AGENDA

REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
MARCH 17, 2014

(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)

I. WORK SESSION–5:30 P.M.–CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206

a. TIGER VI Grant Application (DGDC)
b. Clean Water State Revolving Fund Program Discussion (Engineering)
c. Wayne Memorial Median Project (City Manager)

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

Invocation & Pledge to the Flag

III. ROLL CALL

IV. MINUTES

A. Minutes of the Work Session and Regular Meeting of February 3, 2014

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

VI. PRESENTATIONS

VII. PUBLIC HEARINGS

B. Non-Contiguous Annexation Request – Eugene Raynor Property – Southeast corner of Wayne Memorial Drive and Tommy's Road (5.857 Acres) (Planning)

PLANNING COMMISSION EXCUSED

VIII. CONSENT AGENDA ITEMS

C. Contiguous Annexation Petition – WTKL, LLC South side of US Highway 70 East between NC 111 South and Woodpeck Road (6.13 Acres) (Planning)
D. Budget Amendment – Sanitary Sewer Billing Adjustment Refund (Finance)
E. Audit Services for Fiscal Year Ending June 30, 2014 (Finance)
F. Procurement Policy and Disadvantage Business Enterprise Policy (Finance)
G. Resolution of Support for Extension of State Historic Tax Credit Programs (DGDC)
H. Resolution Adopting a Title VI Plan for the City of Goldsboro (City Manager)
I. Community Affairs Commission Appointment (City Manager)
J. Goldsboro Tourism Council Appointment (City Manager)
K. Monthly Departmental Reports

IX. ITEMS REQUIRING INDIVIDUAL ACTION

X. CITY MANAGER'S REPORT

XI. CITY ATTORNEY'S REPORT AND RECOMMMENDATIONS

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

L. National Service Recognition Day Proclamation
M. Child Abuse Prevention Month Proclamation
N. Month of the Military Child Proclamation

XIII. CLOSED SESSION

XIV. ADJOURN

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
FEBRUARY 3, 2014

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on February 3, 2014 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Bill Broadaway
Councilmember Michael Headen
Councilmember Chuck Allen
Councilmember William Goodman
Councilmember Charles J. Williams, Sr.
Councilmember Gene Aycock
Jim Womble, Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Kim Best, Public Information Officer
Angel Wright-Lanier, Assistant City Manager
Jimmy Rowe, Planning Director
Kaye Scott, Finance Director
Jeff Stewart, Police Chief
Betsy Rosemann, Travel & Tourism Director
Karen Brashear, Public Utilities Director
Scott Barnard, Parks & Recreation Director
Felicia Brown, Parks & Recreation
Marty Anderson, City Engineer
Allen Anderson, Chief Building Inspector
Julie Metz, DGDC Director
Chief Jeff Stewart, Police Department
Jose Martinez, Public Works Director
Glenn Barwick, Citizen
Lonnie Casey, Citizen
Matt Caulder, Goldsboro News-Argus

Call to Order. The meeting was called to order by Mayor King at 5:00 p.m.

Invocation. Councilmember Williams provided the invocation.

Cover Agenda. Each item on the cover agenda was generally discussed. Items with additional comments included the following:

Item K. Alley Closing – Hogan's Alley running from West Spruce Street to West Chestnut Street between South Carolina Street and South Virginia Street. Upon motion of Councilmember Allen, seconded by Mayor Pro Tem Broadaway and unanimously carried, Item K. Alley Closing was removed from the Consent Agenda and placed under Items Requiring Individual Action.

Item G. Site Plan Modification – North Plaza Shopping Center. Councilmember Allen stated he felt if they want to put up another sign they should have to take one down. Upon motion of Councilmember Allen, seconded by Councilmember Goodman and unanimously carried, Council removed Item G. Site Plan Modification – North Plaza Shopping Center from the Consent Agenda and placed it under Items Requiring Individual Action.

Item H. Site Plan Revision – Precision Plumbing. Council discussed the parking lot and storage of items.

Item I. Site and Landscape Plans – Wayne County Public Schools (Addition of Modular Unit). Councilmember Allen expressed concerns over how the modular unit's

esthetics might affect the neighborhood. He asked if the modular unit could be moved back. Mr. Stevens questioned whether it could be moved back to match the overhang of the existing building. Councilmember Aycock asked if there would be any landscaping and Mr. Rowe replied there would be some landscaping around the modular unit and the addition of two (2) street trees.

Upon motion of Councilmember Allen, seconded by Councilmember Aycock and unanimously carried, Council removed Item I. Site and Landscape Plans – Wayne County Public Schools from the Consent Agenda. Councilmember Aycock stated they are not opposed to Edgewood and understand the importance of what that school does but would like the Board of Education to realize the school is located in a neighborhood and people have property values.

Item J. Site and Landscape Plan – J.M. Fields Apartments. Councilmember Allen asked how they could make sure this was not a boarding house. Councilmember Goodman stated he knows Ms. Fields and she has shared it is for transitional housing. Councilmember Goodman stated if she says she is going to do something she does it. Mr. Rowe stated staff could do parking surveys.

Item P. Adoption of a Resolution Supporting Participation in a Joint Land Use Study (JLUS) Program for Seymour Johnson Air Force Base. Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Williams and unanimously carried, Council appointed Councilmember Chuck Allen to serve on the JLUS Policy Committee.

Item Q. Adoption of Conceptual Master Plans: Mina Weil Park, Herman Park and Herman Park Center. Councilmember Aycock shared when his kids were small the biggest problem in Herman Park was pushing the stroller in sand and asked if the Master Plan addressed that problem. Mr. Barnard stated Herman Park the sand has been replaced with engineered wood chips but yes the Master Plan suggests recreating a pedestrian entrance. Councilmember Allen stated he would like to more time to look over the plans and asked for a hard copy.

Upon motion of Councilmember Allen, seconded by Councilmember Williams and unanimously carried, Council pulled Item Q. Adoption of Conceptual Master Plans: Mina Weil Park, Herman Park and Herman Park Center from the agenda and deferred action to a later date to allow additional time to review the plans.

Item K. Alley Closing – Hogan's Alley running from West Spruce Street to West Chestnut Street between South Carolina Street and South Virginia Street. Upon motion of Mayor Pro Tem Broadway, seconded by Councilmember Allen and unanimously carried, Council excused Councilmember Headen from Item K. due to a conflict of interest.

Councilmember Headen left the room at 5:59 p.m. Mr. Rowe reviewed the item. Councilmember Headen returned at 6:00 p.m.

Additional items discussed included the following:

Eastern Region Trust Fund. There are funds available for Wayne County to borrow through the Easter Region Trust Fund. In order to borrow this money the County must present a detailed description of each potential economic development project. The County has invited interested municipalities within Wayne County to come to the Wayne County Board of Commissioners Work Session on February 4, 2014 to present their project. Ms. Kaye Scott shared the following information:

<u>Economic Development Loans</u>

1. NC State Grant for Economic Development is being given to the Counties to loan to municipalities for economic development projects.
2. Each County will be receiving $575,000 to loan but counties that do not wish to participate can their portion to other counties to loan
3. Counties will set the interest rate for the 5 year loan payback. Wayne County has not set their rate yet. There will be a 1% loan origination fee.
4. Two potential projects for Goldsboro:
    a. Berkeley Boulevard Widening Project
        - Utility and Gas Line Relocations - $100,000

($75,000 – Gas Line/$23,700 – Utility Lines (Duke))
- Complete Right-a-Way Acquisitions with legal costs - $125,000
- Completion of Berkeley Blvd Sidewalks - $82,000
- Water/Sewer Lines - $142,000
  Total $450,000

b. Streetscape Engineering Services
- Engineering and Design Services for the Streetscape Phase II Project. These funds have been allocated and reimbursement resolutions were adopted so that funds would be reimbursed to the City once financing is secured.
  Total $475,000

Ms. Scott stated if Council is interested in the City pursuing this loan with the county, staff would need to present the project/projects to the County Commissioners for approval. Mr. Stevens stated the loans require no collateral. Council expressed interest. Mr. Stevens stated staff will present the projects to the Commissioners and will follow-up with Council.

Developer's Event. Ms. Angel Wight-Lanier shared information regarding a developer's tour scheduled for February 19, 2014 to view potential, specified development sites in and around the downtown area. These sites have been chosen due to their availability and ability to meet the needs and interests to strengthen residential development in the downtown area. Ms. Wright-Lanier invited Council to be a part of the Developer's Reception at DGDC's Board Room at 6:30 p.m. to 8:00 p.m. Councilmember Chuck Allen stated staff did a great job on the package that was sent out to developers.

Main Street Conference. Ms. Metz stated the Main Street Conference has been rescheduled to March 31st and April 1st. She stated she would be sending the details out tomorrow.

There being no further business, the work session adjourned at 6:13 p.m.

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on February 3, 2014 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Bill Broadaway
Councilmember Michael Headen
Councilmember William Goodman
Councilmember Charles J. Williams, Sr.
Councilmember Chuck Allen
Councilmember Gene Aycock

The meeting was called to order by Mayor King.

The invocation was given by Councilmember Williams. The pledge to the Flag followed.

Approval of Minutes. Approved. Upon motion of Councilmember Headen, seconded by Councilmember Goodman and unanimously carried, Council approved the Work Session and Regular Meeting Minutes of December 16, 2013 as submitted.

Public Comment Period. Mayor King opened the public comment period. The following person spoke.

1. Rick Sessions, 305 Lois Place, stated he is in favor of the Parks and Recreational Facilities Bond. He stated he particularly looks forward to the development of greenways in the City, which he thinks would be a great quality of life enhancement to our community and would definitely be utilized. Thus he stated he supports the

adoption of the Parks and Recreational Facilities Bond and Special Referendum. He stated he hopes the referendum will pass once it is voted on. Thank you.

Mayor King stated we have an opportunity later to discuss the bond issue.

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

Response to Recent Inclement Weather Event. Mr. Stevens stated the sleet and snow last week was a reason to stay home. As the storm came in last Tuesday afternoon, most people wanted to get home and we thank them for doing that and for staying in. Many of our employees were not given that option, we needed them to be prepared to respond to routine calls and problems created by the storm. He stated when he talked to employees who were out Wednesday and Thursday, they were generally in good spirits to be serving the community and he is very proud of that. Mr. Stevens stated he would like to congratulate our staff on their preparations and response. He stated throughout most departments, staff watched the weather forecasts, did preparations based on those forecasts, spoke to counter parts across departments, which speaks well of those speaking to other departments and they helped one another through the adverse weather. We did bring in extra firefighters to provide quick response crews, our police crews relayed trouble spots, and Parks & Recreation staff provided manpower and equipment to remove snow sidewalks and parking lots at city facilities. He stated our Public Works department worked throughout the night monitoring conditions calling staff in early on Wednesday morning to begin plowing our city streets. Mr. Stevens asked the Public Works Director to share some of what he saw with his first snow event in the City and to recognize a few of our employees that really worked beyond their normal duty hours.

Mr. Jose Martinez stated there is a saying he loves that a good leader is one who surrounds themself with great personnel and has sense enough to stay out of their way. Mr. Martinez introduced James Chester, Garage Superintendent and Doug Henricksen, a newly appointed Streets and Storms Supervisor. He stated these people did phenomenal; Doug and the rest of the Streets and Storms Superintendents came up with a game plan and James was our support. We had seven (7) individuals come in with a mechanic and they stayed overnight salting and sanding the roads. The rest came in around 4:00 a.m. and they hit the roads plowing. Mr. Martinez thanked the Police Department, Parks & Recreation and Fire Department for their assistance during this storm. He stated it was very much a team effort across the City. Mr. Martinez stated he really wanted to give credit where it was due and the front line workers did an exceptional job from the beginning to today where there is nothing left on the roads.

Councilmember Headen stated he felt these gentlemen deserved a round of applause. Everyone applauded.

Mr. Henricksen stated he would like to publically thank James Chester and his staff for their diligence; without them we could not have got done what we got done.

Mayor King stated he brags about our City staff all the time and this is proof. He stated he believes the City staff to be the best right across the board and would not trade them for any in the State.

Public Hearing for the $18,900,000 Bond Order; Adoption of the $18,900,000 Parks and Recreational Facilities Bond; and Adoption of the Resolution Calling a Special Referendum for May 6, 2014. Public Hearing Held. The Goldsboro City Council is considering the authorization of $18,900,000 of Parks and Recreational Facilities Bonds for the purpose of financing needed public improvements. The notice of the public hearing was published in the Goldsboro News Argus on January 9, 2014 for the order authorizing the $18,900,000 Parks and Recreation Facilities Bonds.

The following proceedings must be approved by the City Council in order to move forward with the May 6, 2014 bond referendum.

1. Hold the Public Hearing for the $18,900,000 Parks and Recreational Facilities Bonds on February 3, 2014.

2. Council adopts the "Order Authorizing $18,900,000 Parks and Recreational Facilities Bonds".

3. Adopt the resolution authorizing the calling of a Special Referendum on May 6, 2014 for the $18,900,000 Parks and Recreational Facilities Bonds.

Mayor King opened the public hearing and the following people spoke:

1. Mary Rhoe, 706 Robinson Place, Goldsboro, stated she is against the bond issue. She stated she tries to keep up with all the reading she sees in the paper in reference to the bond issue and WA Foster. She stated every piece of information she has seen it had WA Foster on it. She stated at one time there were funds for WA Foster, so she does not know why WA Foster is always in a package deal. She stated it is probably in there because you want to lump it in and get something else going with it. If you are concerned about WA Foster, it should have been by itself with the funds you already had for it. She stated she is a single head of house and is not able to pay no more taxes. She stated if that bond issue passes the city employees and residents will have to pay more for taxes, so she is not for no bond issue coming up in May. Ms. Rhoe stated she will tell everyone she knows to vote against the bond issue.

2. Berkeley Perkins, 2606 Pine Needles Road, Goldsboro, stated he would like to speak against the bond referendum. He stated he is not opposed to the recreational facilities, just opposed to how we are proposing to pay for them. He stated he thinks we are doing it all on the backs of the citizens of Goldsboro but thinks there will be some shared benefits with it. If you have a sports complex out beside Seymour Johnson, he is totally for it, totally supportive of Seymour Johnson but thinks there will be some other citizens that will reap benefits from Seymour Johnson continuing to be here. He stated he is talking about Wayne County citizens that will benefit from having Herman Park upgraded and he does not see why the County couldn't participate. Mr. Perkins stated he just thinks it's wrong to put it all on the backs of the citizens of Goldsboro and maybe we should reconsider. He stated if he read the news article correctly, it said once the bond past, we would start looking for other funds and grants, why don't we start looking for some funds and grants before we have a bond referendum for $18 million. Mr. Perkins stated he is for the recreational facilities and for anything that advances our relationship with Seymour Johnson Air Force Base but he thinks we are looking at putting it all on the backs of the citizens of Goldsboro and does not know why we could spread the expenses.

3. Bob Hawkins, 400 S. Claiborne Street, stated he is against an increase in taxes concerning the situation with the parks. He stated he has been down here from Kentucky since 1959 and Goldsboro's tennis team has practice facilities at the park like they are now. He stated he feels since we are concerned with pinching pennies and raising money for things like that, let the responsibilities fall on the Board of Education in providing some space that's available on the campuses of city schools. Most of you know that Goldsboro High School is the only school in Wayne County that does not have a vocational curriculum. Last week in the newspaper, Wayne Community College is providing vocational courses that would include ages 16, 17 and 18 year olds where the students at Goldsboro High School do not have that probability. He stated we are talking about bringing industries here. Until the quality of education systems in Wayne County improves tremendously, we will miss them, they will not come.

4. Carol Sessions, 305 Lois Place, stated she is in support of the bond issue for recreational facilities and greenways. She stated she thinks it will improve economic development in our area, bring recreation to our community, it can help connect the Mountain to the Sea Trail and we are also perfectly situated for the east coast greenways to come through our area which can bring some economic development here. She stated as a dietician in Wayne County for 30 years there is a great need with our youth and all walks of life for better health. We are very high in diabetes for this area, strokes and heart attacks. She stated she is for the bond issue.

5. Rick Sessions, 305 Lois Place, stated he would just like to reiterate his support for the bond issue for recreational facilities and refer the committee to his earlier comments.

6. Willie Battle, 120 Kelly Court, Goldsboro stated he is against the bond referendum. Mr. Battle stated speaking for some they strongly disapprove of having WA Foster in their area and would suggest keeping it in the area where it is and buy connecting properties. He stated there are 3 houses on Leslie, a beautician shop on Beal Street and the cleaner would be enough to accommodate WA Foster. He stated as it is written in the newspaper, it does not state it is concrete and we still do not know if it is going to happen. He stated if there are monies to be spent, where would the first project take place at, would it be at the park or would it be WA Foster. He stated if you say $3 to $6 million there but the greenways could exceed what we are talking about all together. DO you have an open finance where you could go back and borrow some more money without permission if this got approved? It is on the citizens. He stated he is paying $1,000 and you are talking about adding 3% what about those who have double or triple the property and theirs goes up some of them may have to sell their house. A lot of senior citizens just can't see that. He stated we need to ask for the grant money first. Mr. Battle stated if WA Foster is being used to get the money then we definitely do not want it. He stated now Goldsboro High's name has popped up and why use totally black populated areas. Mr. Battle stated he thinks it is a bad scene.

7. Clarence Rhodes, 106 Harding Place, Goldsboro stated we are talking about $18.9 million for buildings but we have not talked about staffing. He stated he would like to know where that money would come from and would that be another tax increase down the road.

8. John Ankeney, 126 Meadowlark Road, Goldsboro stated this is a new issue for him. He stated he is out in the County and he is just hearing about this. He stated he would like Council to think about the new bypass around Goldsboro. What kind of effect wills that have on business taxes and will there be enough revenue with lost sales to cover these taxes. He stated he has talked to a few business men and they are concerned what will happen to their business when you route people around Goldsboro instead of them coming though. He stated that is just something to think about.

No one else spoke and the public hearing was closed.

Upon motion of Councilmember Allen, seconded by Mayor Pro Tem Bill Broadaway and unanimously carried, Council approved the "Order Authorizing $18,900,000 Parks and Recreational Facilities Bonds" and adopted the following entitled resolution calling for a Special Bond Referendum on May 6, 2014 for the $18,900,000 Parks and Recreational Facilities Bonds.

RESOLUTION NO. 2014-12 "RESOLUTION CALLING A SPECIAL BOND REFERENDUM"

Consent Agenda - Approved as Recommended. City Manager, Scott A. Stevens, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Stevens reminded Council Item G. Site Plan Modification – North Plaza Shopping Center, Item I. Site and Landscape Plans – Wayne County Public Schools and Item K. Alley Closing – Hogan's Alley running from West Spruce Street to West Chestnut Street between South Carolina Street and South Virginia Street were removed from the Consent Agenda during the Work Session and placed under Items Requiring Individual Action. Councilmember Headen moved the items on the Consent Agenda, Items C, D, E, F, H, J, L, M, N, O and P be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Allen, and a roll call vote resulted in all members voting in the affirmative. Mayor King declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

Budget Amendment – Access Fence Project and US Tennis Association Reimbursement. Ordinance Adopted. During the first six months of the fiscal year, there have been several items that the City received as reimbursements for expenses incurred.

There are several departments that need to have funds allocated for FY 2013-14.

1. The Public Works Department has been working on the controlled access fence project along Highway 70. The steel fence from this first phase was sold and received $6,190. These funds will be used to continue the next phase of this project.

2. The Travel and Tourism Division partnered with the U.S. Tennis Association in organizing a players' social as part of the tennis tournament that was held in Goldsboro in October 2013. The USTA agreed to reimburse the City for all expenses incurred with this event, which was $14,326.85.

It is recommended that the following entitled budget ordinance be adopted appropriating the additional revenue and expenditures. Consent Agenda Approval. Headen/Allen (7 Ayes)

ORDINANCE NO. 2014-5 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-2014 FISCAL YEAR"

Informal Bid Request #2014-001- Abatement and Demolition of Condemned Properties. Bid Accepted. On Monday, January 27, 2014, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 13 condemned residential properties listed below:

1. 1404 Crepe Myrtle Street
2. 1406 Crepe Myrtle Street
3. 1314 N. Carolina Street
4. 1316 N. Carolina Street
5. 912 E. Elm Street
6. 1002 Fourth Street
7. 204 W. Hooks River Road
8. 1010 N. James Street
9. 200 N. Carolina Street
10. 204 E. Pine Street
11. 923 Seaboard Street
12. 706 N. Virginia Street
13. 710 Pou Street

A bid tabulation sheet is available.

Each bid submittal must include the bid sheet, bid bond, minority business and e-verify forms. The two low bids were disqualified from consideration for not submitting the bid bond with their proposal. The next low bid was from Rick Bostic Construction and Demolition, Inc., Kinston, N.C. in the amount of $88,825. The current fiscal year's budget has sufficient funding for abatement and demolition for these 13 locations.

Staff recommended Council accept the bid of $88,825 from Rick Bostic Construction and Demolition, Inc. in the amount of $88,825 for the abatement and demolition of the condemned residential properties. Consent Agenda Approval. Headen/Allen (7 Ayes)

Downtown Segway. Ordinance Adopted. Approximately six (6) years ago, the Downtown Development Office purchased a Segway personal transportation vehicle for the Police Department's operation in the downtown area. The purchase utilized Municipal Service Tax District funds and thus was intended for operation within this District's boundaries. The approximate acquisition cost was $8,500.

At a recent Merchant's Association meeting, the twenty-five merchants in attendance expressed strong support for its continued operation. They like the sense of safety it provides, the increased visual presence that the elevated vehicle provides the police officers and the general nuance the Segway offers related to its uniqueness for downtown.

The Segway vehicle has been out of operation for several months due to needed maintenance. Upon research, it was found we could ship it to the manufacturer for a complete diagnosis but, at

a minimum, the cost will be $1,500 due to the displayed diagnosis code indicating a needed part replacement. The vehicle also needs new tires.

Upon discussion with the Police Department, we feel the best approach to expedite its repairs and operation is to ship the vehicle to the manufacturer, request a diagnosis and make repairs if less than $3,000. If the repairs exceed $3,000, we will ask the manufacturer to retain the vehicle.

This is an eligible expense to be supported with Municipal Service District funds. However, since this project was not budgeted for the 2013-14 fiscal year, we request a re-appropriation of the MSD fund balance to support the maintenance in a not-to-exceed amount of $3,000. In the meantime, the Police Department is researching new Segway models including amenity options suited for their use and prices.

Staff recommended Council adopt the following entitled budget ordinance reducing the Municipal Service District unappropriated fund balance in the amount of $3,000 to repair necessary Segway parts for its continued use downtown. Consent Agenda Approval. Headen/Allen (7 Ayes)

ORDINANCE NO. 2014-6 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-2014 FISCAL YEAR"

Site Plan Modification – A/K Grading. Approved. The property is located on the east side of North William Street between the west-bound off-ramp for US 70 and the US 70 Service Road. The property is triangular in shape and is zoned General Business.

The site contains approximately 0.5 acres.

There is an existing building on the site which currently houses four separate units which were previously utilized for offices and beauty/barber shops.

Access to the site is provided through a driveway on North William Street and a driveway on the US 70 Service Road.

The new owner, Jimmy Kornegay, proposes upgrading the site by cleaning the surrounding grassed areas which have tended to be unsightly as they were located within NCDOT right-of-way. He has spoken with DOT about piping the drainage ditch along the service road and hopes to remove the fencing to allow for easier maintenance of grassed areas in the future.

The applicant also proposes installation of porticos over the four entrances to the units in the building. Each portico will extend a depth of 5 ft. from the building.

The required front yard setback for the building is 20 ft. Addition of the porticos for the two units which face William Street will result in the setback being reduced from 20 ft. to 14 ft. for the northernmost unit and from 20 ft. to 16 ft. for the southernmost unit. A modification of the front yard setback requirement has been requested.

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the site plan modification with the requested modification.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site plan modification for A/K Grading with a modification of the front yard setback from 20 ft. to 16 ft. and 14 ft. in order to accommodate the construction of porticos. Consent Agenda Approval. Headen/Allen (7 Ayes)

Site Plan Revision – Precision Plumbing (Addition of Parking Lot). Approved. The property is located on the north side of Fedelon Trail between North William Street and Salem Church Road. The site contains 3.47 acres and is zoned I-2 General Industry.

The site is occupied by two lots containing four mini-storage buildings, one of which houses the office for Precision Plumbing. Both lots are owned by one company.

Existing paved parking is provided at the front of the two westernmost buildings and contains a total of eleven standard parking spaces. Existing landscaping is provided at the front of the site and along the eastern side of the parking lot.

Areas around all four mini-storage buildings are graveled.

The applicant proposes construction of a new parking area to be located on vacant land which exists in between the two pairs of mini-storage buildings.

This new area would allow for a total of 19 additional parking spaces which includes one designated handicapped space. A gated walkway from the existing parking lot to the west would be provided.

One new curb cut is proposed on Fedelon Trail which has been reviewed and approved by NCDOT.

Additional plant material is proposed including a total of 34 Leland Cypress trees at the front and along the eastern line of the new parking area which will serve to screen the view of this area. An existing pecan tree would remain within a parking island and bordered with new Boxwood shrubs. A six-ft. tall chain link fence will provide security around the new parking area.

The applicant has requested a modification to allow the new parking area to be graveled rather than paved due to the fact that it is being constructed to house commercial work trucks and heavy equipment associated with Precision Plumbing in a secured area adjacent to their office facility.

In addition, a modification of the City's interconnectivity requirement has been requested to the east and west for security reasons. As indicated previously, a gated walkway is proposed to the west which will provide access for workers entering the office facility after parking.

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the site plan revision with the requested modifications.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site plan revision for Precision Plumbing with the following modifications.

1. Modification to allow the new parking area to be graveled; and
2. Modification of interconnectivity to the east and west. Consent Agenda Approval. Headen/Allen (7 Ayes)

Site and Landscape Plan – J.M. Fields Apartments. Approved. The property is located on the northwest corner of Olivia Lane and Poplar Street.

Frontage: 252.15 ft. (on Olivia Lane)
64.82 ft. (on Poplar Street)
Area: 1.15 Acres
Zoning: R-6 Residential

The site contains an existing one-story brick building which was previously utilized as six apartment units. The building has been unoccupied for some time and the applicant now proposes upgrading the site to meet City requirements and to, once again, utilize the six apartment units for rental purposes.

A site plan for this apartment complex was approved by the City Council on March 1, 2010 with the following modifications.

1. Side yard setback from 20 ft. to 10 ft. for that portion of the property line immediately adjacent to the building at the rear;
2. Reduction of buffer adjacent to residentially zoned or development property from 20 ft. wide to 15 ft. wide;
3. Modification to allow solid 6 ft. tall wooden privacy fence to serve as the buffer to the rear of the building.

Initially a total of 12 parking spaces were shown on the approved plans. The applicant has now requested a modification of the number of parking spaces provided from 12 spaces (2 per unit) to 8 spaces and an 18-month waiver of paving the parking area. The applicant contends that the units, which contain only 750 sq. ft. each, will allow for occupancy by only one tenant. In addition, it was noted that the complex will provide short-term (up to two years) transitional housing for persons referred through the Salvation Army or Eastpointe. While two bedrooms are provided, one of those bedrooms will be utilized for office space for the tenants.

Two of the proposed 8 spaces will be installed separately on the west side of the building which will serve one unit which fronts on Poplar Street. One curb cut on Poplar Street will provide access to those spaces. The remaining six spaces will be accessed through a curb cut on Olivia Lane. A four ft. wide interior concrete sidewalk will extend from five of the apartment units to the parking area.

Five street trees will be installed along the frontages including one Red Maple, two Green Ash and one Deodar Cedar. There are two existing street trees which will remain to meet the City's street tree requirement.

The Vehicular Surface Buffer will include fourteen Chinese Holly shrubs.

The applicant had previously proposed paying a fee in lieu of sidewalk installation at the rate of $15 per linear ft. for a total fee of $4,080. Due to financial constraints, the applicant has now requested a modification of the sidewalk installation and fee in lieu requirement.

The following modifications have now been requested in conjunction with this revised site plan.

1. Modification of required parking spaces from 12 spaces (2 per unit) to 8 spaces;

2. Waiver of paving requirement for 18 months; and

3. Modification of the sidewalk installation and fee in lieu payment.

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the site and landscape plan with the requested modifications subject to indication on the site plan that the units will be single-occupancy to insure that adequate parking is provided for property.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site and landscape plan with the following modifications:

1. Modification of required parking spaces from 12 spaces (2 per unit) to 8 spaces;

2. Waiver of paving requirement for 18 months; and

3. Modification of the sidewalk installation and fee in lieu payment.

subject to the indication on the site plan that the units will be single-occupancy in order to insure that adequate parking is provided for the units. Consent Agenda Approval. Headen/Allen (7 Ayes)

Z-1-14 Robert C. Jackson – Southeast corner of Patetown Road and Tommy's Road (R-20A Residential to Office and Institutional-1 Conditional District). Ordinance Adopted. The property is located on the southeast corner of Patetown Road and Tommy's Road. The Wayne County Tax Identification No. is 3610-19-2859. The property has a frontage of 820 ft. on Patetown Road, a frontage of 2,325 ft. on Tommy's Road and a total area of approximately 53.1 acres. The present zoning classification is R-20A Residential. The proposed zoning classification is Office and Institutional-1 Conditional District to allow the phased development of a public charter school campus.

The property is currently vacant and was most recently utilized for residential and farmland.

The requested O&I-1 Conditional District zone would limit the use of the property to the phased development of a public charter school campus.

The City's updated Land Use Plan recommends Medium Density Residential development for this property.

Neither City water nor sanitary sewer is available to serve the subject property. Water and sewer lines extend to a point approximately 700 ft. south of the property along Patetown Road.

The Conditional District zone requires that all development plans be approved by the Planning Commission and City Council. The applicant has submitted a conceptual plan which indicates a 4-phase school development.

Phase 1 of the development would consist of modular units to serve as temporary elementary classrooms and administrative offices. In addition a modular unit for Pre-K classrooms is permanently proposed. Occupancy is proposed in July of 2014.

Phase 2 proposes the construction of permanent elementary classroom buildings and a student union with occupancy proposed in July, 2015.

Phase 3 proposes construction of a permanent building and related site improvements for the middle school for proposed occupancy in July, 2016.

Phase 4 proposes possible future construction of a permanent building and related site improvements for high school students with proposed occupancy in 2017 or later. It is noted that the Phase 4 construction is not currently covered by the charter for the overall school project.

