

PROPOSED AGENDA
REGULAR COUNCIL MEETING
May 19, 2026
5:30 PM

CALL TO ORDER - Mayor Sammy Phillips

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA

PUBLIC COMMENT

ADOPTION OF MINUTES AND CONSENT ITEMS

MINUTES: May 4, 2026 – Special Workshop Meeting

CONSENT

1. General Legislative Budget Amendment
2. Construction Agreement for NCDOT TIP Project U-5950 – Utility Relocation
3. Tax Releases, Refunds, and Write-offs – March 2026
4. COSSUP 2022 Subaward Agreement – Onslow Victims Center
5. Jacksonville Transit – Public Transportation Agency Safety Plan Update
6. Woodlands Park – Second Extension of Lease Agreement
7. Housing Authority Designation

PUBLIC HEARING (*Legislative*)

8. Annual Action Plan FY 26-27

DISCUSSION (ACTION MAY OR MAY NOT BE TAKEN)

9. Fiscal Year 2027 Proposed Budget Discussion
10. House Bill 1038

CLOSED SESSION

For the purpose of consulting with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, pursuant to General Statute 143-318.11, subsection (a-3).

REPORTS

Mayor
City Council
City Attorney
City Manager

ONE CITY, OUR CITY, MY CITY MOMENT

ADJOURNMENT

COUNCIL MINUTES

SPECIAL WORKSHOP MEETING

May 4, 2026

A Special Workshop Meeting of the City Council of the City of Jacksonville was held Tuesday, May 4, 2026 beginning at 5:30 PM in Meeting Rooms A and B of City Hall. Present were: Mayor Sammy Phillips, presiding; Mayor Pro Tem Cindy Edwards, Council Members: Mickey Smith, Logan Sosa, Dr. Angelia Washington, Jerome Willingham and Michael Yaniero. Also present were: Joshua Ray, City Manager; Ronald Massey, Deputy City Manager; Lorna Welch, City Attorney and Rose Marshburn, City Clerk.

*A video of the Council Meeting is presently available for review on the City's website.

CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 5:33 PM.

ADOPTION OF AGENDA

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Sosa, and unanimously approved to adopt the agenda as presented.

ADOPTION OF MINUTES AND CONSENT ITEMS

A motion was made by Councilman Yaniero, seconded by Councilman Sosa, and unanimously approved to adopt the minutes of the April 21, 2026 Regular Meeting and the Consent items as presented.

CONSENT ITEMS

GENERAL LEGISLATIVE BUDGET AMENDMENT

Budget amendment requests had been submitted since the last legislative budget amendment. This budget amendment did not affect the General Fund balance.

Council approved the Budget Amendment.

Ordinance 2026-28, Bk. 14, Pg. 583

TAX RELEASES, REFUNDS, AND WRITE-OFFS – FEBRUARY 2026

The County/City Tax Collector and the City's Finance Director recommended releases, refunds, and write-offs of property taxes. The tax releases, refunds, and write-offs recommended by the City/County Tax Collector totaled, respectively, \$1,155.19, \$9,994.32, and \$3.64 (\$11,153.15). February's releases total was adjusted to account for prior month's interest that was released in error (\$155.39 in total).

Council approved the tax releases, refunds and write-offs.

REQUEST TO WAIVE PENALTIES FOR JACKSONVILLE OCCUPANCY TAX

The owner of Fairfield Inn submitted a Request to Waive Penalties for Occupancy Taxes collected in March 2026. The establishment had a returned check due to an account number entered incorrectly into the payment system. They normally do make payments electronically via the online payment portal. The owner was making the request based on their good compliance record and they met the criteria for this request.

Council had authority to approve these requests pursuant to the authority granted to them by G.S. 160-215 and City Resolution 2010-14 which reads “The City Council has the same authority to waive the penalties for a room occupancy tax that the Secretary of Revenue has to waive the penalties for state sales and use taxes. There was no Financial Impact to the City.

Council approved the Request to Waive Penalties.

ONslow COUNTY SOCIAL SERVICES ANNEX - BUILDING INSPECTIONS
INTERLOCAL AGREEMENT

North Carolina General Statute 160D-202 allows municipalities to delegate building inspections authority to their respective county when appropriate; however, documentation of such authority must be recorded through a formal agreement. With recent construction projects such as the Courthouse expansion, Consolidated Human Services building construction, and others, it had become customary for the City to delegate building inspections authority to Onslow County for their capital projects.

County staff recently shared plans with the City Manager’s Office to upfit an existing structure located at 154 Brynn Marr Road (the corner of Center Street and Brynn Marr Road) for use by their Department of Social Services (commonly identified as the Social Services Annex project). As part of implementing their plans, Onslow County requested that the City approve an interlocal agreement to provide them with authority to conduct building inspections using County staff for this specific project.

If approved, the agreement would sunset upon issuance of a certificate of occupancy (CO) for the Annex. Further, the agreement could be terminated by either party prior to the CO being issued, with proper notification. The City had no financial obligation for this agreement.

Council approved the interlocal agreement.

DISCUSSION ITEMS (ACTION MAY OR MAY NOT BE TAKEN)FY27 BUDGET DISCUSSION

Joshua Ray, City Manager, provided a detailed overview of the PowerPoint Presentation herein attached as Exhibit A. Per North Carolina General Statute (NCGS) § 159-13, City Council was required to adopt a balanced operating budget for FY27 by June 30, 2026.

A copy of the proposed budget was delivered to Jacksonville City Council on April 7, 2026. The proposed budget had been available for public inspection in the City Clerk's Office since April 7, 2026, as well as the Onslow County Public Library, and the City's website. Council held a Public Hearing to receive citizen input at the Regular Council Meeting on April 21, 2026, and no comments were made by the public. Council was scheduled to consider adoption of the FY27 Recommended Budget at the Regular Council Meeting on May 19, 2026.

Budget Highlights included a \$134,342,890 Total Budget (6% reduction from FY26 Adopted Budget); \$0.60 Ad Valorem Tax Rate; Priority Investment in Employees; \$34.46 Million for Public Safety; Water & Sewer Rate Increase of 1% and Sanitation Commercial/Business Rate Increase Due to Proposed Increase in Onslow County Landfill Charges.

Mr. Ray stated that based on questions raised by Council regarding comparing tax rates and understanding the resulting tax levy under each option, he provided materials outlining key figures, including the FY26 tax base of approximately \$4.22 billion and the revalued FY27 tax base of about \$6.4 billion. The current FY26 tax rate is 60 cents per \$100 of valuation, while the FY27 revenue-neutral rate, intended to generate the same revenue under the new valuation, would be 44.31 cents. The review compared various tax rates, showing corresponding FY26 and FY27 tax levies to support Council deliberations.

Discussion was held regarding the uncertainty surrounding proposed state legislation that could pause county revaluations, potentially affecting revenue projections. With the City budget required to be adopted by June 30, Council Members expressed concern about making decisions without clarity on the legislation, noting this created significant uncertainty in forecasting revenues and setting expenditures. Mr. Ray noted that while no updates on the legislation had been received, if the budget was adopted earlier, adjustments could still be made before the deadline, if needed.

Council Members explored strategies to manage the uncertainty, including preparing two parallel budgets, one based on current valuations and one on revalued figures, and considering adjustments to the tax rate combined with use of fund balance to maintain services. However, lowering the tax rate would require offsetting revenue losses, potentially through fund balance or

expenditure reductions. Conversely, maintaining revenue levels under current valuations could require a tax rate increase. Council discussed the possibility of cutting or delaying projects, though it was noted that smaller reductions would not close large budget gaps and that some projects were already approved or underway.

The discussion also addressed prioritization, with emphasis on maintaining employee compensation and advancing key economic development initiatives, including a large “uptown” project tied to long-term revenue growth. Council considered extending financing terms for major capital projects to reduce annual debt service, which could ease short-term budget pressure but increase total costs over time. Staff advised that such changes were feasible and could lower the immediate tax rate impact, though they could affect long-term borrowing capacity.

Further discussion highlighted broader financial challenges, including uncertainty about county tax rates and concerns over potential state-imposed limits on tax rates or revenue growth. It was noted that sales tax distribution methods at the county level significantly affected City revenues, with current allocation formulas limiting funds available to the City despite it being a primary economic hub. Council Members discussed advocating for changes to this distribution, including pursuing a hybrid or per capita model, and potentially coordinating with County Officials or State Representatives.

Council also discussed the impact of budget decisions on residents, particularly those on fixed incomes, and concerns about setting a rate that could later prove to be too high or too low depending on legislative outcomes emphasizing the need to balance fiscal responsibility with minimizing tax burdens, as well as the importance of a cautious, flexible approach.

Mr. Ray stated that staff would provide additional analysis to Council, including side-by-side budget scenarios and tax rate impacts, and would also revisit project timelines to identify potential deferrals. The adoption of the FY27 Proposed Budget would proceed for consideration at the May 19, 2026 Regular Council Meeting for further discussion, and updates would be shared as new information became available from the state and other stakeholders.

HOUSE BILL 1038 DISCUSSION

House Bill 1038 was filed in the House of Representatives on April 22, 2026, in the General Assembly. The bill was co-sponsored by Representatives Wyatt Gable and Phil Shepard. This bill proposed to amend the Charter of the City of Jacksonville to require that all members of Jacksonville City Council be elected At-Large.

The Bill read as follows – “Sec. 2-8. – Election of mayor and council – Generally at a regular election to be held by the Onslow County Board of Elections on the Tuesday after the first Monday in November, there shall be elected a mayor and six council members, all of whom shall reside within the city and who shall run and be elected at-large by the qualified voters in the entire City of Jacksonville. The mayor shall be elected to serve a four-year term and until a successor is elected and qualified. Council members shall be elected to serve four-year staggered terms, and until their successors are elected and qualified.”

Beginning in 2027 with the regular municipal elections for the City of Jacksonville, and biennially thereafter, all Council members shall be elected "at-large" by the qualified voters of the City. No Council members for the City of Jacksonville shall be elected by ward, but the same staggering of terms shall remain in place as when members of the City Council were elected by ward.

Discussion was held regarding prior litigation involving Jacksonville’s election system including the McLaughlin versus City of Jacksonville lawsuit and the Willingham versus City of Jacksonville lawsuit.

Further discussion was held regarding military populations residing near Camp Lejeune and New River Air Station, and whether redistributing them elsewhere would create irregular district boundaries. Questions were raised regarding the relationship between recent Supreme Court decisions and Jacksonville’s ward system, with concerns expressed about whether House Bill 1038 sought to impose an at-large system despite prior legal challenges involving discrimination claims. Lorna Welch, City Attorney, explained that the 1989 federal lawsuit that led Jacksonville to adopt its current ward system was settled and resulted in implementation of the four-ward structure. Councilman Willingham emphasized that plaintiffs in that case were deemed the prevailing party and stated that the settlement effectively recognized problems with the prior at-large system.

Discussion continued regarding House Bill 1038 and whether the legislature was attempting to impose changes on the City without local requests or consent. Several Council Members expressed concern that the proposed legislation conflicted with the historical reasons Jacksonville moved away from an at-large system. Other Council Members stressed the importance of obtaining legal analysis, public comment, and additional research into recent Supreme Court rulings and Voting Rights Act implications before taking action. Ms. Welch advised that the legal implications of recent court decisions remained unclear and noted that

attorneys across the state were still analyzing how those decisions could affect election systems and racial gerrymandering claims. She also explained that while City Council could amend their own charter through ordinances or referendums, the General Assembly ultimately retained broad authority to alter municipal charters through legislation.

Council Members debated whether the City should publicly oppose House Bill 1038, seek amendments to require a referendum, or engage legislators directly before any changes occurred. Council Members also discussed the differences between Jacksonville's ward system and state and congressional districts.

Further discussion focused on the history and benefits of neighborhood representation under the ward system. Some Council Members noted that the ward structure improved representation for underserved communities and contributed to investments in areas such as Pickett Town, Georgetown, Riverwalk Crossing, downtown redevelopment, recreational facilities, public safety infrastructure, environmental improvements, and public transparency measures. It was stated that prior to the ward system, representation was concentrated in one part of town and that the at-large structure historically enabled dominant voting blocks to control every seat. Several Council Members emphasized that the ward system created direct accountability to neighborhoods and ensured broader representation across the City.

Additional questions were directed to the City Attorney concerning appeals, legislative authority, and the interaction between court rulings and legislative action. Ms. Welch explained that while plaintiffs in the recent lawsuit could have appealed, it appeared they did not. She further explained how new law could alter how future cases were decided.

Several Council Members emphasized the importance of unity and public engagement, stating that "One City" should represent meaningful inclusion and neighborhood representation rather than centralized control. It was also noted that the ward system functioned as a community accountability model that ensured every section of Jacksonville had a voice at the table and direct representation for local concerns, infrastructure needs, and public safety priorities.

Discussion was held regarding the importance of obtaining additional legal analysis and allowing for broader public input from Citizens before taking any formal position on the matter. It was noted that any legislative action related to the election system would likely face legal challenges and ultimately be resolved through the courts. Council Members emphasized the importance of giving Citizens on all sides of the issue an opportunity to provide public comment

and discussed the possibility of amending the legislation to allow the matter to be decided through a public referendum.

STREET TREES DISCUSSION

It was the consensus of Council to move this item to be heard at a future meeting.

CLOSED SESSION

A motion was made by Councilman Sosa, seconded by Councilman Willingham, and unanimously adopted to recess the Regular Meeting to convene a for the purpose of discussing land acquisition, pursuant to General Statute 143-318.11, subsection (a-5) and for the purpose of consulting with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, pursuant to General Statute 143-318.11, subsection (a-3), in regards to legal matters including the lawsuit captioned, *Jeffery Jones v. City of Jacksonville*.

Mayor Phillips, reconvened the Regular Meeting at 8:30 PM, and announced that no further action had been taken in Closed Session.

ONE CITY, OUR CITY, MY CITY

No Report.

ADJOURNMENT

A motion was made by Mayor Pro Tem Edwards, seconded by Councilwoman Smith, and unanimously adopted to adjourn the meeting at 8:31 PM.

Exhibit "A"

Jacksonville City Council



Special Workshop Meeting
May 4, 2026

Discussion Item

FY27 Budget Discussion

Agenda Item 5

Discussion Item

House Bill 1038 Discussion

Agenda Item 6



Request for City Council Action

**Consent
Agenda
Item:** **1**
Date: 5/19/2026

Subject: General Legislative Budget Amendment
Department: Finance
Presented by: Sabrina Adams, Finance Director
Presentation: No

Issue Statement

Budget amendment requests have been submitted since the last legislative budget amendment. The details of the adjustments are shown in the staff report.

Financial Impact

This budget amendment does not affect the General Fund balance. The budget amendment reduces appropriated fund balance in the Water Sewer Fund by \$328,612 and increases appropriated fund balance in the Economic Impact Fund by \$375,000.

Action Needed

Consider the Budget Amendment.

Recommendation

Staff recommends Council approve the Budget Amendment.

Approved: City Manager City Attorney

Attachments:

A Proposed Budget Amendment



Staff Report

Consent
Agenda
Item:

1

General Legislative Budget Amendment

This Budget Amendment seeks to:

- Appropriate fund balance (\$375,000) from Economic Impact fund and to provide funding for land purchase.
- Reduce recreation expenditures (\$29,795) for transfer out to a Capital Project to provide additional funding of the Ballfield Fence Replacement project (GF2604).
- Receive transfer in from the closeout of UT RL Gum Branch Wide (SF1902), Castle Hayne Monitor Well (WF1804), Gum Branch Central Chlorine (WF2104), and LTS Facility Improvements (SF2305) and reduce the use of appropriated fund balance (\$328,612) in the Water Sewer Fund.
- Closeout completed FY26 Pedestrian Improvements (GF2609) and return funds (\$20,800) to Powell Bill Capital Projects.
- Closeout completed City Hall HVAC (GF1913) and return funds to the City Hall Maintenance Fund (\$45,276).

Stakeholders

- The Citizens of the City of Jacksonville
- The City of Jacksonville

Options

Option 1: Approve the budget amendment. **STAFF RECOMMENDED**

Considerations: Revenues will be appropriated and accurately adjusted, and funds will be provided for current City initiatives.

Option 2: Do not approve the budget amendment.

Considerations: Revenues will not be reflected accurately, and projects and initiatives will not have sufficient funding for execution.

ORDINANCE (2026-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2026 BUDGET

BE IT ORDAINED by the Council of the City of Jacksonville, North Carolina that the following amendments to the Fiscal Year 2026 General Fund, Water Sewer Fund, Capital Project Fund, Special Revenue Fund, Water Sewer Capital Projects, Powell Bill Capital Project Fund, and Internal Service Fund budgets are hereby enacted:

GENERAL FUND

EXPENDITURES	BUDGET	CHANGE	TOTAL
RECREATION EXPENDITURES	3,161,342	(29,795)	3,131,547
TRANSFER OUT TO GF CAPITAL PROJECTS	676,634	29,795	706,429
TOTAL ADJUSTMENTS		-	
TOTAL FUND EXPENDITURES	68,978,709	-	68,978,709

Reduce Recreation expenditures for transfer to capital projects (\$29,795) for additional funding of the Ballfield Fence Replacement project (GF2604).

BALLFIELD FENCE REPLACEMENT (GF2604)

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER IN FROM GENERAL FUND	200,000	29,795	229,795
TOTAL ADJUSTMENTS		29,795	
TOTAL PROJECT REVENUES	200,000	29,795	229,795

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	200,000	29,795	229,795
TOTAL ADJUSTMENTS		29,795	
TOTAL PROJECT EXPENDITURES	200,000	29,795	229,795

Receive funds from the General Fund for the additional anticipated costs (\$29,795) of the Ballfield Fence Replacement project (GF2604).

