNE COUNTY SHERIFF'S OFFICE FOR THE INSTALLATION AND MAINTENANCE OF LICENSE PLATE READER EQUIPMENT ON CITY PROPERTY**

**WHEREAS**, the City of Goldsboro is the owner of property located at 1663 Arrington Bridge Road (PIN: 3507803942) and the Goldsboro Wastewater Treatment Plant at 714 Arrington Bridge Road (PIN: 2597873940); and

**WHEREAS**, the Wayne County Sheriff's Office, through a contractual relationship with Flock Group Inc. ("Flock Safety"), has requested permission to install license plate reader cameras and associated equipment ("Flock Hardware") on the above-referenced City-owned properties for the purposes of enhancing public safety and aiding in law enforcement investigations; and

**WHEREAS**, the proposed Property License Agreement provides for the non-exclusive, revocable use of the property by the Wayne County Sheriff's Office for the placement, access, and maintenance of the Flock Hardware, while ensuring the City retains full control of its property, imposes no financial or legal obligations on the City, and protects the City from liability; and

**WHEREAS**, the City Council finds that this Agreement is in the public interest and supports the City's goal of enhancing community safety while preserving the operational integrity of municipal property.

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

- 1) The City Council hereby approves the Property License Agreement with the Wayne County Sheriff's Office for the use of City property for the installation and operation of license plate reader equipment.
- 2) The City Manager is authorized to execute the Property License Agreement and any related documents necessary to carry out the intent of this Resolution.

This Resolution shall be in full force and effect from and after October 20, 2025.

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Charles Gaylor, IV  
Mayor

Attested by:

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Laura Getz  
City Clerk



## **Property License Agreement**

The City of Goldsboro ("City"), by and through the undersigned, hereby represents that it is the owner in fee of property located at: 1663 Arrington Bridge Road (identified as PIN: 3507803942) and the property making up the Goldsboro Wastewater Treatment Plant at 714 Arrington Bridge Road (identified as PIN: 2597873940) (together "Property" herein) – see attached Exhibit A depicting the said Property; and represent and warrant that it has the authority to enter into this Property License Agreement ("Agreement") and hereby granting the Wayne County Sheriff's Office the license to use the Property for access to, placement, installation and maintenance of license plate readers/cameras and necessary equipment ("Flock Hardware") by Flock Group Inc. ("Flock Safety") on behalf of Wayne County Sheriff's Office ("WCSO") for the reading of license plates and storage of data as allowed by Article D, Chapter 20 of the NCGS ("Services").

As to compliance with said statutes, the City has no responsibility; and the WCSO and Flock Safety understand and agree they have such responsibility; and shall comply with the applicable statutes and policies of the WCSO.

As to placement on the Property of Flock Hardware, the parties hereto shall determine the best location that does not interfere with the City's use of the Property. The City has the right to require relocation of the Flock Hardware if it deems it necessary for its use and enjoyment of the Property. If the City makes such request, such shall be in writing via email to the WCSO by sending the same to: [jonathan.griffin@waynegov.com](mailto:jonathan.griffin@waynegov.com); and to Flock Safety via email by sending the same to: [support@flocksafety.com](mailto:support@flocksafety.com). Such giving the same thirty (30) days to relocate Flock Hardware, and allowing necessary access to the Property and to Flock Hardware and WCSO to accomplish the relocation.

The City understands and acknowledges that Flock Hardware is the sole property of Flock Safety and, by signing this Use Agreement, represents and warrants that it nor any of its agents, employees or representatives shall tamper with or attempt to gain access to Flock Hardware nor interfere with Services; or with access by WCSO.

Further, except for the gross negligence or willful misconduct of an agent, employee or representative of the City, Flock Safety shall indemnify the City and hold the City harmless from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person resulting from Flock Hardware or Services, (B) damage to the Property resulting from Flock Hardware or providing Services during the ordinary course of business, and (C) any other loss or cost resulting from the performance of any work required by Flock Safety related to Flock Hardware, Services or payments by Customer to Flock Safety for work rendered.

The City understands that this Agreement is revocable by it at any time, provided that it (1) issues written notice via email giving the WCSO (sent to: jonathan.griffin@waynegov.com) and Flock Safety (sent to:support@flocksafety.com), and (2) allows Flock Safety and/or WCSO to enter the Property and safely remove all Flock Hardware from the Property without interference. WCSO and Flock Safety agree to place the Property back to its original condition at the end of the use being licensed herein.

Agreed to the date last executed by a party hereto as indicated below.