Along with new construction, other improvements, including parking lots, play area, football and track field, baseball field, tennis courts and a soccer field are shown on the plans with no specific schedule for construction. Locations for these amenities along with stormwater ponds may change.

Prior to any construction taking place on the site, detailed development plans will be required to be approved by the Planning Commission and City Council. At that time, more specific information will be available for review including driveway access, buffers and parking layout.

At the public hearing held on January 21, 2014, six people appeared and spoke in favor of the request. No one appeared in opposition.

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the zoning change and the conceptual plans detailing the development.

Staff recommended Council accept the recommendation of the Planning Commission and:

1. Adopt an Ordinance changing the zoning for the property from R-20A Residential to Office and Institutional-1 Conditional District limiting the use of the property to the phased development of a public charter school campus. Although not entirely compliant with the City's Comprehensive Plan, the requested zone would be consistent with existing zoning patterns in the area and will be compatible with adjacent residential zones and uses.
2. Approve the submitted conceptual plan with more detailed plans to be approved by the Planning Commission and City Council prior to development. Consent Agenda Approval. Headen/Allen (7 Ayes)

ORDINANCE NO. 2014-8 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

Utility Relocation Agreement between the City of Goldsboro and Duke Energy Progress. Ordinance Adopted. Resolution Adopted. In conjunction with the Berkeley Boulevard widening project, City staff requested Duke Energy submit estimated costs required to

relocate distribution facilities to accommodate the widening and improvements on Berkeley Boulevard.

Duke Energy submitted an estimate based on cost of labor, construction overhead, materials, supplies, handling charges, transportation and equipment, rights of way, preliminary engineering, and construction engineering. The total estimated cost submitted is not to exceed the amount of $23,703.22.

We have reviewed the financing of this project with the Finance Director and determined that a budget ordinance is required for the relocation of distribution facilities owned by Duke Energy on Berkeley Boulevard.

Staff recommended Council adopt the following entitled Budget Ordinance decreasing the fund balance of the general fund by $23,703.22 and adopt the following entitled Resolution authorizing the City Manager to execute an agreement between the City of Goldsboro and Duke Energy Progress for an amount not to exceed $23,703.22 for relocation of facilities in conflict with the Berkeley Boulevard widening project. Consent Agenda Approval. Headen/Allen (7 Ayes)

ORDINANCE NO. 2014-9 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-2014 FISCAL YEAR"

RESOLUTION NO. 2014-13 "RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOLDSBORO & DUKE ENERGY FOR THE RELOCATION OF FACILITIES ON BERKELEY BOULEVARD"

Adoption of the 2012 Local Water Supply Plan. Resolution Adopted. The State of North Carolina requires public water systems to submit a Local Water Supply Plan (LWSP) at least once every five years. After the State reviews the LWSP and verifies that it meets State criteria, it requires the elected officials for the water system to adopt the Plan.

In the past, the City Council has adopted four previous Local Water Supply Plans (1992, 1997, 2002, 2007). The State has recently completed its review of Goldsboro's 2012 Local Water Supply Plan and sent a letter on January 2, 2014 stating that the City's Plan meets the minimum criteria established in North Carolina General Statute 143-355 (l).

The NC DENR Division of Water Resources Section requests that the City Council to adopt the 2012 Local Water Supply Plan by Resolution.

Staff recommended City Council approve the following entitled Resolution adopting the 2012 Local Water Supply Plan. This Resolution will be in full force and effect from and after the 3rd day of February 2014. Headen/Allen (7 Ayes)

RESOLUTION 2014-14 "RESOLUTION FOR APPROVING THE 2012 LOCAL WATER SUPPLY PLAN"

Adoption of a Supplement to the Code of Ordinance of Goldsboro, North Carolina. Ordinance Adopted. In 1990, an agreement was reached between the North Carolina League of Municipalities and the City of Goldsboro to engage American Legal Publishing Company to revise the Code of Ordinances of Goldsboro. The revised Code was published in 1995.

The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-35 Supplement. This Supplement contains all Ordinances of a general nature enacted since S-34 Code of Ordinances dated June 17, 2013.

Staff recommended Council adopt the following entitled Ordinance enacting and adopting the 2013 S-35 Supplement to the Code of Ordinance of the City of Goldsboro. Consent Agenda Approval. Headen/Allen (7 Ayes)

ORDINANCE NO. 2014-10 “AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA”

A Resolution Supporting Participation In a Joint Land Use Study (JLUS) Program For Seymour Johnson Air Force Base (SJAFB). Resolution Adopted. The Joint Land Use Study (JLUS) Program managed by the Office of Economic Adjustment (OEA) of the Department of Defense (DoD) is an initiative to provide grants to state and local governments to participate with military departments in open continuous dialogue to develop strategies to support long-term sustainability and operations of military missions.

The JLUS is also intended to be used as a comprehensive strategic plan including specific implementation actions to address and prevent incompatible civilian development that may impair the operational utility of military missions or available resources related to such missions.

Incompatible development of land close to a military installation can adversely affect the ability of such an installation to carry out its mission and many military installations depend on low altitude aviation training, which could be adversely affected by development.

Staff recommended City Council adopt the following entitled Resolution supporting participation in a Joint Land Use Study (JLUS) Program for Seymour Johnson Air Force Base and appoint Jimmy Rowe, Planning Director to the JLUS Technical Working Group. Council appointed Councilmember Chuck Allen to the JLUS Policy Committee to serve during the work session. Consent Agenda Approval. Headen/Allen (7 Ayes)

RESOLUTION NO. 2014-11“A RESOLUTION SUPPORTING PARTICIPATION IN A JOINT LAND USE STUDY (JLUS) PROGRAM FOR SEYMOUR JOHNSON AIR FORCE BASE (SJAFB)

End of Consent Agenda.

Site Plan Modification – North Plaza Shopping Center. The subject property is located on the west side of Spence Avenue between Royall Avenue and U.S. Highway 70 East and is across Spence Avenue from Wal-Mart.

The existing shopping center was approved by the Board of Alderman on February 21, 1983 and contained a total area of 40,102 sq. ft. On June 7, 1993 the City Council approved a 60 ft. by 162 ft. addition on the southern end of the building (towards Royall Avenue).

At that time, the shopping center was permitted by code to erect a 25 ft. high, 200 sq. ft. identification sign which had to maintain a 20 ft. setback from the property line. The existing freestanding sign is located on the northern side of the property near Highway 70, adjacent to the off-ramp.

The applicant contends that the sign is located on property currently owned by Bojangles and not the shopping center. Staff contends that the sign, even though not located on property owned by the shopping center, serves as an identification sign for the shopping center.

Now the owners of North Plaza Shopping Center wish to install a new 200 sq. ft., 25 ft. high freestanding identification sign in the median of the private drive off of Spence Avenue between the site under construction for Sheetz and Bojangles.

The City’s UDO states that one freestanding sign shall be permitted for shopping center identification whose size shall be limited to two hundred (200) square ft. and shall not exceed 25 ft. in height.

If the building has two street frontages exceeding 500 linear feet in length each, one additional freestanding sign not exceeding 100 sq. ft. will be permitted, provided the total number of freestanding identification signs does not exceed two and the total allowable area is not exceeded. Such signs shall be a minimum of 500 ft. apart as measured along the public street.

North Plaza Shopping Center has a frontage 577.76 ft. along Highway 70 and a frontage of only 50.07 ft. along Spence Avenue which does not meet the 500 ft. frontage requirement to allow two signs.

Therefore, a modification of the 500 linear feet of street frontage requirement for two freestanding sign in the Shopping Center zoning district has been requested.

In addition, the applicant is also requesting a modification of the requirement that the additional freestanding sign not exceed 100 feet in area. As mentioned earlier, the applicant wants to install an additional 200 sq. ft. freestanding sign.

The Planning Commission, at their meeting held on October 28, 2013, deferred action on this request and asked that the attorney handling the matter investigate the ownership of the existing identification sign on the north side of the property.

The applicant's attorney, Mr. Will Spicer, has submitted the following information regarding the existing sign:

"I was asked to obtain information relating to the ownership of the existing sign that runs parallel to Highway 70 for the purpose of determining whether Ollie's/Kamin Realty would be allowed to place an additional sign on Spence Avenue.

No one seems to know who owns the existing sign. There is no documentation allowing Ollie's to put the sign there, but Ollie's does maintain the sign, evidently with the implied permission of Bojangle's. It is our opinion that Bojangle's can tear the sign down at any time and for any reason and Ollie's would have no legal recourse."

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the modification of the 500 linear feet of street frontage requirement for two freestanding signs. They did not approve the modification which would allow an additional 200 sq. ft. sign. If another sign is installed, it will be limited to 100 sq. ft. in area.

Upon motion of Councilmember Allen, seconded by Councilmember Williams and unanimously carried, Council agreed to offer sign for sign to be fair to other businesses, if a new sign is installed, the old sign has to be removed.

Site and Landscape Plans – Wayne County Public Schools (Addition of Modular Unit). Deferred Action. The property is located on the east side of Jefferson Avenue between Peachtree and Rose Street.

Frontage: 328.54 ft. (on Jefferson Avenue)
Frontage: 549.23 ft. (on Peachtree Street)
Frontage: 565.76 ft. (on Rose Street)
Frontage: 328.12 ft. (on Madison Avenue)
Area: 183,042.33 sq. ft. or 4.20 acres
Zoning: Office and Institutional

There is currently an existing modular unit that was placed on the campus in May, 2009 that is being used for classrooms.

The Wayne County Public School Board has proposed the placement of an 11,830 sq. ft. modular building which will be used as additional classrooms for Edgewood Community Development School.

There has been a dramatic increase in enrollment at this school which has facilitated the need for additional classrooms. The proposed modular will be located within an existing fenced in area at the rear of the school. No additional staff we be added as a result of the additional classrooms.

Since the proposed modular addition will not exceed fifty percent of the cost of the original building or parking area, collectively or separately, a retrofit of the entire site to meet landscape requirements is not required.

Hours of Operation: 7:30 a.m. to 5:00 p.m. (Mon.-Fri.)

No. of Employees: 96
Refuse Collection: To be provided by private carrier;

A total of 31parking spaces are required for this site based on one (1) space per classroom or one (1) space per five (5) seats in the main assembly area, whichever is greater.

Currently, there are a total of 25 paved parking spaces which includes one (1) handicapped parking space. A modification of the required parking from 31 spaces to 25 spaces is requested. School officials have indicated that they have an agreement with the Church across Peachtree Street to allow parking within their lot by teachers at Edgewood School.

Staff will require extensive foundation plantings around the modular unit. Two street trees will be required along Peachtree Street.

Stormwater calculations are not required since less than half an acre is to be disturbed.

Upon motion of Councilmember Allen, seconded by Councilmember Headen, Council deferred action to allow time for staff to discuss esthetics with the School Board.

Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Williams, Council excused Councilmember Headen from voting on Item K. Alley Closing due to a conflict of interest.

Councilmember Headen was excused and left the room at 7:29 p.m.

Alley Closing – Hogan's Alley running from West Spruce Street to West Chestnut Street between South Carolina Street and South Virginia Street. Ordinance Adopted. The alley petitioned for closing runs for a distance of approximately 433 ft. and has a right-of-way width of 20 ft. It is not open or improved.

Due to the fact that this alley does not serve as a principal means of access for any of the adjacent properties, staff has initiated its closing.

If closed, ownership of half the alley width would be transferred to the adjacent owners.

The petitioned alley closing was forwarded to the Fire, Police, Engineering and Public Works Departments for their review. No concerns have been received.

At the public hearing held on January 21, 2014, no one appeared to speak either for or against this petition.

The Planning Commission, at their meeting held on January 27, 2014, recommended approval of the alley closing.

Upon motion of Councilmember Allen, seconded by Councilmember Aycock and unanimously carried Council accepted the recommendation of the Planning Commission and adopted the following entitled Ordinance closing this portion of Hogan's Alley.

ORDINANCE NO. 2014-7 "AN ORDINANCE ORDERING THE CLOSING OF A PORTION OF A CERTAIN ALLEY WITHIN THE CITY OF GOLDSBORO, NORTH CAROLINA"

Councilmember Headen returned at 7:30 p.m.

City Manager's Report. No report.

City Attorney's Report and Recommendations. No report.

Mayor and Councilmembers' Reports and Recommendations. Mayor Pro Tem Broadaway stated he would like to commend the employees at Public Works. The calls he received were for state roads, City roads were done. He stated he is proud of the City employees and of our sanitation guys, they did not miss a beat.

Councilmember Headen stated he would like to echo Mayor Pro Tem Broadaway's sentiments. He stated there will soon be a new business downtown, the Yoga Connection.

Councilmember Goodman stated he would like to thank the employees who worked through the storms and immediately after the storms. He stated they did not miss a beat on trash collections even thought they had to change their schedule and work Friday and Saturday. He stated it can be dangerous riding on the back of a truck with ice and snow on the ground. Councilmember Goodman stated Public Works has sincere workers.

Councilmember Williams stated as we continue to work on our City Streets, he hopes we remember Elm Street, Harris Street and Bunch Drive. He stated the citizens who live in the housing development on Harris Street between the fire station and Franklin Street, if you are going towards Franklin, the citizens on the right side, if there is a torrential rain and they do not ride their vehicle through the water, they have to wade through the water to get to their houses. He asked Mr. Stevens to take a look at that area. He stated sometimes when it rains it would be a good idea to go by and look at it.

Councilmember Allen stated he would also like to commend staff on an excellent job during the snow storm. He stated he also saw a lot of them out on Saturday. He stated everyone throughout the region including DOT seemed to do a good job. Councilmember Allen stated he would also like to commend Wayne Community College and the Paramount on the Praxis Film Festival and the event on Friday night at the Waynesborough House. The event was well attended. He stated he would like to offer our prayers and condolences to the family of Sheriff Carey Winders. Councilmember Allen stated you do not get any better than Carey and you cannot replace Carey. Carey was a special, unique person who reached across lines and got the job done with dignity and pride. Carey was a great person and he will be missed.

Councilmember Aycock stated he would like to reiterate what everyone said about Public Work's; they did do a great job. He stated the Fire Department and Police Department pitched in and he was glad we did not have any major fires during Tuesday and Wednesday nights because he did not see how they could have worked in those conditions. Councilmember Aycock stated he would like to comment on one statement from the public hearing, he wish there was a way the City and County could work more closely together than what they seem to do right now and he believed it would benefit all Wayne County citizens of which Goldsboro residents are citizens of Wayne County.

Councilmember Goodman stated the Police Department also did a tremendous job. He stated their mere presence made people slow down.

Mayor King stated he would like to again thank our hard working employees, all of them for a job well done. Mayor King stated Carey Winders started his law enforcement career in the Goldsboro Police Department. Mayor King shared he was the Human Resources Director and he hired him. He stated they have been close for years and he remembers he was in the Police Department the day Carey told his fellow police officers he was going to run for Sheriff and Carey became Sheriff. Mayor King stated Carey would say every time he was about to run, I don't know about this time, and Mayor King stated he would told him Carey you will decide when you are going to longer be Sheriff. Mayor King stated Carey Winders served this County. Mayor King shared he attended a lot of functions and would see Carey there. He stated Carey didn't just do it at election time; Carey did it around the clock. We are going to miss him.

There being no further business, the meeting adjourned at 7:40 p.m.

_____
Alfonzo King
Mayor

_____
Melissa Corser, CMC
City Clerk

Item ___B____

CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 17, 2014 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Non-Contiguous Annexation Request – Eugene Raynor Property – Southeast corner of Wayne Memorial Drive and Tommy's Road (5.857 Acres)

BACKGROUND: The City Council, at their meeting on March 10, 2014, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place and purpose of the meeting.

DISCUSSION: Pursuant to G. S. 160A-58.2, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the proposed annexation.

If the Council determines that the proposed annexation meets all requirements of G. S. 160A-58, it has the authority to adopt an annexation ordinance.

In addition to those requirements, in 1988 the City Council, adopted a policy which allows annexation of noncontiguous areas subject to a number of requirements. On November 2, 2009, the Council amended the policy to more specifically refer to a "public water supply" being available to tracts of 20 acres or more which have been requested for annexation. The requirements governing noncontiguous annexations are as follows:

a. The area is located within one mile of the established city limit line.
b. The City's ability to contract for the provision of fire and police protection.
c. In no instance shall a noncontiguous area have an adverse effect upon the City's overall annexation plans.
d. If an area is situated beyond one mile of the city limits, the City may consider annexation of that area so long as a public water supply water is available or can be reasonably made available and the tract in question is 20 acres or more. If the tract in question is less than 20 acres, but is contiguous to another

satellite annexation, the City will consider the smaller tract eligible for satellite annexation.

As indicated in the attached report, the area proposed for annexation meets items a, b, c, and d above.

Attached is a report prepared by the Department of Planning and Community Development, in conjunction with other departments, concerning the subject annexation area. Below are recommendations relative to the City's plans for extension of services to the annexation area.

Sewer Service: The property owner will be required to pay for the extension of sewer to the property.

Refuse Service: The City will provide commercial refuse collection to the property.

Fire Protection: The City will provide fire service to the property.

Police Protection: The City will provide police protection to the subject property.

RECOMMENDATION: By motion, after the public hearing, adopt an Ordinance annexing the Eugene Raynor Property effective March 31, 2014.

Date: _____ _____
Planning Director

Date: _____ _____
City Manager

ssj

NONCONTIGUOUS ANNEXATION REPORT

EUGENE RAYNOR PROPERTY
(Wal-Mart Location)

Property Description

a. Location: The area being considered for annexation is located on the southeast corner of Wayne Memorial Drive and Tommy's Road.

b. Population: The site is currently vacant, however, development plans have been submitted for a Wal-Mart Neighborhood Market.

c. Acreage: 5.857 acres

d. Zoning: The property is zoned Shopping Center by the City of Goldsboro. Surrounding zoning districts are as follows:

North: Neighborhood Business
South: Office and Institutional-1
East: Office and Institutional-1 and R-20A Residential
West: Neighborhood Business, Office and Institutional-1 and R-16 Residential

2. Engineering Description

Eugene Raynor Property

BEGINNING at a point marking the intersection of the easterly right-of-way limits of Wayne Memorial Drive and the southerly right-of-way of Tommy's Road; thence departing the right-of-way limits for said Wayne Memorial Drive and with the southerly right-of-way limits of said Tommy's Road the following two courses: N 82° 53' 47" E, 58.57 ft., thence continuing S 54° 29' 56" E, 381.69 ft. to an iron pipe found marking the intersection of the southerly right-of-way limits of said Tommy's Road and the Division Line between Lot 1 Triangle East Timber Co., Inc. (Plat Cabinet L, Slide 22-H) to the west and Lot 2 Triangle East Timber Company, Inc. (Plat Cabinet L, Slide 22-H) to the east; thence departing said right-of-way and with said division line S 40° 17' 30" W, 626.96 ft. to a point on said division line; thence departing said division line and through the said Lot 1, N 49° 42' 30" W, 420.00 ft. to a point in the easterly right-of-way line of said Wayne Memorial Drive, thence department said Lot 1 and with the easterly right-of-way line of said Wayne Memorial Drive, N 40° 17' 30" E, 551.97 ft. to the place of BEGINNING and containing 255,142 sq. ft., or 5.857 acres.

3. Qualifications

a. The area proposed to be annexed meets the requirements of G. S. 160A-58.1(b) as set forth below:

1. A noncontiguous area proposed for annexation must meet all of the following standards:

   a. The nearest point of the proposed satellite corporate limits must be no more than three miles from the primary corporate limits of the annexing city.

      The nearest point of the proposed satellite corporate limits from the primary corporate limits of the City of Goldsboro is approximately 2,200 ft., or .42 miles.

   b. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city.

      There are no primary corporate limits of another city within 2,200 feet of the proposed satellite corporate limits.

   c. The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.

      The proposed satellite corporate limits are situated so that the City of Goldsboro will be able to provide or contract the same services within the proposed satellite corporate limits as are provided within the primary corporate limits of the City of Goldsboro. The plans for the extension of municipal services are set forth below.

   d. If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G. S. 160A-376, all of the subdivision must be included.

      All of the area petitioned for annexation will be included in the Ordinance if the Council desires to annex this property.

   e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city.

      The area proposed for annexation contains 5.857 acres. The area within the city limits is 18,008.591 acres (28.14 sq. mi.). Ten (10) percent of the area within the primary corporate limits is 1,800.86 acres. The area of the proposed

satellite corporate limits, plus the area of the existing satellite annexations, equals 352.8 acres or 1.96% of the primary corporate limits.

4. Plans for Extension of Municipal Services

a. Fire Protection: The City will be able to provide service to the property with its existing personnel.

b. Police Protection: It is proposed that the City will provide police protection to the property.

c. Refuse Collection: The City's Public Works Department can provide commercial refuse collection to the subject property.

d. Street Construction and Maintenance: No public street is included within the petition for annexation.

e. Water and Sewer Service: The property is served by water through Fork Township Sanitary District. City sanitary sewer service is not currently available to this property, however, if annexed, the developer would be responsible for the extension of sewer service to the property.

f. Estimated Revenues: The estimated revenue for the property, as listed below, is based on the assessed land valuation for 2013.

Existing Development: Vacant Land (5.857 Acres)
Land Value Estimate: $175,710 (based on $30,000 per acre)
Estimated Return: ($175,710 x $.65/$100) = **$1,142.15**

g. Estimated Payments to Volunteer Fire Department:

As required under G. S. 160A-58.2A, the City is required to pay either:

1. A proportionate share of the Pinewood Volunteer Fire Department's debt if the calculated amount is $100 or more.

No information has been received from Pinewood regarding their debt as of the public hearing date.

2. The cost of contracting for fire protection with the Pinewood Volunteer Fire Department. The City will provide fire protection to the property.

5. Voting District

The City adopted a new Official Election District Boundary Map on July 5, 2011.

It is customary to add a newly-annexed area to the nearest voting district, therefore, this area, if annexed, will be added to District No. 5 unless the City Council instructs the City staff to include this area in another district.

6. Noncontiguous Annexation Requirements

In addition to the requirements set forth in the foregoing sections, the City Council adopted a policy which allows annexation of noncontiguous areas subject to the following requirements:

a. The area is located within one mile of the established city limit line.

As indicated previously, the subject property is located approximately 0.42 miles from the present city limits.

b. The City's ability to contract for the provision of fire and police protection.

The City proposes to provide both fire and police service to the property.

c. In no instance shall a noncontiguous area have an adverse effect upon the City's overall annexation plans.

The City's overall annexation plan concluded on June 30, 1996.

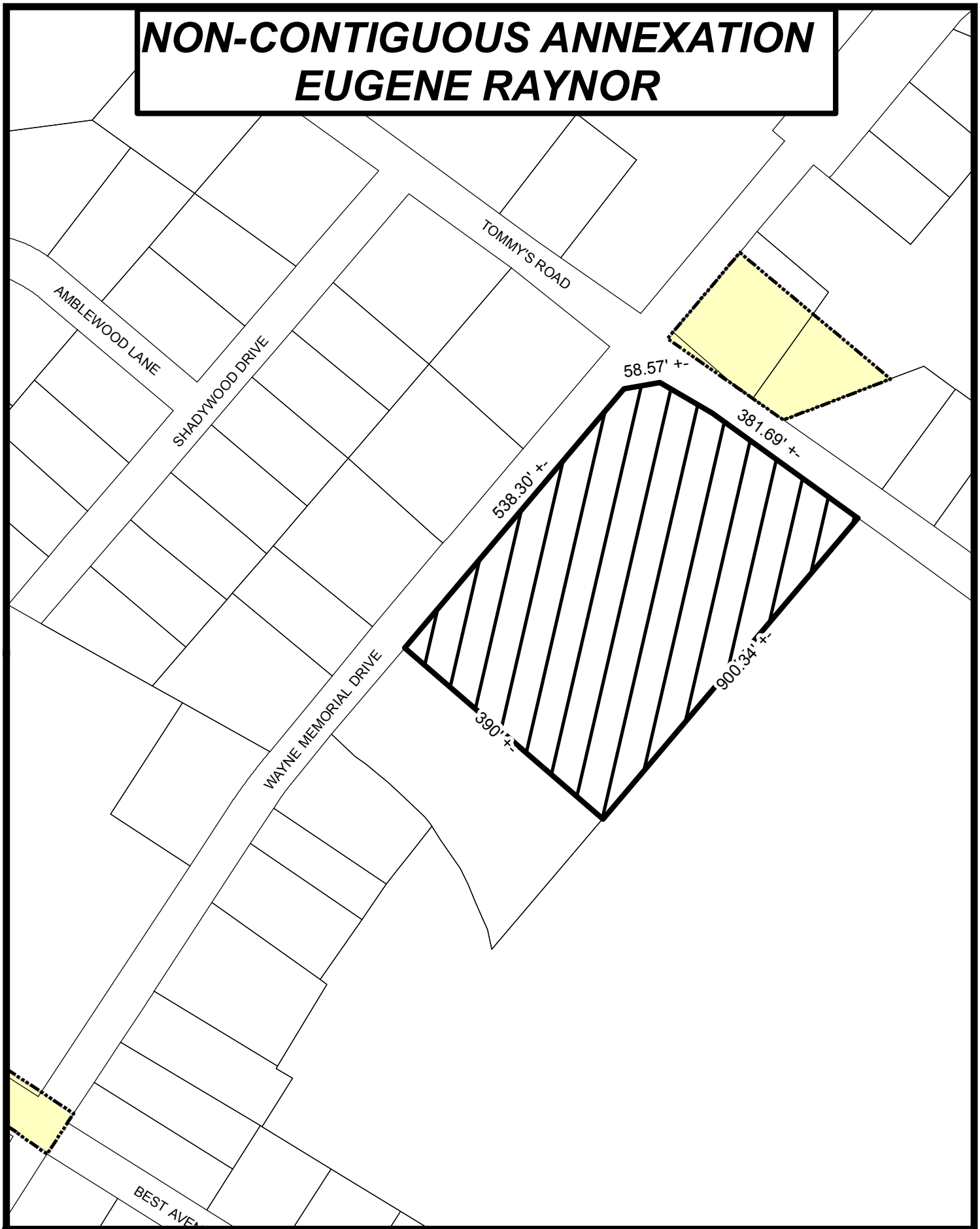
d. If an area is situated beyond one mile of the city limits, the City may consider annexation of that area so long as City water is available or can be reasonably made available and the tract in question is 20 acres or more.

If the tract in question is less than 20 acres, but is contiguous to another satellite annexation, the City will consider the smaller tract eligible for satellite annexation.

The subject property is not more than one mile beyond the current city limits.

e. Findings: The proposed annexation meets the policy requirements as outlined in items a, b, c and d. above.

NON-CONTIGUOUS ANNEXATION
EUGENE RAYNOR



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

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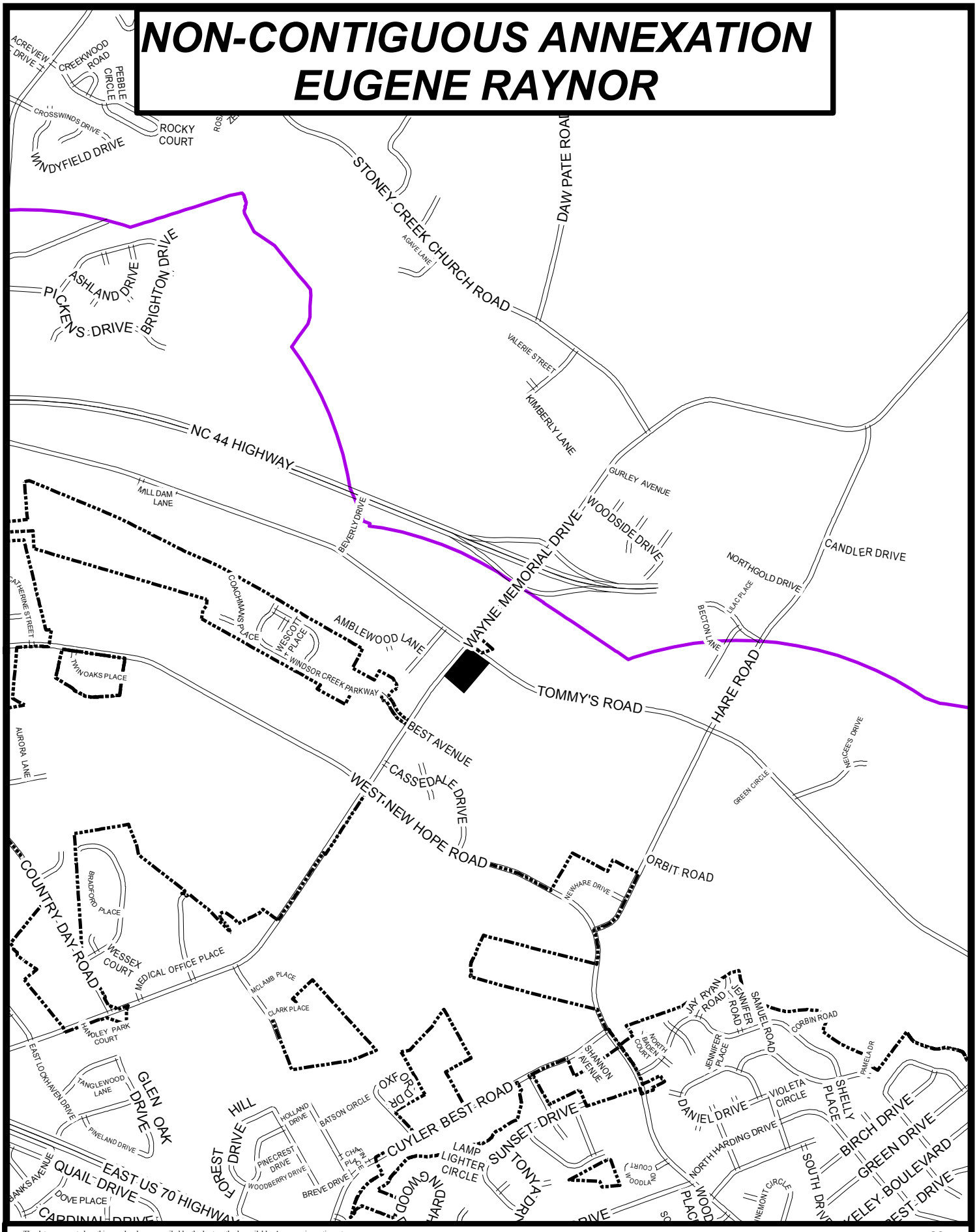
NON-CONTIGUOUS ANNEXATION
EUGENE RAYNOR



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NON-CONTIGUOUS ANNEXATION
EUGENE RAYNOR

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

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ORDINANCE NO. 2014 -

AN ORDINANCE ANNEXING CERTAIN NONCONTIGUOUS REAL PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given in compliance with the pertinent provisions of Section 58, of Chapter 160A of the General Statutes of North Carolina, a public hearing was held before the City Council of the City of Goldsboro, North Carolina, at a regular meeting held in the City Hall in Goldsboro on Monday, March 17, 2014 relative to the annexation of the noncontiguous real property hereinafter described to the City of Goldsboro; and

WHEREAS, at said public hearing all persons owning property in the area proposed to be annexed who alleged error in the Petition for Annexation, as well as residents of the City of Goldsboro who question the necessity for annexation, were given an opportunity to be heard along with proponents of such annexation; and

WHEREAS, after the completion of said public hearing, the City Council has determined that the Petition for Annexation meets the requirements of said Section 58 of Chapter 160A of the General Statutes of North Carolina, and has further determined, after due and careful deliberation, that it is for the best interest of the City of Goldsboro and its citizens that the noncontiguous real property proposed to be annexed be annexed to the City of Goldsboro; and

WHEREAS, as a result of said annexation, it is necessary to modify the boundaries of the six (6) single-member electoral districts of the City of Goldsboro as shown on a map entitled "Official Election District Boundaries" adopted July 5, 2011 and to amend said map as hereinafter set forth; and

WHEREAS, the City Council finds it to be in the best interests of the City of Goldsboro to modify the boundaries of the electoral district in order to afford the citizens of the annexed area full participation in the electoral process of the City of Goldsboro and in order to comply with State and Federal law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following described noncontiguous real property be and the same is hereby annexed to the City of Goldsboro:

Eugene Raynor Property

BEGINNING at a point marking the intersection of the easterly right-of-way limits of Wayne Memorial Drive and the southerly right-of-way of Tommy's Road; thence departing the right-of-way limits for said Wayne Memorial Drive and with the southerly right-of-way limits of said Tommy's Road the following two courses: N 82° 53' 47" E, 58.57 ft., thence continuing S 54° 29' 56" E, 381.69 ft. to an iron pipe found marking the intersection of the southerly right-of-way limits of said Tommy's Road and the Division Line between Lot 1 Triangle East Timber Co., Inc. (Plat Cabinet L, Slide 22-H) to the west and Lot 2 Triangle East Timber Company, Inc. (Plat Cabinet L, Slide 22-H) to the east; thence departing said right-of-way and with said division line S 40° 17' 30" W, 626.96 ft. to a point on said division line; thence departing said division line and through the said Lot 1, N 49° 42' 30" W, 420.00 ft. to a point in the easterly right-of-way line of said Wayne Memorial Drive, thence department said Lot 1 and with the easterly right-of-way line of said Wayne Memorial Drive, N 40° 17' 30" E, 551.97 ft. to the place of BEGINNING and containing 255,142 sq. ft., or 5.857 acres.