WATER/SEWER FUND

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER IN FROM W/S CAPITAL PROJECTS FUND	822,003	328,612	1,150,615
APPROPRIATED FUND BALANCE	2,389,710	(328,612)	2,061,098
TOTAL ADJUSTMENTS		-	
TOTAL FUND REVENUES	36,775,193	-	36,775,193

Receive transfer in from closed WS Capital Projects (\$328,612) to include UT RL Gum Branch Wide (SF1902), Castle Hayne Monitor Well (WF1804), Gum Branch Central Chlorine (WF2104), and LTS Facility Improvements (SF2305).

ECONOMIC IMPACT FUND

REVENUES	BUDGET	CHANGE	TOTAL
APPROPRIATED FUND BALANCE	1,209,027	375,000	1,584,027
TOTAL ADJUSTMENTS		375,000	
TOTAL FUND REVENUES	1,348,989	375,000	1,723,989

EXPENDITURES	BUDGET	CHANGE	TOTAL
ECONOMIC DEVELOPMENT EXPENDITURES	1,224,738	375,000	1,599,738
TOTAL ADJUSTMENTS		375,000	

Attachment
A

TOTAL FUND EXPENDITURES	<u>1,348,989</u>	375,000	<u>1,723,989</u>
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Appropriate fund balance from Economic Impact Fund (\$375,000) for purchase of land.

STREET IMPROVEMENTS (GF9103)

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER IN FROM POWELL BILL CAPITAL PROJECTS FUND	3,700,767	20,800	3,721,567
TOTAL ADJUSTMENTS		20,800	
TOTAL PROJECT REVENUES	<u>39,455,144</u>	<u>20,800</u>	<u>39,475,944</u>

PROJECT EXPENDITURES	BUDGET	CHANGE	TOTAL
	39,455,144	20,800	39,475,944
TOTAL ADJUSTMENTS		20,800	
TOTAL PROJECT EXPENDITURES	<u>39,455,144</u>	<u>20,800</u>	<u>39,475,944</u>

Closeout completed FY26 Pedestrian Improvements (GF2609) and return funds (\$20,800) to Powell Bill Capital Projects.

FY26 PEDESTRIAN IMPROVEMENTS (GF2609)

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	100,000	(20,800)	79,200
TRANSFER OUT TO POWELL BILL CAPITAL PROJECTS	-	20,800	20,800
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	<u>100,000</u>	<u>-</u>	<u>100,000</u>

Closeout completed FY26 Pedestrian Improvements (GF2609) and return funds (\$20,800) to Powell Bill Capital Projects.

UT RL GUM BRANCH RD WIDE (SF1902)

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	340,118	(1)	340,117
TRANSFER OUT TO WATER SEWER FUND	-	1	1
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	<u>340,118</u>	<u>-</u>	<u>340,118</u>

Closeout completed UT RL Gum Branch Road Wide (SF1902) and return funds to the Water Sewer Fund (\$1).

CASTLE HAYNE MONITOR WELL (WF1804)

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	483,000	(198,026)	284,974
TRANSFER OUT TO WATER/SEWER FUND	-	198,026	198,026
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	<u>483,000</u>	<u>-</u>	<u>483,000</u>

Closeout completed Castle Hayne Monitor Well (WF1804) and return funds to the Water Sewer Fund (\$198,026).

GUM BRANCH CENTRAL CHLORINE (WF2104)

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	525,000	(125,091)	399,909
TRANSFER OUT TO WATER/SEWER FUND	-	125,091	125,091
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	<u>525,000</u>	<u>-</u>	<u>525,000</u>

Closeout completed Gum Branch Central Chlorine (WF2104) and return funds to the Water Sewer Fund (\$125,091).

LTS FACILITY IMPROVEMENTS (SF2305)

<u>EXPENDITURES</u>	<u>BUDGET</u>	<u>CHANGE</u>	<u>TOTAL</u>
PROJECT EXPENDITURES	1,200,000	(5,494)	1,194,506
TRANSFER OUT TO WATER/SEWER FUND	-	5,494	5,494
TOTAL ADJUSTMENTS			
TOTAL PROJECT EXPENDITURES	<u>1,200,000</u>	<u>-</u>	<u>1,200,000</u>

Closeout completed LTS Facility Improvements (SF2305) and return funds to the Water Sewer Fund (\$5,494).

CITY HALL HVAC (GF1913)

<u>EXPENDITURES</u>	<u>BUDGET</u>	<u>CHANGE</u>	<u>TOTAL</u>
PROJECT EXPENDITURES	548,879	(45,276)	503,603
TRANSFER OUT TO CITY HALL MAINTENANCE FUND	-	45,276	45,276
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	<u>548,879</u>	<u>-</u>	<u>548,879</u>

Closeout completed City Hall HVAC (GF1913) and return funds to the City Hall Maintenance Fund (\$45,276).

CITY HALL MAINTENANCE FUND

<u>REVENUES</u>	<u>BUDGET</u>	<u>CHANGE</u>	<u>TOTAL</u>
TRANSFER IN FROM CAPITAL PROJECTS FUND	-	45,276	45,276
TOTAL ADJUSTMENTS		45,276	
TOTAL FUND REVENUES	<u>349,585</u>	<u>45,276</u>	<u>394,861</u>
<u>EXPENDITURES</u>	<u>BUDGET</u>	<u>CHANGE</u>	<u>TOTAL</u>
CITY HALL MAINTENANCE EXPENDITURES	349,585	45,276	394,861
TOTAL ADJUSTMENTS		45,276	
TOTAL FUND EXPENDITURES	<u>349,585</u>	<u>45,276</u>	<u>394,861</u>

Receive transfer in of funds (\$45,276) from closed City Hall HVAC project (GF1913).

ADOPTED by the Jacksonville City Council in regular session this 19th day of May, 2026.

Sammy Phillips, Mayor

ATTEST:

Rose R. Marshburn, City Clerk



Request for City Council Action

Consent Agenda Item: **2**
Date: 5/19/2026

Subject: Construction Agreement for NCDOT TIP Project U-5950 – Utility Relocation
Department: Transportation Services
Presented by: Stephanie Kutz, Transportation Manager
Presentation: No

Issue Statement

In August of 2026, NCDOT is scheduled to award a construction contract to widen the intersection of Marine Boulevard and Henderson Drive – officially referred to in the State Transportation Plan as project U-5950. This project will include the relocation of water lines that are the responsibility of the City. If the City requests this work to be included with the larger NCDOT project, it will allow for a seamless transition from design through construction, with one design firm and one contractor. Additionally, it minimizes the number of potential conflicts in the field, as well as time delays.

Financial Impact

Total cost of the water line relocation is estimated at \$21,776.75. Water and Sewer Fund money has been appropriated for these expenses.

Action Needed

Consider the NCDOT Construction Agreement in which the City requests the water line relocation as a part of the larger NCDOT contract and for which the City agrees to reimburse the State.

Recommendation

Staff recommends that Council approve the NCDOT Construction Agreement and authorize the City Manager or his designated representative to sign the Agreement.

Approved: City Manager City Attorney

Attachments:
A NCDOT Construction Agreement

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____ : I acknowledge that upon execution of this Agreement, we will be required to submit a down payment, if required. I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS</u>	<u>PAYMENT TIMING</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement</u> .
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK

OR

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

Initiate ACH through your bank* and send an e-mail to:

- ✓ Sherrisa Becton – snbecton@ncdot.gov
- ✓ Melinda Neighbors – mneighbors@ncdot.gov

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element
- Amount of Payment

*If you need NCDOT's Account Information, contact Terri Jones at tdjones5@ncdot.gov

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

4/17/2026

AGREEMENT OVERVIEW

NORTH CAROLINA
ONSLOW COUNTY

DATE: 4/23/2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5950

WBS ELEMENTS: 46895.3.1

AND

CITY OF JACKSONVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of waterline relocations associated with the construction of intersection improvements at the intersection of SR 1336 (Henderson Drive) and US 17 Business (Marine Boulevard).

ESTIMATED COST TO OTHER PARTY: \$21,776.75

PAYMENT TERMS: The Department will invoice the City of Jacksonville in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Jacksonville within sixty (60) days of the invoice date.

MAINTENANCE: The City of Jacksonville is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the City of Jacksonville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5950, for the contractor to adjust and relocate utility

lines and/or provide betterment. The work is described as follows: Waterline relocation within TIP Project U-5950.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in this section the **Department** would then enter into a contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the **Department's** assigned Resident Engineer.

B. MAINTENANCE AND OPERATIONS

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities, which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$21,776.75 as shown on the attached Exhibit "B". The estimated cost includes a 16% charge for Engineering and Incidentals ("E&I") and 20% charge for contingency. The E&I percentage charge may be negotiated at the **Department's** discretion if a valid extenuating circumstance is presented by the **Municipality** and agreed to by the **Department**.
- ii. E&I charges include but are not limited to: contract administration; project management; construction engineering and inspection (CE&I); in-field plan revisions; mobilization; stationary and portable work zone signs; traffic control flaggers; law enforcement; lane closure equipment; erosion control; grading, seeding, mulching and topdressing. E&I will be invoiced based upon the actual cost of utility work, not the cost of highway work.
- iii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iv. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon the satisfactory completion and the **Municipality's** acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work. Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.
- ii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.

- iii. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with **Parties** that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each

**ACCOUNTS RECEIVABLE
UTILITY CONSTRUCTION AGREEMENT
1000028929**

of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature; however, each **Party** agrees to maintain certification records and will produce said records upon request. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

CITY OF JACKSONVILLE

Authorized Signer: _____ Print Name: _____

Date Signed: _____ Title: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: _____ Print Name: _____

Date Signed: _____ Title: _____

Fed Tax ID No: _____

Remittance Address: _____

Purchase Order, Ref. No., etc.:

Accounts Payable Contact:
Name: _____

Email: _____

Phone Number: _____

DEPARTMENT OF TRANSPORTATION

By: _____ Print Name: _____

Date: _____ Title: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

CITY OF JACKSONVILLE (INK SIGNATURES)

Attest:	Authorized Signer: _____
By: _____	Print Name: _____
Title: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____	Finance Signer: _____
Remittance Address: _____ _____	Print Name: _____
	Title: _____
	Date Signed: _____

Purchase Order, Ref. No., etc.: _____	Accounts Payable Contact: Name: _____
	Email: _____
	Phone Number: _____

DEPARTMENT OF TRANSPORTATION (DOCUSIGN)

By: _____	Print Name: _____
Date: _____	Title: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

09/08/09

CONTRACT: TIP PROJECT: U-5950

CONTRACT: TIP PROJECT: U-5950

STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

UTILITY AGREEMENT PLANS ONSLOW COUNTY

LOCATION: *US 17 BUSINESS (MARINE BOULEVARD) AT
SR 1336 (HENDERSON DRIVE). IMPROVE INTERSECTION.*

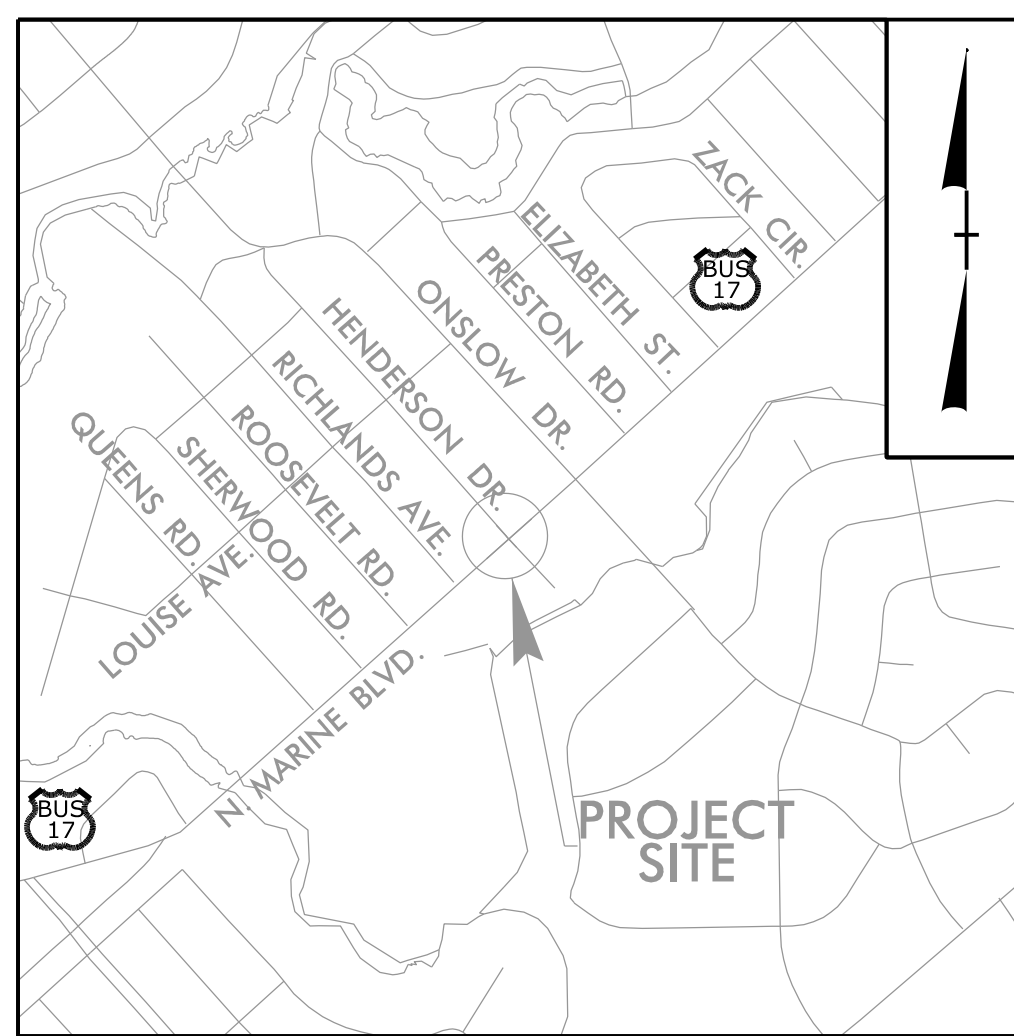
TYPE OF WORK: *WATER LINE RELOCATON*

T.I.P. NO.	SHEET NO.
U-5950	UA-1

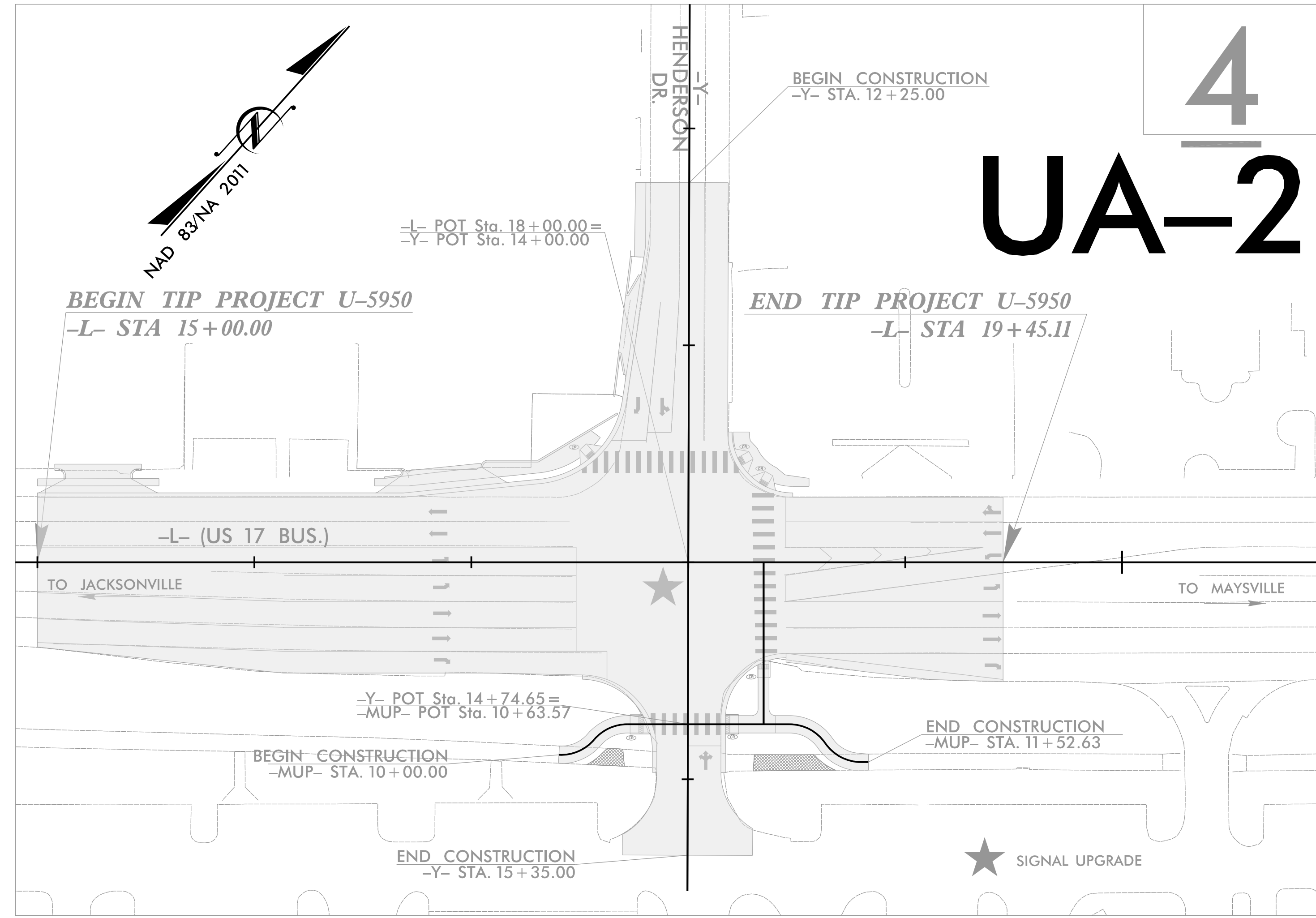
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UNLESS ALL SIGNATURES COMPLETED