**City of Goldsboro**

By:\_\_\_\_\_ Date:\_\_\_\_\_

Printed Name:\_\_\_\_\_, Title:\_\_\_\_\_

Attest:

By:\_\_\_\_\_ Date:\_\_\_\_\_  
Laura Getz, Clerk

**Wayne County Sheriff**

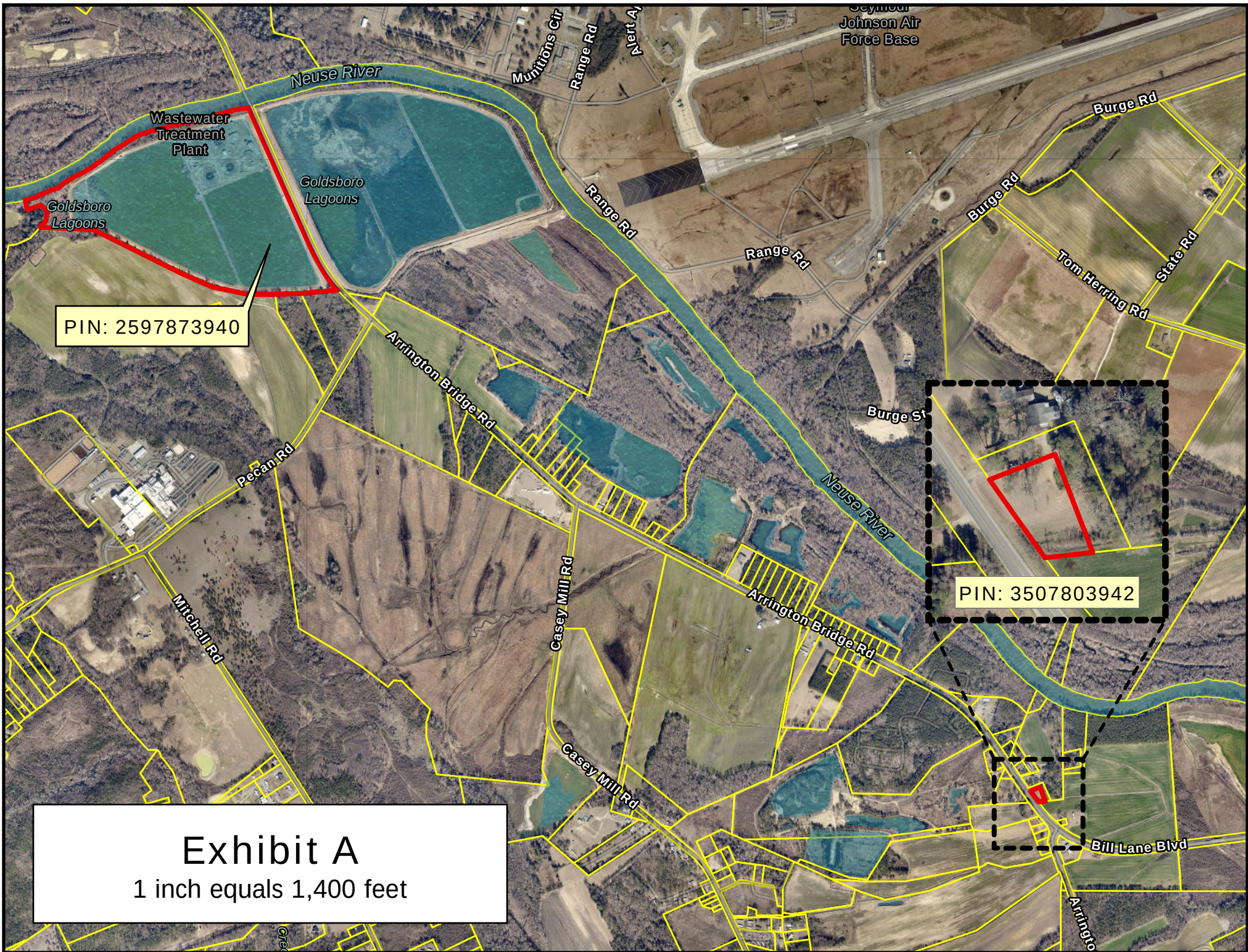
By:\_\_\_\_\_ Date:\_\_\_\_\_  
Larry Pierce, Sheriff

**Flock Group, Inc.**

By:\_\_\_\_\_ Date:\_\_\_\_\_

Printed Name:\_\_\_\_\_,  
Title:\_\_\_\_\_





PIN: 2597873940

PIN: 3507803942

# Exhibit A

1 inch equals 1,400 feet