BE IT FURTHER ORDAINED THAT:

1. The City of Goldsboro will provide fire and police protection to the property;

2. The developer of the property will agree to be responsible for all costs associated with extending City sewer lines to serve the property;

3. The annexed area herein above identified be added to and become a part of Electoral District 5;

4. The boundaries of the six single-member electoral districts shall be modified and changed as shown on a map entitled "Official Election District Boundaries Map" adopted July 5, 2011;

5. The Director of Planning and Community Development is directed to prepare an official map showing the district boundaries and to file a copy of the official map in the Office of the City Clerk as required by G. S. 160A-22 and G. S. 160A-23. Further, the City Clerk shall forward a copy of the official map to the Wayne County Board of Elections;

6. The City Attorney is directed to submit a copy of this Ordinance and such other supporting material as may be required to the U. S. Attorney General for preclearance in accordance with Section 5 of the Voting Rights Act of 1965, as amended;

7. The effective date of annexation for the property under consideration is **_____, 2014**; and

8. This Ordinance is adopted this _____ day of _____, 2014.

Approved as to Form Only:

_____
City Attorney

Reviewed by:

_____
City Manager

Item ___C____

CITY OF GOLDSBORO

AGENDA MEMORANDUM

MARCH 17, 2014 COUNCIL MEETING

SUBJECT: Contiguous Annexation Petition – WTKL, LLC
South side of US Highway 70 East between NC 111 South and Woodpeck Road (6.13 Acres)

BACKGROUND: The applicant is requesting that contiguous property described by metes and bounds in Item 2 of the attached petition be annexed to the City of Goldsboro. Also attached are maps showing the property proposed to be annexed.

DISCUSSION: Pursuant to G. S. 160A-31, Council shall fix a date for public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk.

The City Council, at their meeting on March 17, 2014, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Department of Planning and Community Development, in conjunction with other City departments, for submission to the Council.

RECOMMENDATION: By motion, request that the City Clerk examine the annexation petition to determine its sufficiency.

Date: _____ _____
Planning Director

Date: _____ _____
City Manager

ssj

PETITION FOR ANNEXATION
OF CONTIGUOUS REAL PROPERTY
TO THE CITY OF GOLDSBORO, NORTH CAROLINA

Date Submitted: 3-10-14

To the City Council of the City of Goldsboro, North Carolina:

1. The undersigned, owner(s) of the contiguous real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Goldsboro, North Carolina.

2. The area requested to be annexed is contiguous to the City of Goldsboro and is described by metes and bounds as follows: (Attach separate sheets if necessary.)

3. We acknowledge that any zoning vested rights acquired pursuant to G. S. 160A-385.1 or G. S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name and Signature of Owner(s)	Address	Phone	Do you declare vested rights? (Indicate Yes or No)
WT KL, LLC	126 Fairmax Rd		YES
Pam W Hathcock			
Sharon W Crawford	901-580-1		Yes

Contact Person: _____ Phone No. _____

ALL INFORMATION MUST BE **LEGIBLE AND CORRECT**.
IF THE PETITION IS NOT CURRENTLY THE LEGAL OWNER OF THE PROPERTY,
THE LEGAL OWNER MUST SIGN THE PETITION.

PLEASE SUBMIT ORIGINAL PETITION TO THE
OFFICE OF THE CITY CLERK

METES AND BOUNDS DESCRIPTION
PART OF TITLE TRACT 1
WALMART TRACT (LEASE PARCEL)

LANDS OF
WTKL, LLC
DEED BOOK 2274 PAGE 362
NEW HOPE TOWNSHIP
WAYNE COUNTY, NORTH CAROLINA

BEGINNING AT THE INTERSECTION OF THE DIVISION LINE BETWEEN THE LANDS OF WILSON FAMILY PROPERTIES, LLC (BOOK 1678 PAGE 440) ON THE WEST, AND THE LANDS OF WTKL, LLC (BOOK 2274 PAGE 362) ON THE EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LIMITS OF US HIGHWAY 70 (VARIABLE WIDTH RIGHT-OF-WAY), THENCE WITH SAID SOUTHERLY RIGHT-OF-WAY LIMITS;

1. SOUTH 59° 08' 35" EAST, 416.75 FEET, THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LIMITS, AND WITH A LINE THROUGH SAID LANDS OF WTKL, LLC;

2. SOUTH 30° 55' 39" WEST, 727.77 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE SAID LANDS OF WTKL, LLC ON THE NORTH, AND THE LANDS OF IVEY/ SWAIN DEVELOPERS, LLC (BOOK 2239 PAGE 253) ON THE SOUTH, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;

3. NORTH 45° 06' 19" WEST, 200.16 FEET, THENCE;

4. CONTINUING, NORTH 43° 01' 54" WEST, 151.66 FEET, THENCE DEPARTING SAID DIVISION LINE, AND WITH A LINE THROUGH THE SAID LANDS OF WTKL, LLC, THE FOLLOWING TWO COURSES AND DISTANCES;

5. NORTH 19° 17' 29" EAST, 318.44 FEET, THENCE;

6. CONTINUING, NORTH 19° 19' 11" EAST, 56.28 FEET TO A CONC. MONUMENT FOUND MARKING THE INTERSECTION OF SAID THROUGH LINE, WITH THE SAID DIVISION LINE BETWEEN THE LANDS OF WILSON FAMILY PROPERTIES, LLC ON THE WEST, AND THE LANDS OF WTKL, LLC ON THE EAST, THENCE WITH SAID DIVISION LINE;

7. NORTH 30° 40' 25" EAST, 270.01 FEET TO THE PLACE OF BEGINNING.

CONTAINING 267,018 SQUARE FEET OR 6.130 ACRES

BEING PART OF THE SAME LAND AS DESCRIBED IN A TITLE COMMITMENT REPORT PREPARED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 14000030035, WITH AN EFFECTIVE DATE OF JANUARY 21, 2014 AND IS SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS AS CONTAINED THEREIN.

CONTIGUOUS ANNEXATION
WAL-MART US 70 EAST

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on the map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any

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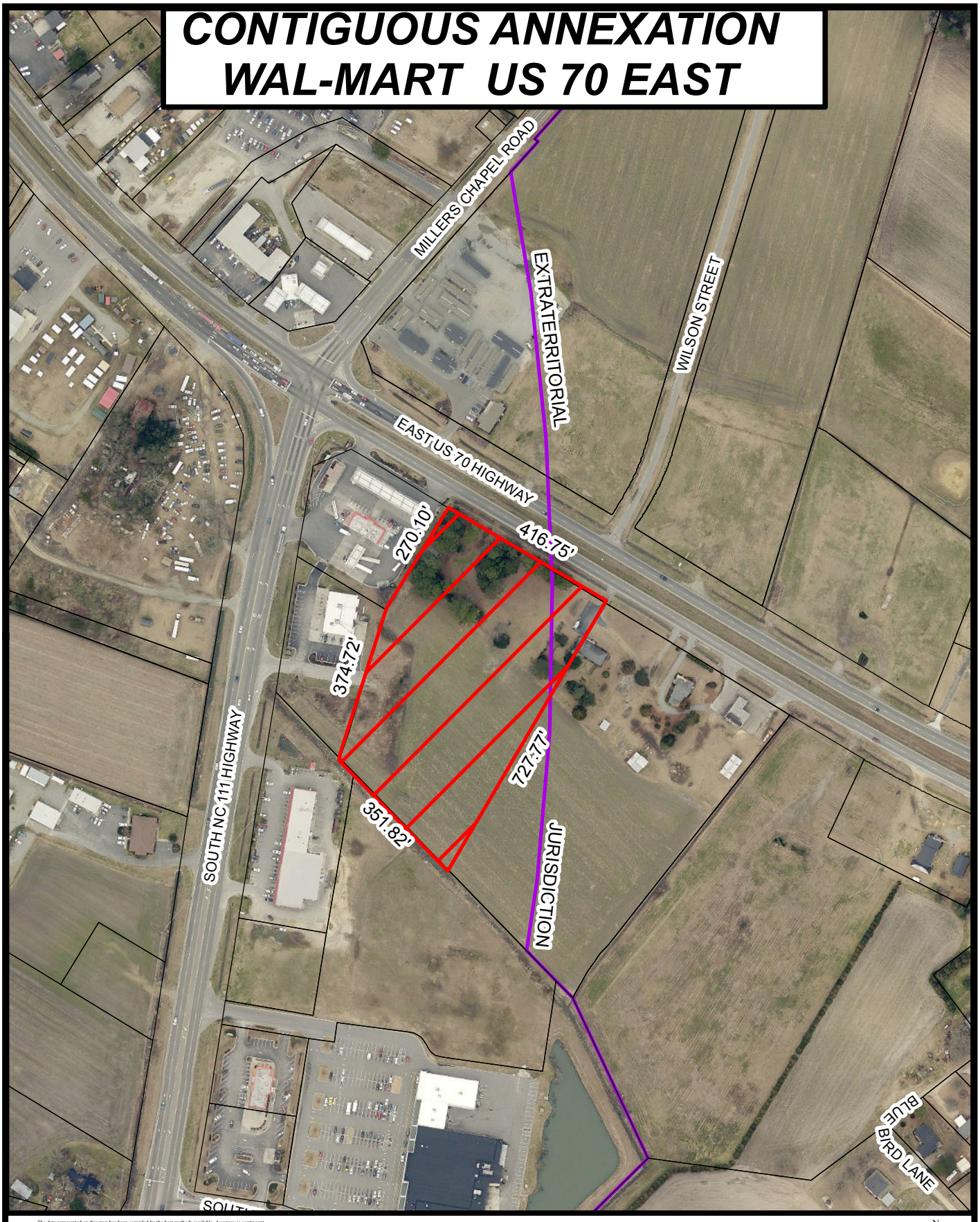
CONTIGUOUS ANNEXATION
WAL-MART US 70 EAST



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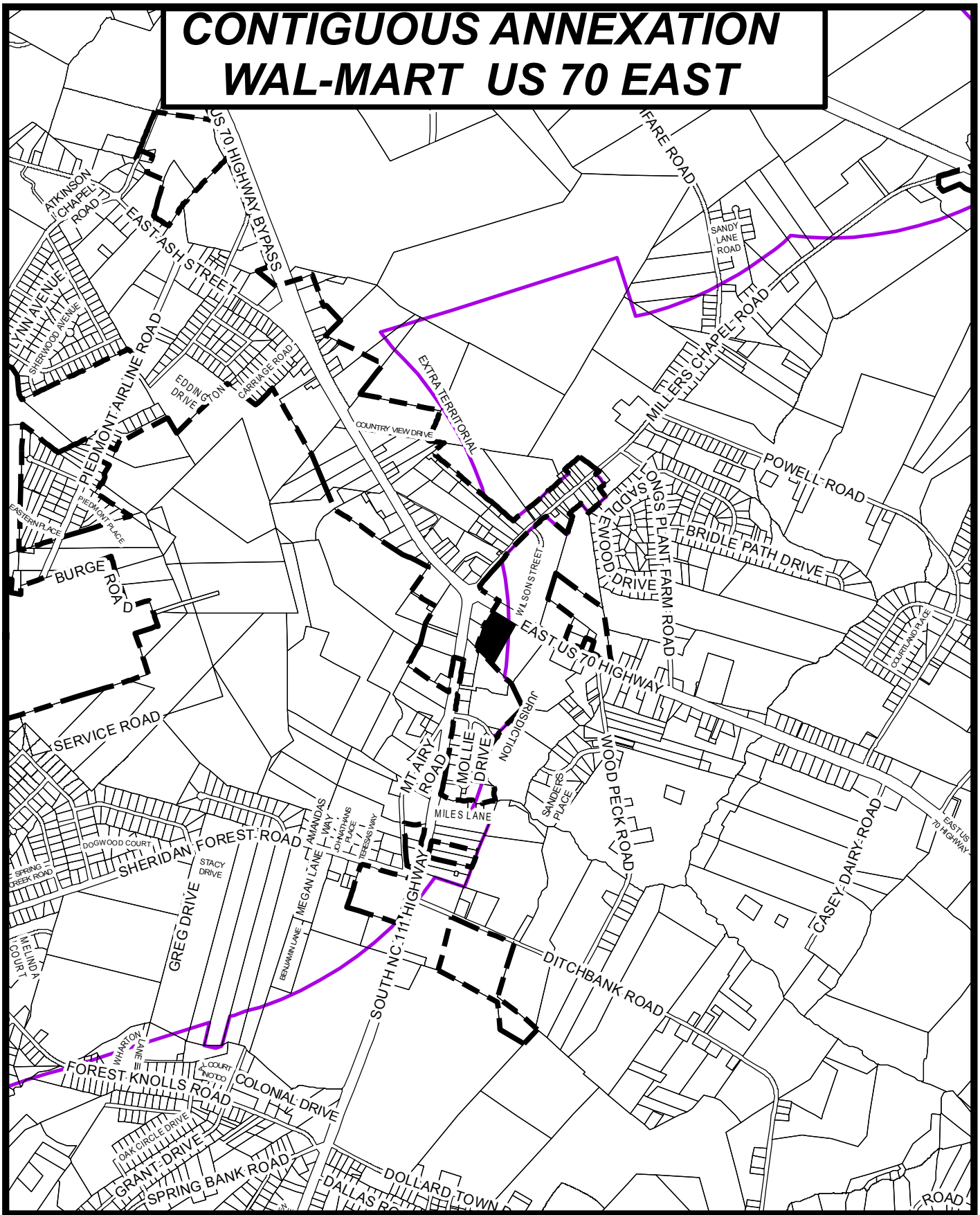
CONTIGUOUS ANNEXATION
WAL-MART US 70 EAST



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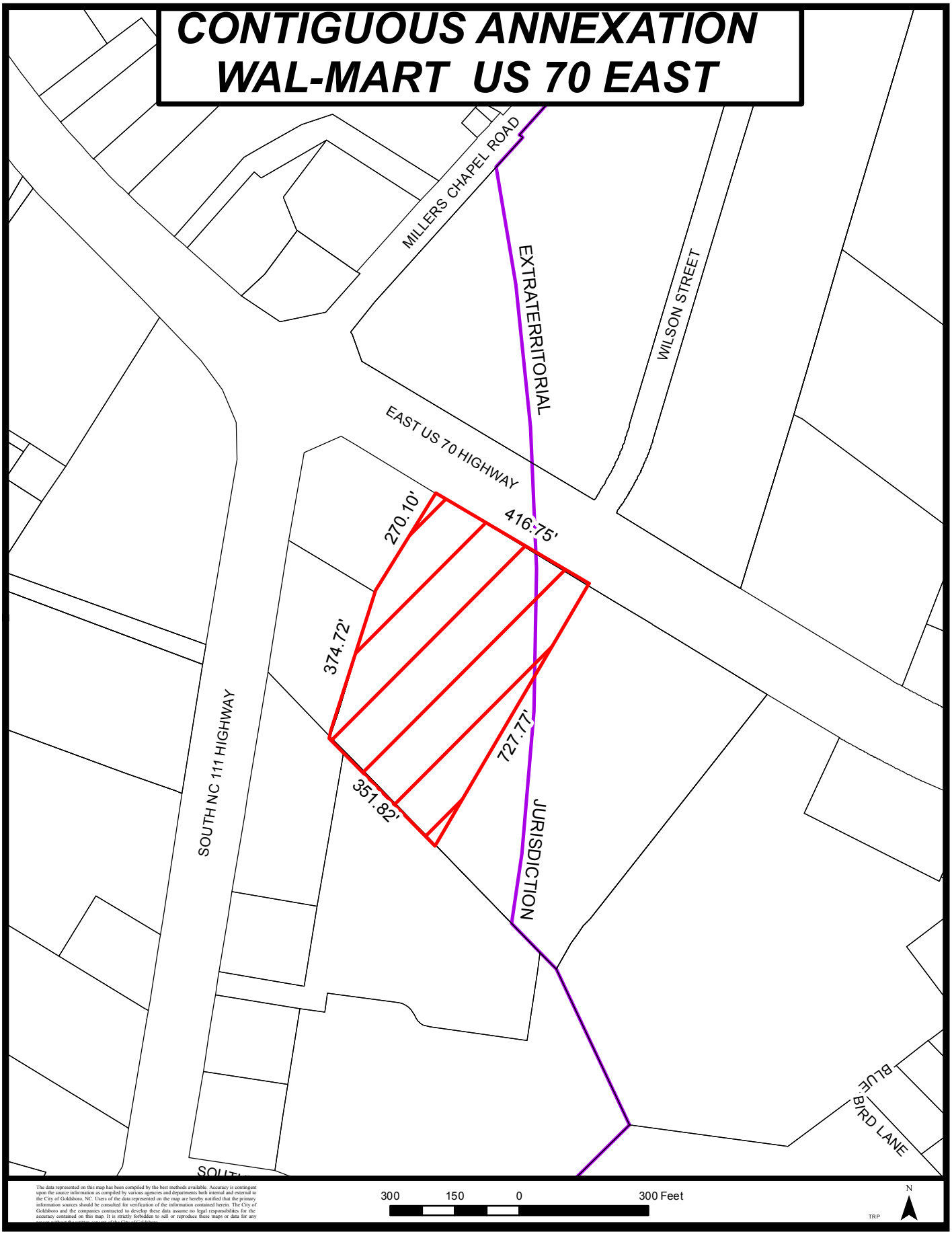
TRP

CONTIGUOUS ANNEXATION
WAL-MART US 70 EAST



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Item No. ____D_____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 17, 2014 COUNCIL MEETING

SUBJECT: Budget Amendment – Sanitary Sewer Billing Adjustment Refund

BACKGROUND: The Town of Fremont purchased reserved capacity and sends the majority of its wastewater to the City's wastewater treatment plant. The purchased capacity allows Fremont to pay the capitalized sanitary sewer rate for their sewer treatment.

DISCUSSION: The City of Goldsboro bills the Town of Fremont monthly for treatment based on readings collected by the Water Reclamation Facility. These readings were transmitted to the Water Reclamation Facility using the SCADA system which reads the Fremont meter at the discharge point on Patetown Road. During January 2014, it appeared that Fremont's usage was higher than normal, which caused the City to investigate its readings with the Fremont staff. It was discovered that the SCADA signal was not transmitting correct readings to the City. Once discovered, further examinations on past readings were analyzed and it was found that the readings were incorrect for approximately three years.

On March 12, 2014, City staff met with Fremont on the discrepancies with the readings and found that an overage of $249,878.93 was billed. This amount was calculated over three years starting with January 2011.

Recently, the City had the SCADA signal recalibrated and is manually reading the Fremont meter for billing purposes to verify that the SCADA information is accurate.

RECOMMENDATION: It is recommended that Council adopt the attached budget ordinance decreasing the unassigned fund balance of the Utility Fund in the amount of $249,878.93 in order to refund the Town of Fremont.

DATE: _____ _____
Kaye Scott, Finance Director

DATE: _____ _____
Scott Stevens, City Manager

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2013-2014 FISCAL YEAR

WHEREAS, the Town of Fremont reserved capacity in the City's wastewater treatment plant; and

WHEREAS, the City of Goldsboro bills monthly for treatment based on readings collected by the Water Reclamation Facility; and

WHEREAS, the past three years has had discrepancies with the readings with an overage of $249,878.93 being billed to Fremont; and

WHEREAS, since funding is not available in the operating budget for FY 2013-2014 for the payment of this refund to Fremont, the City of Goldsboro needs to appropriate $249,878.93 from the Utility Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2013-2014 be amended by:

1. Decreasing the Unassigned Fund Balance of the Utility Fund in the amount of $249,878.93.

2. Establishing the line item entitled "Utility Refund" (61-4177-4933) in the Water Reclamation Facility's budget of the Utility Fund in the amount of $249,878.93.

3. This Ordinance shall be in full force and effect from and after the _____ day of _____ 2014.

Approved as to form only:

_____
City Attorney

Reviewed by:

_____
City Manager

Item ____E___

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 17, 2014 COUNCIL MEETING

SUBJECT: Audit Services for Fiscal Year Ending June 30, 2014

BACKGROUND: The General Statutes of the State of North Carolina require that the City of Goldsboro undertake an independent audit of its financial records on an annual basis. The Audit examines, by fund, all categories of the City's revenues and expenditures. It also illustrates revenues and expenditures by reporting the amounts on the original budget plus the final budget compared to the amounts that were actually received and spent throughout the Fiscal Year.

DISCUSSION: The CPA firm of Carr, Riggs and Ingram, LLC has performed the City's audit for the past several years, and they are very familiar with the City's financial records. Ms. Michelle Kiefer, CPA, has provided a quote of $40,000 and it is felt that this price is accurate for the amount of work that is essential and the requirements placed upon the auditors by the Local Government Commission, and the quality of the reports provided by this firm.

RECOMMENDATION: It is recommended that the Council, by motion, award the auditing services for the Fiscal Year ending June 30, 2014 to Carr, Riggs and Ingram, LLC.

Date: _____ _____
Kaye Scott, Finance Director

Date: _____ _____
Scott Stevens, City Manager

Item No.____F____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 17, 2014 COUNCIL MEETING

SUBJECT: PROCUREMENT POLICY AND DISADVANTAGE BUSINESS ENTERPRISE POLICY

BACKGROUND: The procurement policy is the rules and regulations that are set to govern the process of acquiring goods and services needed by the City of Goldsboro. Our current policy was last revised in February 2000 but was never brought to Council for adoption.

DISCUSSION: With the City moving forward with acquiring grantee status with the Federal Transportation Authority (FTA), it was necessary for the City to update and revise its procurement policy. This policy has been drafted to conform to the requirements in 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments; OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments; Federal Transit Administration (FTA) Circular 4220.1F, Third Party Contracting Requirements; Disadvantage Business Enterprise (DBE) Policy and Procedures; and North Carolina General Statutes. After review and suggestions from FTA, this policy has been accepted by FTA in accordance with their guidelines.

Attached is a copy of the procurement policy for Council's review.

RECOMMENDATION: By motion, adopt the attached resolution approving and adopting the City of Goldsboro procurement policy and disadvantage business enterprise policy establishing the rules and regulations for the City of Goldsboro's procurement procedures.

Date: _____ _____
Kaye Scott, Finance Director

Date: _____ _____
Scott Stevens, City Manager

RESOLUTION NO. 2014-

RESOLUTION ADOPTING THE CITY OF GOLDSBORO PROCUREMENT POLICY AND DISADVANTAGE BUSINESS ENTERPRISE POLICY

WHEREAS, the City of Goldsboro's procurement policy is rules and regulations that guides the City's acquirement of materials and services; and

WHEREAS, the policy conforms to the requirements set by Circular 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments; OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments; Federal Transit Administration (FTA) Circular 4220.1F, Third Party Contracting Requirements; Disadvantage Business Enterprise (DBE) Policy and Procedures; and North Carolina General Statutes.; and

WHEREAS, this policy is intended to establish compliance with Federal and State law and local policies.

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

1. The City of Goldsboro Procurement Policy and Disadvantage Business Enterprise Policy is hereby adopted establishing the rules and regulations for the City of Goldsboro's procurement procedures.

2. This resolution shall be in full force and effect from and after the _____ day of _____ 2014.

Approved as to form only:

_____
City Attorney

Reviewed by:

_____
City Manager

DRAFT: March 2014

City of Goldsboro

PROCUREMENT MANUAL

"Be More, Do More, Seymour"

INTRODUCTION

The purchasing and contracting policies of the City of Goldsboro are not based upon a single statutory reference but rather are adopted to form compliance with a variety of statutory and policy provisions found in Federal and State laws and regulations, procedures and Resolutions of the City of Goldsboro. These policies have been drafted to conform to the requirements in *49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments*; *OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments; Federal Transit Administration (FTA) Circular 4220.1F, Third Party Contracting Requirements;* and *North Carolina General Statutes*.

The policies contained herein are intended to establish a baseline for compliance with Federal and State law and the City of Goldsboro policies. It is the responsibility of the City Manager to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

The City of Goldsboro is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards.

DRAFT

City of Goldsboro
Finance Department

CITY OF GOLDSBORO
PURCHASING POLICIES AND PROCEDURES

TABLE OF CONTENTS

RESPONSIBILITY AND AUTHORITY 5

DELEGATION TO THE FINANCE DIRECTOR 5
EXCEPTIONS TO DELEGATED AUTHORITIES 5

FUNDAMENTAL POLICY 6

WRITTEN PROCUREMENT PROCEDURES 6
RESPONSIBILITY FOR SETTLEMENT OF CONTRACT ISSUES/DISPUTES 6
WRITTEN PROTEST PROCEDURES 6
STANDARDS OF CONDUCT 8
COMPETITION 8
AUTHORITY ASSURANCES 10

METHODS OF PROCUREMENT 14

COMPETIITIVE BIDDING 14
MICRO-PURCHASES - PURCHASES OF $3,000 OR LESS 15
SMALL PURCHASES LESS THAN $5,000 15
$5,000 - $89,999 (INFORMAL BIDS) 17
FORMAL (SEALED) BIDS 19
COMPETITIVE PROPOSAL/REQUEST FOR PROPOSAL (RFP) 23
PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES (A&E) 26
PROCUREMENT OF DESIGN-BID-BUILD 28
PROCUREMENT BY NONCOMPETITIVE PROPOSAL (SOLE SOURCE) 29
USED EQUIPMENT PURCHASES 30
PURCHASE ORDER 31
CHECKING OF FUNDS 33
ADVERTISING FOR BIDS 34

CONTRACT OPTIONS AND PROVISIONS 35

ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES 35
TERMINATION FOR CAUSE AND FOR CONVENIENCE 35
STATUTORY AND REGULATORY REQUIREMENTS 36
LIQUIDATED DAMAGES PROVISIONS 37
CONTRACT TERM LIMITATION 37
TAG-ONS 37
PIGGYBACKING 37
CONTRACTUAL INSURANCE REQUIREMENTS 38
SALE OF SURPLUS PROPERTY 40

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INFORMAL BID/QUOTE - PROCUREMENT CKECKLIST 41
FORMAL BID/QUOTE - PROCUREMENT CHECKLIST 45
INDEPENDENT COST ESTIMATE WORKSHEET 50
RESPONSIBILITY DETERMINATION FORM 51
FAIR AND REASONABLE PRICE DETERMINATION 52
PIGGYBACKING CHECKLIST 53
BUY AMERICA CERTIFICATION 54

FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS 55

EXHIBITS AND ADDITIONAL POLICIES 83
DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICE AND PROCEDURES 84
MINORITY BUSINESS PARTICIPATION GOALS AND GUIDELINES 90
PROCUREMENT CARD PROGRAM 96
FIXED ASSETS PROCEDURE 110
CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY 116
BID PROTEST PROCEDURE 119
E-VERIFY COMPLIANCE 120
N.C. PUBLIC CONTRACTING STATUTES (DOLLAR LIMITS AND STATUTORY AUTHORITY) 122

DRAFT

RESPONSIBILITY AND AUTHORITY

The Mayor and/or City Manager has the authority for the City of Goldsboro to enter into grant agreements, contracts, purchases and services. Grant applications submittals must include an authorizing resolution adopted by the City of Goldsboro and identify the position title of the authorized official. The authorized official may not delegate his/her authority to sign grant applications/agreements but may delegate other authorities, as he/she deems necessary. Any authorities delegated by the authorized official in regards to approval of grant reimbursement requests, grant budget revision/amendment requests, or grant project period of performance extension requests must be submitted in writing. Any authorities delegated by the authorized official, as applicable, are indicated in the following subsection(s). Responsibility for the preparation of internal policies and procedures consistent with the provision of this manual remains with the City Manager. The Mayor and/or City Manager has the authorization to sign contractual agreements on behalf of the City of Goldsboro, following City Council approval to enter into a contractual agreement.