EXHIBIT A

AGREEMENT PLANS



VICINITY MAP (NTS)

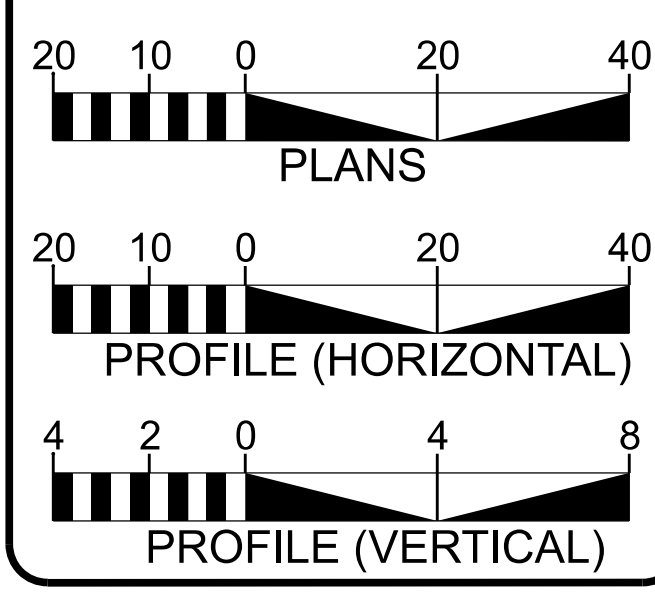


4 UA-2

COST BREAKDOWN LEGEND	
NCDOT COST	
CITY OF JACKSONVILLE COST*	

*WITH NCDOT PARTICIPATION

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UA-1	TITLE SHEET
UA-2	UTILITY AGREEMENT SHEET

WATER AND SEWER OWNER ON PROJECT

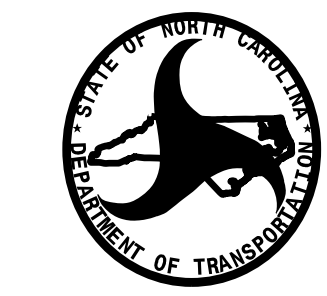
- (A) WATER - CITY OF JACKSONVILLE
- (B) SEWER - CITY OF JACKSONVILLE

PREPARED IN THE OFFICE OF:

**HINDE
ENGINEERING**
License No. C-2639
401 Harrison Oaks Blvd., Suite 220 Cary, NC 27513
Ph. (919) 653-0001

- Clint L. Stevens, P.E. UTILITIES PROJECT MANAGER
- Jordan K. Chapman, E.I. UTILITIES PROJECT ENGINEER
- James N. Arnold UTILITIES PROJECT DESIGNER

SEAL



DIVISION OF HIGHWAYS DIVISION 3

5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429
PHONE (910) 341-2001
FAX (910) 675-0143

- Zachary R. Howard, E.I. PROJECT MANAGER
- Timothy G. Godwin DIVISION UTILITY ENGINEER
- Anthony W. Law DIVISION CONSTRUCTION ENGINEER
- Roy C. Sutton DIVISION UTILITY COORDINATOR

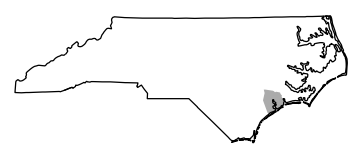
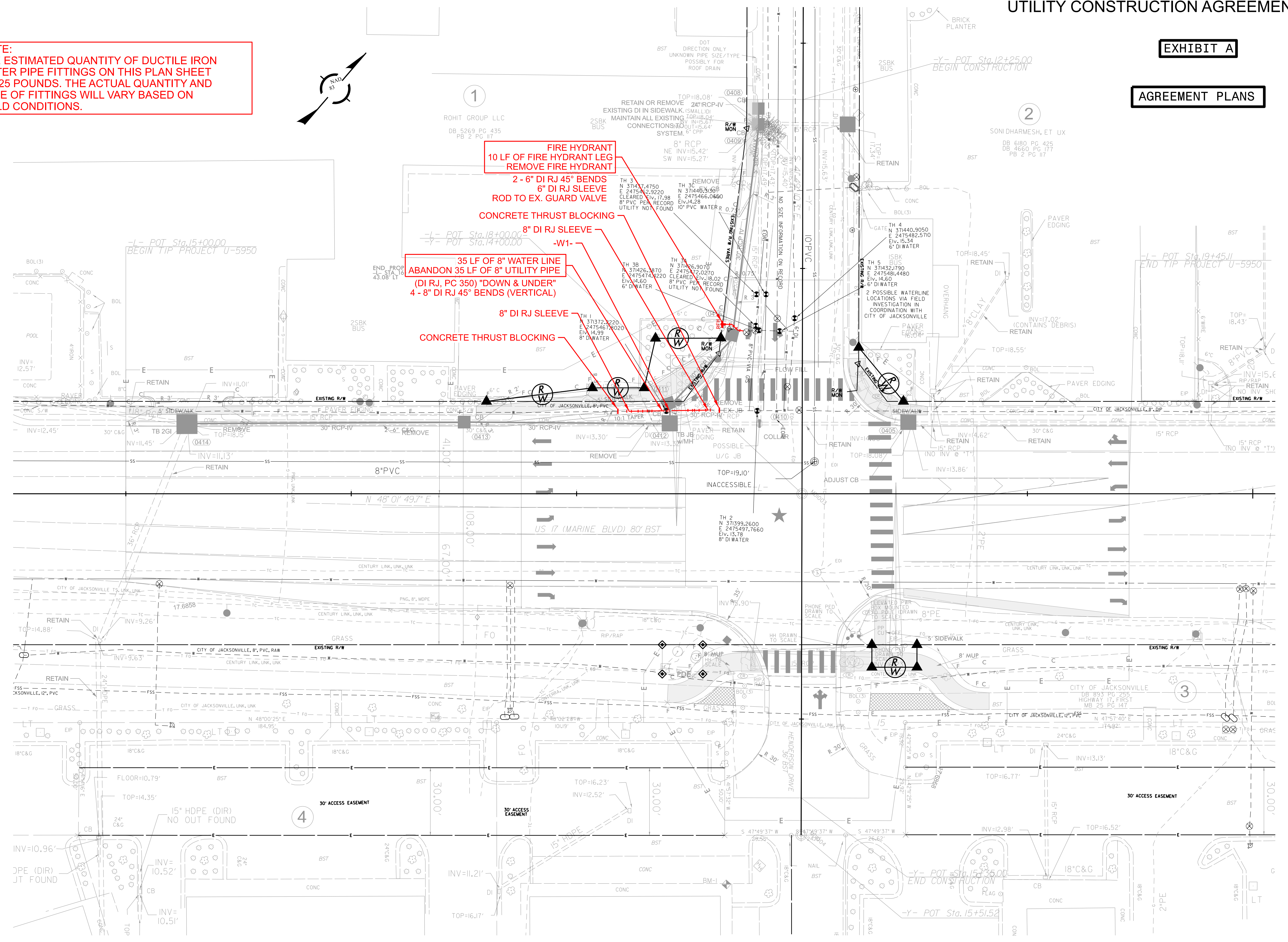
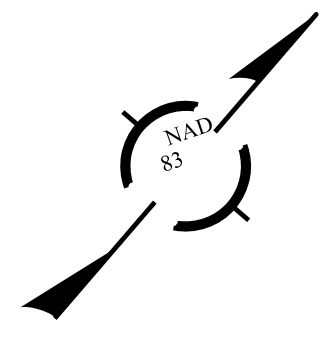


EXHIBIT A

AGREEMENT PLANS

NOTE: THE ESTIMATED QUANTITY OF DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 825 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

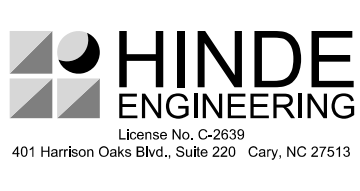


DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DESIGNED BY:	JKC
DRAWN BY:	JNA
CHECKED BY:	JKC
APPROVED BY:	CLS
REVISED:	

UTILITIES ENGINEERING SEC.
PHONE: (919) 707-6690
FAX: (919) 250-4151

PREPARED BY





401 Harrison Oaks Blvd., Suite 220
Cary, North Carolina 27513
(919) 653-0001 (office)

Hinde Proj. Number A20251001.00
NCDOT Proj. Number U-5950
Project US 17 Bus at SR 1336 Henderson Dr
Location Onslow County
Calculated By JKC
Reviewed By CLS

**EXHIBIT B
AGREEMENT ESTIMATE**

Date 4/9/2026
Date 4/9/2026

ITEM	ITEM NUMBER	SECTION	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
WATER							
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	TON	2	\$60.00	\$111.30
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	SY	12	\$5.00	\$58.33
P	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	TON	2	\$300.00	\$600.00
U	5325800000-E	1510	8" WATER LINE	LF	35	\$200.00	\$7,000.00
U	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	825	\$15.00	\$12,375.00
U	5666000000-N	1515	FIRE HYDRANT	EA	1	\$6,500.00	\$6,500.00
U	5673000000-E	1515	FIRE HYDRANT LEG	LF	10	\$175.00	\$1,750.00
U	5801000000-E	1530	ABANDON 8" UTILTIY PIPE	LF	35	\$18.00	\$630.00
U	5815500000-N	1530	REMOVE FIRE HYDRANT	EA	1	\$3,000.00	\$3,000.00

BASED ON OPINION OF PROBABLE COST
*Per G.S. 136.27.1(b)
NCDOT is responsible for 50% and
COJ is responsible for 50% of relocation cost

SubTotal	\$32,024.63
NCDOT Split	\$16,012.32
City of Jacksonville Split	\$16,012.32
Engineering & Incidentals	\$2,561.97
20% Contingency	\$3,202.46
Total	\$37,789.07
NCDOT COST	\$16,012.32
COJ COST	\$21,776.75

PROJECT SPECIAL PROVISIONS
Utility Construction

	EXHIBIT C AGREEMENT PROJECT SPECIAL PROVISIONS
<p>License No. C-2639 401 Harrison Oaks Blvd. Suite 220 Cary, NC 27513 (919) 653-0001</p>	DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Where brand names and model numbers are specified in these Special Provisions or in the plans, the cited examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, or manufacturer. They are provided to set forth the general style, type, character, and quality of the product desired. Equivalent products will be acceptable.

The utility owner is the City of Jacksonville. The contact person is Michael Moore and can be reached by phone at (910) 938-5332.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed constructing water or sewer facilities owned by the City of Jacksonville.

SUBMITTALS AND RECORDS

Revise the 2024 *Standard Specifications* as follows:

Page 15-2, Article 1500-7 SUBMITTALS AND RECORDS, lines 29-30, replace the last sentence of the third paragraph with the following:

Prior to interim approval, the Contractor shall provide the City with a digital PDF copy and 1 readable paper copy printed on Mylar of "As-Built" drawings of water and sewer installation as follows:

- 1) As-built drawings shall accurately show only those lines installed at time of submittal and in the correct location. Lines not installed shall not appear on the as-built drawings. "Omit" or "Omitted" is not an acceptable method of indication that lines were not installed. All changes on the Mylar shall be made with ink.

- 2) Any changes made in grade, alignment, or placement of manholes, valve hydrants, etc. because of problems encountered during installation shall be accurately shown on the as-built drawings.
- 3) The exact location of taps/service connections shall be shown on the as-built drawings in the following manner:

Lot or House #	Water			Sewer		
	Station	Offset R/L	Length	Station	Offset R/L	Length

4) Footnotes:

a. Station on water or sewer main to the corporation or service saddle to the nearest 0.1 feet.

b. Right or left is off of main looking up station.

Horizontal distance from the corporation to meter box or services saddle to curb cleanout.

a. Depth of sewer service connection at clean-out plug.

b. The sketch shall indicate whether various mains are PVC SDR 35, PVC Truss, ductile iron, etc.

5) Valve Tie-downs: There shall be a minimum of three tie-downs to fixed permanent objects for all valves except the hydrant lateral guard valve that may be measured from the hydrant operation nut. Measurements may be made to:

- a. The center of other valve boxes,
- b. The center of manhole covers,
- c. Hydrant operating nuts,
- d. Corner of storm sewer curb inlets,
- e. Perpendicular to curb face.

Temporary structures or objects, such as traffic signs, pavement markings, valve markers, etc. are unsatisfactory as tie-downs reference points.

6) Measurements shall be made to the nearest 0.1 foot.

PLACING PIPELINES INTO SERVICE

Revise the 2024 *Standard Specifications* as follows:

Page 15-2, Article 1500-9 Placing Pipelines into Service, line 45, add to the end of the paragraph the following:

Water service disruptions related to the water relocation work shall be restricted to non-weekend overnight work between the hours of 7:00 pm to 6:00 am. The Contractor shall notify City of Jacksonville one week prior to any service disruptions.

WATER PIPE AND FITTINGS

Revise the 2024 *Standard Specifications* as follows:

Page 15-5, Section 1510 Water Lines, Article 1510-2 Materials, line 31, add to the end of the paragraph the following:

“Ductile iron pipe and fittings should be lined with Protecto 401 or approved equal.”



Request for City Council Action

Consent
Agenda
Item: **3**
Date: 5/19/2026

Subject: Tax Releases, Refunds, and Write-offs – March 2026
Department: Finance
Presented by: Sabrina Adams, Finance Director
Presentation: No

Issue Statement

The County/City Tax Collector and the City's Finance Director recommend releases, refunds, and write-offs of property taxes as attached. The detailed list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) is available in the Finance Office for review.

Financial Impact

The tax releases, refunds, and write-offs as recommended by the City/County Tax Collector total, respectively, \$1,306.66, \$4,226.80, and \$2.70 (\$5,536.16).

Action Needed

Review the tax releases, refunds and write-offs and consider approving.

Recommendation

Staff recommends Council approve the tax releases, refunds and write-offs.

Approved: City Manager City Attorney

Attachments:

A Tax Releases, Refunds, and Write-offs



Staff Report

Tax Releases, Refunds, and Write-offs February 2026.

Introduction

The Tax Releases, Refunds and Write-Offs as recommended by the City/County Tax Collector total, respectively, \$1,306.66, \$4,226.80, and \$2.70 (\$5,536.16).

Most of the Releases and Refunds are due to:

- 1) Clerical and/or addition errors on the Onslow County Abstracts.
- 2) Double charges for the same property.
- 3) Property erroneously listed as in this City.
- 4) Senior citizens exemptions.
- 5) Military non-resident.

Write-offs are due to:

- 1) A bill that is \$3.00 or less.
- 2) An over or underpayment of \$1.00 or less.

Other releases and refunds just have notations indicating that interest only is being released and there will be no corresponding reference explanation. The County's computer system automatically accrues interest on the first day of the month. There will be times when the County received payment on the day before or even on the same day that the account has accrued the interest. The County will adjust their accounts to remove the interest that was automatically charged in lieu of having accounts with balances usually less than \$1.00.

The listings of proposed releases, refunds and write-offs, as submitted by the Tax Collector, are in conformity with the law. Based upon this information as provided, which is believed to be true and accurate, I recommend your approval of these tax releases, refunds, and write-offs.

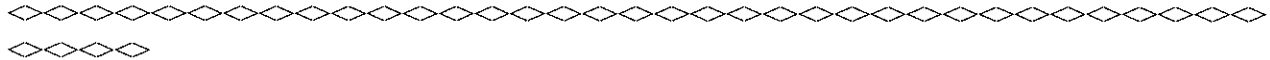
MEMORANDUM

MARCH 1, 2026

TO: The Honorable Mayor and City Council

FROM: Onslow County Tax Administration
Cynthia Kenney, Listing Supervisor

SUBJECT: Tax Releases and Refunds



The Onslow County Tax Administration office recommends that you consider the attached list of releases and refunds per North Carolina General Statutes 105-380, 105-381, 382, 105-312 (1) and 105-277.1.

Most of the releases are due to clerical errors on the Onslow County tax abstracts, addition problems, double charges for the same property, property picked up as being inside Jacksonville but outside city limits, citizens that can claim the senior citizens exemption, but this exemption was not indicated on the tax abstracts, and military having vehicles registered in Onslow County but claiming another state as their legal residence, etc.

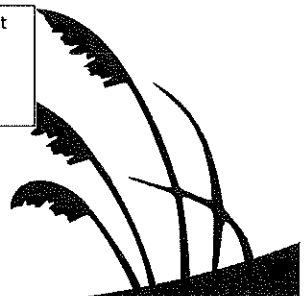
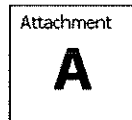
CK/sm

05/06/2026

I have reviewed the attached listing of proposed releases, refunds, and write-offs. The requests are in conformity with the law. Based upon the information furnished me by the Tax Collector, which I believe to be true and accurate, I recommend their consideration as presented.



Sabrina Adams
FINANCE DIRECTOR



TAX RELEASE SUMMARY

March 2026

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	1,158.87	114.75	1,273.62	193,145.00
2024	101-0000-111.10-00	0.006000	12.08	1.21	13.29	2,013.33
2023	101-0000-111.10-00	0.006000	12.72	1.27	13.99	2,120.00
2022	101-0000-111.10-00	0.006420	5.24	0.52	5.76	816.20
2021	101-0000-111.10-00	0.006420	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-

TOTAL	<u>1,188.91</u>	<u>117.75</u>	<u>1,306.66</u>	<u>198,094.53</u>
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101-0000-111.10-00	2014-2024	33.04
101-0000-111.00-00	2025	<u>1,273.62</u>
		<u>1,306.66</u>

**TAX REFUND SUMMARY
TAX TAG TOGETHER**

March 2026

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2025	101-0000-311.01-00	0.006000	2,722.39	-	25.15	2,747.54	453,731.67
2024	101-5000-412.20-00	0.006000	1,296.86	-	62.43	1,359.29	216,143.33
2023	101-5000-412.20-00	0.006000	119.97	-	-	119.97	19,995.00
2022	101-5000-412.20-00	0.006420	-	-	-	-	-
2021	101-5000-412.20-00	0.006420	-	-	-	-	-
2020	101-5000-412.20-00	0.006420	-	-	-	-	-
2019	101-5000-412.20-00	0.006420	-	-	-	-	-
2018	101-5000-412.20-00	0.005380	-	-	-	-	-
2017	101-5000-412.20-00	0.005380	-	-	-	-	-
2016	101-5000-412.20-00	0.005380	-	-	-	-	-
2015	101-5000-412.20-00	0.006260	-	-	-	-	-
2014	101-5000-412.20-00	0.006260	-	-	-	-	-

TOTAL	4,139.22	-	87.58	4,226.80	689,870.00
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101-5000-412.20-00	2014-2024	1,479.26
101-0000-311.01-00	2025	2,747.54
		<u>4,226.80</u>

TOTAL Tax Tag Together Refund	<u>4,226.80</u>
GRAND TOTAL	<u>4,226.80</u>

TAX WRITE-OFF SUMMARY

March 2026

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	0.78	0.04	0.82	130.00
2024	101-0000-111.10-00	0.006000	0.45	-	0.45	75.00
2023	101-0000-111.10-00	0.006000	0.75	-	0.75	125.00
2022	101-0000-111.10-00	0.006420	0.68	-	0.68	105.92
2021	101-0000-111.10-00	0.006420	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-

TOTAL	<u>2.66</u>	<u>0.04</u>	<u>2.70</u>	<u>435.92</u>
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101-0000-111.10-00	2014-2024	1.88
101-0000-111.00-00	2025	0.82
		<u>2.70</u>



Request for City Council Action

Consent Agenda Item: **4**
Date: 5/19/2026

Subject: COSSUP 2022 Subaward Agreement – Onslow Victims Center

Department: Police

Presented by: Jarad Phelps, Police Chief

Presentation: No

Issue Statement

The Jacksonville Police Department received notification in March 2026 of the start-up of a new community-based coalition, Care Out Loud: Onslow Mental Health Matters. The goal of this coalition is to increase awareness of mental health and substance use issues in our area and provide a reliable hub for resources to address those issues. The Coalition has requested community assistance with funding the start-up of this initiative, specifically tied to digital and print resource guides. Funding is available to support these developments through the City’s current COSSUP grant, and permission to utilize these funds for such purposes has already been approved through the grantor.

Financial Impact

There is no financial impact to the City to add Onslow Victims Center as a subrecipient of COSSUP funding. This funding has already been appropriately allocated through the grant budget.

Action Needed

Consider approving the attached agreement that would allow the City of Jacksonville and Onslow Victims Center to enter into a partnership under the City’s current COSSUP grant and authorize the City Manager to sign the agreement.

Recommendation

Staff recommends Council approve the agreement and authorize the City Manager or his designated representative to sign the agreement.

Approved: City Manager City Attorney

Attachments:

- A Subaward Agreement Between COJ and Onslow Victims Center



Staff Report

Consent
Agenda
Item: **4**

COSSUP 2022 Grant – Subaward Agreement with Onslow Victims Center

Introduction/Need

Staff have been notified of a community-based Coalition that is seeking funding to start up initiatives in our County that would allow for more visible and accessible resources to address drug use and mental health. The City currently has funding available to support this initiative through the existing 2022 COSSUP grant. Onslow Victims Center has requested funding for the production of digital and print resource materials. This agreement would specifically support the development of a website, custom database resource guide, QR code decals, and trifold brochures in the amount of \$13,850. This money has already been allocated for these items under the COSSUP grant budget and approved by the grantor. There would be no additional funding from the City. By supporting these initiatives, we are directly and positively impacting the community's ability to access critical resources that affect their overall safety and wellbeing. The benefit is to the citizens of Jacksonville and Onslow County who are both directly and indirectly affected by drug use.

Procedural History

- March 2026: Staff are made aware of a community-based coalition start-up to address mental health and substance use in our City and County.
- May 19, 2026: Staff request Council review a with Onslow Victims Center that would allow them to act as a subrecipient of COSSUP funding, supporting start-up activities as part of the Coalition's goals and objectives which align with COSSUP project goals and objectives.

Stakeholders

- The Citizens of the City of Jacksonville and Onslow County
- The Jacksonville Police Department
- Onslow County Care Out Loud Coalition, including Onslow Victims Center

Options

1. Enter into an agreement with Onslow Victims Center so they can utilize a portion of the COSSUP grant funding to start up their community-based mental health and substance use coalition. This would increase access to resources for the citizens

of Jacksonville and Onslow County who are facing substance use and mental health related crises. There would be no financial impact to the City seeing as grant funding is already allocated and approved to be used for this purpose.

2. Deny partnership with Onslow Victims Center and the Onslow County Care out Loud Coalition. This would mean the Coalition would need to find alternate funding sources to support the Coalition's start-up activities or alter the scope of the deliverables until funding was secured.

AGREEMENT BETWEEN
ONslow VICTIMS CENTER

AND

THE CITY OF JACKSONVILLE, NORTH CAROLINA

FOR THE ALLOCATION OF FUNDS TO SUPPORT THE CARE OUT LOUD: ONslow
MENTAL HEALTH MATTERS COALITION STARTUP

UTILIZING FUNDING FROM THE 2022 JACKSONVILLE, NORTH CAROLINA

**COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE SITE BASED
PROGRAM (COSSUP) GRANT**

This agreement, entered into this _____ day _____, 2026, by and between Onslow
Victims Center (Hereinafter referred to as "OVC"), and the CITY OF JACKSONVILLE, NC
(hereinafter referred to as the "City")

WITNESSETH:

- A. OVC is requesting funding to support a community mental health and substance
use prevention/education coalition startup; and
- B. The City wishes to support this initiative through COSSUP Grant funding that will
allow for the establishment of the coalition's website, database resource guide,
business decals, and trifold educational brochures; and
- C. The City has approved use of COSSUP funding for these initiatives through the
Grantor;

NOW THEREFORE, in consideration of the mutual promises and covenants herein
contained, OVC and the City hereby agree as follows:

ITEM 1

Description of Program

Care Out Loud: Onslow County Mental Health Matters is being formed to address
awareness and accessibility to mental health and substance use resources in Onslow
County in addition to reducing stigma and improving public knowledge of how these

issues are connected. The initiative is guided by a cross sector of professionals and community leaders with experience in behavioral health, victim services, crisis response, wellness, outreach, education, and public engagement. To successfully launch this initiative, funding is needed to increase public awareness and resource access supporting substance use education, stigma reduction, and stronger visibility of mental health resources in the County. These needs include a dedicated website to serve as a long-term access point for mental health and substance use resources, QR codes/decals to be placed in local businesses and community centers for increased visibility and connectivity, and printed brochures to support outreach and distribution.

ITEM II

Supported Elements

The City is agreeing to support the following elements as part of Care Out Loud's launch:

- Website Resource Platform: Design, development, and launch of a dedicated Care Out Loud website, careoutloudonslow.org, which will serve as the primary public facing platform for this initiative. The website is intended to strengthen access to mental health and substance use resources in the County and connect with available supports.
 - a. New Website Design & Development- overall site structure, design, development, and launch of public facing platform.
 - b. Customized Database for Resource Guide- development of a searchable research database and custom templates for individual resource pages.
- Educational brochures and print materials: QR code decals and printed brochures allow for visibility in local businesses and community centers to increase awareness of available resources. Trifold brochures will support the public launch of Care Out Loud to include direction to the newly formed website.

ITEM III

Financing of the Care Out Loud Supported Elements

The 2022 Jacksonville COSSUP Grant project is funded 100 percent through a Federal Grant under the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. The City agrees to pay OVC the following amounts directly associated with the elements outlined in Item II of this agreement.

Website Design and Development- \$6,500

Custom Database Resource Guide- \$6,000

QR Code Decals- \$500

Trifold Brochures- \$350

ITEM IV
Sub-Recipient Compliance

The City and OVC must comply with following grant requirements:

1. The DOJ Part 200 Uniform Requirements (2 C.F.R. 200)
<https://www.ojp.gov/funding/Part200UniformRequirements.htm>
 2. Must comply with all requirements contained in the COSSUP Grant agreement.
 3. Must provide any requested progress reports and/or financial reports to the City on a quarterly basis.
 4. Must be accountable to the City for use of Federal funds provided under this agreement.
 5. Follow applicable federal rules regarding financial management, internal controls, cost principals, indirect, and audit requirements.
 6. Must provide a detailed invoice with related documentation to the Grant Project Administrator directly correlated to the elements within this agreement in a timely manner upon request.
 7. Collect and provide performance data to the City for inclusion in its reports to OJP, as detailed in the agreement.
 8. A subrecipient may not earn a profit.
 9. Subrecipient must acquire and provide the unique entity identifier required for registration in the federal System for Award Management (SAM) and Universal Identifier Requirements.
 10. Must provide any and all necessary information the City or their contracted agency may require to facilitate City's online reporting to FFATA.
 11. In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
- The City, The Department of Justice representative and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.
12. OVC must allow the City access to monitor and audit them for compliance with Part 200 Uniform Requirements.

13. Must have a Federal Ethics Policy and a Federal Procurement Policy in accordance with 2 CFR 200 and copies must be provided to the City. The boilerplates for these are on the SOG website:

https://www.sog.unc.edu/sites/www.sog.unc.edu/files/general_media/Sample%20UG%20Procurement%20Policy_2.docx

https://www.sog.unc.edu/sites/www.sog.unc.edu/files/general_media/Sample%20UG%20Conflicts%20and%20Gifts%20Policy_0.docx

14. Must comply with all applicable conditions and restrictions included in the OJP award, including all “pass-through” requirements for OJP award subrecipients, include but are not limited to the following:

- o General appropriations-law restrictions on use of federal funds. See, *e.g.*, Award Condition: <https://www.ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>

- o Requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons. See Award condition: <https://www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

- o Restrictions on “lobbying”

- o Restrictions on nondisclosure agreements

- o Compliance with 28 C.F.R. Part 38 (pertaining to civil rights and nondiscrimination)

- o Compliance with 28 C.F.R. Part 42 (pertaining to civil rights and nondiscrimination)

- o Compliance with applicable laws and official Department of Justice guidance governing the use of federal funds for expenses related to conferences (as that term is defined by the DOJ)

- o Reporting of potential fraud, waste, and abuse, and similar misconduct to the DOJ Office of the Inspector General

15. Must provide the City with a copy of their single audit report within ninety (90) days of the end of the fiscal year.

ITEM V

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage, prepaid and addressed as follows:

Onslow Victims Center
403 N Bayshore Blvd.
Jacksonville, NC 28540

Jacksonville Police Department
P. O. Box 436
Jacksonville, NC 28541

ITEM VI

Good Faith

Onslow Victims Center, Jacksonville Police Department's Chief of Police, their agents and employees agree to coordinate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between Onslow Victims Center Board of Directors and the Chief of Police, or their designees. It is understood and agreed that this contract is entered into for the benefit of the parties hereto and gives no right to any other party. Each party agrees to be responsible and assumes liability for its own actions and omissions and those of its' staff in connection with this contract to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability.

ITEM VII

Modification

This document constitutes the full understanding of the parties and no term, condition, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ITEM VIII

Merger

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

ON SLOW VICTIMS CENTER

President

THE CITY OF JACKSONVILLE, NORTH CAROLINA

City Manager

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NORTH CAROLINA
ONSLOW COUNTY

I, _____, a Notary Public in and for the aforesaid
County and State, do hereby certify that on this day, _____

_____, personally appeared before me and
acknowledged the due execution of the foregoing instrument for the purposes herein
expressed.

Witness my hand and official seal, this the _____ day of
_____, 2026.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA
ONSLOW COUNTY

I, _____, a Notary Public in and for the aforesaid
County and State, do hereby certify that on this day, _____

_____, personally appeared before me and
acknowledged the due execution of the foregoing instrument for the purposes herein
expressed.

NOTARY PUBLIC

My Commission Expires:

APPROVAL BY ONSLOW VICTIMS CENTER TREASURER

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Signature

Date

CERTIFICATE OF CITY ATTORNEY

I, the undersigned Lorna Welch, the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby Certify as follows:

I have examined the attached contract for the Agreement Between Onslow Victims Center and the City of Jacksonville for the utilization of COSSUP funding from the City to support the Care Out Loud startup elements as outlined in this agreement; and the manner of execution thereof, and I am of the opinion that the agreement has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreement on behalf of the respective parties named thereon; and that the foregoing agreement constitutes a valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date



Request for City Council Action

Consent Agenda Item: **5**
Date: 5/19/2026

Subject: Jacksonville Transit – Public Transportation Agency Safety Plan Update
Department: Transportation Services
Presented by: Anthony Prinz, Assistant City Manager
Presentation: No

Issue Statement

As a recipient of Federal Transit Administration public transportation funds, Jacksonville Transit is required to maintain a Public Transportation Agency Safety Plan (PTASP). The purpose of a PTASP is to improve transit safety through development, implementation, and management of safety plans that proactively reduce safety risks and foster a culture of safety for passengers and employees.

Jacksonville Transit’s current PTASP was approved by City Council in 2023. Council is being asked to approve an update to the PTASP in preparation for our 2026 Triennial Review. The 2026 PTASP remains largely unchanged other than updated contact information and current operating statistics.

Financial Impact

None

Action Needed

Consider approval of the updated PTASP as presented.

Recommendation

Staff recommends that Council approve the updated PTASP as presented.

Approved: City Manager City Attorney

Attachments:

A 2026 PTASP Update



Public Transportation Agency Safety Plan



May 2026

Attachment

A

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Transit Agency Information

General Agency Information

Transit Agency	Jacksonville Transit
Accountable Executive	Anthony Prinz, Assistant City Manager
Chief Safety Officer	Jillian Tuccero, Transit Manager
FTA Funding Source(s)	FTA Section 5307
Primary Modes of Service	Fixed Route Bus (MB), Demand Response (DR), Complementary Paratransit
Website	JacksonvilleTransit.com

Agency Contact Information

Physical Address	815 New Bridge Street, Jacksonville, NC 28540
Mailing Address	PO Box 128, Jacksonville, NC 28541-0128
Phone Number	(910) 938-7433
Website	JacksonvilleTransit.com

Modes of Service Provided

Jacksonville Transit directly provides the following public transportation services:

Mode	Provided
Fixed Route Bus (MB)	Yes
Demand Response (DR)	Yes
Complementary Paratransit	Yes

Acknowledgement Statements

Statement	Acknowledged
Jacksonville Transit does not provide transit services on behalf of another transit agency or entity.	Yes
The Agency Safety Plan addresses all applicable requirements and standards established by the Federal Transit Administration Public Transportation Safety Program and the National Public Transportation Safety Plan.	Yes

Agency Overview

Jacksonville Transit operates fixed route, demand response, and complementary ADA paratransit services for the City of Jacksonville, North Carolina. Jacksonville Transit is committed to providing safe, reliable, accessible, and customer-focused transportation services through the implementation of effective safety management practices and continuous improvement of its Safety Management System.

Plan Development, Approval, and Updates

This Public Transportation Agency Safety Plan (PTASP) was developed and updated by the City of Jacksonville – Jacksonville Transit in accordance with 49 CFR Part 673 and applicable Federal Transit Administration (FTA) guidance.

Jacksonville Transit developed and updated this PTASP in cooperation with frontline transit workers and frontline transit worker representatives through employee safety meetings, operational feedback, hazard reporting processes, and direct employee participation in the review of policies, procedures, and safety concerns. Frontline employees were provided the opportunity to review and provide input during the May 2026 annual update process in accordance with 49 CFR § 673.17.

Accountable Executive Approval

Title: Accountable Executive
Name: Anthony Prinz, Assistant City Manager

Signature of Accountable Executive	Date
------------------------------------	------

Governing Authority Approval

Governing Authority: Jacksonville City Council	Date of Approval
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This PTASP and all subsequent updates shall be reviewed annually, signed by the Accountable Executive, and approved by the Jacksonville City Council or equivalent governing authority.

Certification of Compliance

I certify that Jacksonville Transit has established this PTASP in accordance with 49 CFR Part 673 and applicable Federal Transit Administration requirements.