DELEGATION TO THE FINANCE DIRECTOR

The Finance Director has been delegated authority from the Goldsboro City Council to approve and submit requests for reimbursement, budget revisions/amendments, and period of performance extensions to the Federal Transportation Authority.

DRAFT

EXCEPTIONS TO DELEGATED AUTHORITIES

Delegated authority is subject to the condition that certain of these transactions be submitted to the Goldsboro City Council for review and approval. Transactions that require prior authority approval are as follows:

Any transaction which exceeds $10,000.00;

Any transaction which exceeds $10,000.00 and is awarded without the taking of competitive bids (sole source). This condition does not apply to sole brand acquisitions which are acquired under competitive procedures nor to contracts pursuant to a planned purchasing program or master agreement previously reviewed and approved by the Chairperson;

FUNDAMENTAL POLICIES

WRITTEN PROCUREMENT PROCEDURES

Written procurement procedures are a requirement of 49 CFR 18 and FTA C 4220.1F. These procedures have been written to reflect applicable Federal, State and local laws and regulations and the requirements and standards identified in FTA C 4220.1F. NCDOT requires its grantees to use FTA procurement standards for purchases funded with Federal and/or State funds. When using Federal and State funds, the more restrictive requirements will be used, whether they are Federal, State, or local. When using State funds only, the Federal certifications and mandatory Federal contract clauses are not required. After adoption by the City Council, these procedures will be reviewed annually by Finance Director/City Manager and updated as required.

RESPONSIBILITY FOR SETTLEMENT OF CONTRACT ISSUES/DISPUTES

The City of Goldsboro alone, without recourse to the Federal/State-funding funding Authority, will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of its procurements. These issues include, but are not limited to, source evaluation, protests of awards, disputes, and claims or other matters of a contractual nature. The Federal/State government will not substitute its judgment for that of the City of Goldsboro, unless the matter is primarily a Federal/State concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

DRAFT

WRITTEN PROTEST PROCEDURES

The City of Goldsboro shall have written protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding protests to FTA and if needed, the appropriate State-funding Authority (i.e., NCDOT. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the City of Goldsboro before pursuing a protest with the State and/or Federal government. The City of Goldsboro will keep FTA informed in writing regarding the status of protest.
Reviews of protests by the State-funding Authority will be limited to:

- The City's failure to have or follow its protest procedures, or its failure to review a complaint or protest;
- Violations of Federal/State law or regulation.

An appeal to the State must be received by the State-funding Authority within three (3) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to the State. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities. The City of Goldsboro will abide by the following procedures.

(a) Authority. The City of Goldsboro has final authority to resolve protests, disputes, and complaints arising from the solicitation, award, or performance of a contract. In all instances where a legal representative of the bidder, vendor, or contractor has initiated correspondence or formal action, the City Manager shall contact FTA or State-awarding Authority (i.e., NCDOT or other Authority, as applicable) prior to taking any action. Solicitation documents must contain provisions for the resolution of protests and disputes.

(b) Protest of Requirements Prior to Award. The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after 5 days from the time in the solicitation document shall be considered untimely and shall be rejected.

(c) Protest of Award. If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the City of Goldsboro. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised within 10 days for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.

DRAFT

(d) Decisions. The City of Goldsboro shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The City of Goldsboro shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the City of Goldsboro is final.

(e) Disputes Subsequent to Award. Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, shall be included in solicitation documents and contracts, as applicable. The following are sample clauses for inclusion in solicitation documents and contracts:

- Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City Manager, City of Goldsboro. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the City of Goldsboro. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the authorized representative of the City of Goldsboro shall be binding upon the Contractor and the Contractor shall abide by the decision.

- Performance During Dispute. Unless otherwise directed by the City of Goldsboro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

STANDARDS OF CONDUCT

The City of Goldsboro shall maintain a written code of standards of conduct (or conflict of interest policy) governing the performance of their employees engaged in the award and administration of contracts. All employees, officers, and Council members will review this policy annually and the City of Goldsboro will document the review thereof. These standards will be relayed to all members in writing and the City of Goldsboro will obtain each member's signature to acknowledge his/her review, understanding, and acceptance of the policy. See the "Exhibits and Other Policies" for the Conflict of Interest Policy..

COMPETITION

1. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
2. Unreasonable requirements will not be placed on firms in order for them to qualify to do business.
3. The City of Goldsboro will be alert to organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.
4. The City of Goldsboro will be alert to noncompetitive practices, such as noncompetitive pricing practices, among contractors that may restrict or eliminate competition.
5. Unnecessary experience and excessive bonding requirements will not be placed on firms.
6. Contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals or those on retainer contracts will be excluded from competing for such procurements.
7. Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A "brand name or equal" is a competitive process that allows bidders to propose equivalent items. The City of Goldsboro will not specify only a "brand name" product instead of allowing "an equal" product to be offered without listing its salient characteristics. Refer to FTA C 4220.1F, for examples of possible ways to list salient characteristics when using a "brand name or equal" specification.
8. The City of Goldsboro shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences

DRAFT

in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

9. All lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. Also, the City of Goldsboro will not preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its closing date. Additionally, to the maximum extent possible, every effort shall be made to use Minority and Women Businesses in acquiring goods and services.
10. Revenue contracts will be awarded utilizing competitive selection procedures and principles. Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an asset funded with public transportation funds. The City of Goldsboro will be responsible for determining what level of competition is appropriate for a particular contract. A competitive selection process would normally only be needed where there are several potential competitors for a limited opportunity—a competitive process would be required to allow all interested parties an equal chance.
11. For all architectural, engineering, design, or related services the Authority must use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures unless project is to be funded with State funds only and fee is less than $30,000. Qualifications-based competitive proposal procedures can only be used for procurement of program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.
    (1) The City of Goldsboro must follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1F, to retain a qualified registered architect or professional engineer.
        - Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
        - Good faith effort to use MBE or WBE.
        - Selection shall be based on qualifications and competence.
        - Price negotiation is conducted with the most qualified offer.
        - NCDOT Public Transportation Division must review and approve selection (projects funded with public transportation funds).
    (2) Exemption from request for qualifications (RFQ) and formal procedures for securing A&E Services, N.C.G.S. 143-64.32. **(state-funded projects only)**

DRAFT

- If design fee is estimated less than $30,000, procedures listed at item (1) above may be waived.
- Exemption must be granted by the Authority's governing board.
- A/E firms may be contacted directly.
- One or more may be evaluated for qualifications
- Negotiated contract
- NCDOT Public Transportation Division involvement in selection and negotiation required (projects funded with public transportation funds).

12. Arbitrary Action: Federal Transportation Authority will not fund procurements that indicates any arbitrary action in the procurement process that is considered to be restricting competition. File documentation is required to evaluate whether or not any arbitrary action occurred.

AUTHORITY ASSURANCES

1. A review of proposed procurements is accomplished in order to avoid the purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. However, procurements will not be divided in an effort to evade competition.
2. Available state and local intergovernmental agreements for procurement or use of common goods and services are utilized whenever possible, as applicable. When obtaining goods or services in this manner, all federal requirements, required clauses, and certifications (including Buy America) must be properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. The vehicle contracts awarded by PTD for the purchase of transit vehicles already include all federal requirements.
3. Efforts are made to jointly procure goods and services with other grantees, whenever feasible and practical. When obtaining goods or services in this manner, all federal requirements, required clauses, and certifications must be properly followed and included in the resulting joint solicitation and contract documents.
4. Consideration is given to assigning contractual rights to purchase goods and services to other grantees or obtaining these contractual rights from other grantees. The original contract must contain appropriate assignability provisions. Grantees who obtain these contractual rights (commonly known as "piggybacking") may exercise them after first determining the contract price remains fair and reasonable. When using federal funding, the City will determine whether the contract price or prices originally established are fair and reasonable. (see attached checklist) In lieu of purchasing new equipment and property, the utilization of Federal/State excess and surplus property will be considered, whenever such use is feasible and reduces project costs.

DRAFT

5. Value engineering clauses are included in contracts for construction projects, as appropriate.
6. Analysis is made of lease versus purchase alternatives and/or any other appropriate analysis to determine the most economical and practical procurement.
7. The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement.
8. Prior to utilizing any electronic (E-Commerce) methods for soliciting offers, ordering products, or transferring funds, the City of Goldsboro must have written procedures and must ensure the requirements for full and open competition are met. E-Commerce activity is best defined as the processing of business transactions over the Web. This includes use of an electronic procurement system (such as the state uses) and a broad range of other options such as ordering supplies over the Internet, using the Internet to publicize requests for bids and accept bids online, and using electronic banking.
9. Contracts are made only with responsible contractors who possess potential ability to perform successfully under terms and conditions of the contract. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 CFR 29. This now applies to procurements over $25,000. Grantees are required to comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and NCDOT recommend that grantees use a certification form for projects over $25,000, which are funded with Federal funds.
10. Some form of cost or price analysis is made and documented in the procurement files in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Authority must make independent estimates before receiving bids or proposals.
    1. Cost Analysis. A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost, (e.g., under professional, consulting, and architectural and engineering services contracts, etc.).
       A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.
    2. Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

DRAFT

3. Profit. The City of Goldsboro will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
4. Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. This applies to State-funded projects as well.
5. Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

11. Records are maintained that detail the history of each procurement. At a minimum, these records must include:
    - The rationale for the method of procurement;
    - Selection of contract type;
    - Reasons for contractor selection or rejection; and
    - The basis for the contract price.
    - The section on Methods of Procurement includes the documentation requirements for each threshold funding level.
12. Procurement documents and records are retained for at least three (3) years after project completion and are available to Federal and State awarding agencies, on request.
13. A system for contract administration is maintained to ensure contractor conformance with the terms, conditions and specifications of contracts or purchase orders and to ensure adequate and timely follow-up of all purchases. Consideration will be given to the type of contract and the specific requirements of each. As a general guide, the following will be monitored and documented:
    (1) Contractor conformance with the contract price.
    (2) Contractor conformance with the delivery and/or completion dates.
    (3) Compliance with the specifications of product or construction requirements.
    (4) Payment of any required security or performance deposits by the contractor.
    (5) Compliance with rules and regulations for contracts of the funding source.
    (6) Document whether contractors have met the terms, conditions and specifications of the contract.

DRAFT

Solicitations for goods and services provide for all of the following:

(1) Clear and accurate description of the technical requirements of the item/service being procured.

- Description must not contain features that unduly restrict competition.
- Description, whenever practicable, will be in the form of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- Detailed product specifications should be avoided if at all possible.
- A "brand name or equal" description may be used as a means to define the performance or other salient characteristics of a procurement.

(2) Requirements that bidders must fulfill and all other factors to be used in evaluating bids or proposals.

(3) Acceptance of products and services dimensioned in the metric system of measurement, to the extent practicable.

(4) Preference for products and services that conserve natural resources and protect the environment and are energy efficient.

(5) Positive efforts are made to utilize Disadvantaged Business Enterprises (DBEs).

- Ensure DBEs are used to the fullest extent practicable.
- Make information on forthcoming opportunities available to encourage and facilitate participation by DBEs.
- Consider in contract process whether firms competing for larger contracts intend to subcontract with DBEs.
- Encourage contracting with consortiums of DBEs when contract is too large for individual DBE.
- Use services/assistance of such organizations as Small Business Administration, local chamber of commerce, etc., in solicitation and utilization of DBEs.
- Document efforts and actions taken to utilize DBEs.
  - Time and material type contracts are used <u>only</u>:
- After a determination that no other type of contract is suitable; and
- If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

DRAFT

METHODS OF PROCUREMENT

SUBJECT: COMPETITIVE BIDDING

N. C. GENERAL STATUTE REFERENCE: G.S. 143-129

PURPOSE: The purpose of this policy shall be to define the City's position on competitive bidding.

POLICY: Competitive Bidding

It is the policy of the City to write product specifications in such a way as to encourage competitive bidding whenever possible. In such cases where the specifications recommended by a department head or others have the result of discouraging or precluding competitive bidding, the burden of the proof shall rest with that department head or others to justify the need for such restrictive specifications. The City Council shall always be advised of situations where competitive bidding was not possible and the reasons. Those insisting on specifications which discourage or preclude competitive bidding shall be expected to defend those specifications before the City Manager.

DRAFT

It is also the policy of the City to offer local vendors the opportunity to submit bid proposals on any items or projects that are within that vendor's normal scope of work.

This policy should not be interpreted as restricting requests for bid proposals to local vendors only. The purpose of this policy is to assure that local vendors have an opportunity to participate in City contracts.

SUBJECT: **Micro-Purchases –Purchases of $3,000 or less**

PURPOSE: The purpose of this policy is to provide a uniform procedure for the procurements that involve purchases less than $3,000.

POLICY: Written specifications shall be prepared by the requesting department and reviewed by the Finance Department for all purchases that are less than $3,000.

- May be made without obtaining price quotes
- Local procurement guidelines must be followed
- Equitable distribution among qualified suppliers
- No splitting of procurements to avoid competition
- Davis-Bacon Act applies to construction > $2,000 (federal funds only)
- Purchases must be approved by the Finance Director. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
- Minimum documentation required:
  - How price was determined to be fair and reasonable (comparison of catalog/online prices, etc.) and which vendor was selected
  - Vendor must comply with Federal requirements if Federal funds are used for construction. The Davis-Bacon Act applies to costs of $2,000 or more and requirement must be included with solicitation.
  - Document approval by authorized person

DRAFT

SUBJECT: **SMALL PURCHASES THAT ARE LESS THAN $5,000**

PURPOSE: The purpose of this policy is to provide a uniform procedure for the procurements that involve purchases less than $5,000

POLICY: Written specifications shall be prepared by the requesting department and reviewed by the Finance Department for all purchases that are less than $5,000.

1. Solicit at least 3 bidders (may be telephone quotes)
2. If Federal funds are used, applicable Federal requirements must be included in the solicitation
3. Purchases must be approved by the Department Head/Finance Director. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
4. Minimum documentation required (ICE):
   Document quotes received (3 quotes do not have to be received)

Prepare requisition with independent cost estimate with checklist
Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection (delivery date; better warranty/service; etc.)
Document approval by authorized person before purchase

PURCHASE APPROVAL:

Approval of small purchases involving the expenditure of less than $5,000 must be approved by Department Head and Finance Director.

DRAFT

SUBJECT: INFORMAL BID - FOR CONSTRUCTION OR REPAIR CONTRACTS AND PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT

N.C. GENERAL STATUTE REFERENCE: G.S. 143-131

PURPOSE: The purpose of this policy is to provide a uniform procedure for construction or repair contracts and the purchase of apparatus, supplies, materials, or equipment involving the expenditure more than $5,000 but less than $90,000.

POLICY: Written specifications, drawings, designs, and/or descriptions of work shall be prepared by the requesting department and reviewed by the Finance Department for all construction, renovation, improvements or purchases that exceed $5,000 and must **s**olicit written quotes from at least 3 bidders or suppliers.

1. Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)
2. Purchases must be approved by the Finance Director. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
3. Requires pre-award approval of the following. Submit Procurement Checklist, and all other documentations prior to purchase/award of:
   - Any New-type rolling stock purchase
   - Any construction project ≥ $5,000
   - Any "brand name" product or sole source purchase ≥ $5,000
   - Any contract to other than apparent lowest bidder ≥ $5,000
4. Minimum documentation required (ICE):
   - Minority Business Enterprise (MBE) and Disadvantage Business Enterprise (DBE) good faith efforts must be documented
   - Document quotes solicited and quotes received (3 quotes do not have to be received)
   - Document which vendor was selected--if vendor with lowest price is not selected, include basis/reason for selection -- (delivery date; better warranty/service; etc.) and justification
   - Document approval by authorized person before purchase/ award, including any pre-award approval
   - Submit requisition, independent cost estimate with Procurement Checklist with reimbursement request
5. Contracts issued by the North Carolina Division of Purchasing and Contracts shall be used whenever possible in the acquisition of all "apparatus, supplies, materials, or equipment".

DRAFT

6. Local vendors registered with the State of North Carolina as **"Historically Underutilized Businesses**" shall be given every opportunity to offer bid proposals on purchases of "apparatus, supplies, materials, or equipment" for the City of Goldsboro.
7. All proposals, quotes, or bids, received for purchases of $5,000 or more shall be in written form.
8. The Finance Department is responsible for maintaining files containing original copies of all bid documents for purchases that exceed $5,000.
9. Proposals for purchases under $5,000 may be obtained in writing or verbally from a supplier. The requesting department is responsible for maintaining records of all written or verbal proposals received for purchases under $5,000.
10. The award will be made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.

PURCHASE APPROVAL:

DRAFT

Approval of informal purchases involving the expenditure of more than $5,000 but less than $90,000 are made by the Finance Director and additional approval of purchases involving the expenditure of more than $15,000 is made by the City Manager. As a matter of practice, Building Construction or Repair contracts that are presented to the City Council for their information and approval.

Purchases involving the expenditure of more than $90,000 are considered formal purchases and must follow the formal purchasing policy and procedure.

SUBJECT: FORMAL BID - FOR CONSTRUCTION OR REPAIR CONTRACTS AND PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT

N.C. GENERAL STATUTE REFERENCE: G.S. 143-129

PURPOSE: The purpose of this policy is to provide a uniform procedure for construction or repair contracts and the purchase of apparatus, supplies, materials, or equipment involving the expenditure of $90,000 or more.

POLICY: The formal (sealed) bidding process must be used when:

Funding source is:	**& Procurement is for:**	**& Projected Cost is:**
State/Local Funds **ONLY**:	Equipment, Supplies, or Services	≥ $ 90,000
	Construction	≥ $500,000
Federal **AND** State/Local Funds:	Equipment, Supplies, or Services	≥ $ 90,000
	Construction	≥ $100,000

DRAFT

1. Review of new/adapted specifications prior to solicitation of new-type rolling stock.
   - A review of drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects. Publish advertisement (electronic ad may be used) for the bid, at least once, 7 days prior to opening
   - All bids must be sealed and publicly opened at stated time and place
   - At least 3 suppliers/contractors must be solicited (in addition to ad, at least 3 must be notified)
   - Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)
2. Additional requirements for construction procurements:
   - The solicitation and the contract awarded thereunder must include a clear and accurate description of the recipient's technical requirements for the property or services to be acquired in a manner that provides for full and open competition. The description may include a statement of the qualitative nature of the property or services to be acquired. When practicable, the recipient should describe its

requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. The Common Grant Rules for governmental recipients states that "Detailed product specifications should be avoided if at all possible." Both Common Grant Rules express a preference for performance or functional specifications, but do not prohibit the use of detailed technical specifications when appropriate.

- Minimum of 3 sealed bids must be received. If less than 3 bids are received, the City must advertise for bids again; and if as a result of such second advertisement, less than 3 competitive bids are received from reputable and qualified contractors, the City may let contract to the lowest responsible bidder, even if only one bid is received. \
- The award will be made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.
- Bid guarantee bond (5% of bid price)
- Performance and payment bonds (100% of contract price)
    - Performance Bond. It is generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.
    - Payment Bond. It is generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

      Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,

      More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or

      More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

- MBE and DBE (Federal Funding) verifiable goal for construction procurements > $100,000 is a minimum of 10% when state funds are used.
- NCDOT requirement is 10% MBE and 5% WBE.

DRAFT

- Required steps must be taken to satisfy MBE requirements in accordance with (G.S. 143-128.2(f)).

3. Document advertisement for bids and document the number of bids solicited and number of bids received by completing Procurement Checklist for Formal Bids.
4. Purchases must be approved by the Finance Director/City Manager. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.
5. Submit checklist, tabulation, and related documentation for prior approval before entering into a contract or commencing with construction related work.
   - Award shall be made to the lowest responsive and responsible bidder(s). If recommendation is other than low bid, justification must be submitted along with above checklist and related documentation
   - City Manager must pre-approve any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of $90,000.
6. Any or all bids may be rejected if there is a sound documented business reason.
7. Contract award will be made in writing to the lowest responsive and responsible bidder
   - Contract award announcements for any procurement of goods, services, or construction with value of $500,000 or more **in federal funds** must:
   - Specify the amount of Federal funds that will be used to finance the acquisition; and
   - Express the said amount as a percentage of the total costs of the planned acquisition.

   Bid responsiveness involves the question of whether the bid, as submitted, represents an unequivocal offer to do exactly what the City of Goldsboro has specified, so that acceptance of the bid will bind the contractor to meet the City of Goldsboro's requirements in all material aspects. Any and all bids judged to be *nonresponsive must be rejected. Examples of bids typically considered nonresponsive include:*
   - The bid fails to conform to material requirements;
   - The bid does not conform to applicable specifications (unless the invitation allowed alternates);
   - The bid fails to conform to delivery schedule or permissible alternates;
   - The bid imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the entity;
   - There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered) or works an injustice on other bidders;
   - The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;
   - date;
   - The bidder fails to furnish a bid guaranty in accordance with the requirements of the invitation; or

DRAFT

- Failure to submit Buy America Certification (if required).
- When there are lower bids than the bid being accepted for award, the award decision document must give the reasons for rejecting the lower bids. When there are equal low bids, the documentation must describe how the tie was broken.

8. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest
9. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken
10. Minimum documentation required (ICE):
    - Written documentation to support that each requirement was met, requisition and independent cost estimate
    - Minority Business Enterprise (MBE) and Disadvantage Business Enterprise (DBE) good faith efforts must be recorded
    - Solicit minority participation in contracts for the erection, construction, alteration or repair of any building
    - A 10% goal is mandated by N.C.G.S. if state grant funds are used. NCDOT requirement is 10% MBE and 5% WBE.
    - Documented efforts must be reported to State Construction
    - Document approval from PTD (if applicable)
    - Document approval by authorized person before purchase/award

11. Time and Materials—Restricted. FTA- Common Grant Rule for governmental recipients permits the use of time and material contracts only:
    - When to Use. After determining that no other contract type is suitable;
    - Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

12. Fixed Price Contract. The procurement generally lends itself to a firm fixed price contract.

13. Price Determinative. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

14. Discussions Unnecessary. Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

DRAFT

SUBJECT: COMPETITIVE PROPOSAL/REQUEST FOR PROPOSAL (RFP)

PURPOSE: The purpose of this policy is to provide a uniform procedure for competitive proposals/request for proposals

POLICY: The competitive proposal/request for proposal method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. Note that certain restrictions apply under North Carolina law for use of the RFP method.

A request for proposals (RFP) typically includes all of the elements of an invitation for bids (IFB). The required feature that principally distinguishes the RFP from an IFB is the listing of evaluation factors. These evaluation factors typically include:

- Responsibility factors such as financial, human, and physical capacity to perform; and
- Technical factors such as the degree to which the proposer is expected (based on information submitted and available) to achieve the performance objectives, to provide the quality expected, and on the relative qualifications of the proposer's personnel.

Many RFPs go beyond listing these factors in order of importance, and also describe the evaluation process in detail—listing weights for each factor, illustrating the scoring method, and specifying the procedure for weighing price into the selection.

The purposes for disclosing of the evaluation process are so that:

- Offers can more accurately respond to your needs rather than solely rely on the technical specifications alone;
- Proposers will be able to clearly present the information you need to conduct your evaluation; and
- The appearance of favoritism or unethical practice in offer or selection will be diminished.

The competitive proposal process involves a subjective evaluation process and discussions that are typically confidential. RFPs are typically publicized in newspapers and/or trade journals, and are issued to qualified mailing lists maintained in a manner similar to IFB lists.

- Competitive Proposal/Request for Proposal (RFP) Method **may not** be used in lieu of an IFB for:
  - Construction/repair work; or
  - Purchase of apparatus, supplies, materials or equipment.
- Competitive Proposal/Request for Proposal (RFP) Method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or

DRAFT

redesign of information technology supporting business processes. The following minimum requirements [G.S. 143-129.8] apply:

- Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).

- An award shall be made to the responsible offeror whose proposal is most advantageous to the City's program with price and best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

- The awarding authority may use procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals.
- The awarding authority may negotiate with any proposer in order to obtain a final contract that best meets the needs of the awarding authority.
- Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that:
    - Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and
    - Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.
- Proposals submitted shall not be subject to public inspection until a contract is awarded.

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The award must be approved by the City Manager. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented. Competitive Proposal/Request for Proposal (RFP) Method, in accordance with FTA C 4220.1F, under the guidelines of *FTA Best Practices Procurement Manual*, should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. Note that certain restrictions apply under North Carolina law for use of the RFP method. For all architectural, engineering, design, or related services, the qualifications-based competitive proposal process must be used.

When the RFP method is used for procurement of professional services, the following minimum requirements apply:

- Normally conducted with more than one source submitting an offer (proposal);
- Either fixed price or cost reimbursement type contract will be used;
- Generally used when conditions are not appropriate for use of sealed bids;
- Requests for proposals will be publicized;
- All evaluation factors will be identified along with their relative importance;

- Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered;
- In determining which proposal is most advantageous, grantees may award to the proposer whose proposal offers the greatest business value (best value) to the City of Goldsboro and performance, where quality is considered an integral performance factor;
- Awards must be approved by the City Manager. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

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SUBJECT: PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES

PURPOSE: The purpose of this policy is to provide a uniform procedure for architectural and engineering services

POLICY: For all architectural, engineering, design, or related services the City must use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Mini Brooks Act procedures unless project is to be funded with State funds only **and** fee is less than $30,000.

1. The City shall follow applicable statutes, N.C.G.S. 143-64.31-34 and FTA requirements set forth in 4220.1F, to retain a qualified, registered architect or professional engineer.

   Qualifications-based competitive proposal procedures require that:

   - An offer's qualifications be evaluated;
   - Good faith effort to use MBE/WBE.
   - Price be excluded as an evaluation factor;
   - Negotiations be conducted with only the most qualified offer; and
   - Failing agreement on price, negotiations with the next most qualified offer be conducted until a contract award can be made to the most qualified offer whose price is fair and reasonable to the grantee.
   - Geographic location may be a selection criterion in procurements for A&E services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
   - NCDOT Public Transportation Division must review and approve selection (projects funded with public transportation funds).[1]
   - Qualifications-based competitive proposal procedures can only be used for procurement of the following services:
     - Program management
     - Construction management
     - Feasibility studies
     - Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services
   - If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
   - Awards must be approved by the City Manager. The approval authority must ensure required procurement procedures were followed, funds are available, and that the procurement history file has been properly documented.

     Written documentation must be maintained to support each step of the procurement process Exemption from RFQ and formal procedures for securing A & E Services, N.C.G.S. 143 64.32.
   - If design fee is estimated to be less than $30,000 and only **state/local funds** are used, procedures listed above may be waived.
   - Exemption must be granted by the City Council.

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- A/E firms may be contacted directly.
  - One or more may be evaluated for qualifications
  - Negotiated contract

- NCDOT Public Transportation Division involvement in selection and negotiation required (projects funded with public transportation funds).
- Written documentation must be maintained to support each step of the procurement process

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SUBJECT: PROCUREMENT OF DESIGN-BID-BUILD

N.C. GENERAL STATUTE REFERENCE: G.S. 143-128.A1, G.S. 143-128.1B

PURPOSE: The purpose of this policy is to provide a uniform procedure Design-Bid-Build Method of construction

POLICY:

Design-Bid-Build Method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process.

- The selected designer prepares plans, specifications and bid documents in accordance with state requirements.
- The owner lets bid with the assistance of the designer. Depending on the estimated cost, this may be formally bid or informally bid.
- Separate or prime bids may be requested if formally bid.
- Award to the lowest, responsive bidder or bidders.
- Design-Build Method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings.

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SUBJECT: PROCUREMENT BY NONCOMPETITIVE PROPOSAL (SOLE SOURCE)

PURPOSE: The purpose of this policy is to provide a uniform procedure for noncompetitive procurement (Sole Source)

POLICY:

1. The noncompetitive proposal method is defined as:
   - Solicitation of a proposal from only one source; or
   - After solicitation of a number of sources, competition is determined inadequate; or
   - A contract change outside the scope of original contract is also considered a sole source procurement.
2. Procurement by noncompetitive proposal may be used under the following circumstances:
   - If the award of a contract is infeasible under competitive procedures;
   - Item is only available from a single source;
   - Emergency situation will not permit a delay in the purchase of item;
   - Solicitation provides only one bid, and competition is determined to be inadequate. The City will review all specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After it is determined that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when situation occurs.
   - Item is an associated capital maintenance item and is purchased directly from original manufacturer:
     - The manufacture or supplier is the only source for item
     - The price is no higher than usual price paid
   - A cost analysis is required
   - Establish a fair and reasonable profit margin
   - If federal funds are used, applicable Federal requirements and certifications must be submitted to the vendor
   - Sole source requires local governing board approval
   - Pre-approve all sole source procurements $\geq$ $5,000 is required
   - Written documentation must be maintained to support each step of the procurement process

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SUBJECT: USED EQUIPMENT PURCHASES

N. C. GENERAL STATUTE REFERENCE: G.S. 143-129(E)(10)

PURPOSE: The purpose of this policy is to provide a uniform procedure for the purchase of "used apparatus, supplies, materials, or equipment."

POLICY: Local governments may purchase used apparatus, supplies, materials, or equipment without complying with the competitive bidding requirements. This exception recognizes the situation that usually exists with used equipment, which is that each item is unique in terms of age and condition, making bidding impractical.

This exception does not apply, however, to **remanufactured, refabricated, or "demo"** items.

For the purposes of this exception, the statute defines a "demo" item as one that is used for demonstration and is sold by the manufacturer or retailer at a discount.

For the purpose of licensed or titled vehicles, a "used" vehicle is one that has been "titled" to a previous owner.

Although the City rarely buys "used" apparatus, supplies, materials, or equipment, on occasion it may be determined by the Fleet Manager in consultation with the Purchasing Manager, that the savings realized by purchasing a "used" piece of equipment would be in the best interest of the City.

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PURCHASE APPROVAL:

Approval of "used" purchases involving the expenditure of more than $5,000 but less than $50,000 are made by the Finance Department.

Approval of "used" purchases involving the expenditure of more than $50,000 are made by the City Manager.

SUBJECT: **PURCHASE ORDER**

PURPOSE: The Purchase Order serves as authorization to the supplier to furnish a product or service to the City. It is used to encumber funds and assures the suppliers' that funds are available for the purchase.

POLICY: All Purchase Orders must be approved by the Finance Department before orders can be processed.

Confirming orders will not be issued to suppliers once an order has been placed by a department without authorization.

The Finance Department must authorize and issue all Purchase Orders.