Title: Certifying Official
Name: Anthony Prinz, Assistant City Manager

Signature of Certifying Official	Date
----------------------------------	------

Version History

Version	Description of Update	Date Issued
Version 3	Updated document to remove contracted service provider	August 11, 2023
Version 4	Annual review and update of PTASP	2024
Version 5	FY2026 annual review, FTA PTASP compliance updates, safety target revisions, and organizational updates	May 12, 2026

Annual Review and Update Process

Jacksonville Transit will conduct an annual review and update of the PTASP each fiscal year. The review process will begin annually in May, with final review and certification completed prior to the beginning of the new fiscal year on July 1. Out-of-cycle updates may occur as necessary due to operational changes, organizational changes, safety events, hazard investigations, regulatory updates, or identified safety risks requiring mitigation.

Jacksonville Transit will retain PTASP records, annual reviews, approvals, supporting documentation, and associated safety records for a minimum of three years in accordance with FTA PTASP requirements.

Section 1 – Safety Performance Targets

Jacksonville Transit establishes annual safety performance targets consistent with the National Public Transportation Safety Plan (NPTSP), National Transit Database (NTD) reporting requirements, and the PTASP regulation. Safety performance is monitored through monthly safety reviews, accident investigations, maintenance evaluations, operational monitoring, employee safety reporting, and ongoing data analysis. Safety performance targets are reviewed annually and adjusted as necessary based on operational trends, system changes, and safety performance outcomes.

Jacksonville Transit’s annual safety performance targets are as follows:

Safety Performance Measure	Annual Target
Major Events	No more than three (3) reportable major events annually
Major Event Rate	Maintain or improve the annual major event rate per Vehicle Revenue Mile (VRM)
Collisions	Maintain or reduce the total number of reportable collisions annually
Collision Rate	Maintain or improve the annual collision rate per Vehicle Revenue Mile (VRM)
Pedestrian Collision Rate	Zero (0) pedestrian-related collisions annually
Vehicular Collision Rate	Maintain or improve the annual vehicular collision rate involving motor vehicles
Fatalities	Zero (0) reportable fatalities annually
Fatality Rate	Maintain a zero (0) fatality rate per Vehicle Revenue Mile (VRM)
Transit Worker Fatality Rate	Zero (0) transit worker fatalities annually
Injuries	Zero (0) reportable injuries annually
Injury Rate	Maintain or improve the annual injury rate per Vehicle Revenue Mile (VRM)
Transit Worker Injury Rate	Zero (0) transit worker injuries resulting from reportable safety events annually
Assaults on Transit Workers	Zero (0) assaults on transit workers annually
Rate of Assaults on Transit Workers	Maintain a zero (0) assault rate on transit workers per Vehicle Revenue Mile (VRM)
System Reliability – Fixed Route	Maintain a minimum of 86,250 Vehicle Revenue Miles (VRM) between major mechanical failures
System Reliability – Demand Response	Maintain a minimum of 4,608 Vehicle Revenue Miles (VRM) between major mechanical failures

Jacksonville Transit will continue monitoring hazard trends, near misses, maintenance concerns, operational safety issues, and employee safety reports to identify and mitigate emerging risks. Safety performance targets are coordinated annually with the North Carolina Department of Transportation (NCDOT) and the Jacksonville Urban Metropolitan Planning Organization (JUMPO).

Jacksonville Transit coordinates annual safety performance targets with the JUMPO and NCDOT Public Transportation Division. Safety performance target information is transmitted annually following PTASP review and adoption and is incorporated into the regional transportation planning process as applicable.

Targets Transmitted to the State

State Entity Name	NC DOT, Public Transportation Division
Date Targets Transmitted	

Targets Transmitted to the Metropolitan Planning Organization(s)

State Entity Name	Jacksonville Urban Metropolitan Planning Organization
Date Targets Transmitted	

Section 2 – Safety Management Policies

Safety Management Policy Statement

Jacksonville Transit strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community. The PTASP has been developed to integrate safety into all Jacksonville Transit system operations. By using the procedures contained in the PTASP, Jacksonville Transit can continue to improve the safety and security of Jacksonville Transit's operation and services.

This PTASP describes the policies, procedures, and requirements to be followed by management, maintenance, and operations personnel to provide a safe environment for Jacksonville Transit employees, customers, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

Each department has a responsibility under the PTASP. The Director, Manager, Supervisor, and Dispatch shall provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for employees to be aware that they are accountable for safely performing the requirements of their position. The success of the program also depends on all employees actively identifying potential hazards and making a commitment to the safety of others.

Jacksonville Transit must be aware that decisions and actions often affect the safety of those in other operations. By following the processes described in the PTASP, Jacksonville Transit will continue to improve performance and the safety of the system while creating a culture of safety.

Jacksonville Transit's Commitment

1. Support the management of safety by providing appropriate resources that foster a culture of safe practices, encourage employee safety reporting and communication, and manage safety with the same level of attention as other organizational management systems.
2. Integrate the management of safety among the primary responsibilities of all managers, supervisors, and employees.
3. Clearly define for all managers, supervisors, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of Jacksonville Transit's Safety Management System.
4. Establish and maintain hazard identification, analysis, and safety risk evaluation processes—including an employee safety reporting program—to identify, assess, and mitigate risks from Jacksonville Transit operations to an acceptable level of safety performance.
5. Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
6. Comply with, and wherever possible exceed, legislative and regulatory requirements and standards.
7. Ensure that sufficient skilled and trained human resources are available to implement safety management processes.
8. Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills.

9. Establish and measure safety performance against data-driven safety performance indicators and safety performance targets consistent with local, state, and federal requirements, including the NPTSP and NTD.
10. Continually improve safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
11. Ensure externally supplied systems and services to support operations are delivered, meeting established safety performance standards.

Section 3 – Jacksonville Transit’s Goals and Objectives for Safety

GOALS

1. In collaboration with the JUMPO, design, construct, test, and operate a transportation system that achieves an optimum level of safety, exceeding the safety performance of other transit systems of a similar size in the United States.
2. Identify and evaluate, then eliminate or control hazards to employees, customers, and the public.
3. Meet or exceed all government and industry occupational health and safety standards and practices.
4. Maximize the safety of future operations by affecting the design and procurement processes.

OBJECTIVES

1. Continuously evaluate the effectiveness of Jacksonville Transit’s safety efforts.
2. Integrate safety management and hazard control practices within Jacksonville Transit.
3. Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements.
4. Verify compliance with Jacksonville Transit safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and internal audits.
5. Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence.
6. Increase investigation and systematic documentation of near misses.
7. Identify, analyze, and resolve safety hazards in a timely manner.
8. Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases.
9. Ensure that system modifications do not create new hazards.
10. Train all employees on the safety components of their job functions.
11. Promote and maintain a strong culture of safety to protect the well-being of Jacksonville Transit riders, employees, and the general public through safe and responsible operations.

Signature of Accountable Executive

Date

Section 4 – Safety Management Policy Communication

Jacksonville Transit realizes the importance of ensuring its employees and riders are aware of Jacksonville Transit safety management policies and procedures to effectively manage the system's day to day operations. To do this, Jacksonville Transit relies on several forms of effective communication.

Jacksonville Transit is constantly evaluating existing policies and procedures to verify their effectiveness. To do this, Jacksonville Transit seeks input from all staff, including other City departments, to determine if change is necessary based on trends, data analysis, operational changes, or new assets. Several methods are used to communicate policy and/or procedure changes, including:

- Safety Meetings
- Staff Meetings
- Employee memorandum through agency meetings
- Bulletin board notices

Jacksonville Transit includes a training element for safety management policies impacting safety or service delivery and is conducted before the policy effective date. New policies and procedures are incorporated into orientation training for new employees as well. Depending on the importance of the policy or procedure change, an acknowledgement signature is required of each employee verifying their understanding of the change. Riders: If a rider policy is changed or added, Jacksonville Transit notifies riders through the following methods:

- Notice posted on vehicle and facilities including effective date and who to contact for more information
- Changes to digital rider guidance including schedules and ride guides as appropriate
- Public Meetings
- Social Media
- Any services impacted by policies changes will include outreach as required by Federal Guidance

Section 5 – Authorities, Accountabilities, and Responsibilities

a. Accountable Executive – Transportation Services Director

The Transportation Services Director serves as the Accountable Executive for Jacksonville Transit and has ultimate responsibility for carrying out the PTASP and Transit Asset Management (TAM) Plan. The Accountable Executive has authority over the human and capital resources necessary to develop, implement, and maintain the PTSAP. Additionally, the Accountable Executive is responsible for:

- Ensuring Jacksonville Transit maintains and supports a culture of safety and continuous improvement through the Safety Management System.
- Providing the resources necessary to achieve PTASP goals and objectives.
- Exercising approval authority for system modifications and safety-related improvements, as warranted; and
- Working collaboratively with the Transit Manager to review and adjust the PTASP based on operational trends, staff feedback, and data analysis.

b. Chief Safety Officer / Transit Manager

The Transit Manager, designated by and reporting directly to the Accountable Executive, serves as Jacksonville Transit's Chief Safety Officer (CSO) and Safety Management System Executive. The Transit Manager is responsible for the day-to-day administration, implementation, and oversight of the PTASP and SMS, including safety strategy, policy development, compliance monitoring, and overall safety performance oversight. Safety functions include:

- Serves as Jacksonville Transit's Safety Management System subject matter expert and oversees implementation, administration, and continuous improvement of the PTASP, including recommending updates or revisions, as necessary.
- Coordinates key staff and directs safety management activities, including hazard identification, safety risk assessments, mitigation strategies, corrective actions, safety event investigations, safety certification activities, and daily operational compliance with the PTASP.
- Monitors overall safety and security throughout the transit system and manages internal safety audit programs, including coordination with the State Safety Oversight Agency, if applicable.
- Procures and coordinates technical resources necessary for SMS implementation and operation.
- Communicates SMS activities, implementation progress, safety concerns, compliance matters, and performance issues with executive leadership, the Transportation Services Director, the Board of Directors or equivalent entity, and agency staff, as necessary.
- Develops and coordinates annual safety training programs.
- Ensures PTASP-related records and documents are maintained and retained for a minimum of three years.
- Supports the maintenance of transit assets in a State of Good Repair (SGR) and coordinates replacement of assets that are no longer able to function as intended.

c. Transit Supervisors / Transit Dispatchers

The Transit Supervisor and Dispatchers are responsible for the safety performance of personnel and equipment under their supervision. The Transit Supervisor and Dispatchers are responsible for:

- Monitoring employee compliance with safety procedures and operational requirements.
- Conducting the initial investigation of accidents and incidents.
- Reporting accidents, incidents, hazards, and safety concerns to the Transit Manager; and
- Supporting ongoing safety monitoring and corrective actions.

d. Employees

All Jacksonville Transit employees are responsible for performing their duties in a safe manner and following established safety-related policies, procedures, and work practices. Employee responsibilities include:

- Reporting accidents, incidents, hazards, and unsafe conditions to their supervisor in accordance with established procedures.
- Supporting the protection of passengers, co-workers, facilities, equipment, and the general public; and
- Participating in required safety training and safety-related initiatives.

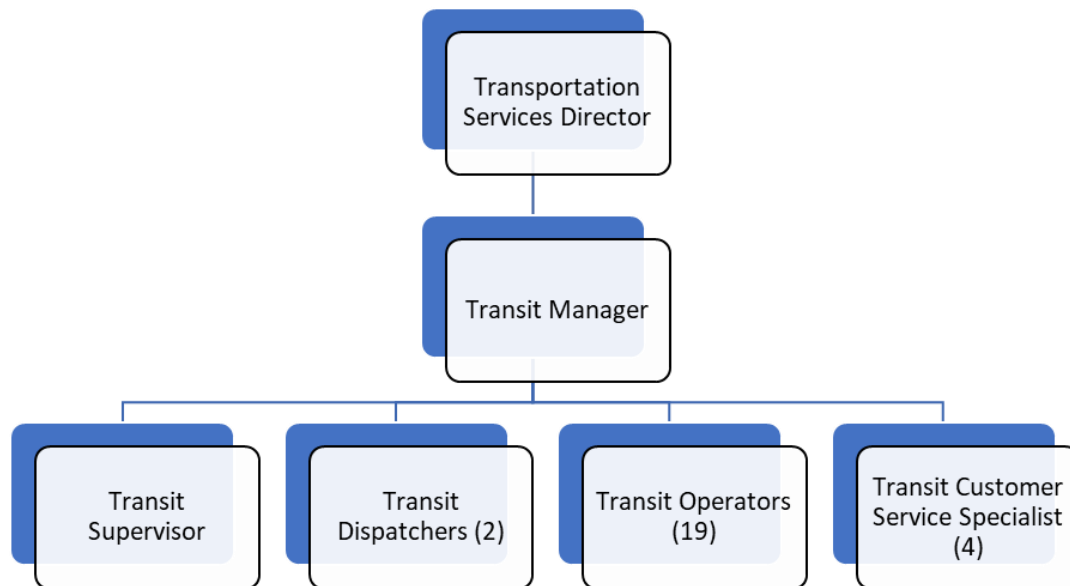
e. Role of Staff in the Safety Management System

Jacksonville Transit staff play an active role in the development, implementation, and continuous improvement of the SMS and PTASP. Staff are expected to maintain high standards of safety, customer service, and security while promoting open communication throughout the organization. Input from

frontline employees and riders is valued and considered during updates, modifications, and implementation of the PTASP to support continuous system-wide safety improvement.

Jacksonville Transit encourages employee and rider participation in the identification and mitigation of safety risks. Opportunities for involvement include:

- Monthly safety meetings.
- Annual employee training programs.
- Customer and employee surveys.
- Safety reporting and feedback processes; and
- Open communication and access to management staff.



Section 6 – Employee Safety Reporting

Jacksonville Transit is committed to maintaining a safe environment for employees, passengers, and the general public. Employees are encouraged to promptly report any actual or perceived safety hazard, risk, concern, or unsafe condition to a Dispatcher, Transit Supervisor, Transit Manager, or member of administration.

This reporting process supports proactive hazard identification and continuous improvement efforts and complements existing safety management practices, including inspections, maintenance programs, employee evaluations, safety training, safety meetings, complaint processes, incident investigations, and Internal Safety Review Committee activities.

Jacksonville Transit’s internal monthly safety meetings supports safety communication, hazard identification, risk mitigation, and continuous improvement throughout the transit system. Jacksonville Transit is not classified as a large, urbanized area provider under 49 C.F.R. Part 673 and is therefore not required to establish a formal Safety Committee pursuant to 49 C.F.R. § 673.19.

a. Immediate Action Required

Employees who identify a hazard or unsafe condition that may pose a risk to themselves, other employees, passengers, or the public must immediately report it to the on-duty Supervisor or Dispatcher. Employees should determine whether immediate action is necessary to reduce or prevent additional risk and, when possible, communicate with a supervisor prior to taking action. After appropriate action has been taken to mitigate the hazard or potential harm, the employee must notify the on-duty supervisor of the actions taken and complete a Loss Prevention Investigation Report as soon as practicable.

b. Delayed Action Required

Once a hazard has been identified, the Jacksonville Transit employee should assess if the hazard requires immediate action to reduce the risk or if delayed action can be taken.

c. Role of Supervisor

The Transit Supervisor or Dispatcher is responsible for evaluating reported hazards and advising employees on appropriate immediate or delayed actions to mitigate risk. The Transit Supervisor must document the hazard, including any additional relevant observations, and forward the information to the Transit Manager for review, root cause evaluation, follow-up, and determination of any necessary corrective actions.

The Transit Supervisor, in coordination with the Transit Manager, is responsible for monitoring the status of reported hazards through resolution. While some hazards may not be fully eliminated, Jacksonville Transit will implement reasonable mitigation measures to reduce associated risks and monitor conditions as necessary to prevent escalation.

All reported hazards will be documented and incorporated into applicable performance measures and data collection processes. The Transit Supervisor will track hazards through completion and recommend policy, procedural, or operational changes when appropriate to support continuous safety improvement.

d. Jacksonville Transit Responsibility

Jacksonville Transit takes all reported hazards seriously and investigates each report to determine whether it is an isolated occurrence or part of a larger trend requiring evaluation of policies, procedures, training, or service modifications. Employees who report hazards in good faith will not face disciplinary action unless the employee negligently contributed to the hazard or unsafe condition.

Jacksonville Transit encourages all employees to report hazards, risks, or threats observed during operations to help maintain a safe environment for employees, passengers, and the general public. Employees may report concerns to their immediate supervisor or directly to the Transit Manager.

e. Safety Risk Management Process



1. **Define the System** – Define the physical and functional characteristics of the system, including evaluation of people, procedures, facilities, equipment, and environment.
2. **Identify Hazards** – Identify hazards and undesired events, and determine their underlying causes.
3. **Assess Hazards** – Determine the severity and probability of each hazard, and decide whether to accept the risk or eliminate/control it.
4. **Resolve Hazards** – Accept the risk or implement mitigation actions to eliminate or control the hazard.
5. **Follow-Up** – Monitor mitigation effectiveness, determine if additional actions are needed, and review data to identify trends and commonalities.

Section 7 – Safety Risk Management

Jacksonville Transit provides training to all drivers in the identification of hazards and security threat while also providing tools to enable personnel to report these risks. Once the risk has been identified Jacksonville Transit conducts an assessment of the risk to determine the necessary response and response time. The response may include further investigation or monitoring, action(s) to mitigate the hazard or security threat and follow-up assessment to ensure action taken is appropriate and effective.

Safety Hazard Identification

Hazard and security threats are identified through different methods of monitoring the system. This includes system, employee and asset assessments conducted daily and on incremental basis. Jacksonville Transit conducts the following routine and random evaluations of the system in the following departments:

a. Assets

Rolling stock, facilities, and equipment are monitored through a comprehensive preventive maintenance program designed to identify hazards and deficiencies through daily and scheduled inspections. The Transit Supervisor coordinates with Fleet Maintenance to oversee preventive maintenance activities, including Daily Vehicle Inspection Reports (DVIRs), incremental inspections, and annual inspections.

Jacksonville Transit also updates its Transit Asset Management (TAM) Plan annually in accordance with FTA requirements. The TAM Plan includes condition assessments, mileage data for rolling stock and non-revenue vehicles, asset age, and State of Good Repair (SGR) determinations. This process assists Jacksonville Transit in planning for future asset rehabilitation and replacement needs.

b. Infectious Disease

Jacksonville Transit will continuously monitor any potential outbreak of infectious disease. Should an outbreak occur, Jacksonville Transit will follow any guidelines established by City of Jacksonville in order to minimize possible exposure to all employees and riders. Strategies used to minimize possible exposure will include, but not be limited to the installation of plexiglass barriers, reduced capacity allowances (to allow for appropriate social distancing) and other strategies that are feasible for a public transportation agency.

c. System

As part of Jacksonville Transit's Safety Management System, accident and incident reports support planning, monitoring, spot-checking, and response activities. Safety is the primary consideration in route development and evaluation, followed by accessibility and operational efficiency. All routes are reviewed and tested prior to implementation and periodically evaluated for hazards that may require adjustments to routes, schedules, or vehicle assignments.

All front-line employees are trained to identify and report hazards, unsafe conditions, or security threats encountered during service. Employees are expected to immediately notify the Transit Supervisor, Transit Manager, or Dispatchers of significant hazards or report concerns upon returning to Jacksonville Transit, depending on the severity and urgency of the condition.

d. Hazard Identification Procedure

In accordance with 49 C.F.R. § 673.5, a hazard is defined as any real or potential condition that can cause injury, illness, or death; damage to or loss of facilities, equipment, rolling stock, or infrastructure; or damage to the environment.

Employees who identify a potential hazard through observation, inspection, or daily operations are required to immediately report the hazard to their immediate supervisor, regardless of the perceived severity. Depending on the circumstances, either the employee or supervisor will complete an Incident Report and submit it to the Transit Supervisor for review.

If immediate mitigation is necessary, employees may be directed to take appropriate actions to reduce or control the risk until further corrective measures can be implemented. Hazards that do not pose an immediate threat will still be documented and evaluated by the Transit Manager for risk assessment, investigation, and mitigation planning.

Jacksonville Transit also documents and investigates customer complaints and compliments received from passengers or members of the public. Complaints involving potentially hazardous behavior or unsafe actions by employees will be promptly reviewed and may result in immediate action by the Transit Manager.

e. Safety Risk Assessment

All Jacksonville Transit employees receive training appropriate to their assigned duties and are expected to exercise professional judgment when responding to hazards or threats. When immediate action is necessary to prevent an emergency event, employees may take reasonable action prior to contacting a supervisor. When conditions permit, employees will report the hazard and provide an initial assessment of the perceived risk.

The Transit Manager, in coordination with the Transit Supervisor, and staff as necessary, is responsible for investigating reported hazards, evaluating associated risks, and implementing appropriate mitigation measures. Additional corrective actions or monitoring may be required based on follow-up evaluations and ongoing risk assessments.

f. Safety Risk Mitigation

In response to identified hazards, Jacksonville Transit will implement mitigation strategies intended to reduce or eliminate risks to employees, passengers, and the general public. Mitigation measures will be based on the results of the hazard investigation and risk assessment process and may involve

coordination across multiple departments or outside entities, as necessary. Jacksonville Transit will communicate risk mitigation actions to affected employees and stakeholders using appropriate methods, including dispatch communications, email notifications, web alerts, memoranda, or posted notices, depending on the urgency and scope of the hazard.

Following implementation, mitigation measures will be monitored and evaluated to determine effectiveness and whether additional corrective actions or increased monitoring are necessary. While some risks may not be fully eliminated, Jacksonville Transit prioritizes hazard awareness, risk reduction, and continuous monitoring.

All mitigation actions will be documented and linked to the original hazard, threat, or deficiency report to support tracking, accountability, and continuous improvement efforts.

Section 8 – Safety Performance Monitoring and Measurement

Safety performance monitoring and measurement is an ongoing process used to evaluate Jacksonville Transit's operational activities, assess progress toward established safety objectives and performance targets, and measure the effectiveness of the agency's Safety Management System.

Jacksonville Transit is committed to continuous safety improvement through regular monitoring of operational performance, compliance with policies and procedures, maintenance and safety programs, employee performance, and system-wide safety data. These monitoring activities help identify trends, evaluate mitigation effectiveness, and determine when changes to policies, training, operational practices, or service delivery may be necessary.

The Transit Manager, in coordination with the Transit supervisor and Dispatchers, monitors operations through daily observations, communication, safety reporting, and data analysis to identify hazards, emerging trends, and ineffective mitigation measures. When mitigation strategies are determined to be ineffective or insufficient, additional corrective actions and improvement strategies will be developed in coordination with affected departments and key staff.

Maintenance

a. Maintenance Standards and Procedures

Maintenance standards and procedures are established within the City of Jacksonville Fleet Maintenance Plan. These procedures are designed to ensure manufacturer maintenance recommendations are followed, operational efficiency is maximized, and vehicles are maintained in a safe and reliable condition throughout their useful life.

Daily vehicle inspections, a comprehensive preventive maintenance program, contractor oversight, and ongoing performance monitoring are incorporated into the maintenance process to support fleet safety, reliability, and comply with the:

1. Fleet Maintenance Vehicle/Equipment Preventative Maintenance Inspections and Services Policy
2. Transportation Services Division Procedures Manual
3. Jacksonville Transit Facilities Maintenance Policy
4. Transit Vehicle Maintenance Policy

b. Operator Inspections

All operators are required to conduct pre-trip and post-trip inspections to ensure vehicles are safe and in proper operating condition. Any identified defects must be documented on a DVIR. Depending on the severity of the defect, the vehicle may either be repaired immediately or removed from service until repairs are completed.

If a defect is identified while a vehicle is in service, the operator must immediately notify Dispatch, who will coordinate with Maintenance to determine the appropriate corrective action.

c. Mileage-Based Maintenance Inspections

All buses receive preventive maintenance inspections (PMs) at established mileage intervals. Inspection schedules are based on manufacturer recommendations, vehicle and component requirements, and operational experience. Detailed inspection schedules and maintenance procedures for each bus series are outlined in the Fleet Maintenance Vehicle/Equipment Preventative Maintenance Inspections and Services Policy.

d. Maintenance Inspections of Contracted Providers

Jacksonville Transit contracts for the operation of complementary ADA paratransit services. Contractors are required to ensure that all vehicles and associated equipment are maintained in safe and proper working condition. Contractors must implement and maintain a maintenance and safety program that includes a preventive maintenance schedule consistent with applicable FTA preventive maintenance requirements.

Contractors are also required to maintain comprehensive maintenance records for each vehicle and provide maintenance documentation and reporting information to Jacksonville Transit for oversight and compliance monitoring purposes.

Operations

a. Amenities Monitoring

Drivers are responsible for reporting unsafe conditions noticed at all transit stops. This includes those with or without shelter, benches, and trash receptacles.

b. Frequency

Mechanics and Facilities Maintenance employees are responsible for identifying potential hazards associated with equipment and facilities during daily operations and maintenance activities. Vehicle lifts and other applicable shop equipment are inspected annually by qualified contractors, and preventive maintenance is performed in accordance with manufacturer recommendations.

Jacksonville Transit also identifies hazards through the review and analysis of workplace accidents, incidents, and operational trends. Employees are encouraged to report safety concerns and provide recommendations to support continuous safety improvement.

c. Reporting

When deficiencies or hazards are identified, they are documented and reported to the appropriate department director or supervisor responsible for the affected area. Hazards identified through non-routine observations must be reported to a supervisor or manager as soon as practicable.

Reported hazards are routed to the department best equipped to evaluate the concern, determine appropriate corrective actions, and implement or recommend a resolution, as necessary.

d. Hazard Resolution

The purpose of facility inspections and hazard reporting is to identify and address conditions that could result in accidents, injuries, property damage, or operational disruptions. All departments and employees share responsibility for participating in facility inspections and hazard identification and resolution efforts. Hazard resolution priorities are based on the severity of the hazard and the likelihood and potential impact of negative consequences.

e. Follow-up

Corrective action for confirmed hazards is the responsibility of Transit Supervisor and the Transit Manager. This may include coordination with other City departments, contractors, or outside agencies, as necessary, to eliminate, control, or mitigate the identified hazard.

f. Documentation

The Transit Manager is responsible for maintaining documentation related to identified hazards, proposed resolutions, mitigation measures, corrective actions, and follow-up activities.

All front-line employees are responsible for monitoring safety and security as part of their daily duties. Hazards identified through observation or interaction with passengers, or the general public must be reported to the immediate supervisor in accordance with Jacksonville Transit's hazard reporting procedures.

Employee Hazard Reporting

a. Loss Reports

Employees may report hazards, incidents, or safety concerns by completing an incident report or by discussing the concern with a supervisor or manager. Depending on the severity and level of risk identified, immediate corrective action may be taken, or the matter may be reviewed at safety meetings. Employees will be provided feedback regarding actions taken, when appropriate.

b. Route/Operations Safety

Employees are encouraged to submit recommendations related to route safety, operational improvements, and overall system performance. Jacksonville Transit promotes a culture of safety and continuous improvement and encourages employees to provide both positive and constructive feedback. Management maintains an open-door policy to support communication and employee involvement in safety-related discussions.

Safety Events

a. Accident and Incident Reporting Process

All accidents and incidents involving Jacksonville Transit operations are investigated. The Transit Supervisor is responsible for ensuring employees receive appropriate training to support safe and professional operations. The on-duty Dispatcher conducts the initial investigation of accidents and incidents and forwards findings to the Transit Supervisor for review and determination of any necessary corrective actions intended to reduce the likelihood of recurrence.

The Jacksonville Transit Operator's Manual establishes procedures and responsibilities for accident and incident notification, response, investigation, and reporting. The on-duty Dispatcher coordinates with law enforcement agencies, insurance providers, and other applicable departments or entities involved in the investigation or claims process. While most incidents are minor and involve transit vehicles, all operational accidents and incidents are documented and investigated as appropriate.

b. Notification

Bus Operators are required to immediately notify dispatch whenever a Jacksonville Transit vehicle may have been damaged, has been involved in contact with another vehicle or object, or when a passenger injury may have occurred. A dispatch Supervisor or other designated staff member will respond to the scene as appropriate, and emergency services or law enforcement will be contacted when necessary. Police reports are required for all accidents.

c. At-Scene Procedures

Bus Operators involved in an accident or incident are required to:

- Assist injured persons as appropriate
- Deploy reflective warning triangles when necessary to protect the scene and maintain traffic safety
- Refrain from moving the vehicle unless directed by a manager, supervisor, law enforcement, fire personnel, or due to an immediate safety hazard
- Obtain witness information, including names and contact information, when possible

The Transit Supervisor and/or on duty Dispatcher are responsible for conducting on-scene investigations and preserving relevant evidence. Depending on the nature and severity of the event, documentation methods may include photographs, video recordings, field sketches, interviews, and observations.

d. Investigation

Jacksonville Transit strives to complete accident investigations in a timely manner, generally within three business days when practicable. The Transit Supervisor, in coordination with Dispatchers, are responsible for completing Accident/Incident Reports, while Operators must complete the required accident reporting documentation. All reports, supporting documentation, and relevant media are submitted to the Transit Supervisor for review and retention.

e. Accident Review Process

Accidents and incidents are classified as either Preventable or Non-Preventable. A preventable accident is one that could reasonably have been avoided through the application of defensive driving techniques and compliance with established policies and procedures. The Transit Supervisor or Dispatcher conducts a preliminary determination based on the available evidence and documentation. These determinations are reported to the Transit Manager.

f. Hazard Resolution

The purpose of the accident investigation process is to identify root causes and implement corrective actions to prevent or reduce the likelihood of future incidents. Lessons learned through investigations may result in updates to procedures, training programs, operational practices, equipment specifications, facility designs, or procurement decisions.

g. Follow-up

The Transit Supervisor is responsible for coordinating corrective actions and follow-up activities resulting from accident investigations. Employee discipline, when warranted, will be administered in accordance with City of Jacksonville personnel policies and procedures. Additional training or retraining may also be required following preventable accidents or identified performance deficiencies.

h. Internal Reporting

The Dispatch Supervisor is responsible for ensuring all required accident and incident reports are completed and submitted to the Transit Supervisor in a timely manner.

i. Documentation

The Transit Supervisor is responsible for maintaining accident investigation records, supporting documentation, and related evidence in accordance with applicable record retention requirements.

Performance Measures

Through a series of performance measures relative to operations, maintenance, and safety, Jacksonville Transit can monitor the system's safety by identifying trends and gaps in policies, procedures, training, and monitoring efforts. The following performance measures are on a daily, monthly, and quarterly basis.

a. Maintenance

Preventive Maintenance On-Time Inspection Percentage – Measures the effectiveness of the maintenance program in ensuring inspections are completed within established manufacturer and Jacksonville Transit mileage intervals.

Vehicles Removed from Revenue Service – Tracks vehicles removed from service due to mechanical defects identified during revenue operations requiring immediate repair or maintenance attention.

Annual Vehicle Condition Assessment – Evaluates vehicle condition on a standardized rating scale and supports annual updates to Jacksonville Transit's Transit Asset Management (TAM) Plan and State of Good Repair (SGR) monitoring.

b. Operations

Customer Complaints – Tracks customer complaints to identify trends or deficiencies related to vehicle conditions, operator performance, customer service, or operational safety. Safety-related complaints are immediately routed to the on-duty supervisor or CSO for review, investigation, and response. Complaints may be received through phone calls, the Jacksonville Transit website, or public engagement activities.

On-Time Performance – Monitors schedule adherence and may identify issues related to scheduling, traffic conditions, operational efficiency, vehicle reliability, or operator performance.

On-Board Surveys – Conducted periodically to gather passenger feedback regarding operator performance, customer service, vehicle condition, and overall safety perceptions.

Section 9 – Safety Promotion

The education and training process is a highly regimented and professionally developed program built around a curriculum featuring learning opportunities in two major domains:

Knowledge & Skills Training

Jacksonville Transit utilizes a variety of training methods to support employee learning and development, including classroom instruction, multimedia presentations, closed-course exercises, observation, and behind-the-wheel (BTW) skills training. Employee knowledge and proficiency are evaluated through written assessments, driving evaluations, and customer service performance reviews.

a. Instructors

Effective operator training begins with the selection, development, and certification of qualified instructors.

b. Classroom Instructor

The Classroom Instructor is responsible for facilitating the classroom portion of New Operator Training, including the development and delivery of lesson plans and instructional materials.

c. Behind-the-Wheel (BTW) Instructor

The BTW Instructor conducts closed-course exercises and on-road driving instruction. Training materials may include instructional videos, facilitator guides, participant study guides, and operator proficiency workbooks used to document trainee progress and performance. New Instructor Candidates may obtain certification as both Classroom and BTW Instructors.

d. Master Instructor

The Master Instructor, in coordination with safety management staff, is responsible for training Safety and Training Supervisors, conducting Train-the-Trainer programs, overseeing instructor certification activities, and conducting safety and training audits, as necessary.

Instructor development includes review of applicable laws, Jacksonville Transit policies and procedures, operational requirements, instructional materials, and training manuals. Instructor Candidates are also required to complete instructor development coursework focused on training techniques, adult learning principles, and instructional methods.

Instructor Certifications

a. Temporary Certification (Silver)

Temporary certification may be issued locally to New Instructor Candidates who successfully complete the initial instructor training program conducted by a certified instructor. Temporary certifications are valid for one year from the date of issuance and may apply to Classroom, BTW, or combined instructor roles.

b. Certified Instructor (Gold)

Certified Instructor status is awarded to instructors who successfully complete the annual Train-the-Trainer program conducted by a Master Instructor. Certification requirements include demonstration of

instructional proficiency, lesson plan development, presentation skills, and successful completion of required safety leadership coursework.

c. Master Instructor Certification

Master Instructor Certification is intended to ensure consistent implementation of Jacksonville Transit policies, procedures, and training standards throughout the organization and is generally required for senior safety and training personnel.

d. Master Instructor Responsibilities

Master Instructors support management by assisting with the training and development of Safety and Training Supervisors, conducting refresher training as needed, facilitating annual Train-the-Trainer programs, and conducting safety and training audits with findings reported to management as appropriate.

Employee Training

Training employees to recognize hazards, assess risks, and apply safe work practices is critical to maintaining a safe work environment. Jacksonville Transit provides safety training programs designed to promote safe behaviors, reduce workplace injuries, and support continuous safety improvement.

a. "BeSafe"

"BeSafe" is a behavioral safety program focused on promoting safe work practices through positive reinforcement, employee engagement, and safety awareness. The program emphasizes recognizing safe behaviors through debriefs, observations, tours, and employee touchpoints. All employees receive training on the principles and expectations of the "BeSafe" program.

b. "Safe Work Methods"

The "Safe Work Methods" program educates employees on hazards commonly encountered in transit operations, including maintenance facilities, bus yards, fuel islands, wash bays, office environments, and revenue service operations. The program also addresses injury prevention related to physical job functions such as entering and exiting vehicles, assisting passengers with disabilities, and handling mobility devices.