PROCEDURE:

1. The Finance Department will review all requests in the electronic purchasing system, and if in order, will issue the purchase order. Persons who use this procedure will always refer to the purchase order number when placing orders. For all that is received on a purchase order, a signed counter ticket, packing slip, etc., must be forwarded to Accounts Payable with any receiving report requesting payments against this purchase.

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WHEN TO PLACE AN ORDER

The Finance Department should receive all purchase requests in sufficient time to allow the proper procedure to be followed in obtaining the required item.

Example:

1. Routine purchase orders are normally processed within 2 days of receipt of electronic purchase order

2. Items with an estimated cost of $5,000 to $89,999.99 require informal bids and may require a **60 day lead time.**

3. Items with an estimated cost of $90,000.00 or more requires use of the formal bid procedure, advertisement, receiving bids and approval of the City Council. These require a **90 day lead time.**

WHERE TO PLACE ORDERS

All orders authorized by a Department Head or Division Manager are to be sent to the Finance Department for processing.

SIGNING FOR ORDERS

Delivery tickets should only be signed by the person in charge of an office or one who has been authorized to do so by his supervisor. Before signing a delivery ticket, the quantity and condition of the delivered item should be checked carefully. If the item is boxed or crated where it cannot be checked, indicate on the delivery ticket "Item Not Checked". If damage is apparent, indicate "Damaged" on the delivery ticket and contact the vendor immediately. The Purchasing Division should also be advised of this action.

PARTIAL SHIPMENTS

Partial shipments are those when only a part of an order is delivered. These orders may be paid for upon delivery. It should be noted on the receiving report which item(s) are on back order. **ONLY INVOICES FOR WHICH ITEMS HAVE BEEN RECEIVED WILL BE PAID. IN NO INSTANCE WILL THE CITY PAY IN ADVANCE FOR ANY ITEM ON ORDER.**

CHANGE ORDERS

Orders must be changed in writing with the approval of the City Council/City Manager.

CANCELLATION OF ORDERS

All orders must be canceled in writing by the Finance Department.

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SUBJECT: CHECKING OF FUNDS

PURPOSE: The purpose of this procedure is to establish the responsibility for insuring funds is available before making or requesting a purchase.

PROCEDURE:

1. Before placing an order, first be familiar with what funds were authorized in the current fiscal year budget.

2. Review the accounts in the City's accounting software to determine what line item to use and to determine the fund balance of that account.

3. When ordering capital equipment (equipment costing $5000 or more and with a life expectancy of one year or more) the item must be specifically budgeted for and previously approved in the department's capital budget.

For orders where there is a lack of sufficient funds, a request for approval must be submitted in writing to the Finance Officer and City Manager.

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SUBJECT: **ADVERTISING FOR BIDS**

PURPOSE: The purpose of this policy is to establish who shall advertise for bids and when.

N.C. GENERAL STATUE REFERENCE G.S. 143-129(b)

POLICY: North Carolina G.S. 143-129(b) require that at least seven full days must lapse between the date the advertisement appears and the date of the opening of formal bids.

Examples of Formal bids that require advertising include the following:

1. Apparatus, Supplies, Materials, & Equipment $90,000.00 or more
2. Construction or Repair $500,000.00 or more
3. Certain Specific Projects Authorized by City Council $30,000.00 or more

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PROCEDURE:

1. All Legal Notices are published in the Goldsboro News Argus.
2. Legal Notices are normally due to the newspaper office 4 days prior to publication unless a weekend is involved.
3. Each Legal Notice must contain the following:
    a. Time and location where plans and specifications may be obtained
    b. Time and location of bid opening
    c. The City shall reserve the right to reject any and all bids
    d. On certain construction contracts, a notice that bidders must be properly licensed under Chapter 87, General Statutes of NC.

CONTRACT OPTIONS

Options may be included in contracts. An option is a unilateral right in a contract by which, for a specified time, the purchaser may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the choice is made to include options, the following requirements apply:

Evaluation of Options – option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

Exercise of Options – the City of Goldsboro must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. All contracts will undergo review by City of Goldsboro's legal counsel prior to execution. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for the following:

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ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

In instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of $5,000.)

TERMINATION FOR CAUSE AND FOR CONVENIENCE

(a) Termination for Convenience

(1) The City may terminate Agreements upon receipt of any notice that effectively terminates or denies operating assistance from the Federal Transit Administration (FTA) or other cognizant Federal agency, or the North Carolina Department of Transportation.

(2) The City may terminate Agreements if funded is dissolved.

(3) Any termination under this paragraph shall be effected by delivery to the Company of written notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) Termination for Default

(1) In the event that review of the Company's performance shows nonconformance to the work required by an Agreement, the General Scope of Work or other terms or conditions contained herein as a result of Company's errors, omissions or negligent acts, the Company shall be in breach of this Agreement and the City may take corrective action as it deems necessary including, but not limited to, termination, withholding

or reduction of payment. In the event that the City fails to comply with the terms of this Agreement, the Company shall have the right to terminate an Agreement.

(2) A termination under this paragraph shall be effected by delivery to the defaulting party or parties of a written notice of termination stating the reason(s) therefore thirty (30) days prior to the effective date of the termination. The party or parties receiving notice shall thereafter have ten (10) days to provide an explanation or justification, and/or shall undertake any reasonable remedial action required by the noticing party. If, in the opinion of the noticing party, the other party or parties remain in violation of this Agreement at the completion of the ten (10) day period, the Agreement shall be terminated as provided in the notice of termination whereupon all obligations of the noticing party to the other party or parties shall cease.

(3) Nothing contained herein shall prevent the City from pursuing any other remedy which they may have against a Company including claims for damages.

(c) Payment Upon Termination. In the event the work is terminated prior to completion of the services by Company, Company shall be paid for services performed to the date of termination. In no event will the amount due Company in the event of termination exceed that amount set forth in or agreed upon.

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STATUTORY AND REGULATORY REQUIREMENTS

A current but not all-inclusive and comprehensive list of statutory and regulatory requirements applicable to procurements (such as Davis-Bacon Act, Disadvantaged Business Enterprise, Clean Air, and Buy America) is contained in the FTA Master Agreement. The City is responsible for evaluating these requirements for relevance and applicability to each procurement. For example, procurements involving the purchase of iron, steel and manufactured goods will be subject to the "Buy America" requirements in 49 C.F.R. Part 661. Further guidance concerning these requirements and suggested wording for contract clauses may be found in FTA's Best Practices Procurement Manual. Also a matrix of the Federal clauses required in all contracts funded in part with FTA funds can be located in the FTA Circular 4220.1F. PAYMENT PROVISIONS IN THIRD-PARTY CONTRACTS

Advance Payments.

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA. There is no prohibition on a grant recipient's use of local match funds for advance payments. However, advance payments made with local funds before a grant has been awarded, or before the issuance of a letter of no prejudice or other pre-award authority, are ineligible for reimbursement.

Progress Payments.

Grantees may use progress payments provided the following requirements are followed:

(1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.

(2) The grantee must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

LIQUIDATED DAMAGES PROVISIONS

A grantee may use liquidated damages if it may reasonably expect to suffer damages and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

CONTRACT TERM LIMITATION

Recipients of Federal and State public transportation funds are not allowed to enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) should be based on sound business judgment. The establishment of contract terms and the extension of contract terms will be based on the minimum time necessary to accomplish the purpose of the contract. Additional factors to be considered include competition, pricing, fairness and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification. Patent or data rights restrictions preclude competition.

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TAG-ONS

"Tag-ons" is a term describing the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others and then treating the add-on portion as though it met the requirements of competition. Tag-ons are not permitted.

PIGGYBACKING

Piggybacking is defined as an assignment of existing contract rights to purchase supplies and equipment. Piggybacking is not currently an allowable purchasing option.

CONTRACTUAL INSURANCE REQUIREMENTS – CONSTRUCTION CONTRACTS

These guidelines are not all inclusive and scopes and limits could change due to the nature of the service provided. However, minimum standards are illustrated below.

A vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors, if applicable.

Minimum Scope of Insurance:

- General Liability
- Auto Liability, if applicable
- Worker's Compensation Insurance
- Professional Liability, when applicable

Minimum Limits of Insurance:
General Liability — No less than $1,000,000, with $2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.

Auto Liability:
No less than $1,000,000, with $2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

Workers Compensation and Employers Liability:
Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than $1,000,000 for bodily injury per accident.

Deductibles and Self-Insured Retention:
Any deductible or self-insured retention must be declared to and approved by the city.

OTHER INSURANCE PROVISIONS

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor insurance to be considered primary for losses that occur as a direct result of the contractor's actions. The policy should cover the city for any liability arising out of the activities performed by or on behalf of the contractor, including products and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the city, its officers, officials, employees or volunteers.

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2. Any insurance maintained by the city shall be in excess of the contractor's insurance.

3. Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

VERIFICATION OF COVERAGE

The contractor shall furnish the city with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the city on standard form before a contract is valid.

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SUBJECT: **SALE OF SURPLUS PERSONAL PROPERTY**

PURPOSE: The purpose of this procedure is to establish certain guidelines for the disposal of any obsolete, surplus, or other equipment the City may offer for sale to the public.

N.C. GENERAL STATUTE REFERENCE: G.S. 160A-270

POLICY:

Council adopted resolution at its June 6, 2005 meeting allowing the City to sell City's surplus property using the electronic auction method. The City will keep a record of all property sold, description of the property, amount of the sale and to whom it is sold. All sales are made in compliance with the NC Statutes governing such.

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H**OW ITEMS ARE SOLD:**

Surplus equipment such as automobiles, trucks, furniture, and other equipment are sold by electronically means as need dictates.

INFORMAL BID/QUOTE - PROCUREMENT CHECKLIST

$5,000 - $89,999 (Equipment/Supplies)*
$5,000 - $299,999 (>$100,000 with federal funds) (Construction)*

This checklist incorporates the State's local government procurement requirements as stated in N.C.G.S. 143-129 and 143-131, the Federal Transportation Administration's (FTA) requirements as stated in FTA Circular 4220.1F, guidance found in FTA's Best Practices Manual, and FTA's Master Agreement, dated October 1, 2002, and any subsequent amendments or revisions thereto.

TYPE OF PURCHASE (list quantity and describe)
Submit Procurement Checklist and supporting documentation for prior approval NEW-TYPE ROLLING STOCK** and CONSTRUCTION RELATED PROCUREMENTS OVER $5,000
__ Construction: _____
__ Rolling Stock: _____

Submit Procurement Checklist with Request for Reimbursement for the following types of purchases that are less than $89,999:
__ Equipment/supplies: _____
__ Service Contract: _____
__ Other: _____

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FUNDING SOURCES (check all that apply)
__ State funds - Complete Part A of Procurement Process only
__ Federal funds- Parts A and B of Procurement Process must be completed
FTA grant funds: __5311

PROCUREMENT PROCESS

_____ **A**. **INFORMAL QUOTES**: Equipment & Supplies- $5,000-$89,999; Construction- $5,000-$499,999 (state funds only) Construction-$5,000-$100,000 (federal and state funds) Written quotes must be submitted by offer.

1. Specification or criteria.
2. Solicitation: Mail to at least 3 responsible suppliers (list): _____
   _____
3. Tabulation of written quotes received (attach copy): _____
4. Contract award (or Purchase Order) issued to (attach copy): _____
5. (If award made to other than the low bidder, provide justification for award.)
6. Independent Cost Estimate prepared and submitted (ICE worksheet).
7. Responsibility Determination Form prepared and submitted.
8. Verification of disclosure of debarment and suspension
9. Construction Requirements:
   MBE participation: _____ (attach record of contractors solicited and efforts to recruit MBEs and DBEs)
   a) All public entities shall solicit minority participation in contracts for the erection, construction, alteration or repair of any building awarded pursuant to this section. The public entity shall maintain a record of contractors solicited

and shall document efforts to recruit minority business participation in those contracts.

b) A 10% goal required for projects of $100,000 or more involving state funds: _____

7. E-Verify Affidavit
8. Buy America Pre-Award:
   - Certification requirement for procurement of steel or manufactured products.
   - Certification requirement for procurement of buses, other rolling stock and associated equipment.
   - Pre-Award and Post Delivery Audits of rolling stock purchases.

9. State funded only: go to last page, certify with authorized signature. __
   FTA funded: complete all sections of item **B. FEDERAL REQUIREMENTS** that apply. __

____ **B. FEDERAL REQUIREMENTS:** Federal Terms and Conditions; Special Conditions; and Compliance Requirements

B-1 All solicitations MUST contain the following requirements if federal funds are used.

__ 1. Federal Changes
__ 2. Geographic Preference
__ 3. Conflict of Interest
__ 4. Lobbying
__ 5. EEO
__ 6. DBE (except revenue rolling stock procurements)
__ 7. Title VI - Civil Rights
__ 8. ADA
__ 9. Clean Air
__ 10. Clean Water
__ 11. Energy Conservation
__ 12. Access to Records and Reports
__ 13. No Federal Government Obligations to Third Parties
__ 14. Program Fraud and False or Fraudulent Statements and Related Acts
__ 15. Termination or Cancellation of Contract
__ 16. Government Debarment and Suspensions
__ 17. Breaches and Dispute Resolutions
__ 18. Protest Procedures
__ 19. State and Local Law Disclaimer
__ 20. Incorporation of Federal Transit Administration Terms
__ 21. Environmental Protection
__ 22. Hold Harmless
__ 23. Seat Belt Usage.

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B-2 Additional Requirements - complete applicable section for type of purchase.

- ***Construction Quotes:***
  - __ 1. Liquidated Damages
  - __ 2. Cargo Preference
  - __ 3. Seismic Safety Requirements
  - __ 4. Bonding Requirements
  - __ 5. Davis-Bacon Act
  - __ 6. Contract Work Hours and Safety Standards Act (construction)
  - __ 7. Copeland Anti-Kickback Act
  - __ 8. Metric System

- ***Equipment/Supply Quotes:***
  - __ 1. Cargo Preference
  - __ 2. Recycled Products
  - __ 3. Contract Work Hours and Safety Standards Act (non-construction)

- ***Operational Service Contract:***
  - __ 1. Drug and Alcohol Testing
  - __ 2. Charter Bus Requirements
  - __ 3. School Bus Requirements
  - __ 4. Contract Work Hours and Safety Standards Act (non-construction)
  - __ 5. Bonding Requirements
  - __ 6. Transit Employee Protective Agreements
  - __ 7. Privacy Act

- ***Professional Services:***
  - __ 1. Patent and Rights in Data
  - __ 2. Privacy Act
- ***Architectural and Engineering Services:***
  - __ In addition to the federal requirements listed under Professional Services, the procurement procedure used shall be a competitive proposal method (Brooks Act 40 U.S.C. §541). This method can only be used for the procurement of A & E services.
    1. Offerors qualifications be evaluated.
    2. Price be excluded as an evaluation factor
    3. Negotiations be conducted with only the most qualified offeror.
    4. Failing an agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

  Other A & E services include:
    1. Program management
    2. Construction management
    3. Feasibility studies
    4. Preliminary engineering
    5. Design
    6. Surveying
    7. Mapping

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8. Other services requiring performance by a registered or licensed architect or engineer.

I hereby certify that this procurement was conducted following all applicable state, federal and local procedures and requirements. Documentation regarding this procurement is on file and will be retained up to three (3) years from the date of project closeout.

I am authorized to certify at this procurement level:

(Signature)	(Date)
(Title)	(Telephone number)

Public Transportation Division Approval:

BY: _____ Date: _____

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FORMAL BIDS - PROCUREMENT CHECKLIST

$90,000+ (Equipment/Supplies) *
$500,000+ (≤$100,000 with federal funds)(Construction) *

This checklist incorporates the State's local government procurement requirements as stated in N.C.G.S. 143-129, the Federal Transportation Administration's (FTA) requirements as stated in FTA Circular 4220.1F, guidance found in FTA's Best Practices Manual, and FTA's Master Agreement, dated October 1, 2002, and any subsequent amendments or revisions thereto.

TYPE OF PURCHASE (list quantity and describe)
Submit Procurement Checklist for pre-award authorization for all formal bids:

__ Construction: _____
__ Rolling Stock: _____
__ Equipment/supplies: _____
__ Service Contract: _____
__ Other: _____

FUNDING SOURCES (check all that apply)
__ State funds - Complete Part A of Procurement Process only
__ Federal funds- Parts A and B of Procurement Process must be completed
FTA grant funds: __5311

PROCUREMENT PROCESS

____ **A**. **FORMAL BIDS**: Equipment & Supplies - $90,000 or greater; Construction - $800,000 or greater
Construction-$100,000 or greater (federal and state funds)

1. Specification or criteria and instructions to bidder.
2. Advertisement - may use electronic advertisement or newspaper, or both. Must have prior board authorization if advertisement is solely electronic. At least 7 full days must lapse between notice and bid opening. List publications or method:_____
3. Solicitation: Mail to at least 3 responsible suppliers (list): _____
4. Date Bid Let: _____
5. Independent Cost Estimate prepared and submitted (ICE worksheet).
6. Responsibility Determination Form prepared and submitted.
7. Verification of disclosure of debarment and suspension
8. Date/Time of Bid Opening: _____
9. Number of Addenda: _____
10. Number of Sealed Bids Received (Construction must have minimum 3):_____
11. Tabulation (attach copy): _____
12. Bid Bond (5%) (required for construction **ONLY**):_____
13. Performance & Payment Bonds (100%) (required for construction **ONLY**): _____
14. Contract award recommendation(attach copy of contract): _____
(If award made to other than the low bidder, provide justification for award.)
15. **Construction Requirements**:

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MBE and DBE participation (10% goal required):__ (attach State Construction MBE and DBE List of participants and Affidavits A & B) (Affidavit C or D must be submitted after notification to low bidder.)
E-Verify Affidavit
Buy America Pre-Award:

- Certification requirement for procurement of steel or manufactured products.
- Certification requirement for procurement of buses, other rolling stock and associated equipment.
- Pre-Award and Post Delivery Audits of rolling stock purchases.

Indicate type of bid: Separate-prime bidding ___ Single-prime bidding ___
Dual Bidding (separate & single prime) ___ Construction Management at Risk ___
Alternative Contracting (prior approval by State Building Commission required) ___

16. State funded: go to last page, certify with authorized signature. __
    FTA funded: complete all sections of item **B. FEDERAL REQUIREMENTS** that apply. __

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____ **B. FEDERAL REQUIREMENTS:** Federal Terms and Conditions, Special Conditions; and
Compliance Requirements

B-1 All solicitations MUST contain the following requirements if federal funds are used.

__ 1. Federal Changes
__ 2. Notice of Federal Participation. Disclosure of the amount of federal assistance is required in contracts of $500,000 or more at the time of award.
__ 3. Conflict of Interest
__ 4. Lobbying *
__ 5. EEO
__ 6. DBE (except revenue rolling stock procurements)
__ 7. Title VI - Civil Rights
__ 8. ADA
__ 9. Clean Air
__ 10. Clean Water
__ 11. Energy Conservation
__ 12. Access to Records and Reports
__ 13. No Federal Government Obligations to Third Parties
__ 14. Program Fraud and False or Fraudulent Statements and Related Acts
__ 15. Termination or Cancellation of Contract
__ 16. Government Debarment and Suspensions (by signing bid, contractor has certified compliance)
__ 17. Geographic Preference
__ 18. Breaches and Dispute Resolutions
__ 19. Protest Procedures
__ 20. State and Local Law Disclaimer

__ 21. Incorporation of Federal Transit Administration Terms
__ 22. Environmental Protection
__ 23. Hold Harmless
__ 24. Seat Belt Usage
*****

This Certification MUST be executed by the offeror and submitted with the bid.

__ 1. Lobbying Certification - Required with bids exceeding $100,000 (Attach)

These Certifications MUST be executed by the offer and submitted with the bid.

__ 1. TVM Certification - Certification **MUST** be submitted with bid; bid is considered non-responsive if certification is not submitted and cannot be awarded. (Attach)
__ 2. Buy America Certification - Only one Certification, either the compliance or non-compliance to Buy America, may be submitted with bid. If both certifications are submitted with the bid, the bid is considered non-responsive, and is not eligible for award. (Attach)
__ 3. Bus Testing Certification - Certification **MUST** be submitted prior to award of bid. (Attach)

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- ***Construction Bids:***

__ 1. Buy America *
__ 2. Cargo Preference
__ 3. Seismic Safety Requirements
__ 4. Bonding Requirements
__ 5. Davis-Bacon Act
__ 6. Contract Work Hours and Safety Standards Act (construction)
__ 7. Copeland Anti-Kickback Act
__ 8. Metric System
__ 9. Liquidated Damages

**** This Certification MUST be executed by the offeror and submitted with the bid.***

__ 1. Buy America Certification - Only one Certification, either the compliance or non-compliance to Buy America, may be submitted with bid. If both certifications are submitted with the bid, the bid is considered non-responsive, and is not eligible for award. (Attach)

- ***Equipment/Supply Bids:***

__ 1. Buy America (Applicable to purchases over $100,000) *
__ 2. Cargo Preference
__ 3. Recycled Products
__ 4. Contract Work Hours and Safety Standards Act (non-construction)

**** This Certification MUST be executed by the offeror and submitted with the bid.***

__ 1. Buy America Certification - Only one Certification, either the compliance or non-compliance to Buy America, may be submitted with bid. If both certifications are submitted with the bid, the bid is considered non-responsive, and is not eligible for award. (Attach)

- ***Operational Service Contract:***
  - __ 1. Drug and Alcohol Testing
  - __ 2. Charter Bus Requirements
  - __ 3. School Bus Requirements
  - __ 4. Contract Work Hours and Safety Standards Act (non-construction)
  - __ 5. Bonding Requirements
  - __ 6. Transit Employee Protective Agreements
  - __ 7. Privacy Act

- ***Professional Services:***
  - __ 1. Patent and Rights in Data
  - __ 2. Privacy Act

- ***Architectural and Engineering Services:***
  - __ In addition to the federal requirements listed under Professional Services, the procurement procedure used shall be a competitive proposal method (Brooks Act 40 U.S.C. §541). This method can only be used for the procurement of A & E services.
    5. Offer qualifications be evaluated.
    6. Price be excluded as an evaluation factor
    7. Negotiations be conducted with only the most qualified offer.
    8. Failing an agreement on price, negotiations with the next most qualified offer be conducted until a contract award can be made to the most qualified offer whose price is fair and reasonable to the grantee.

Other A & E services include:

8. Program management
9. Construction management
10. Feasibility studies a
11. Preliminary engineering
12. Design
6. Surveying
7. Mapping
8. Other services requiring performance by registered or licensed architect or engineer.

I hereby certify that this procurement was conducted following all applicable state, federal and local procedures and requirements. Documentation regarding this procurement is on file and will be retained up to three (3) years from the date of project closeout.

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I am authorized to certify at this procurement level:

_____ _____
(Signature) (Date)

_____ _____
(Title) (Telephone number)

Prior approval is required for <u>All Formal Procurements.</u>

Public Transportation Division Approval:
BY: _____ Date: _____

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Independent Cost Estimate

Contract Type: *Date of Estimate:*

Description of Goods / Service:

Method of Obtaining the Estimate:

I have obtained the following estimate from….

- o Published Price List / Past pricing (date)_____
- o Engineering or technical estimate
- o Independent Third Party estimate
- o Other (specify)_____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: $_____. Details are shown below.

Cost of Standard Items

A

Product	Cost ($/ea) Delivered	Cost ($/ea) No Freight	Notes / Data Source

Cost of Services, Repairs, or Non-Standard Items

B

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total

Signature of Preparer:

The preceding cost estimate was obtained or prepared by: _____

[**For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]**

Responsibility Determination Form

Bid/RFP No: _____
Supplier: _____
Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

		Acceptable	Comment
1.	Appropriate financial, equipment, facility, and personnel	☐ Yes ☐ No	_____
2.	Ability to meet the delivery schedule	☐ Yes ☐ No	_____
3.	Satisfactory period of performance	☐ Yes ☐ No	_____
4.	Satisfactory record of integrity, not on debarred or suspended listings	☐ Yes ☐ No	_____
5.	Receipt of all necessary data from supplier	☐ Yes ☐ No	_____

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Fair and Reasonable Price Determination

FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

_____ Found reasonable on recent purchase.

_____ Obtained from current price list.

_____ Obtained from current catalog.

_____ Commercial market sales price from advertisements.

_____ Similar in related industry.

_____ Personal knowledge of item procured.

_____ Regulated rate (utility).

_____ Other.

Comments:

_____
_____
_____

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_____ Copy of purchase order, quotes, catalog page, price list, etc. is attached.

_____
Finance Department

_____
Date

Piggybacking Checklist

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications' required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

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Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

Buy America Certification

PART 661: BUY AMERICA REQUIREMENTS

661.6 - Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in 661.6 and 661.12 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 663 of this part.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR.

Date:_____

Signature:_____

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FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS
for
PROFESSIONAL SERVICES/ARCHITECTURAL & ENGINEERING, OPERATIONS & MANAGEMENT CONTRACTS, ROLLING STOCK PURCHASES, CONSTRUCTION, AND MATERIALS & SUPPLIES

1. **General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA MA (11), dated October 1, 2004; FTA Circular 4220.1F,; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through July, 2002; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER" AND "OWNER"

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. **Notification of Federal Participation**

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141).

4. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601,et seq.). Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

DRAFT

Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions o the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of $100,000 or more and prior to the award of the contract.

6. **Civil Rights**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq*., the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

DRAFT

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

(2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

(4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services,"28 C.F.R. Part 35;

(5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

(11) Any implementing requirement FTA may issue.

(d) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166,"Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

(e) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(f) Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DRAFT

7. **Disadvantaged Business Enterprises**

The Federal Fiscal Year goal has been set for the grantee of subgrantee in an attempt to match projected procurements with available qualified disadvantaged businesses. The goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, January 29, 1999, and authorized by:

a) Titles I, III, V and VI of ISTEA, Pub. L. 102-240, or

b) Federal transit laws in Title 49, U.S. Code, or

c) Federal transit laws in Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178. amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the Contractor noncomplaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a) Policy - It is the policy of the Department of Transportation and (name of grantee) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. The grantee or subgrantee shall promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of procurement activities are encouraged.

b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the grantee or subgrantee may declare the contractor noncompliant and in breach of contract.

d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with grantee or subgrantee DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of grantee or subgrantee and will be submitted to grantee or subgrantee upon request.

DRAFT

e) The grantee or subgrantee will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements

8. **Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal Assistance provided by FTA.

9. **Clean Water**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

DRAFT

10. **Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

11. **Energy Conservation**

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

12. **Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

13. **Debarment and Suspensions**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the (procuring agency). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the (procuring agency), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Instructions for Certification:

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of $25,000 or more and prior to the award of the contract.

DRAFT

14. Termination or Cancellation of Contract

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's or Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

15. **Breach of Contract**

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

DRAFT

16. **Resolution of Disputes**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or
Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. **Protest Procedures**

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDoT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDoT. Reviews of protests by the NCDoT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDoT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

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18. **No Federal Government Obligations to Third Parties**

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. **False or Fraudulent Statements an Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. Chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. **Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.
5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the Unites States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

DRAFT

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

21. **Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

22. **Transit Employee Protective Agreements**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines

DRAFT

in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

23. **Charter Service**

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

DRAFT

24. **School Bus Operations**

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

25. **Drug and Alcohol Testing**

The Contractor agrees to comply with the revised FTA Drug and Alcohol Regulation, 49 CFR 655, dated August 9, 2001, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

26. **State and Local Disclaimer**

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

27. **Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

28. **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, and any subsequent amendments or revisions thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the Purchaser's requests, which would cause the Purchaser to be in violation of the FTA terms and conditions.

DRAFT

29. **Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or it's agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. **Seat Belt Usage**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

31. **Conformance with National ITS Architecture**

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq*., January 8, 2001, and other Federal requirements that may be issued.

32. **Buy America**

The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include, but not limited to, final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content (see "EXHIBIT 1" for calculation of Buy America content. *Rolling stock includes: buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.*

Effective July 24, 1995 small purchases (under the $100,000 threshold) made with FTA funds will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

These regulations require, as a matter of responsiveness, that the bidder or offeror submit to the Procuring Agency the appropriate Buy America certification (See Required Forms) with all bids where FTA funds are provided, except those subject to a general waiver or less than $100,000. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. The certification requirement does not apply to lower tier subcontractors.

DRAFT

33. Cargo Preference

46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Department, so that additional requirements and clauses may be attached to this Contract.

34. **Contract Work Hours and Safety Standards Act**

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C Sections 327 through 333 are mandated under DOL regulation 29 C.F.R. Section 5.5.

Overtime requirements

No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages

The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

DRAFT

Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

35. **Davis Bacon and Copeland Anti-Kickback Act**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

DRAFT

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

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

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

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

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

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

DRAFT

additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(2) Withholding – Wave Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Wave Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the

DRAFT

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Wave Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship

DRAFT

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

DRAFT

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DRAFT

37. **Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

38. **Patent Rights**

The Procuring Agency shall advise the Contractor of any impending patent suit related to this Contract against the Procuring Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the Procuring Agency based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded

therein, excluding incidental and consequential damages, against the Procuring Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Procuring Agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.

39. **Rights in Data and Copyright Requirements**

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

The Procuring Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes:

1. Any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright to which the Contractor, subcontractor or supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract.

The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

DRAFT

40. **Recycled Products**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

41. **Americans With Disabilities Act (ADA) Access**

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following Federal regulations including any amendments thereto:

U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services,"28 C.F.R. Part 35;

U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609;
Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194; and Any implementing requirement FTA may issue.