This training may be used throughout the employment process, including new employee training, injury prevention efforts, retraining following workplace injuries, and return-to-work or light-duty programs. Training topics include personal protective equipment (PPE) requirements, risk assessment, injury prevention, and safe work practices related to:

- Walking and climbing
- Lifting, carrying, pushing, pulling, and twisting
- Burns and exposure hazards
- Fluids, chemicals, smoke, and contaminated materials
- Cuts, punctures, abrasions, and lacerations
- Mobility device lifts and ramps

c. Requirements for Operator Training

Applicants must successfully complete a comprehensive operator training program prior to transporting passengers. Trainees are continually evaluated throughout the program through written assessments,

observation, and practical driving evaluations. Individuals who do not demonstrate the required level of proficiency may receive additional training or be removed from the program.

The Operator Training Program includes instructor-led training, video-based instruction, facilitated discussion, and hands-on practice opportunities designed to prepare employees for safe and effective transit operations.

Classroom Training

Begins the process of instilling the safety culture into each Operator. Helping the student Operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout. Training units include:

Unit I

- Introduction
- Welcome and Introduction
- Title VI Civil Rights Act 1964
- Employee Handbook
- BeSafe - Making Safety Personal
- Hazardous Communication
- Bloodborne Pathogens

Unit II

- Fundamentals
- Safe Work Methods
- Basics of Safety
- Managing Emergencies
- Security Awareness
- Map Reading
- Communication Devices
- Navigation and Fare Policies
- Smith System

Unit III

- The Operator
- Drug and Alcohol Awareness
- Distracted Driving
- Fatigue and Sleep Apnea Awareness

Unit IV

- Transporting Passengers with Disabilities
- Transporting Passengers with Disabilities
- Interacting with Passengers
- Diffusing Conflict
- Passenger Care While Loading and Unloading
- Mobility Aids and Devices

Unit V

- Driving Fundamentals
- Driving Fundamentals, I
- Driving Fundamentals, II
- Roadway Types and Railroad Crossings

Behind-the-Wheel (BTW) training is conducted in three phases to develop operator proficiency and safe driving practices. Because many new Bus Operators have limited experience operating transit vehicles, the initial phase of training occurs on a closed course environment. This phase allows instructors to evaluate each trainee's skill level while providing opportunities to safely practice and develop fundamental vehicle operating skills.

The second phase of BTW training occurs on public roadways in a controlled, one-on-one instructional setting. Training begins with core operational skills such as intersections, passenger service stops, and backing procedures before progressing to roadway navigation and highway driving. The principles of the Smith System of defensive driving are incorporated throughout all phases of BTW training.

Closed Course (Group Work)

- Vehicle Orientation
- Pre-Trip Inspection
- Seat Adjustment
- Mirror Adjustment
- Braking, Accelerating, and Transmission
- Wheelchair Securement

Reference Points

- Lane Position
- Right Side / Left Side
- Backing Point
- Forward Stop
- Pivot Points
- Turning Points

Vehicle Control

- Straight in Lane
- Left Turn
- Right Turn
- Lane Changing - Moving Right or Left

One on One Instruction Behind the Wheel

- Basic Road Work
- "Smith System"
- Intersections
- Service Stops
- Backing

Advanced Road Work

- "Smith System" Commentary Driving
- Roadways
- Expressway / Highway Driving
- Intersections
- Service Stops

Final Evaluation

Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

Cadet Training

Once a new Operator has been placed into service there is period of observation where an experienced Operator, Instructor, or Supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a mobility device.

Requirements for Staff Training

Staff personnel are trained in Safety Leadership and "BeSafe" (described in item #1)

Safety Leadership

This training program consists of an interactive multimedia course designed to educate management staff on behaviors and organizational factors related to accidents and safety performance. The course is required for all levels of management and includes completion of an online assessment through the Safety Resource Center (SRC) with a minimum passing score of 90 percent. Course topics include:

- Accident awareness and prevention
- Behavioral safety principles
- Safety leadership and management responsibilities

Supervisor Development

- The Role of the Supervisor
- Communication
- Building Trust
- Conflict Resolution
- Performance Management

Additional Safety Training

- Reasonable Suspicion
- Supervisor's Report of Reasonable Suspicion
- Code of Conduct
- Customer Service
- OSHA Requirements

Requirements for Continuing Training and Evaluations

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:

- Road observations

- Ride along evaluations
- Daily safety contacts

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards. In addition to our formal employee training program, the following safety training is also conducted.

d. Safety Meetings

Jacksonville Transit conducts twelve (12) safety meetings annually covering topics identified by management and applicable regulatory requirements. Meetings are generally a minimum of one (1) hour in duration unless otherwise required by federal, state, or local regulations.

Required safety topics, campaigns, training materials, and supporting resources are provided for presentation to employees throughout the organization. Attendance at required safety meetings is considered a condition of employment for Operators, management, operational staff, and maintenance personnel, unless otherwise specified by an applicable collective bargaining agreement (CBA). Failure to attend required meetings may result in disciplinary action in accordance with City policies and procedures.

e. Retraining

Jacksonville Transit has a “zero” tolerance for preventable injuries and collisions, elimination of preventable injuries and collisions is our number one goal. An employee involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

f. Safety Awareness Programs

Establishing and maintaining a culture that promotes safe behavior at all times is a core component of Jacksonville Transit’s safety program. This is supported through ongoing communication, employee engagement, positive reinforcement, and recognition of safe work practices.

Jacksonville Transit’s “BeSafe” program provides the framework for communicating safety expectations and promoting continuous safety improvement through behavioral awareness and personal accountability. The program emphasizes routine employee engagement, coaching interactions, safety discussions, and positive reinforcement between management and front-line staff.

“BeSafe” supports system-wide safety participation by:

- Encouraging employee involvement and ownership of safety performance
- Reinforcing safety policies, procedures, and operational expectations
- Promoting active participation by supervisors, managers, and executive leadership
- Supporting communication and collaboration related to safety concerns and best practices
- Recognizing safe behaviors and operational achievements through employee recognition programs

Employee safety recognition programs may include:

- Annual Safe Driver Awards
- Safety Solutions Team Recognition
- Other safety achievement and performance-based recognition initiatives

Section 10 – Additional Information

This PTASP was developed using information contained in Jacksonville Transit policies, procedures, manuals, and supporting operational documents, including but not limited to the following:

- Employee Handbook
- Safety and Security Plan (SSP)
- City Ordinances
- Facility Maintenance Plan
- Training Manual

Section 11 – Definitions of Terms Used in the Safety Plan

Jacksonville Transit incorporates the definitions established in 49 C.F.R. § 673.5 of the PTASP regulation, including but not limited to the following:

Accident means an Event involving a loss of life, serious injury, collision of public transportation vehicles, evacuation for life safety reasons, or another qualifying event as defined by 49 C.F.R. § 673.5.

Accountable Executive means the single identifiable individual with ultimate responsibility for carrying out the PTASP and Transit Asset Management (TAM) Plan, including authority over the human and capital resources necessary to implement and maintain both plans.

Equivalent Authority means an entity with responsibilities comparable to a Board of Directors, including authority to review and approve the PTASP.

Event means any Accident, Incident, or Occurrence.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of facilities, equipment, rolling stock, infrastructure, or environmental resources.

Incident means an event involving a non-serious injury, injuries requiring medical transport, or damage that disrupts transit operations.

Investigation means the process of identifying the causal and contributing factors of an accident, incident, or hazard to prevent recurrence and mitigate risk.

National Public Transportation Safety Plan means the federal plan established to improve the safety of public transportation systems receiving financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without personal injury in which damage does not disrupt transit operations.

Operator of a Public Transportation System means a provider of public transportation as defined under 49 U.S.C. § 5302.

Performance Measure means a quantifiable indicator used to establish targets and assess progress toward achieving established performance goals.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

PTASP (Agency Safety Plan) means the documented comprehensive Agency Safety Plan required under 49 U.S.C. § 5329 and 49 C.F.R. Part 673.

Risk means the combination of the predicted severity and likelihood of the potential consequences of a hazard.

Risk Mitigation means actions or strategies intended to eliminate or reduce the effects of identified hazards.

Safety Assurance means the processes within a Safety Management System (SMS) used to evaluate the effectiveness of safety risk mitigation measures and ensure achievement of established safety objectives.

Safety Management Policy means the documented commitment to safety that establishes the agency's safety objectives, responsibilities, and accountabilities.

Safety Management System (SMS) means the formal, organization-wide approach to managing safety risk and ensuring the effectiveness of safety risk mitigation through established policies, procedures, and practices.

Safety Performance Target means a measurable performance objective related to safety management activities.

Safety Promotion means the communication and training activities used to support and reinforce the Safety Management System throughout the transit system.

Safety Risk Assessment means the formal process used to evaluate and prioritize safety risks by determining the significance and potential impact of identified hazards.

Safety Risk Management means the process within the Agency Safety Plan used to identify hazards and analyze, assess, and mitigate safety risks.

Serious Injury means an injury meeting the criteria established under 49 C.F.R. § 673.5, including qualifying hospitalizations, fractures, severe hemorrhages, internal injuries, or significant burns.

Transit Agency means an operator of a public transportation system.

Transit Asset Management (TAM) Plan means the strategic and systematic process for managing transit capital assets throughout their life cycle to support safe, reliable, and cost-effective public transportation in accordance with 49 U.S.C. § 5326 and 49 C.F.R. Part 625. 10. Commonly Used Acronyms.

Acronym	Word or Phrase
ADA	Americans with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
CT	County Transit
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NCDOT	North Carolina Department of Transportation
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (PTASP)
SMS	Safety Management System
SSP	System Safety Plan
U.S.C.	United States Code
VRM	Vehicle Revenue Miles



Request for City Council Action

Consent Agenda Item: **6**
Date: 5/19/2026

Subject: Woodlands Park – Second Extension of Lease Agreement
Department: City Manager’s Office
Presented by: Anthony Prinz, Assistant City Manager
Presentation: No

Issue Statement

Staff is currently working with the Jacksonville Area Soccer Association (JASA) on a long-term lease agreement that will be presented to City Council later this Summer. In anticipation of the preparation of the long-term lease, staff recommends that Council consider approving a second extension to our current lease agreement that will extend JASA’s ability to use Woodlands Park until December 21, 2026, or until supplanted by a long-term lease. The current lease extension expires on June 30, 2026.

Financial Impact

None

Action Needed

Consider approval of the second lease extension as presented.

Recommendation

Staff recommends that Council approve the second lease extension and authorize the Mayor to sign the agreement.

Approved: City Manager City Attorney

Attachments:

- A Second Extension of Lease Agreement

THIS EXTENSION OF LEASE AGREEMENT, made and entered into this _____ day of _____, 2026, by and between JACKSONVILLE AREA SOCCER ASSOCIATION (JASA) (hereinafter referred to as "Lessee"); and CITY OF JACKSONVILLE, NC (hereinafter "Lessor").

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Lease Agreement (hereinafter "the original lease") dated June 10, 1993, in which Lessor leased to Lessee a certain parcel of real property and improvements described as a 16 acre tract of land located within Woodlands Park in the City of Jacksonville along with the parking lots and entryways adjacent thereto, said property being shown on a drainage plan prepared by Barden Lanier and Associates dated September 2, 1992, said drainage plan being designated as "Rotary Soccer Fields at Woodlands Park;" and

WHEREAS, the original lease expired on or about May 1, 2013; and

WHEREAS, Lessor and Lessee entered into a three (3) year extension of said lease on or about June 6th, 2013, with that extension expiring on July 1, 2016; and

Whereas, Lessor and Lessee entered into a new lease dated April 19, 2016 for a period through December 31, 2025, with a condition for capital improvements, with the requirement that the capital improvements be completed by June 30, 2019 or the lease would automatically expire; and

WHEREAS, Lessor and Lessee agreed that the terms the April 19, 2016 lease were not met, causing that lease to be voided as of June 30, 2019; and

WHEREAS, Lessor and Lessee entered into a new lease dated April 21, 2020, commencing on April 8, 2020 and terminating on December 31, 2025; and

WHEREAS, Lessor and Lessee entered into an Extension of Lease Agreement, dated January 13, 2026 to extend the lease until June 30, 2026; and

WHEREAS, Lessor and Lessee desire to enter into an additional six-month extension of the April 21, 2020 lease, for a period through December 31, 2026.

NOW, THEREFORE, in consideration of the rents, covenants, commitments, and agreements contained in the April 21, 2020, lease, and the mutual commitments and covenants contained herein, and for other good and valuable considerations, the receipt, commitments and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Lease Term. The term of the April 21, 2020, lease is hereby extended for an additional six (6) months, and this Extension of Lease Agreement shall be for a period commencing at midnight 12:00 a.m. on June 30, 2026 (the "effective date") and shall

Attachment

A

continue until December 31, 2026 (the termination date). It is further agreed that this Extension of Lease shall automatically include all obligations of the April 21, 2020 lease as if they were stipulated herein, including but not limited to:

- A. Maintenance of the grounds and facilities: JASA agrees to maintain the grounds and facilities in a condition equal to or better than the maintenance level of parks maintained by the City.
- B. Parking lot: JASA accepts responsibility for the maintenance of the parking lot for litter collection and general maintenance and clearing. The City retains the responsibility for pothole repairs and resurfacing the lot as needed as determined by the City.
- C. Park Signage: The City is responsible for the sign designating the park as "Woodlands Park". JASA sponsorship signage is allowed within the split rail fenced areas and located within areas specifically approved by the City Manager or his designee. Signage may be banner or "hard/fixed location" signage. JASA further agrees that the monument sign currently on site that has been partially constructed will be completed no later than June 1, 2020.
- D. Use of Property. It is understood and agreed by the parties that JASA will have the routine use of the leased property subject to the City's periodic use of portions of the property for certain events and activities. City events and activities shall include, but shall not be limited to, practice by youth baseball and softball teams during the months of May, June and July; community celebrations on holidays; and other events of similar nature. City acknowledges and agrees that prior to using this property for such activities and events that it will confer with JASA and that JASA will not unduly restrict the use by the City of the property so long as the City's use does not interfere with the ongoing program of JASA and so long as the use of the property by the City for these events and activities does not damage the property. However, non-routine JASA use or for special JASA events (such as camps and tournaments), JASA agrees to confer with the City prior to scheduling these non-routine events.
- E. Use of other City parks by JASA. Both parties recognize that JASA will from time to time need to utilize other City parks for practice and or games. JASA utilizations will be on a scheduled basis through the City Recreation Department with JASA following the same procedures for reservations and paying the same fees as required of all other users. It is understood that JASA does not have any "automatic right" to use other parks nor are they in a "first right to use" position but will be treated in the same fair fashion as any other community group.
- F. Shelter and Restroom Use. The City has the right to use the restrooms and shelter during City sponsored events. The City agrees to provide paper products to offset City usage. JASA shall be responsible for the regular maintenance of the restrooms and for all products utilized by the patrons of JASA and for general maintenance.
- G. Passive Activities. Recognizing that the premises are owned by the City and leased to JASA, and further recognizing that certain passive activities that do not interfere with the JASA program should be allowed on the premises, JASA agrees that it will cooperate with the City in allowing passive activities on the premises at such times as not to interfere with the program of JASA. These "passive activities" shall include, but shall not be limited to, walking, jogging, kite-flying, Frisbee-throwing, etc. However, the City and JASA agree that no activity shall be allowed that will interfere with the program of

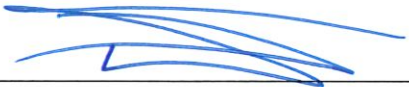
JASA or damage the facilities. Golf is a specifically prohibited activity. The City and JASA agree to formulate the wording for signs and notices in furtherance of this portion of this agreement

2. Utilities – JASA shall be responsible for the monthly utility bills associated with the total property under this lease.
3. Annual Inspections – The City shall conduct an annual inspection of the leased grounds and all facilities thereupon. A JASA representative must be present to accompany the City personnel.
4. LIABILITY INSURANCE – JASA agrees to maintain in effect at all times during the life of this lease a policy of liability insurance for activities conducted on the premises and to name the City of Jacksonville as additional insured. The policy shall be for a minimum of \$1 million and a copy of the policy showing it to be in full force and effect shall be provided by the Insurance Company to the City Finance Department annually. The Certificate of Insurance may also be submitted to the City via email at COI@jacksonvillenc.gov
5. Lessor and Lessee agree that the terms of the original lease, except as modified herein, shall remain in full force and effect for the term of this new Extension of Lease Agreement.

WITNESS our hands and seals on the day and year first above written.

LESSEE:

Jacksonville Area Soccer Association

By:  _____

Name: William Donald Mills III

Title: President, JASA

LESSOR:

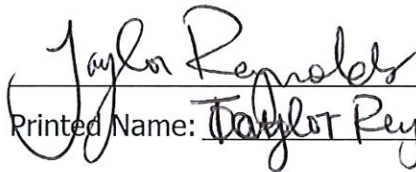
City of Jacksonville, NC

By: _____

Name: Sammy Phillips

Title: Mayor, City of Jacksonville

WITNESS:


Printed Name: Taylor Reynolds

ATTEST:

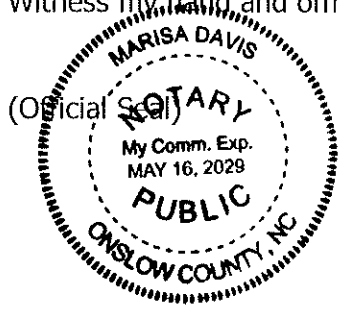
Name: Rose Marshburn, City Clerk

(SEAL)

NORTH CAROLINA
ONslow COUNTY

I Marisa Davis, a Notary Public for said county and state, do hereby certify that William Donald Mills III representative of the Jacksonville Area Soccer Association (JASA), personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said company.

Witness my hand and official seal, this the 11th day of May, 2026.



Marisa Davis
Notary Public

My Commission Expires: May 16, 2029

NORTH CAROLINA
ONslow COUNTY

I, _____, a Notary Public for said County and State, certify that Rose Marshburn personally appeared before me this day and acknowledged that she is the City Clerk of the City of Jacksonville a Municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by his/her self as its City Clerk.

Witness my hand and official seal, this the _____ day of _____, 2026.

(Official Seal)

Notary Public

My Commission Expires: _____

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, Lorna I. Welch, the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Extension of Lease Agreement between the City of Jacksonville and Jacksonville Area Soccer Association (JASA) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Signature

Date

Account # and Amount: N/A



Request for City Council Action

Consent Agenda Item: **7**
Date: 5/19/2026

Subject: Housing Authority Designation
Department: City Manager's Office
Presented by: Terrell Blackmon, Assistant City Manager
Presentation: No

Issue Statement

At the March 3, 2026, City Council Workshop Meeting, staff provided an affordable housing policy update, and an overview of how the City could further its affordable housing initiatives if it were to exercise the powers of a housing authority under N.C.G.S. §157-4. This section of the general statutes has an "alternative organization" provision that allows a city to step into the role of a public housing authority without creating a separate entity. This allows for a consolidation of powers, which allows the Council to integrate housing authority functions into its own governance. With that authority Council can assign those duties to the City's Neighborhood Improvement Services (NIS) Department which can streamline operations, reduce administrative costs and integrate these functions and policies into the City's broader housing program.

To exercise the powers of a housing authority, the local government must first designate itself, as such. Once so designated, the local government is empowered by N.C.G.S. §157-4 to step into the role of a public housing authority without creating a separate entity.

Financial Impact

Adoption of the Resolution will allow Council the ability to utilize the City's Economic Impact Fund as a financial tool to help further affordable housing activities in Jacksonville.

Action Needed

Adoption of a Resolution by the Jacksonville City Council to designate itself a public housing authority to exercise the powers, duties and responsibilities of a housing authority described in N.C.G.S. §157-4 as an additional tool to provide affordable housing within the City of Jacksonville.

Recommendation

Staff recommends Council adopt the Resolution granting itself public housing authority powers.

Approved: City Manager City Attorney

Attachments:

A Proposed Resolution

RESOLUTION 2026-XX

**A RESOLUTION BY THE JACKSONVILLE CITY COUNCIL
DENYING THE PETITION FOR THE ESTABLISHMENT OF A JACKSONVILLE
HOUSING AUTHORITY**

WHEREAS, N.C.G.S. §157-4 has an “alternative organization” provision that allows a city to step into the role of a public housing authority without creating a separate entity; and

WHEREAS, by designating itself as a public housing authority, this allows for consolidation of powers, whereby the Council can integrate housing authority functions into its own governance; and

WHEREAS, Council can assign those duties to the City’s Neighborhood Improvement Services Department which can streamline operations, reduce administrative costs and integrate these functions and policies into the City’s broader housing program;

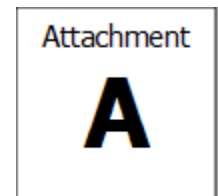
NOW, THEREFORE BE IT RESOLVED, that the City hereby adopts this resolution to designate itself a public housing authority to exercise the power, duties and responsibilities of a housing authority described in N.C.G.S. §157-4 to further affordable housing activities within the City of Jacksonville.

Adopted by the Jacksonville City Council in regular session this the 19th day of May 2026.

Sammy Phillips, Mayor

ATTEST:

Rose R. Marshburn, City Clerk





Request for City Council Action

Agenda Item:	8
Date:	5/19/2026

Subject: Public Hearing (*Legislative*) Annual Action Plan FY 26-27
Department: Neighborhood Improvement Services
Presented by: Pamela Trafton, Neighborhood Improvement Services Manager
Presentation: Yes

Issue Statement

The Annual Action plan is a strategic planning guide which specifically outlines the budget and activities for the use of Community Development Block Grant (CDBG) funds for FY 2026-2027. The US Department of Housing and Urban Development (HUD) mandates adoption and submission of the Action Plan prior to releasing CDBG funds which are used to benefit low-to moderate-income persons and households. The plan serves as the City's application for federal funds and must be submitted to HUD by June 1, 2026.

Financial Impact

The Neighborhood Improvement Department anticipates receiving approximately \$368,562 in entitlement funding and \$225,065 in program income for a total of \$593,627. This budget represents a \$54,348 decrease in entitlement funding from the previous year.

Action Needed

Adopt the FY 2026-2027 Annual Action Plan and authorize staff to submit the draft Annual Action Plan to the U.S. Department of Housing and Urban Development.

Recommendation

Staff recommends that Council adopt the FY 2026-2027 Annual Action Plan and approve its submission to the U.S. Department of Housing and Urban Development.

Approved: City Manager City Attorney

Attachments:

- A 2026-2027 Draft Annual Action Plan



Staff Report

Agenda
Item: **8**

2026-2027 Annual Action Plan

Introduction

The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities. Primary objectives are to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low-and moderate - income persons. To be eligible for this HUD funding, the City must develop a Five-Year Consolidated Plan. The intent of the Consolidated Plan is to promote a comprehensive approach to local community development programming by requiring communities like Jacksonville to improve the process of developing effective community development strategies and by providing more user-friendly information to citizens and local groups on whether these priorities are being met.

The Five-Year Consolidated Plan process is also intended to make it easier for each subsequent Annual Action Plan to be developed, i.e. by linking each year's Plan to previously identified priority needs within Jacksonville. Therefore, each Annual Action Plan, including this third one, should support the goals, priorities, and needs identified in the Five-Year Plan. This Action Plan is consistent with the Five-Year Plan adopted Council in June 2024.

Citizen Participation

To solicit citizen input into the development of this Annual Action Plan, staff conducted a community input meeting on November 6, 2025, and held a Money Management course on December 13, 2025, where additional community input was solicited. Additional in-person input meetings were held at New Beginnings Christian Center on January 8, 2026 and St. Julia AME Zion Church on March 5, 2026. In addition, input was sought at Funding Opportunity Workshops that were held on December 4-5, 2025. Public notices were placed in the local paper, on the City of Jacksonville's website, and posted on G10, our local government channel.

A draft of the Annual Action Plan was made available to the public to review from April 15 – May 19, 2026, with a public input hearing held to be at City Council meeting on May 19, 2026 and advertised via G10 and social media.

Priorities

The Consolidated Plan proposed that during the five-year period from July 1, 2024 to June 30, 2028, CDBG funds will be used to support efforts that address suitable living environment, public services, affordable housing, and public facilities and improvement activities. To arrive at the Annual Action Plan priorities, citizens were asked to complete a Needs Assessment Survey with results listed in the Annual Action Plan. The survey results were rated of activities on a scale of up to 1-7, in some instances, with 1 being the highest need and up to 7 being the lowest. Those activities receiving the highest ratings are prioritized below.

Consideration for CDBG funding is based on the extent to which the activity will address a priority area; organizational capacity; and past performance. The following chart highlights the priority areas that will be addressed in FY 26-27. Unfortunately, overall funding for the CDBG program has decreased over time and as such, with very limited resources, relative to total need, not all the needs of the community can be addressed within any single year. Fortunately, through ongoing collaborations, funding provided by the general fund and leveraging of other resources, many community needs are being met through partner organizations.

Annual Action Plan Priority Areas		To be addressed in FY26-27
1	Homelessness	
	<ul style="list-style-type: none"> • Increase access to emergency shelter and create transitional housing units • Provide homeless outreach services • Provide rapid-rehousing services • Provide homeless prevention services 	<p style="text-align: right;">√</p> <p style="text-align: right;">√</p> <p style="text-align: right;">√</p>
2	Suitable Living Environment	
	<ul style="list-style-type: none"> • Increase access to quality public services, such as transportation, senior activities, youth activities, childcare services, health services, legal services, anti-crime programs, and job training • Eliminate slum & blight conditions such as, code enforcement, trash and debris removal, demolition of abandoned buildings, tree planting and graffiti removal • Increase access to public improvements and infrastructure such as, drainage, water/sewer, streets, lighting and sidewalks • Increase access to quality public facilities to include construction or rehabilitation activities 	<p style="text-align: right;">√</p> <p style="text-align: right;">√</p> <p style="text-align: right;">√</p>
3	Special Needs Housing	
	<ul style="list-style-type: none"> • Elderly persons • Disabled veterans • Disabled persons • Victims of domestic violence 	<p style="text-align: right;">√</p> <p style="text-align: right;">√</p> <p style="text-align: right;">√</p>
4	Special Populations	
	<ul style="list-style-type: none"> • Neglected/Abused Children • Elderly Persons; and • Veterans 	<p style="text-align: right;">√</p> <p style="text-align: right;">√</p>
5	Affordable Housing	
	<ul style="list-style-type: none"> • Provision of tenant-based rental assistance • Property acquisition for the development of affordable housing • Major and minor housing repair financing for homeowners 	<p style="text-align: right;">√</p> <p style="text-align: right;">√</p> <p style="text-align: right;">√</p>

<ul style="list-style-type: none"> • Provide affordable housing to include rental housing opportunities 	√
6 Economic Development	
<ul style="list-style-type: none"> • Provide technical assistance to microenterprise business owners through nonprofit partnership 	√

Target Neighborhoods

In considering where to focus CDBG investment over the next five years, citizen comments and Census data indicate that the New River area should be given a high priority. This area is located in Census tract 26 and has high concentrations of several key indicators, such as low income, housing cost burden, and housing problems. This area is also designated by the State of North Carolina as an Opportunity Zone.

Financial Analysis

The Neighborhood Improvement Department anticipates receiving \$368,562 in entitlement funding and \$225,065 in program income for a total of \$593,627. Funds are proposed to be used as follows:

Activity	FY 26-27 Proposed Budget
Revenue	
CDBG Allocation	\$368,562
Estimated Program Income	\$225,065
Total Resources	\$593,627
Expenditures	
Administration	\$100,917
Affordable Housing – Multi Family Development	\$200,000
Clearance and Demolition	\$50,000
Nonprofit Funding	\$50,000
Affordable Housing – Residential Rehabilitation	\$42,710
Acquisition	\$50,000
Economic Development	\$50,000
Affordable Housing – Down Payment Assistance	\$50,000
Total Expenditures	\$593,627

Procedural History

The proposed budget for FY26-27 includes a \$54,348 decrease in CDBG funding. Program funds will continue to target activities that serve the core focus of HUD programs such as ensuring that residents have decent and safe affordable housing, serving homeless individuals and families, and elimination of slum and blight.

Stakeholders

- Citizens and taxpayers of the City

Options

- 1) Approval to Adopt the Annual Action Plan and Authorize Staff to Submit the Documents to HUD.
- 2) Decline Adoption of the Annual Action Plan
- 3) Defer the Decision to a Future Meeting and Provide Staff with Specific Direction on what changes or information Council may need for consideration.

Factors to Consider

- The adoption of the Annual Action Plan and subsequent submittal to HUD by June 1, 2026, allows the City to receive its annual entitlement funding, which allows the City to carry out programs and activities that benefit low and moderate-income citizens of Jacksonville.



City Council Report

Agenda	9
Item:	
Date: 5/19/2026	

Subject: Fiscal Year 2027 Proposed Budget Discussion
Department: City Manager's Office
Presented by: Joshua W. Ray, City Manager
Presentation: Yes

Presentation Description

Per North Carolina General Statute (NCGS) § 159-13, City Council is required to adopt a balanced operating budget for FY27 by June 30, 2026.

A copy of the proposed budget was delivered to Jacksonville City Council on April 7, 2026. The proposed budget has been available for public inspection in the City Clerk's Office since April 7, 2026, as well as the Onslow County Public Library, and the City's website. Council held a Public Hearing to receive citizen input at the Regular Council Meeting on April 21, 2026, and no comments were made by the public.

Budget Highlights:

- \$134,342,890 Total Budget (6% reduction from FY26 Adopted Budget)
- \$0.60 Ad Valorem Tax Rate
- Priority Investment in Employees
- \$34.46 Million for Public Safety
- Water & Sewer Rate Increase of 1%
- Sanitation Commercial/Business Rate Increase Due to Proposed Increase in Onslow County Landfill Charges

The purpose of this meeting is for the Council to discuss the proposed budget. Staff will be present to answer any questions from Council and receive direction.

Action

No official Council action is requested for this item.

Approved: City Manager City Attorney

Attachments: Please bring your FY27 Budget Book to the meeting.



City Council Report

Agenda Item:	10
Date:	5/19/2026

Subject: House Bill 1038 Discussion
Department: City Council
Presented by: Council Member Smith
Presentation: No

Presentation Description

House Bill 1038 was filed in the House of Representatives on April 22, 2026, in the General Assembly. The bill is co-sponsored by Representatives Wyatt Gable and Phil Shepard. This bill proposes to amend the Charter of the City of Jacksonville to require that all members of Jacksonville City Council be elected At-Large. The Bill reads as follows:

"Sec. 2-8. – Election of mayor and council – Generally

At a regular election to be held by the Onslow County Board of Elections on the Tuesday after the first Monday in November, there shall be elected a mayor and six council members, all of whom shall reside within the city and who shall run and be elected at-large by the qualified voters in the entire City of Jacksonville. The mayor shall be elected to serve a four-year term and until a successor is elected and qualified. Council members shall be elected to serve four-year staggered terms and until their successors are elected and qualified."

Beginning in 2027 with the regular municipal elections for the City of Jacksonville, and biennially thereafter, all Council members shall be elected "at-large" by the qualified voters of the City. No Council members for the City of Jacksonville shall be elected by ward, but the same staggering of terms shall remain in place as when members of the City Council were elected by ward.

Action

Council discussion.

Approved: City Manager City Attorney

Attachments:

A House Bill 1038

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025**

H

1

HOUSE BILL 1038

Short Title: At-Large Elections/Jacksonville City Council. (Local)

Sponsors: Representatives Gable and Shepard (Primary Sponsors).
For a complete list of sponsors, refer to the North Carolina General Assembly web site.

Referred to: Election Law, if favorable, Rules, Calendar, and Operations of the House

April 23, 2026

A BILL TO BE ENTITLED
AN ACT TO REQUIRE THAT ALL MEMBERS OF THE JACKSONVILLE CITY COUNCIL
BE ELECTED AT-LARGE.

The General Assembly of North Carolina enacts:

SECTION 1. Section 2-8 of the Charter of the City of Jacksonville, being Chapter 911 of the 1967 Session Laws, as amended by City Ordinance No. 89-21 adopted on April 26, 1989, and City Ordinance No. 06-59 adopted on November 21, 2006, reads as rewritten:

"Sec. 2-8. – Election of mayor and council – Generally.

At a regular election to be held by the Onslow County Board of Elections on the Tuesday after the first Monday in November, there shall be elected a mayor and six ~~councilmembers,~~ Council members, all of whom shall reside within the city and who shall run and be elected ~~in the following manner: Two of the councilmembers shall run at large and four of the councilmembers shall be elected from the wards established by the City of Jacksonville under this ordinance and map published herewith or as such wards may hereafter be constituted, and there shall be elected only one councilmember from each ward who shall be a resident of the ward for which he is elected and shall be voted on by the qualified voters of such ward. The candidate receiving the highest number of votes for the office of councilmember from the ward of his residence shall be declared elected to that office. The two candidates running at large shall be voted on by all qualified voters of the city and the two candidates running at large who receive the highest number of votes for the office of councilmember shall be declared elected to that office. The candidate for mayor shall be elected by the electors of the city at large. The candidate receiving the highest number of votes for the office of mayor shall be declared elected mayor.~~

~~Effective December 27, 2006, at the next regular municipal election following pre clearance of this Charter Amendment by the Department of Justice, if said pre clearance occurs on or before the last day of the filing period for said election, the candidates receiving the highest number of votes for the Office of Mayor and the candidates receiving the highest number of votes for Ward 3 and Ward 4 (minority ward) Council Members shall be elected for an initial four (4) year term; and the two candidates receiving the highest number of votes for At Large Council Members and the candidates receiving the highest number of votes for Ward 1 (minority ward) and Ward 2 Council Members shall be elected for an initial two (2) year term. Subsequent elections for the Mayor and all City Council Members shall be for four year terms and until their successors are elected and qualified at-large by the qualified voters in the entire City of Jacksonville. The mayor shall be elected to serve a four-year term and until a~~



1 successor is elected and qualified. Council members shall be elected to serve four-year
2 staggered terms and until their successors are elected and qualified."

3 **SECTION 2.** Beginning in 2027 with the regular municipal elections for the City of
4 Jacksonville, and biennially thereafter, all Council members shall be elected "at-large" by the
5 qualified voters of the City. No Council members for the City of Jacksonville shall be elected by
6 ward but the same staggering of terms shall remain in place as when members of the City Council
7 were elected by ward.

8 **SECTION 3.** This act is effective when it becomes law and applies to elections held
9 on or after that date.