DRAFT

REQUIRED THIRD-PARTY CONTRACT CLAUSES

All FTA-Assisted Third-Party Contracts and Subcontracts

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
No federal government obligations to third-parties by use of a disclaimer		§2.f
Program fraud and false or fraudulent statements and related acts		§3.f
Access to Records		§15.o
Federal changes		§2.c(1)
Civil Rights (EEO, Title VI & ADA)		§12
Termination provisions	Contracts >$10,000(49 CFR §18)	§15.a
Disadvantaged Business Enterprises (DBEs)	Contracts awarded on the basis of a bid or proposal offering to use DBEs	§12.d
Incorporation of FTA Terms	Per FTA C 4220.1D	§15.a

DRAFT

Awards Exceeding the Simplified Acquisition Threshold ($100,000) 49 CFR §29

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Debarment and Suspension		§3.b
Buy America	When tangible property or construction will be acquired	§14.a
Provisions for resolution of disputes, breaches, or other litigation		§43

Awards Exceeding $100,000 by Statute

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Lobbying		§3.d
Clean Air		§25.b
Clean Water		§25.c

Transport of Property or Persons

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Cargo Preference	When acquiring property suitable for shipment by ocean vessel	§14.b
Fly America	When property or persons transported by air between U.S. and foreign destinations, or between foreign locations	§14.c

Construction Activities

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Construction Employee Protections • Davis Bacon Act • Contract Work Hours & Safety Standards Act • Copeland Anti-Kickback Act	Except for contracts <$2,000 or third party contracts for supplies, materials, or articles ordinarily available on the open market	§24.a
Bonding for construction activities exceeding $100,000	5% bid guarantee; 100% performance bond; and Payment bond equal to: • 50% for contracts < $1 M • 40% for contracts	§15.m(1)

DRAFT

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
	• > $1 M, but < $5 M • $2.5 M for contracts > $5 M	
Seismic safety	Contracts for construction of new buildings or additions to existing buildings	§23.e

Nonconstruction Activities

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)	Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of $2,500.	§24.b

DRAFT

Transit Operations

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Transit Employee Protective Arrangements		§24.d
Charter Service Operations		§28
School Bus Operations		§29
Drug Use and Testing	Safety sensitive functions	§31.b
Alcohol Misuse and Testing	Safety sensitive functions	§31.b

Planning, Research, Development and Documentation Projects

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Patent Rights		§17
Rights in Data and Copyrights		§18

Turnkey and Other Acquisitions Made by a Third-Party Contractor Assuming the Role of the Recipient

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Bus Testing		§15.1(4)
Pre-Award and Post-Delivery Audit		§15.1(3)

Miscellaneous Special Requirements

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Energy Conservation		§26
Recycled Products	Contracts for items designated by EPA, when procuring $10,000 or more per year	§15.g
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects	§15.p
ADA Access	Contracts for rolling stock or facilities construction/ renovation	§12.g

Awards Exceeding $500,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Notification of Federal Participation		§15.n

DRAFT

Applicability of Third Party Contract Clauses

Clause	Type of Procurement				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No federal government obligations to third-parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Termination Provisions	All	All	All	All	All
Disadvantaged Business Enterprises (DBE)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Buy America		&nsbp;	>$100,000	>$100,000	>$100,000 (for steel, iron, manufactured products)
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act				>$2,000 (including ferry vessels)	
Contract Work Hours & Safety Standards Act		>$2,500 (except transportation services)	>$2,500	>$2,000 (including ferry vessels)	
Copeland Anti-Kickback Act				>$2,000 (including ferry vessels)	
Bonding				>$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings & Additions	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
Resolution of Disputes	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000

DRAFT

Clause	Type of Procurement				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Patent Rights	Research & Development				
Rights in Data and Copyrights requirements	Research & Development				
Bus Testing		Turnkey	Buses		
Pre-Award and Post-Delivery Audit			All		
Energy Conservation	All	All	All	All	All
Recycled Products		designated by EPA, when procuring $10,000 or more per year		designated by EPA, when procuring $10,000 or more per year	designated by EPA, when procuring $10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	Architectural & Engineering	All	All	All	All
Notification of Federal Participation	>$500,000	>$500,000	>$500,000	>$500,000	>$500,000
Lobbying Provisions	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Seat Belt Usage	All	All	All	All	All

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Exhibits and Additional Policies

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CITY OF GOLDSBORO
TITLE VI PLAN
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
POLICY AND PROCEDURES

It is the policy of the City of Goldsboro that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts for the City, and specifically those financed in whole or in part with Federal funds under grants, contracts or cooperative agreements. The City's policy is to seek out and include DBEs in the procurement process for all goods and services to the maximum practicable extent. Accordingly, the City encourages DBEs to compete for City of Goldsboro contracts and subcontracts, and encourages joint ventures between DBE and non-DBE firms who compete for the City contracts and subcontracts.

I. DBE PROGRAM LIAISON OFFICER

The Finance Director for the City of Goldsboro has responsibility for implementing the DBE Program. The Office of the Finance Director is responsible for coordinating the DBE program with all COG program managers, maintaining all lists and files, as well as providing assistance to the Department Heads in reporting DBE activities to the Purchasing Office. All reports to Federal Agencies shall be coordinated by the Purchasing Office and shall be forwarded to the Finance Director for his/her signature. The Finance Director, Department Heads, and all employees of the City share responsibility for encouraging and assisting DBEs in doing business with the City of Goldsboro.

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II. DEFINITIONS

a. "Disadvantaged Business" means a for-profit small business concern: (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

b. "Small Business Concern" means a small business as defined in Section 3 of the Small Business Act and Small Business Administration regulations implementing the Act at 13 CFR Part 121.

c. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents **)** and who are: (1)"Black Americans," which includes persons having origins in any of the Black

racial groups of Africa; (2)"Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma, Vietnam, Laos, Cambodia, Thailand, Malaysia, Indonesia, Brunei, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, the Federated States of Micronesia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Commonwealth of the Northern Marianas, or Hong Kong; (5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; (6)"Women," regardless of race, ethnicity or origin; and (7) "Other," individuals found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to the Small Business Act.

There is a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. The City of Goldsboro may determine, on a case by case basis, other individuals who are socially and economically disadvantaged.

d. "Joint Venture" means an association of a DBE firm and one or more other firms to carry out a single for-profit business enterprise for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

III. APPLICABILITY

This policy applies to the following:

a. All City goods and services purchased through a formal procurement process by the issuance of Invitations For Bids (IFBs) or Requests for Proposals (RFPs); and

b. All City goods and services purchased through an informal procurement process.

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IV. PROCEDURES

A. Identification of DBEs

1) The Purchasing Office will maintain a list of sources for information on DBEs in the City of Goldsboro and Wayne County areas. The list will include sources for information on local DBEs that can be obtained from the North Carolina Department of Commerce Small Business, North Carolina Small and Local Business Network, Wayne Community College Small Business Center, the Federal Transit Authority, the North Carolina Department of Transportation, the North Carolina Department of Administration Office for Historically Underutilized Businesses, other City of Goldsboro member jurisdictions, and other organizations that maintain DBE

information relevant to City's procurement needs. All City staff responsible for procuring goods or services are required to confer with the Purchasing Office prior to issuing IFBs or RFPs to obtain information on identifying DBEs who are capable of providing the desired services or products.

2) With the assistance of the Purchasing Office, City staff responsible for procuring goods or services will identify sources for information identifying DBEs prior to issuing IFBs or RFPs. City will develop similar information before soliciting through an informal procurement process.

3) The Purchasing Office will be responsible for maintaining all records for each procurement that indicate the names of all firms who received IFBs or RFPs or informal solicitation requests, the bids or proposals received, the ranking of the bids or proposals received, and the name(s) of the firm(s) awarded the contract.

4) The City of Goldsboro employee responsible for any particular procurement will be responsible for coordinating the procurement with the Purchasing Office to ensure that DBEs have the maximum opportunity to submit bids or proposals.

5) Upon receipt of grants or contracts where subcontracting is required, the City will notify identified DBEs of City of Goldsboro's DBE Participation Policy and possible business opportunities with the City.

B. DBE Participation

1) The City of Goldsboro encourages participation by DBE firms and by joint ventures between DBE and non-DBE firms in the City's contracts and subcontracts to the maximum extent practicable. The City will state this policy in its RFPs and IFBs and will state its willingness to help any non-DBE firm identify DBEs for joint venture or subcontract opportunities.

2) The City will direct DBEs to state and local government agencies that provide technical assistance and other services to facilitate DBE participation in City of Goldsboro's contracts and subcontracts.

3) The City does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or in the administration of its DBE Participation Program.

C. DBE Certification

1) For-profit DBEs submitting bids or proposals to City of Goldsboro must submit with the bid or proposal, or have on file at City, a current (not more than one year old) notification of their certification as a DBE. The certifying agency must be a Federal, state, or local government agency that regularly provides such certifications. City may accept certification from private nonprofit organizations at its discretion.

2) If, before or after the contract award, a bidder or offeror wishes to substitute a non-DBE subcontractor for a DBE subcontractor, the bidder or offeror must obtain prior written approval from the City of Goldsboro Finance Director.

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D. Use of DBE-Owned Financial Institutions

The City of Goldsboro will make reasonable efforts to use DBE-owned financial institutions, and encourages prime contractors to use such institutions.

E. DBE Status Challenge Procedures

In accordance with 49 CFR Part 26, Subpart D, COG has established a procedure to allow third-parties to challenge a firm's status as a DBE in connection with the City's procurement. The challenge procedure is as follows:

1) A third party may present evidence to the City refuting the presumption of social and economic disadvantage of a challenged party. The challenge shall be made in writing to City's Finance Director. The challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

2) On the basis of the information provided by the challenging party, the City shall determine whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

    a. If the City determines from the material provided by the challenging party that there is no reason to believe that the challenged party is not socially and economically disadvantaged, the City shall so inform the challenging party in writing. This shall terminate the proceedings.

    b. If the City determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, City shall begin a proceeding as provided in paragraphs (3), (4), and (5) of this Section.

3) The City shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the City, within a reasonable period of time, information sufficient to permit the City to evaluate his or her status as a socially and economically disadvantaged individual.

4) The City shall evaluate the information available to it and shall make a proposed determination of the social and economic disadvantage of the challenged party. Should the City determine that it does not have the technical expertise to make this determination, it will request that the certifying agency, described in Section V.C. above, review the material provided by the challenging party and provide the City with a determination of the social and economic disadvantage of the challenged party. The City shall notify both parties of the proposed determination in writing, setting forth the reasons for its proposed determination. The City may provide an opportunity to the parties for an informal hearing, at which they can respond to the proposed determination in writing and in person.

DRAFT

5) The City shall make a final determination based upon the information presented to it. The City shall inform the parties in writing of the final determination, setting forth the reasons for its decisions.

6) In making the determinations called for in (3), (4), and (5) of this Section, the City shall use the standards set forth in 49 CFR 26, Subpart D.

7) During the time the challenge under this Section is pending, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

The final determination of the City under paragraph (4) may be appealed to the U.S. Department of Transportation or the appropriate federal or state funding agency by the adversely affected party under the procedures set forth in 49 CFR 26, Subpart E.

V. GOALS OF THE DBE PROGRAM

A. Overall DBE Participation Goals

The City of Goldsboro will establish overall goals for DBE participation in City's procurements at the beginning of each fiscal year. To determine the overall DBE participation goals, City will first determine, the total amount of contracting it proposes to do for the fiscal year. The City will also review its previous record for meeting its DBE participation goals and the DBE participation goals for such contracts set by similar entities in the Goldsboro and Wayne County region including the City member jurisdictions. The City will establish an overall DBE participation goal based upon an analysis of the above information.

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B. DBE Subcontract Goals

The City will set DBE goals for individual contracts that the City determines will have subcontracting possibilities. The City will determine the availability of DBEs in the fields in which subcontracts are to be awarded. The City will also review its record for meeting its DBE participation goals on past contracts and the DBE participation goals set by similar entities in the Goldsboro and Wayne County region, including the City member jurisdictions. The City will set a subcontracting goal for each contract that has subcontracting possibilities based upon an analysis of the above information.

C. Contract Award Criteria

1) The City will include the following language in all solicitations for contracts that the City has determined to have subcontracting possibilities: "The award of a contract shall be made only to a bidder/offeror who makes good faith efforts to meet the City of Goldsboro's DBE participation goals."

2) The City may include DBE participation as an evaluation criterion in selecting bidders/offerors for award.

3) The City may not deny a contract award on the basis that a bidder/offeror failed to meet the DBE participation goal, provided that the bidder/offeror documents adequate good faith efforts to meet the DBE participation goal.

VII. RECORDKEEPING AND REPORTING

The City shall maintain records on its DBE Participation Program and contracting activities. The City will make these records available to authorized officials of Federal funding agencies for review. The records shall relate to:

1) Procedures adopted to comply with Federal DBE regulations.

2) The contracts (including subcontracts) awarded to DBEs, by type of contract, the names and addresses of the participating DBEs, the amount of each contract, and an accounting of the actual amount of expenditures for each contract. The City shall obtain reports from prime contractors and suppliers on their progress in meeting the DBE participation goals in their contracts.

3) The City's efforts to identify and make available contracting opportunities to DBEs and to demonstrate a "good faith effort" to maximize the participation of DBEs in the City's procurements.

VIII. IMPLEMENTATION OF THE CITY'S DBE POLICY

A. City of Goldsboro Resolution

The City Council of the Goldsboro, North Carolina shall affirm its commitment to this DBE Policy by resolution, and shall authorize the City Finance Director to establish the City's annual DBE participation goals and to establish DBE participation goals for individual contracts.

B. Annual Report on the DBE Participation Program

The City Finance Director annually shall report to the City Council the efforts the City has made to provide the maximum practicable opportunity for DBEs to participate in the City's contracts, and annually shall present to the City Council summary data on the contracts (including subcontracts) that the City has awarded to DBEs during the preceding year.

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MINORITY BUSINESS PARTICIPATION GOALS AND GUIDELINES

In March of 2009, the City of Goldsboro adopted a resolution establishing a "verifiable percentage goal of 10% for participation by minority business in the awarding contracts which are awarded under bid procedures [$300,000 –up or $100,000 where any amount of North Carolina appropriations and grants funds are used] pursuant to N.C.G.S. 143-128.2".

Effective September 1, 2013, N.C.G.S. 143-128 increased the formal bid threshold to $500,000, providing more flexible methods of bidding construction contracts, clarifying certain laws involving employees "dealing with self", and qualifying certain additional groups, "socially and economically disadvantaged individuals" as minorities.

Senate Bill 914 establishes new reporting requirements designed to promote the use of minority contractors and to document "good faith efforts" towards that end.

Also required by this new Bill was the establishment of a "minority outreach plan" and a dispute resolution process" for use when bidding construction or repair projects that qualify under the formal bid guidelines.

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Copies of the "Minority Outreach Plan" and the "Rules for Implementing Mediated Settlements" are available from the Purchasing Manager's Office.

Note: The City of Goldsboro has elected to use $300,000 as the "formal bid" threshold to be used when bidding construction or repair projects.

For construction or repair projects in the "informal category" $30,000 up to $299,999 Senate Bill 914 requires the agency to solicit minority participation and to document "its good faith efforts in minority participation".

OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN THE CITY OF GOLDSBORO BUILDING CONSTRUCTION CONTRACTS

In accordance with N.C.G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on The City of Goldsboro building construction projects in the amount of $300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and Construction Manager-at-Risk services.

The City of Goldsboro's current goal for minority participation for public building construction is ten percent (10%). The overall goal will be reviewed annually or as soon as relevant data is available.

INTENT

The intent of these guidelines is that The City of Goldsboro, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by N.C.GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible responsive bid or bids.

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DEFINITION

1. Minority – a person who is a citizen or lawful permanent resident of the United States and who is:
   a. Black, that is, a person having origins in any of the black racial groups in Africa;
   b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
   c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
   d. American Indian, that is, a person having origins in any of the original peoples of North America; or
   e. Female

2. Minority Business – means a business
   a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
   b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual – means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".

4. Public Entity – means State and all public subdivisions and local government units.

5. Owner – The City of Goldsboro.

6. Designer – Any person, firm, partnership, or corporation, which has contracted with The City of Goldsboro to perform architectural or engineering work.

7. Bidder – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract – A mutually binding legal relationship, or any modification thereof, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.

9. Contractor – Any person, firm, partnership, corporation, association, or joint venture which has contracted with The City of Goldsboro to perform construction work or repair.

10. Subcontractor – A firm under contract with the prime contractor or Construction Manager-at-Risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in the subcontract.

Minority and Small Business Participation Outreach Plan

1. Work with minority-focused and small business groups that support MBE and small business inclusion in the solicitation of bids.

2. Place more emphasis on the importance of soliciting certified MBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.

3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on N.C.G.S. 143-129 by holding meetings with the contractors.

4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating MBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.

5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms and small businesses that have expressed an interest in The City of Goldsboro projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.

6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and MBE program is working and sharing "best practices" and ideas to improve the program.

7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the City's Outreach Plan with interested businesses and organizations.

8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.

9. Enhance the City's web page by including the Outreach Plan and Guidelines, listing good faith efforts, and creating links to MBE resources, and creating awareness of specific subcontracting opportunities.

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10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.

11. Continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with The City of Goldsboro have access to up to date information.

12. Advertise upcoming bid opportunities in minority-focused media.

13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

DESIGNER

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the designer must do all of the following:

a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
c. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
d. Review jointly with the owner, all requirements of N.C.G.S. 143-128.2(c) and N.C.G.S. 143-128.2(f) – (i.e. bidders' proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of an award.
e. During the construction phase of the project, review "MBE Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the City of Goldsboro.

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PRIME CONTRACTOR(S) CONSTRUCTION MANAGER-AT RISK, AND ITS FIRST-TIER SUBCONTACTORS

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

a. Attend the scheduled pre-bid conference.
b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
    (1) A description of the work for which the sub-bid is being solicited.
    (2) The date, time and location where sub-bids are to be submitted.
    (3) The name of the individual within the company who will be available to answer questions about the project.
    (4) Where bid documents may be reviewed.
    (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by N.C.G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract with Own Workforce affidavit.

f. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by The City of Goldsboro upon request.

g. Provide one of the following upon being named the apparent low bidder: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

h. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.

i. Submit with each monthly pay requests(s) and final payment(s), "MBE Documentation for Contract Payment" for designer's review.

j. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

k. Make a good faith effort to solicit sub-bids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

MINORITY BUSINESS RESPONSIBILITIES

The City of Goldsboro does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to complete and submit for certification, documents required by the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Administration Department Historically Underutilized Business (HUB) certification.
North Carolina Department of Transportation Minority/Disadvantage/Woman-owned Business certification.
Small Business Administration 8(a) certification.
Other governmental agencies on a case-by-case basis.

A copy of these guidelines will be issued with each bid package for The City of Goldsboro building construction projects. These guidelines shall apply to all contractors regardless of ownership.

MINIMUM COMPLIANCE REQUIREMENTS

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and The City of Goldsboro for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the City that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Goldsboro whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the City of Goldsboro will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. At least five of the following ten good faith efforts must be made in order to meet the Good Faith Efforts requirement:

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(1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

(2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.

(3) Breaking down or combining elements of work in economically feasible units to facilitate minority participation.

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses.

(5) Attending any pre-bid meetings scheduled by the public owner.

(6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

(7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

(8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

(9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible.

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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CITY OF GOLDSBORO
PROCUREMENT CARD PROGRAM

Introduction

Welcome to the City of Goldsboro's Procurement Card Program offered through Branch Banking & Trust Company (BB&T). This Program is designed to increase productivity and cost savings through better managing of small dollar purchases. The Program brings many benefits to you, the City of Goldsboro and its suppliers.

The success of the Procurement Card Program and its continuing use depends on your participation and cooperation. Please be sure to read and follow the Program guidelines as specified within these Policies and Procedures.

What is the Procurement Card?

The Procurement Card is a Visa Card issued by BB&T. It is a fast, flexible new purchasing tool, which offers an alternative to the existing purchasing process. The Card provides an extremely efficient and effective method for purchasing and paying for small dollar items. The Card is to be used only for official City business.

The Visa Procurement Card will enable you to purchase non-restricted commodities, by telephone, fax, Internet or in person directly from suppliers. It will significantly reduce the need for issuing small dollar purchase orders, many blanket purchase orders and the use of many requests for payments by Purchase Orders (Pos) or Disbursement Vouchers (DVs).

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The Visa Procurement Card will be issued in the employee's name with the "City of Goldsboro" name clearly indicated on the Card.

The Procurement Card Program brings many benefits to…

Cardholder – You will be able to obtain supplies directly from suppliers without using a purchase order subject to an established transaction limit. This streamlines the purchasing process and will help improve turnaround time on receipt of your order. It significantly reduces the workload and processing costs related to purchase and payment.

The City of Goldsboro – The Procurement Card Program provides a cost-efficient, alternative method for purchasing small-dollar supplies. Built-in Card features make the Program easy to control and manage and reduce processing costs at all levels by reducing the number of requisitions, purchase orders, invoices and checks. The Procurement Card enables all departments to focus on higher value added activities.

Supplier – The Procurement Card will be welcomed by suppliers who accept VISA. When they accept the Card for business purchases, suppliers need not send invoices to the City of Goldsboro. They will receive payment directly from BB&T usually within 48 hours.

PARTIES INVOLVED

Card Issuer – BB & T's services include issuing Visa Procurement Cards to City of Goldsboro employees and billing the City of Goldsboro for all purchases made on the Cards.

City of Goldsboro – Arranges with the Card issuer, BB & T, to have Procurement Cards issued to approved employees and agrees to accept liability for the employees' use of the Cards.

Department Head or Designee – City of Goldsboro official who must approved employees' request for a Procurement Card. Department Head or Designee's approval delegates transaction authority to the Cardholder. He/She is also responsible for reviewing and approving transactions of individual Cardholders to ensure the transactions are legitimate business expenses, classified appropriately and in compliance with the City's Policies and Procedures.

Procurement Card Administrator – The central Administrator located in the City of Goldsboro's Finance Department who coordinates the Procurement Card Program for the City of Goldsboro and acts as the City's intermediary in correspondence with BB & T.

Cardholder – An employee of the City of Goldsboro who is approved by the responsible Department Head or Designee to use the Procurement Card to execute purchases on behalf of the City of Goldsboro.

Finance Department – Process all invoices for payment submitted by BB & T.

Supplier – The merchant from whom a Cardholder is making purchase.

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Cardholder Eligibility

Criteria to receive a Procurement Card are as follows:

- The responsible Department Head or Designee must approve applicant's request for a Procurement Card.
- Employee must receive an overview of procedures before he/she may receive a Procurement Card.
- Each individual Cardholder must sign a Cardholder Agreement (Attachment 1) prior to receiving a Card.

CARDHOLDER RESPONSIBILITIES

The Cardholder must use the Procurement Card for **OFFICIAL BUSINESS PURPOSES ONLY.** Misuse of the Card will subject Cardholder to disciplinary action in accordance with City of Goldsboro Policies and Procedures relating to disciplinary action, up to and including termination. The Cardholder must:

- Ensure the Procurement Card is used for legitimate business purposes only.
- Maintain the Procurement Card in a secure location at all times.
- **Do Not** allow other individuals to use their Procurement Card.
- Have the Department Head or Designee sign the Monthly Transaction Log

(Attachment 2).

- Adhere to the purchase limits and restrictions of the Procurement Card.
- Ensure the total transaction amount of any single transaction does not exceed the approved individual transaction limit.
- Ensure that sales tax is included on all taxable purchases from suppliers located in North Carolina.
- Obtain and reconcile all sales slips, register receipts, and/or Procurement Card slips to BB & T Cardholder statement.
- Forward the Monthly Transaction Log (Attachment 2), with the original receipts to Accounts Payable within 7 working days of receiving the monthly statement. The expense accounts shall be the amounts of the receipts less sales tax. Separate the sales tax from the actual cost of the item purchased. The total of the expense lines and the sales tax line will be the grand total of all receipts.
- Attempt to resolve disputes or billing errors directly with the supplier and notify the Card Administrator if the dispute or billing error is not satisfactorily resolved by providing BB & T the required Dispute Form (Attachment 3).
- Ensure that an appropriate credit for the reported disputed item or billing error appears on a subsequent Cardholder statement.
- **Do Not accept cash in lieu of a credit to the Procurement Card account.**
- Immediately report a lost or stolen Card to BB & T at 1-800-397-1253 (24 hours a day, 365 days a year).
- Immediately notify Card Administrator of a lost or stolen Procurement Card at the first opportunity during normal business hours.
- Return the Procurement Card to the Card Administrator if requested to do so for any reason, upon terminating employment with the City of Goldsboro or transferring to another department within the City of Goldsboro.
- Contact the Card Administrator if a supplier does not accept Visa. The Card Administrator will work with BB & T to encourage the supplier's participation in the program.

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DEPARTMENT HEAD OR DESIGNEE RESPONSIBILITIES

Each Department Head or Designee should:

- Review supplier receipts and ensure that receipts are attached to the Monthly Transaction Log (Attachment 2).
- Ensure the Monthly Transaction Log (Attachment 2) is completed and signed by the Cardholder.
- Sign the Monthly Transaction Log (Attachment 2).
- Ensure the Monthly Transaction Log (Attachment 2) is forwarded to Accounts Payable within 7 working days of cardholder receiving the monthly statement.
- Request the Procurement Card Administrator cancel a Cardholder's Card (e.g. terminated employees, transferring departments, loss of Procurement Card privileges) as approved by the Department Head/Designee.
- Collect canceled Card from Cardholder and forward to Procurement Card Administrator.

PROCUREMENT CARD ADMINISTRATOR RESPONSIBILITIES

The Finance Department has assigned a Procurement Card Administrator who will be responsible for the over-all Procurement Card Program. Responsibilities include:

- Serving as City of Goldsboro liaison with BB & T.
- Reviewing Department approved applications for completeness of required information.
- Submitting completed application to BB & T and receiving Procurement Cards from BB & T.
- Training individuals before releasing Procurement Cards.
- Having Cardholder sign Cardholder Agreement (Attachment 1), signifying agreement with the terms of the Procurement Card Program.
- Handling disputed charges/discrepancies not resolved by Cardholder.
- Securing revoked Procurement Cards and submitting information to BB & T.
- Distributing monthly statements to Cardholders.
- Reviewing usage of Procurement Card data for appropriateness.
- Ensuring that lost/stolen Cards have been blocked by BB & T.
- Forwarding supplier set up requests to BB & T.
- Assisting Departments with errors and emergency transactions.
- Provide receipt to Cardholder when card is returned.

ACCOUNTS PAYABLE DEPARTMENT RESPONSIBILITIES

The Accounts Payable Department will be responsible for the over-all processing of invoices submitted for payment by BB & T. Responsibilities include:

- Serving as City of Goldsboro liaison with BB & T for receipt and payment of submitted invoices. Utilizing InfoSpan Software from BB & T for downloading monthly invoices.
- Receiving and filing all Cardholders charge slips and receipts with BB & T's Cardholder monthly statement.
- Reconciling BB & T statements to the Monthly Transaction Log (Attachment 2) completed by the Cardholder.
- Calculating sales and use tax on statements to record as receivable and identify out of state purchases for accrual for remittance to the NC Department of Revenue.
- Receiving and reviewing BB & T bill.
- Notifying the Department Head when the Cardholder does not submit reconciliation by the cut-off date (7 days following receipt of statement).
- Maintaining all charge slips, register receipts, monthly statements in a safe and secure location.

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PROCUREMENT CARD POLICIES

1. Requirements for Receiving a Procurement Card

Before receiving a Procurement Card, you are required to sign The Cardholder Agreement (Attachment 1). By signing this agreement, you indicate that you understand the intent of the Program, and will comply with all guidelines of these Policies and Procedures as well as City of Goldsboro Policies and Procedures relating to the expenditure of funds.

2. Procurement Card Use

The Card works just like your personal credit card, except all charges are paid in full by the City of Goldsboro. Its primary purpose is for the purchase of small dollar items and for travel on official City business. The City of Goldsboro's spending parameters for the purchase of materials, supplies, equipment or apparatus will be determined by the Finance Director and the Department Head or Designee. There is no defined transaction limit for charges related to official City business travel expenses. Cardholders Business travel expenses shall have prior approval required by existing travel policies. The City of Goldsboro requires that certain types of suppliers be blocked from Procurement Card use. Please refer to the listing in the back of this Policies and Procedures for the types of suppliers at which the Procurement Card may be used (See Attachment 4). All other transactions will be blocked at the point-of-sale level.

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3. Procurement Card/Account Number Security and Storage

Cardholders should always treat the City of Goldsboro Procurement Card with at least the same level of care as one does their own personal credit cards. The Card should be maintained in a secure location and the Card account number should be carefully guarded. The only person entitled to use the Card is the person whose name appears on the face of the Card. The Card may not be loaned to another person for any reason.

At the end of each month, the Cardholders shall forward all original Cardholder statements receipts/packing slips/charge slips to Accounts Payable. The Procurement Card Administrator will maintain all other documentation concerning the Procurement Card Program. This documentation includes, but is not limited to, applications, Cardholder Agreements, agency billing statements reconciliation of accounting statements, InfoSpan Programs, copies of transmittals and correspondence with BB & T.

4. Procurement Card Maintenance and Closure

All contact with BB & T for Card set up, maintenance and closure (except for reporting lost or stolen cards, checking account balances and erroneous declines) will be handled by the Procurement Card Administrator.

The Procurement Card Administrator is required to close an account if a Cardholders: (a) moves to a new job in which a Procurement Card is not required, (b) terminates employment or (c) for any of the following reasons (which will also subject Cardholder to disciplinary

action in accordance with City of Goldsboro Policies and Procedures relating to disciplinary action, up to an including termination).

- The Procurement Card is used for personal or non-work related purchases such as; the purchase of alcoholic beverages or any substance, material or service, which violates policy, law or regulation pertaining to the City of Goldsboro.
- The Cardholder allows the Card to be used by another individual.
- The Cardholder splits a purchase to circumvent the limitations of the Procurement Card or City Policies and Procedures.
- The Cardholder uses another Cardholder's Card to circumvent the purchase limit assigned to either Cardholder or the limitations of the Procurement Card.
- The Cardholder fails to attach the original receipts to the Monthly Transaction Log (Attachment 2).
- The Cardholder fails to provide, when requested, information about any specific purchase.
- The Cardholder does not adhere to the Procurement Card Policies and Procedures.

A request for closing a Cardholder account will be submitted to BB & T by the Procurement Card Administrator. *The Procurement Card must be returned to the Procurement Card Administrator immediately.*

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5. Cardholder Liability

The Procurement Card will not affect your personal credit. It is your responsibility to ensure that the Card is used within stated guidelines of these Policies and Procedures. Failure to comply with Program guidelines may result in permanent revocation of the Card, notification of the situation to management and disciplinary action in accordance with City of Goldsboro Policies and Procedures relating to disciplinary action, up to and including termination.

6. Lost, Misplaced or Stolen Procurement Cards

Report any lost or stolen Procurement Card immediately to BB & T toll-free at 1-800-397-1253. BB & T representatives are available to assist you 24 hours a day, 365 days a year. Be sure to notify your Procurement Card Administrator about the lost or stolen Card at the first opportunity during normal business hours.

7. Completing a Procurement Card Transaction

Follow these general guidelines when using your Card or account number to make a purchase:

- Determine if the intended purchase is within the established Procurement Card Policies.
- Purchases may be made in person, by phone, fax or internet.
- Obtain a copy of the charge slip, sales receipt and/or packing slips and reconcile to the BB & T Cardholder statement. For purchases made by phone or fax, have the

vendor fax you a copy of the receipt. For internet purchases, print a copy of the receipt before exiting the site.

- Provide Cardholder statement with Monthly Transaction Log (Attachment 2) to Department Head or Designee for review and approval. Make sure that original receipts are attached.
- Forward the Monthly Transaction Log (Attachment 2) with original receipts to Accounts Payable.

NOTE: During the month of June, purchases will be restricted to facilitate Fiscal Year end closing. It is imperative that careful planning is done to ensure that appropriate levels of supplies are on hand to last until the beginning of the new Fiscal Year.

8. Erroneous Declines

There may be certain situations when a supplier receives a decline message when processing your Procurement Card transaction. If you do not know the reason for the decline, contact BB & T at 1-800-397-1253 for an explanation. If the decline was in error, the Cardholder should immediately contact the Procurement Card Administrator for assistance. If purchase is being made outside of normal business hours, the employee must find an alternate payment method or terminate the purchase and contact the Procurement Card Administrator during normal hours.

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9. Emergency Transactions

The City Manager must approve emergency transactions costing more than $500. Before or immediately after the transaction, the employee must submit a detailed explanation of the emergency to the City Manager for approval. The employee, and Department Head or Designee must sign this explanation prior to submitting to the City Manager.

10. Credits

The supplier should issue a credit to your Card account for any item they have agreed to accept for return. This credit will appear on a subsequent statement. *Under no circumstances should you accept cash in lieu of a credit to the Procurement Card account.*

11. Disputes & Billing Errors

You should always attempt to resolve any disputes or billing errors directly with the supplier. In most cases, the supplier will issue a credit to the Card account. Nearly all issues can be resolved in this manner. If an agreement cannot be reached with the supplier, you should contact the Procurement Card Administrator. Complete and sign the BB & T Dispute Form (Attachment 3) to the Card Administrator. The total amount billed by BB & T will be charged to the individual departmental accounts and credits for disputed transactions will be posted to departmental accounts when credit appears on the BB & T billing statement.

12. Sales and Use Tax

Purchases From Suppliers Located in North Carolina – The City of Goldsboro is **NOT** exempt from paying North Carolina sales tax, therefore, as you place an order with the

supplier, you should emphasize that the purchase must include sales tax for all taxable items. It is the Cardholder's responsibility to make sure that sales tax is included on all taxable transactions. A company may not be exempt from paying North Carolina Sales Tax.

Purchases From Suppliers Located Outside North Carolina – Some suppliers located outside North Carolina collect sales tax and remit this tax directly to the State. The individual receipt provided by the supplier should indicate whether any out-of-state sales tax has been collected at the point of sale. Some out-of-state suppliers do not charge North Carolina States sales tax. It is the City of Goldsboro's responsibility to file a return and remit the tax due directly to the NC Department of Revenue. The cardholder should review all invoices carefully to verify that the sales tax has been included. If it has not been included, the Cardholder should denote this on the Monthly Transaction Log (Attachment 2).

13. Supplier Participation

If a supplier frequently used by City of Goldsboro employees does not accept the Visa Card, BB & T will assist in recruiting the supplier to take the necessary steps to begin acceptance of the Card. Cardholders should contact the Card Administrator when encountering suppliers who do not accept the Card.

14. Audit Assistance

Your Department Head or Designee and the Procurement Card Administrator will perform periodic audits of your purchases to ensure compliance with the guidelines of the Procurement Card Program, City of Goldsboro's Policies and Procedures relating to the expenditure of funds, as well as Cardholder statements and other required documentation.

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15. Customer Service

Branch Bank & Trust (BB&T) Customer Service is available 24 hours a day, 365 days a year at 1-800-397-1253 for:

- Reporting a lost or stolen card
- Checking Account Balance
- Erroneous Decline

For all other questions or issues, please contact the Procurement Card Administrator at 580-4370.

ATTACHMENT 1

CITY OF GOLDSBORO

CARDHOLDER AGREEMENT

I, _____, hereby request a Procurement Card. As a Cardholder, I agree to comply with the following terms and conditions regarding my use of the Card.

- I understand that I am being entrusted with a valuable purchasing tool and will be making financial commitments on behalf of the City and will strive to obtain the best value for the City.
- I agree to use this Card for approved official purchases only and agree not to make personal purchases.
- I understand that the use of the Card for personal and non-work related purchases would require reimbursement to the City and would result in disciplinary action.
- I understand that the City will review the use of this card and the related reports and take appropriate action on any discrepancies.
- I agree to follow the established Policies and Procedures for the use of the Procurement Card. I understand that failure to do so may result in either revocation of my privileges or other disciplinary actions, including termination of employment.
- Ensure the total transaction amount of any single transaction does not exceed the approved individual transaction limit.
- **Your Per Transaction Limit is $_____**
- **Your Monthly Transaction Limit is $_____**
- I agree to return the Card immediately upon request by the Procurement Card Administrator or upon termination of employment.
- I agree to return my card and arrange for a new one to be issued if I change to another department within the City.
- If the Card is lost or stolen, I agree to notify BB & T and Procurement Card Administrator within 24 hours.

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Employee Signature/Date

_____

Dept Head/Designee Signature/Date

_____

Procurement Card Administrator Signature/Date

_____

ATTACHMENT 2

CITY OF GOLDSBORO
MONTHLY TRANSACTION LOG

THIS FORM MUST BE SENT WITH YOUR MONTHLY STATEMENT TO ACCOUNTS PAYABLE, PHONE #580-4354

Department_____ Statement Closing Date_____

Cardholder_____ Total Amount_____

Card Number_____

I hereby certify that this payment is for goods and services in accordance with all City Policies and Procedures.

CARDHOLDER SIGNATURE:_____

Date	Vendor	City, State	Subtotal	Sales Tax	Total Cost	Charge Code

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***Denotes that sales tax has not been included.**

Review and Approval:

Department Head_____ Date_____

ATTACHMENT 3

CITY OF GOLDSBORO

Cardholder Statement of Disputed Item

BB & T

City of Goldsboro

Cardholder Name:_____

Cardholder Account Number:_____

Statement Date	Transaction Date	Merchant Name	Amount of Transaction	Posting Date	Reference Number

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Check the description most appropriate to your dispute. If you have any questions, contact the Card Administrator at 919-580-4370.

1.____ Alteration of Amount:_____

The amount of the sales draft has been altered from $_____ to $_____
(Please include a copy of your sales receipt.)

2.____ Unauthorized Mail or Phone Order:

I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.

3.____ Cardholder Dispute:

I did participate in the above transaction, however, I dispute the entire charge, or a portion in the amount of $_____ because _____.

4.____ Credit Not Received:

The merchant has issued me a credit slip for the transaction listed above; however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)

ATTACHMENT 3 CONTINUED

CITY OF GOLDSBORO

Cardholder Statement of Disputed Item

5.____ Imprinting of Multiple Slips:

The above transaction represents multiple billing to my account. I only authorized one charge from this merchant for $_____.

6.____ Merchandise Not Received:

My account has been charged for the above transaction, but I have not received this merchandise. I have contacted the merchant.

7.____ Merchandise Not Received:

My account has been charged for the above transaction, but I have since contacted this merchant and canceled the order. I will refuse delivery should the merchandise still be sent.

8.____ Merchandise Returned:

My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please include postal receipt if applicable.)

9.____ Inadequate Description /Unrecognized Charge:

I do not recognize this charge, please supply a copy of the sales draft for my review.

10.___ I am no longer disputing this charge.

Cardholder's Signature/Date_____

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ATTACHMENT 4

CITY OF GOLDSBORO

LISTING OF ALLOWABLE VENDORS

MCC	MERCHANT TYPE
1711	Air Conditioning Contractors
1799	Contractors-Glasswork
2741	Printing Services
5013	Automobile-Motor Vehicle Supplies, New Parts
5021	Commercial Furniture
5044	Copy Services-Photographic, Photocopy, Microfilm Supplies
5045	Computers, Computer Peripheral Equipment, Software
5047	Safety Equipment
5065	Communications Equipment, Parts and Supplies
5072	Equipment-Hardware, Equipment, Supplies
5074	Equipment-Heating Equipment, Supplies, Plumbing Equipment
5099	Signs
5111	Business Supplies-Stationery, Office, Printing, Writing Supplies
5137	Commercial Clothing-Uniforms
5139	Commercial Footwear
5192	Books, Periodicals, Newspapers
5193	Florist Supplies, Nursery Stock, Flowers
5198	Paint, Varnishes, Supplies
5211	Building Materials
5231	Glass, Paint, Wallpaper Stores
5251	Electrical Supplies
5261	Lawn, Garden Supply
5311	Department Stores (ie, Sears Hardware)
5411	Food Stores-Grocery Stores, Supermarket
5511	Leasing-Car and Truck, Repairs-Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts and Leasing
5531	Auto and Home Supply Stores
5532	Automotive Tire Stores
5533	Accessories-Automotive, Parts
5712	Equipment Stores
5713	Carpet, Rug Stores
5714	Curtain Stores
5719	Lamp, Lighting Shops
5722	Appliance Stores-Household
5732	Electronic Parts
5734	Computer Software Stores
5912	Toiletries
5935	Salvage Yards
5941	Sporting Goods Stores
5943	Office Supply Stores
5964	Electronic Computer Catalog Merchants
5968	Magazine Subscriptions
5970	Supplies-Arts and Crafts
5978	Typewriter Stores, Sales, Rentals, Service

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ATTACHMENT 4 CONTINUED

CITY OF GOLDSBORO

LISTING OF ALLOWABLE VENDORS

MCC	MERCHANT TYPE
5992	Florist, Flower Shops
5994	Newspapers
5996	Pools-Swimming Sales, Service, Supplies
5999	Trophy Sales
7311	Ad Agencies
7338	Copy, Reproduction Services
7379	Computer Maintenance, Repair, Services
7394	Equipment, Tool, Furniture and Appliance Rental and Leasing
7399	Keys-Locksmith
7512	Automobile Rentals
7531	Automotive Body Repair Shops
7534	Car Tires-Retreads
7535	Automotive Paint Shops
7538	Automotive Glass Repair and Replacement, Muffler Shops
7549	Automobile Towing Services
7622	Electronics Repair Shops
7623	Air Conditioning, Refrigeration Repair Shops
7629	Appliance Repair Shops, Office Machine Repair Shops
7641	Furniture Repair, Reupholster
7692	Repairs-Welding, Services
8699	Membership Organizations
9399	DMV-Department of Motor Vehicles

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FIXED ASSETS

Overview of Fixed Assets Accounting and Control

Fixed assets are specific items of property that: (1) are tangible in nature; (2) have a life longer than one year; and (3) have a significant value. The significant value test is important because the City of Goldsboro (City) has individual assets that are tangible and long-lived, but whose value is so small that the time and expense incurred in maintaining detailed accounting and inventory records for them are not justified.

The value of fixed assets for the City, including the very smallest ones, is substantial. Maintaining a complete and accurate accounting for fixed assets with significant value is important for several reasons. Adequate accounting procedures and records for fixed assets is essential to effective property management and control. The stewardship responsibility involved in safeguarding such a large public investment is of the utmost importance to sound financial administration.

BENEFITS OF A GOOD FIXED ASSETS ACCOUNTING SYSTEM

A good system of fixed assets accounting facilitates overall control and custody of the City's property; permits the assignment of direct responsibility for custody and proper use of specific fixed assets to individual public officials; and provides data essential to the proper management of fixed assets, including repairs/maintenance management and acquisition of adequate insurance coverage. An accounting of fixed assets is required for preparation of a satisfactory, and complete financial report. To meet the test of full disclosure, an annual financial report of the City must include complete fixed assets information.

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RECORDING FIXED ASSETS

The City may acquire fixed assets by several methods: purchase, lease-purchase, construction, eminent domain, tax foreclosures, and gifts. Once fixed assets have been acquired and properly recorded on the books of account, subsidiary records on each recorded asset should be set up with the following information: (1) class code; (2) sequence or payment voucher number; (3) date of acquisition; (4) name and address of vendor; (5) abbreviated description; (6) department, division, and unit charged with custody; (7) location; (8) cost; (9) fund and account from which purchased; (10) method of acquisition; (11) estimated life; (12) Purchase Order Number (if applicable) and (13) date, method, and authorization of disposition.

CONTROLING FIXED ASSETS

All equipment fixed assets should be appropriately marked and numbered by a permanent method of identification. Periodic inventories should be taken by authorized personnel.

DEPRECIATION

Depreciation should be recorded in the accounts of proprietary fund (Enterprise Fund) and in which expenses, net income, and/or capital maintenance are measured. Depreciation expense is not recorded in

the accounts of governmental funds (the General Fund, Special Revenue Funds, Capital Project Funds, and Debt Service Funds.)

PURPOSE - Classification, Valuation, and Recording of Fixed Assets

This procedure defines the classifications of fixed assets, discusses fixed assets valuation considerations and elements, and lists steps to follow.

DISCUSSION - Classification of Fixed Assets

Fixed assets are tangible items of significant value having useful lives of more than one year. Fixed assets owned by the City should be controlled and recorded in the accounting records. Accounting classifications of fixed assets are:

Land - A fixed asset account that reflects the acquisition cost of land and the rights to land owned by the City of Goldsboro. It includes all lands held in fee simple and all rights to land that have no termination date.

Buildings - A fixed asset account that reflects the acquisition cost of permanent structures owned by the City used to house persons and property. Permanently installed fixtures to or within these structures are considered parts of the structures. The costs of major improvements to structures are included in this account.

Improvements Other Than Buildings/Distribution and Collection Systems (improvements) - A fixed asset account that reflects the acquisition cost of permanent improvements, other than buildings, which add value to the land or improve the use of the land.

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Examples of such improvements are: fences, retaining walls, drainage systems, sidewalks, driveways, water lines, and sewer lines. Note that when used in connection with fixed assets, the terms "Improvement" and "Betterment" have different meanings. "Improvements" are fixed assets permanently attached to land. "Betterment's" are additions to or changes in existing depreciable assets intended to increase their efficiency or prolong their useful lives.

The City will record public domain or "infrastructure" type fixed assets in the accounting records. This category of fixed assets includes roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and similar assets that are immovable and are of value to the City. Appropriate physical and administrative controls will be maintained over these assets.

Construction In Progress - A fixed asset account that reflects the cumulative total of construction projects that will be capitalized upon completion of the project, but is not yet completed. Examples would include water and sewer lines and buildings under construction at year end that will be capitalized upon completion.

Equipment - A fixed asset account that reflects the value of tangible property, not permanently affixed to real property, which is useful in carrying out operations of the City. Examples of equipment are machinery, furniture, and vehicles.

VALUATION OF FIXED ASSETS

Fixed assets should be accounted for at cost or, if the cost is not practicably determinable, at estimated cost. Donated fixed assets should be recorded at their estimated fair value when received.

Cost - The cost of a fixed asset includes purchase price or construction cost and ancillary charges necessary to acquire the asset or to place it in the intended location and condition for use. Ancillary charges include costs such as transportation charges, site preparation, professional fees, legal claims directly attributable to asset acquisition, and certain interest costs during construction.

Valuation Illustrations - Valuation considerations by category of fixed assets include:

Land - If purchased, valuation of land includes such costs as purchase price, legal fees, filling and excavation, and other costs related directly to acquisition and preparation for use. Right of ways and easements are recorded at purchase cost plus legal costs. If land is acquired by gift, valuation recorded should be the appraised value at the time of acquisition.

Buildings - If purchased, valuation of buildings includes such costs as purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired by gift, valuation recorded should be the appraised value at the time of acquisition. Preliminary design and engineering are not included in this valuation and are expensed as incurred.

Improvements - The basis of valuation is the same as for buildings.

Equipment - The basis of valuation of purchased equipment includes the net contract price, transportation charges, and the cost of installing special devices or other preparations required to place the asset in its intended use. The basis of valuation of donated equipment is the appraised value at the date acquired.

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RECORDING FIXED ASSETS

The City is required by N.C. General Statutes (G.S. 159-26) to record and control fixed assets. Fixed assets require both physical and fiscal controls. Physically, it is necessary that all assets be identified and clearly marked, and that responsibility be assigned for their custody. Fiscal controls, consisting of records listing the assets owned, location of the assets, custodial responsibilities, and asset values, are intended to facilitate physical controls.

All fixed assets of significant value owned by the City should be recorded in its fixed assets accounting and inventory records. The following significant values are to be utilized:

Land - All land and permanent rights to land (e.g. easements) should be recorded without regard to any significant value.

Buildings - All buildings should be recorded at acquisition cost without regard to significant value. Additions to buildings of less than $10,000 cost should not be recorded.

Improvements - All improvements other than buildings should be recorded at acquisition without regard to significant value. Additions to these improvements of less than $5000 should not be recorded.

Equipment - Equipment costing $5000 and more should be recorded as fixed assets. Additions to equipment costing $5000 or more should be recorded as fixed assets. Equipment costing less than the above should not be recorded except:

1. Assets costing less than $5000 for which property records are required to be maintained by the terms of a grant or other agreement should be capitalized at $1.00 for each separate asset record.

2. Equipment costing less than $5000 that the City desires to control may be capitalized at $1.00 for each separate asset record.

In the examples listed above, the purpose for recording the asset record at a $1.00 value is to maintain a dollar amount control over all assets.

Procedures

Fixed assets are recorded in the fixed asset records in accordance with the acquisition method of the asset. Methods as discussed previously are purchase, donation, and construction of fixed assets. Once an asset has been recorded any change in its status, whether it is moved, sold, or junked, must be recorded within that fixed asset's record.

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PURCHASE:

Fixed assets to be purchased are acquired and recorded as follows:

1. The fixed asset need is identified and estimated cost established.
2. The fixed asset is budgeted for in a capital outlay account. No fixed assets may be acquired in an operating account nor may an operating expenditure be charged to a capital outlay account.
3. An electronic requisition is completed and sent to the Purchasing Division.
4. Bid Proposals are obtained and reviewed.
5. A Purchase Order for fixed assets is issued.
6. Upon receipt of fixed asset, a Receiving Report is prepared which includes the serial number and packing list (if any) and sent to the Purchasing Division.
7. The Purchasing Division assigns a Fixed Asset number to the item. The Fixed Asset is not to be placed into service until the serial number is verified and the Fixed Asset tag is affixed to it.
8. The Fixed Asset number is entered into the Fixed Asset Master File together with all appropriate information obtained. A tickler file is created so that Fixed Assets that lack information can be easily identified and *appropriate action* taken to gather that information.
9. Finance Department pays the invoice for the Fixed Asset.
10. Each weekly payment to vendors is reviewed to insure that all purchases meeting the Fixed Asset criteria are accounted for.
11. Fixed asset records are updated with missing information and removed from tickler file.

DONATION

Fixed assets that the City receives through donation are recorded as follows:

1. The Fixed Asset is identified and a fair market value established.

2. The Purchasing Division assigns a Fixed Asset number to the Fixed Asset. This *number is* then affixed to the Fixed Asset. The Fixed Asset is not to be placed into service until the Fixed Asset Number is affixed to it.
3. The Fixed Asset Number is entered into the Fixed Asset Master File together with all appropriate information.

CONSTRUCTION

Fixed assets to be created through the construction of a new asset such as buildings, utility lines, or renovation of existing Buildings or Improvements other than Buildings, *is* built and recorded as follows: These additions to Fixed Assets are designated as capital projects and accounted for in a different fashion than non-capital project additions (those acquired via purchase or donation).

1. The capital project is identified and estimated costs determined.
2. Preliminary design prepared.
3. A capital project budget to fund the development of the project's plans and specifications.
4. A project number is assigned to the capital project to track costs.
5. Bid Proposals are obtained and reviewed.
6. Capital Project Ordinance is amended to include construction cost.
7. Contracts are awarded to contractor(s) and signed.
8. After all Construction has been completed, the Purchasing Division assigns fixed asset number to constructed asset.
9. Asset is added to Fixed Asset Masterfile together with all appropriate information.

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All costs associated with a construction project are expensed until a Capital Project Ordinance is approved by the City Council. If a Capital Project is uncompleted at year-end, the costs accumulated during the year are capitalized as construction-in-process. When the capital project is completed, the total cost of the capital project is reclassified from construction-in-process to the appropriate fixed asset classification.

TRANSFERS

Fixed assets moved from one location to another location are considered to be transferred. This can be either interdepartmental or intradepartmental transfers. These assets are to be accounted for as follows:

1. The department which is transferring the asset is to complete a Fixed Asset Change Request. This request is to be signed by the Department Head(s) involved in the move.
2. The Fixed Asset Change Request is forwarded to the Purchasing Division.
3. The Purchasing Division will update the Fixed Asset Masterfile with the appropriate information.

The Fixed Asset Change Request contains the following information:

1. Department making the transfer.
2. Department receiving the transfer.
3. The location at which the asset is placed.
4. The signature of the department head of the receiving department.

DISPOSALS

Fixed assets that are sold, scraped, junked, or lost are considered to be disposed of. **No fixed asset is to be sold, scraped or junked prior to receiving approval from the Finance Department**. Fixed assets which are lost will be reported to the Finance Department for disposition. These fixed assets are recorded as follows:

1. The department disposing of the fixed asset will complete a Fixed Asset Change Request. This request is to be signed by the Department Head.
2. The Fixed Asset Change Request is forwarded to the Finance Department.
3. The Finance Department will update the Fixed Asset Masterfile with the appropriate information.

Account Code Numbers

Capital Projects are to be segregated from normal operating departments with line items established for the various costs that will be incurred during the duration of the project. Such line items could include design, construction, administration, inspection, purchase of land and right-of-way, and coordination. The Accounting Division is responsible for providing any unique account number as necessary.

The following is a list of various types of equipment and suggested locations for affixing asset control tags or otherwise tagging the equipment.

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TAGGING LOCATIONS

Illustrative Items of Equipment	Suggested Location of Asset Control Tag
Adding machines, typewriters, calculators, and similar office equipment	Back of machine, near manufacturer's ID tag
Air compressors, welders, generators	Near Manufacturer's ID tag
Air conditioners, freezers, refrigerators, water coolers, vending machines that are owned, and similar type equipment	Right side of upper cover
Chairs	Middle or top of seat back
Copy machines, mail metering and sealing equipment, offset machines, and similar type equipment	Near manufacturer's ID tag (back of most models
Desks, tables, etc.	Top of right front leg
Files, safes, and other storage equipment	Top right front corner
Floor machines, vacuum cleaners, etc.	Top front
Automobiles, ambulances, trucks, tractors, and other mobile road equipment	On the left front door (drivers side)
Portable power hand tools	Near manufacturer's tag
Radio receivers, transmitters, TV sets, etc.	Back, near manufacturer's ID tag
Other miscellaneous equipment	Near manufacturer's ID tag

CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY

1.0 Purpose

1.1 City officials and employees will conduct themselves in a manner which will at all times maintain and promote public confidence and trust in the administrative staff and City Government. The City of Goldsboro provides various public services which require our City representatives to investigate and regulate activities. Also, the City, by and through various City employees, is the purchaser of goods and services. These activities include, but are not limited to, inspections, contracts, eminent domain proceedings and federal grants.

1.2 It is the City's expectation that all City employees should be completely free from any conflict of interest or bias based on an individual employee's work, personal, or business relationship with any person, business or other entity, outside of City government. All City employees should avoid any activity which could be perceived as, or develop into, a conflict of interest. All decisions made by City employees should be made objectively, considering the City's best interests, and must be free from any competing personal interests. To avoid potential conflict of interest, City employees are expected to disclose, in writing, any such facts or circumstances to their supervisor, and the City will determine, on a case-by-case basis, the appropriate course of action to regulate such conflicts.

1.3 Not every situation or relationship will necessarily be improper, and disclosure aids the City in preventing problems before they arise.

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2.0 Revision History

2.1 Original Version, January 2, 2014

3.0 Organizations Affected

3.1 All City Officials and Employees.

4.0 Policy

4.1 All City employees are expected to adhere to all City, State and Federal laws regarding matters of conflict of interest and ethics. Additionally, no City employee shall engage in any action which is in conflict, or creates an appearance of impropriety or unfairness or conflict of interest, with the performance of official duties. Such conflicts can result in either favoring the interest of a particular citizen (over another citizen's interest or the interest of the City) or disfavoring the interest of citizen(s). The following are listed as examples of situations which create a conflict of interest problem:

a. A City inspector works part-time for an electrical firm (See, City Policy: **Article 5 Section 3 Outside Employment)**. As part of her City duties, the employee inspects installations of this electrical firm.
b. A City Finance Department employee has a significant financial interest in a local accounting firm which proposes to do business with the City. The employee testifies in favor of the contract in front of the City Council. (Even without the testimony, there is still a conflict in this scenario that should be disclosed.)

c. A City Code Enforcement employee is called upon to inspect the house of his ex-wife and her new husband.

d. A Purchasing employee issues a purchase order to a firm in which he/she or a spouse has a financial interest.

5.0 Definitions

5.1 Conflict of interest. A conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust. A conflict of interest involves any action, inaction, or decision by a public official or public employee in the discharge of his or her official duties which would materially affect his or her financial interest or those of his or her family members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

5.2 Contract. A contract is defined to include all contracts for construction or repair work and for the purchase or lease of supplies, materials or equipment awarded in accordance with the City's Procurement policy.

6.0 Responsibilities

6.1 This policy is not all inclusive. The "prudent man/woman" theory should be applied: action deemed inappropriate by a reasonable person, whether specially cited in the policy or not, must be avoided. The fundamental question that an employee should ask him/herself is: "Could anything happen as a result of a business (City) action that I am about to take that will be to my benefit, the benefit of my family or any personal business associates, or that could reasonably be perceived as such?" If the answer to the question is "yes," the employee should report the potential problem pursuant to this policy.

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7.0 Procedures

7.1 If an employee believes he/she could possibly have a conflict of interest such employee must immediately report this to his/her supervisor verbally and in writing. Employees should not make a unilateral decision. Such supervisor shall then consult with his/her supervisor, the division manager/department head and the Human Resources Director. Such conflict shall be reviewed on an individual basis considering all relevant factors. Below is a listing of some of the actions that might be taken depending on the circumstances:

a. The employee working with the particular citizen will be monitored by the supervisor.
b. The supervisor may assign a new City employee to the particular case.
c. The employee may be assigned to another division and/or work task.
d. The employee may be required to make certain disclosures regarding financial and personal interests.
e. The employee may be required to cease certain outside employment and/or divest himself/herself of conflicting interests.

7.2 Receipt of Gifts and Favors:

7.2.1 It is prohibited for any City employee receiving a gift or favor exceeding a nominal value of $25.00.

7.2.2 City employees will not accept any gift of money, services, loan, travel, entertainment or other form which could appear to influence them in the performance of their official duties or which would be a reward for any official action on their part.

7.2.3 City employees who do any of the following should be especially aware of how even nominal gifts may create an appearance of conflict:
7.2.3.1 Preparing plans, specifications, or estimates for pubic contract; or
7.2.3.2 Awarding or administering public contracts; or
7.2.3.3 Inspecting or supervising construction,

It is prohibited for any employee to receive or accept any gifts or favors from any contractor, subcontractor, or supplier who:
7.2.3.4 Has a contract with the City; or
7.2.3.5 Has performed under such a contract within the past year; or
7.2.3.6 Anticipates bidding on such a contract in the future.

7.3 The following are the only exceptions to "Section 7.2" above:
7.3.2 Receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets.
7.3.3 Receipt of customary gifts or favors (or not more than $25.00 in value) between employees or officers and their friends and relatives or the friends and relatives of their spouse, minor children, or members of their household where it is clear that it is that relationship rather than the business of the individual concerned which is the motivating factor for the gift or favor.
7.3.4 All such gifts or favors knowingly received shall be reported in writing within five working days of receipt to the Department Head, if the gift or favor is made by a contractor, subcontractor, or supplier doing business directly or indirectly with the City as defined in "Section 7.2" above.

7.4 Confidential Information:
7.4.2 City employees should not disclose to others or use for their personal interest confidential information acquired by them in the course of their official duties.

7.5 Endorsements:
7.5.2 Endorsement of private projects or activities are not permitted except when the activity is connected to the public purpose project of the City, County, or State and benefits the public; and the endorsement is approved by the City Manager.

7.6 Personal Investments:
7.6.2 City employees will notify the City Manager of any real estate ownerships, any business partnerships, or any other business activity which could create a conflict of interest or appearance thereof. City employees or a business in which they are a principal owner or partner shall not acquire an interest in any contract or agreement with the City.

7.7 Use of Official Position:
7.7.2 City employees shall not use his/her position for private gain or represent any private person or group before any City department or Commission except in matters of public concern. No special consideration, treatment, or advantage will be extended to any citizen beyond that which is available to every other citizen.

Any employee who is found to be in violation of this policy, either by not following the directions of a supervisor or by failing to report a potential conflict, may be subject to disciplinary action up to and including termination from employment. Depending on the circumstances of the action, other appropriate civil or criminal sanctions may also be pursued.

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BID PROTEST PROCEDURE

PURPOSE
ARRA funding requires a bid protest procedure be in place.

PROCEDURE
Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening date of the Request for Bid or Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of the City transmitting via fax or email the announcement of the intent to award.

The protest must be addressed to the Finance Department, City of Goldsboro, PO Drawer A, Goldsboro, NC 27533 and must include all the following information:

1. Name, address, telephone number, facsimile number, email, and address, if available, of the protestor.
2. Signature of the protestor or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

DRAFT

After careful consideration of all relevant information and consultation with the City Attorney, the Finance Director shall make a written decision.

A decision of the Finance Director may be appealed to the City Manager for formal bids. An appeal must be in writing and be delivered to the City Manager, PO Drawer A, Goldsboro, NC 27533, within seven (7) calendar days of the date of the Finance Director mailed, faxed or emailed the decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

E-VERIFY COMPLIANCE

The North Carolina General Assembly Legislature enacted the RECLAIM NC Act (S.L. 2013-418; HB796) which prohibits state and local governments from entering into certain contracts if the contractor or the contractor's subcontractors are not compliant with North Carolina's E-Verify law.

Contractors must understand that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in North Carolina. This term does not include State agencies, counties, municipalities or other governmental bodies.

North Carolina General Statutes, specifically 160A-20.1(b), prohibit the City of Goldsboro from entering into contracts with contractors and subcontractors who have not complied with the requirements of Article 2 of Chapter 64. The Contractor shall submit the E-Verify Affidavit that will be included in all bid documents/proposals with their bid. Bids that do not include this Affidavit will be considered non-responsive.

This law prohibits local governments from contracting with contractors/companies who do not comply with E-Verify requirements and the law also applies to contractor's subcontractors. Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the City of Goldsboro.

DRAFT

STATE OF NORTH CAROLINA

CITY OF GOLDSBORO

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. ____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep the City of Goldsboro informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

_____
Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

_____ [SEAL]
Notary Public

My commission expires: _____

DRAFT

Public Contracting Statutes

UNC SCHOOL OF GOVERNMENT

Dollar limits and statutory authority current as of September 1, 2013

Requirement	Threshold	Statute
Formal bidding	*(estimated cost of contract)*	
Construction or repair contracts	$500,000 *and above*	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	$90,000 *and above*	G.S. 143-129
Informal bidding	*(actual cost of contract)*	
Construction or repair contracts	$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	$30,000 to formal limit	G.S. 143-131
Construction methods authorized for building projects	*Over* $300,000	G.S. 143-128(a1)
Separate Prime	*(estimated cost of project)*	
Single Prime		
Dual Bidding		
Construction Management at Risk *(G.S. 143-128.1)*		
Design-Build and Design-Build Bridging *(G.S. 143-128.1A; G.S. 143-128.1B)*		
Public Private Partnership (P3) *(G.S. 143-128.1C)*		
Historically Underutilized Business (HUB) requirements		
Building construction or repair projects		
– Projects with state funding *(verifiable 10% goal required)*	$100,000 *or more*	G.S. 143-128.2(a)
– Locally funded projects *(formal HUB requirements)*	$300,000 *or more*	G.S. 143-128.2(j)
– Projects in informal bidding range *(informal HUB requirements)*	$30,000 to $500,000*	G.S. 143-131(b)
**Note: Formal HUB requirements should be used for informally bid projects costing between $300,000 and $500,000*		
Limit on use of own forces (force account work)	*(not to exceed)*	G.S. 143-135
Construction or repair projects	$125,000 *(total project cost)* or $50,000 *(labor only cost)*	
Bid bond or deposit		
Construction or repair contracts *(at least 5% of bid amount)*	Formal bids *($500,000 and above)*	G.S.143-129(b)
Purchase contracts	Not required	
Performance/Payment bonds		
Construction or repair contracts *(100% of contract amount)*	Each contract *over* $50,000 of project costing *over* $300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
General contractor's license required	$30,000 *and above*	G.S. 87-1
Exemption	Force account work *(see above)*	
Owner-builder affidavit required	Force account work *(see above)*	G.S. 87-14(a)(1)
Use of licensed architect or engineer required		
Nonstructural work	$300,000 *and above*	G.S. 133-1.1(a)
Structural repair, additions, or new construction	$135,000 *and above*	
Repair work affecting life safety systems	$100,000 *and above*	
Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is *less than* $50,000	G.S. 143-64.32

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Item No. ___G____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 17, 2014 COUNCIL MEETING

SUBJECT: State Historic Preservation Tax Credit Programs

BACKGROUND: There are currently three State historic preservation tax credit programs: income producing, non-income producing and mill projects. Each has purpose and can positively affect three key community economic challenges.

Non-Income Producing Program: The non-income producing credits offer opportunities to revitalize distressed historic neighborhoods, allowing historic homes the opportunity to be vital contributors to the community through reinvestment and reuse. Currently the State offers a 30% credit against eligible project costs. No federal non-income producing program exists.

Income Producing Program: The income producing program offers an integral financing mechanism to restore historic commercial buildings, often found in downtowns, that need repurposed. Currently the State offers a 20% credit to these projects piggybacking on the federal program of a 20% credit, providing investors with a combined 40% credit against eligible project costs.

Mill Credit Program: The Historic Mill Tax Credit program allows communities to reinvent abandoned mill buildings, often large buildings with no hope, where manufacturing, textiles and other lost industries once flourished. Currently the State offers a scaled credit program depending on your County's Economic Tier. Tier 1 and 2 counties receive a 40% credit while Tier 3 county projects are eligible for a 30% credit. The State credits piggyback the federal program of 20%, thus possibly enabling up to a 60% credit on eligible project costs.

Of the 41 states across the US that have income tax, 29 recognize historic preservation tax credits as an invaluable tool to spur private sector reinvestment in projects and areas where reinvestment is unlikely to occur otherwise. North Carolina has proudly and successfully been one of those states, pioneering a program in 1980 that was re-affirmed and strengthened in 1998, a program that many states have mimicked in hopes to create and retain similar positive outcomes.

The State Historic Preservation Tax Credit (HPTC) Programs are scheduled to sunset out of existence effective January 1, 2015 along with other tax incentive programs.

DISCUSSION: Generally, opponents to tax credits feel that they are carve-outs for a favored few which benefit one sector of the economy by shifting the burden to another. These opponents would prefer that the State's General Fund collect the taxes saved by this program.

However, annually, the Historic Tax Credit Program represents a (initial) loss to the State's General Fund of a mere $14.2M which, when compared to overall benefits, is but a small proportion. These tax credits have fostered investments of greater than $1.6B in private investment, supported an average of $124.5M in State Gross Domestic Product and created/retained almost 2,200 jobs per year impacting all 100 counties of North Carolina.

In Goldsboro, thirteen rehabilitation projects were completed with the use of these tax credit programs creating over $2.2M of investment.

RECOMMENDATION: By motion, adopt the attached resolution supporting the extension of the State's Historic Preservation Tax Credit programs to enable their continued use to the benefit of Goldsboro's pursuit to restore our valuable historic neighborhoods and revitalization of downtown.

Date: March 17, 2014

Downtown Goldsboro Development Corp. Director

Date: _____

_____

City Manager

RESOLUTION NO. 2014-____

RESOLUTION SUPPORTING THE EXTENSION OF NORTH CAROLINA'S HISTORIC PRESERVATION TAX CREDIT PROGRAMS

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

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

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

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

WHEREAS, the City of Goldsboro recognizes that the highest concentration of our historic structure stock is in the downtown area and this area provides more tax base value per acre than any other segment of the community.

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

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

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

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

WHEREAS, the City of Goldsboro has experienced success with meeting these historic rehabilitation challenges due to the availability of the North Carolina Historic Preservation Tax Credit (HPTC) programs and has experienced $2.1M of historic investments that utilized the HPTC programs which generated approximately $1.7M into our local economy through household incomes and created/retained 86 jobs; and

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

WHEREAS, a downtown Goldsboro property owner recently converted an upper-story commercial space that had been vacant and unused for over forty years into four, two-bedroom apartments that are meeting an unmet demand for urban residential space due to the availability and use of the HPTC programs; and

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

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution will be submitted and shared to persons and organizations that the City of Goldsboro partners with related to our Comprehensive Historic Neighborhood Revitalization Plan and Downtown Goldsboro Master Plan to encourage support of our position to maintain the NC Historic Preservation Tax Credit programs for continued availability to those interested in reinvesting in our historic structures.

Approved as to Form Only:

_____
City Attorney

Reviewed By:

_____
City Manager

ncdda
NORTH CAROLINA DOWNTOWN DEVELOPMENT ASSOCIATION
www.ncdda.org

Position Paper of Support for Extension of North Carolina's Historic Preservation Tax Credit Programs

The decision before the NC Legislature is whether to support the availability of the NC Historic Preservation Tax Credit (HPTC) programs or to allow them to sunset out of existence effective Jan. 1, 2015 along with other tax incentive programs.

Of the 41 states across the US that have income tax, 29 recognize historic preservation tax credits as an invaluable tool to spur private sector reinvestment in projects and areas where reinvestment is unlikely to occur otherwise. North Carolina has proudly and successfully been one of those states, pioneering a program in 1980 that was re-affirmed and strengthened in 1998, a program that many states have mimicked in hopes to create and retain similar positive outcomes - why change now?

Generally, opponents to tax credits feel that they are carve-outs for a favored few which benefit one sector of the economy by shifting the burden to another. These opponents would prefer that the State's General Fund collect the taxes saved by this program.

However, annually, the Historic Tax Credit Program represents a (initial) loss to the State's General Fund of a mere $14.2M which, when compared to overall benefits, is but a small proportion. These tax credits have fostered investments of greater than $1.6B in private investment, supported an average of $124.5M in State Gross Domestic Product and created/retained almost 2,200 jobs *per year* impacting *all* 100 counties of North Carolina.

- HPTC programs are a smart investment. Take NC's annual $14.2M investment. Multiply it by 16, the longevity of the program; totaling an approximate investment of $227.22M. The return on investment from the direct private investment alone is 516%. A return realized through household incomes across the State, regardless of a direct connection to the project, or not.
- The HPTC is an income tax credit to those that spend the money. The credit is created by people spending money and a percentage of what they spend becomes the credit.
- The greatest percentage of the HPTC projects occur within exiting built or urban areas. Thus, the State's support of the HPTCs saves the State the economic burden of new investments that fringe development creates by avoiding additional infrastructure and service costs. This act is consistent with the State's interest to lessen impacts to farmland and greenspace and provides greater and more distinct choices for investors and residents as to their locational preferences.
- HPTCs provide more options for private sector investment choices. Many downtowns have older buildings that have been neglected for long periods of time. Banks will generally loan only 80% of a building's current value. Costs to rehab these buildings exceed the amount of the building value affecting the effectiveness of a loan. The HPTC can be the change agent that provides this financial gap and makes the projects feasible for private investment.
- Historic buildings provide the locational affordability for small business start-ups. Small businesses provide more jobs in NC than any other sector. A dollar invested by the State in downtown is a more potent jobs producer as these jobs use less state infrastructure resulting in greater density of income tax, thus a job in downtown produces a net higher income per job than a suburban sector job.
- Historic preservation is more labor intensive than new construction and provides better paying jobs.
- Rehabbed commercial buildings prove to be incubators for small business developments and entrepreneurial type jobs. NC has one of the highest unemployment rates in the United State, ranking 35 out of 50. The HPTC programs are a proven job creator.
- Americans want to live, work, and visit authentic communities that reflect the area's unique history and character. That has been North Carolina's foundation behind the state's promotional niche to attract residents, tourism and investment. The HPTC program support and reinforce these statewide values by incentivizing private sector interests to restore and reutilize these assets.
- The NC Main Street Center gathered data from various Main Street communities across the State, including: Hamlet, Henderson, Hendersonville, Hertford, Hickory, Kinston, Lenoir, Lincolnton, Marion, Mocksville, Monroe, Mooresville, Morganton, Mt. Airy, Mt. Gilead, Murfreesboro, New Bern, North Wilkesboro, and Goldsboro. Of these 19 communities, 150 HPTC projects were realized with investment costs totaling $100M. Two of these communities recorded "before" and "after" building value experiences for 27 projects. Collectively, the before building value was $3.2M while the after value was $15M. That is a 368% return on investment, creating an estimated 617 jobs and returning $12M to local household incomes.

Developers, economic development professionals and downtown supporters statewide strongly believe the economic and quality-of-life effects from the loss of the historic preservation tax credits could be devastating.

NCDDA contends that the implications of the HPTCs absence will negatively affect economic conditions across the state and our ability to grow small business, spur reinvestment and transition blighted neighborhoods for the good of all. Furthermore, we refute the belief that they are carve-outs for a favored few, benefitting only those who take advantage of the credits. The numbers and the experiences prove otherwise. State Historic Preservation Tax Credit programs are an exemplary equal-opportunity program and serve a diversified population with no regard as to ethnicity, socio-economic status or geographic residence and thus do not favor a minor few.

For a brief description of the individual historic tax credit programs threatened, please see reverse side.

NORTH CAROLINA HISTORIC PRESERVATION TAX CREDIT PROGRAMS:

There are currently three State historic preservation tax credit programs: income producing, non-income producing and mill projects. Each has purpose and can positively effect three key community economic challenges.

- **Non-Income Producing Program:** The non-income producing credits offer opportunities to revitalize distressed historic neighborhoods. Allowing historic homes the opportunity to be vital contributors to the community through reinvestment and reuse.

  Currently the State offers a 30% credit against eligible project costs. No federal non-income producing program exists.

- **Income Producing Program:** The income producing program offers an integral financing mechanism to restore historic commercial buildings, often found in downtowns, that need repurposed. The increasing building code requirements exasperates costs for these projects and can render them impossible without this tool. Reinvestments in these buildings generate new small businesses and jobs. Healthy downtowns, regardless of size, provide incentive for industry recruitment and commercial and residential development throughout a community.

  Currently the State offers a 20% credit to these projects piggybacking on the federal program of a 20% credit, providing investors with a combined 40% credit against eligible project costs.

- **Mill Credit Program:** The Historic Mill Tax Credit program allows communities to reinvent abandoned mill buildings, often large buildings with no hope, where manufacturing, textiles and other lost industries once flourished.

  Currently the State offers a scaled credit program depending on your County's Economic Tier. Tier 1 and 2 counties receive a 40% credit while Tier 3 county projects are eligible for a 30% credit. The State credits piggyback the federal program of 20%, thus possibly enabling up to a 60% credit on eligible project costs.

ABOUT NCDDA:

The North Carolina Downtown Development Association is the collaborative leader working at the creative intersection of the public and private sectors to enhance downtowns as cultural and economic centers throughout the state.

NCDDA is a 501(c)(3) nonprofit organization comprised of a 21-member volunteer board of directors. Members include downtown development managers, coordinators and Main Street managers; economic developers; town planners; town managers; architects; landscape architects; developers; and other professions related to the development of North Carolina's downtowns with representation from 116 towns and cities across the State.

Item ___H____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
March 17, 2014 COUNCIL MEETING

SUBJECT: Resolution – Adopting a Title VI Plan for the City of Goldsboro

BACKGROUND: Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin, in programs and activities receiving federal financial assistance. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "program or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

DISCUSSION: As a condition of receiving federal grant funding through the U.S. Department of Transportation Federal Transit Administration, the City must have a Title VI Plan to implement federal Title VI non-discrimination and environmental justice requirements (42 U.S.C. Section 200d, 23 CFR 200.9 and 49 CFR 21). Environmental justice includes the need to identify and address the effects of programs, policies, and activities on minority and low-income populations and ensure full and fair participation by these populations during the decision-making process.

It is also required that the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA.

RECOMMENDATION: By motion, adopt the attached resolution approving and adopting the Title VI Plan of the City of Goldsboro and authorize the Mayor and City Clerk to execute the necessary documents that are required to be sent to the Federal Transit Administration to satisfy TIGER V grantee requirements.

Date:_____ _____
Randy Guthrie, Assistant City Manager

Date:_____ _____
Scott A. Stevens, City Manager

RESOLUTION NO. 2014 – ___

RESOLUTION ADOPTING THE CITY OF GOLDSBORO TITLE VI PLAN

WHEREAS, the purpose of Title VI of the United States Civil Rights Act of 1964 and subsequent legislation, regulations, statutes, and orders is to prohibit programs that receive Federal funds from discriminating against participants on the basis of race, color, national origin; and

WHEREAS, the City has prepared a Title VI plan, which provides for the collection of data regarding persons most impacted by City programs or activities; established a complaint process for those whom may be discriminated against under the provision of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires annual reports and updates to the Title VI Plan once every three years or as otherwise directed by FTA

WHEREAS, the City Council has found that the City of Goldsboro is conducting transportation planning in a continuous, cooperative, and comprehensive manner and to be in full compliance with Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794;; and

WHEREAS, the City Council fully understands that as a recipient of federal funds, the City of Goldsboro is required to comply with the requirements of the Title VI of the Civil Rights Act of 1964, Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the American with Disability Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166; and

WHEREAS, the City Council has considered how the Transportation Planning Process will affect the involvement of Disadvantaged Business Enterprises in the FHWA and FTA funded planning projects (Sec. 105(f), Pub.L. 97-424, 96 Stat. 2100, 49 CPR part 23); and has established policy and procedures to ensure compliance and

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

1. The City of Goldsboro Title VI Plan is hereby adopted and shall be submitted to U.S. Department of Transportation Federal Transit Administration.

2. This Resolution shall be in full force and effect from and after this 17th day of March, 2014.

_____
Alfonzo “AL” King, Mayor
City of Goldsboro

Approved as to Form Only:

_____
City Attorney

CITY OF GOLDSBORO

TITLE VI PLAN

TABLE OF CONTENTS

Page No.

Unnumbered Pages

1. TITLE VI PLAN 1
    1. Introduction 1
    2. Title VI Related Legislation 1

2. LIMITED ENGLISH PROFICIENCY PLAN 4
    1. Introduction 4
    2. Who is an LEP Individual? 4
    3. Determine the Need 4
    4. LEP Assessment for the City of Goldsboro 5
    5. Meeting the Requirement and Implementation for LEP 9
        a. Identifying LEP Individuals 9
        b. Types of language service available 9
        c. Providing Notice of Available Language Services 10
        d. Outreach Techniques 10
        e. Staff Training 11
        f. Dissemination of the LEP Plan 12

3. TITLE VI POLICY STATEMENT 13
    1. English Version – Tittle VI Policy Statement 13
    2. Spanish Version – Tittle VI Policy Statement 14

4. STANDARD TITLE VI ASSURANCE 15
    1. Appendix A (to be inserted in all applicable contracts) 17
    2. Appendix B (to be inserted as covenants with lands, deeds, etc.) 18
    3. Appendix C (to be inserted when receiving Federal construction funds) 19

5. TITLE VI NOTICE TO PUBLIC 20
    1. English Version – Tittle VI Notice to Public 20
        a. List of Location Notice is Posted 21
    2. Spanish Version – Tittle VI Notice to Public 22
        a. List of Location Notice is Posted 23

6. PUBLIC INVOLVEMENT PLAN 24
1. Executive Summary 24
2. Intent of Plan 24
3. Federal Requirement for Public Participation 25
a. Section 450.316 (a) (1) 25
b. Section 450.316 (a) (2) 28
c. Section 450.316 (a) (3) 28
d. English Version – Tittle VI Voluntary Public Involvement Form 29
e. Spanish Version – Tittle VI Voluntary Public Involvement Form 30

7. COMPLAINT PROCEDURES 31
1. Complaint Procedures (English Version)
a. Purpose 31
b. Filing of Complaints 31
c. Internal Complaint Process 33
d. English Version – Tittle VI Discrimination Complaint Form 36
2. Complaint Procedures (Spanish Version)
a. Purpose 38
b. Filing of Complaints 38
c. Internal Complaint Process 40
d. Spanish Version – Tittle VI Discrimination Complaint Form 43
3. Title VI Complaint Log 45
4. Acknowledgement Receipt of Complaint Letter 46
5. Notifying Complainant that Complaint is Substantiated 47
6. Notifying Complainant that Complaint is Not Substantiated 48

8. TITLE VI COMPLIANCE HISTORY 49
9. TITLE VI PROGRAM - RESOLUTION 51
10. GOLDSBORO MAIN STREET™ REVITALIZATION TRANSPORTATION INVESTMENT PROJECT - BENEFIT-COST ANALYSIS 52
11. LIST OF ACRONYMS 62

Title VI Plan

Introduction

The City of Goldsboro is a transportation policy-making agency responsible for planning and prioritizing transportation projects within the City's target project service area, as defined by the US Census Bureau. The City of Goldsboro will work with the public, planning organizations, government agencies, elected officials, and community groups to develop transportation plans and programs through a continuing, cooperative, and comprehensive planning process. This planning process guides the use of Federal and State dollars spent on existing and future transportation projects and programs.

This plan was developed to guide the City in its administration and management of Title VI-related activities. The Limited English Proficiency (LEP) portion of the plan ensures that individuals with limited English proficiency have meaningful access to the transportation planning process.

Title VI-Related Legislation

Section 601 of Title VI of the Civil Rights Act of 1964, codified as amended at 42 U.S.C. § 2000d, provides that no person in the United States shall "on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Consistent therewith, and in accordance with section 602 of Title VI, codified as amended at 42 U.S.C. § 2000d-1, the Department of Justice promulgated regulations prohibiting recipients of federal funds from "utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin." 28 C.F.R. § 42.104(b)(2). The United States Department of Transportation later promulgated nearly identical regulations - See 49 C.F.R. § 21.5(b) (vii) (2).

In 1974, the United States Supreme Court held, in Lau v. Nichols, 414 U.S. 563 (1974), that Title VI prohibits conduct that has a disproportionate effect on LEP persons, because such conduct is tantamount to national origin discrimination. In Lau, a San Francisco school district, with a significant number of non-English speaking students of Chinese origin, was required to take reasonable steps to provide its non-English speaking students with a meaningful opportunity to participate in federally funded educational programs.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 {S.557} March 22, 1988).

In 1994, a Presidential Order directed every Federal agency to make Environmental Justice (EJ) part of its mission. Executive Order 12898 states:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

The DOT's goal is to avoid any needless obstacles for project developers and communities. The US DOT is committed to the principles of EJ, which include:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Environmental justice goals should be considered throughout transportation planning and project development, and throughout all public outreach and participation efforts conducted by the US DOT and their grantees, including the City of Goldsboro.

The City of Goldsboro Long Range Transportation Plan contains a chapter dedicated to the environmental justice topic. To further clarify rights protected by Title VI, President William J. Clinton, on August 11, 2000, issued Executive Order 13166, Improving Access to Service for Person with Limited English Proficiency. Executive Order 13166 requires each federal agency to examine its programs and activities and to develop and to implement plans by which LEP persons can meaningfully access those programs and activities. That Executive Order includes the statement below.

> "*Each Federal Agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."*

On that same date, in conjunction with Executive Order 13166, the Department of Justice issued a general guidance document setting forth various principles for agencies to consider in developing guidance documents for recipients of federal funds. See Enforcement of Title VI of the Civil Rights Act of 1964 – National Origin Discrimination against Persons with Limited English Proficiency, 65 Fed. Reg. 50123 (Aug. 16, 2000).

The following matrix illustrates and summarizes these laws, policies and considerations:

Title VI of the Civil Rights Act of 1964	Limited English Proficiency Executive Order 13166
Federal Law	Federal Policy
Enacted in 1964	Enacted in August 2000
Considers all persons	Considers eligible population
Contain monitoring and oversight compliance review requirements	Contains monitoring and oversight compliance review requirements
Provides protection on the basis of race, color, national origin, and subsequently expanded to include sex, age, or disability	Provides protection on the basis of national origin
Focuses on eliminating discrimination in federally funded programs	Focuses on providing LEP persons with meaningful access to services using four factor criteria

Limited English Proficiency Plan

Introduction

Compliance with Title VI includes Limited English Proficient (LEP) persons. The Limited English Proficiency (LEP) portion of this plan addresses Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color or national origin. In 1974, the U.S. Supreme Court affirmed that the failure to ensure a meaningful opportunity for national origin minorities, with limited-English proficiency, to participate in a federally funded program violates Title VI (Federal-Aid Recipient Programs & Activities) regulations. Additionally, requirements are outlined in Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency signed on August 11, 2000. Its purpose is to ensure accessibility to programs and services to eligible persons who have limited proficiency in the English language.

Furthermore, the U.S. Department of Transportation (DOT) published Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons in the December 14, 2005 Federal Register Volume 70; Number 239. The guidance explicitly identifies Metropolitan Planning Organizations (MPOs) as organizations that must follow this guidance. The Limited English Proficiency (LEP) Plan must be consistent with the fundamental mission of the organization, though not unduly burdening the organization.

Who is an LEP Individual?

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered limited English proficient, or "LEP." The U.S. Census Bureau does not define limited English proficiency or non-limited English proficient populations. It reports data based on the four categories of English-speaking ability: very well, well, not well, and not at all.

Determining the Need

As a recipient of federal funding, the City of Goldsboro must take reasonable steps to ensure meaningful access to the information and services it provides. As noticed in the *Federal Register/Volume 70, Number 239/Wednesday, December 14, 2005/Notices*, there are four factors to consider in determining "reasonable steps".

- ✓ Factor 1: The number and proportion of LEP persons in the eligible service area;
- ✓ Factor 2: The frequency with which LEP persons encounter the programs;
- ✓ Factor 3: The importance of the service provided by the programs;
- ✓ Factor 4: The resources available and overall cost to the program.

The DOT Policy Guidance gives recipients of federal funds substantial flexibility in determining what language assistance is appropriate based on a local assessment of the four factors listed above.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

LEP Assessment for the City of Goldsboro

Factor 1: The Number and Proportion of LEP Persons in the Eligible Service Area

The City will assess the language needs of the population to be served. To identify the language and number of LEP persons the City may encounter, City staff will review:

- Census Data
- Community agency data
- School system Data
- Interviews with members within target project areas to determine frequency of contact with LEP individuals and what language was encountered

The first step towards understanding the profile of individuals that could participate in the transportation planning process is a review of Census data. Tables 1 on the following page display the primary language spoken and number of individuals that are LEP as measured by. For our planning purposes, we are considering people that speak English "not well" or "not at all" and only the top four language groups are included in the analysis.

Census Data

Tables 1, derived from the 2008-2012 American Community Survey 5-Year Estimates, shows the number and percent of persons who are age five (5) and older, with regard to their English language skills, for the City of Goldsboro.

As indicated, 2.5% of the City-wide area population 5 years and over is not proficient in English. Of those, the predominant language spoken is Spanish composing 1.5% of the City's total population.

Table 1: Language Spoken at Home – Goldsboro, NC				
Population 5 years and over	33,917	+/-312	33,917	(X)
English only	31,802	+/-447	93.8%	+/-1.1
Language other than English	2,115	+/-390	6.2%	+/-1.1
Speak English less than "very well"	859	+/-323	2.5%	+/-0.9
Spanish	1,174	+/-351	3.5%	+/-1.0
Speak English less than "very well"	494	+/-288	1.5%	+/-0.8
Other Indo-European languages	372	+/-117	1.1%	+/-0.3
Speak English less than "very well"	77	+/-57	0.2%	+/-0.2
Asian and Pacific Islander languages	392	+/-178	1.2%	+/-0.5
Speak English less than "very well"	219	+/-153	0.6%	+/-0.5
Other languages	177	+/-124	0.5%	+/-0.4
Speak English less than "very well"	69	+/-85	0.2%	+/-0.3

Community agency data

The City of Goldsboro is currently soliciting data from the Literacy Connection of Wayne County and Wayne Community College to caption for reporting purposes. Therefore, the City has no statistical data to report at time of this writing; however, the plans to provide this information in the near future. These organizations promotes literacy in Goldsboro through trained volunteer tutors who provide one on one and small group tutoring to adults with limited reading, writing or English speaking/literacy skills.

The Community College located within the City limits has an established ESL program. Over the years, WCC's ESL (English as a Second Language) program has served students from over many countries. ESL is a program of instruction designed to help adults whose native language is not English. Classroom instruction is offered at several levels ranging from beginning to advance. Classes are designed to help improve a student's English reading, writing, listening, and speaking skills. All ESL courses help learners develop life skills required for living and working in the United States.

School System data

The City of Goldsboro is currently soliciting data from the Wayne County Public School System to caption for reporting purposes. Therefore, the City has no statistical data to report at time of this writing; however, the plans to provide this information in the near future.

Interviews with members within the City' target project service areas:

Staff conducted interviews with members within the City of Goldsboro's target project service areas regarding their frequency of contact with LEP individuals and the languages encountered. The interviews revealed that members within target project service areas very rarely had contact with LEP individuals. On the few instances where members within the City's target project service areas did have contact with LEP individuals, the language spoken by the LEP individual was Spanish. Members within the City of Goldsboro's project target areas noted that it is common for the individual to be accompanied by another person with bilingual abilities. City staff has not yet encountered LEP individuals at the time of this writing.

Factor 2: The Frequency with which LEP Persons encounter the programs

The small size of the LEP population in this region is not expected to increase disproportionately to the general population. However, to date, no requests have been made by either individuals or groups directly to the City for Spanish or other language interpreters or publications. Any future requests for language assistance will be monitored and used in future updates to this document. The probability that City and members within the target project service areas will have future contact with LEP individuals is projected to remain similar to established patterns and occur very rarely.

The City will conduct Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC) meetings as needed throughout the year. The City will also occasionally, conducts open house public input workshops to receive input for regarding the City's prioritization list or for other projects, as they may occur. Community outreach will be achieved through the City's website, in-person office visits to City staff, and though advertising in the local newspaper and TV station "WGTV".

Factor 3: The importance of the service provided by the programs

The City of Goldsboro's programs use federal funds to plan for future transportation projects, and therefore do not include any direct service or program that requires vital, immediate or emergency assistance, such as medical treatment or services for basic needs (like food or shelter). Further, the City does not conduct required activities such as applications, interviews or other activities prior to participation in its programs or events. Involvement by any citizen with the City or its committees is voluntary.

However, the City of Goldsboro must ensure that all segments of the population, including LEP persons, have been involved or have had the opportunity to be involved in the transportation planning process to be consistent with the goal of the Federal Environmental Justice program and policy.

The impact of proposed transportation investments on underserved and underrepresented population groups is part of the evaluation process for the use of federal funds in four (4) major work products for the City (each of the following bullet points represents a document created by the Goldsboro Metropolitan Planning Organization (MPO) within the Planning Department):

- Long Rang Transportation Plan
- Transportation Improvement Plan
- Unified Planning Work Plan

Based on this evaluation and the language assessment in Factor 1 of the Four Factor analysis, the City staff will seek partner organizations proficient in Spanish to provide information about the City of Goldsboro plans and programs. Translation and/or interpretation services, for Spanish and other languages, will be considered upon request and in coordination with partner agencies in the area. Furthermore, public hearing notices include references to translation and/or interpretation services upon request by contact the City Manager's Office.

Inclusive public participation is a priority consideration in other the City's plans, studies and programs as well. The impacts of transportation improvements resulting from these planning activities have an impact on all residents. Understanding and continued involvement are encouraged throughout the process. The City is concerned with input from all stakeholders, and every effort is taken to make the planning process as inclusive as possible.

As a result of the long range transportation planning process, selected projects receive approval for federal funding and progress towards project planning and construction under the responsibility of local jurisdictions or state transportation agencies. These state and local organizations have their own policies to ensure LEP individuals can participate in the process that shapes where, how and when a specific transportation project is implemented.

Factor 4: The resources available and overall cost to the program

The City seeks input from all stakeholders, and every effort is made to ensure that the planning process is as inclusive as possible. Continued public involvement and participation is encouraged throughout the process. Given the small size of the LEP population within the City's planning area and financial constraints, full multi-language translations of large transportation plan documents, agenda packages, programs, and maps are not considered as warranted at this time. Moreover, based on the City's budget, the number of City staff, and

rare occurrences City members within the target project service areas encounter LEP persons, such activities would, at the present time, be cost prohibitive. However, as shown in the LEP Implementation Plan below, the City will seek to include the LEP community and is committed to including all residents in the transportation planning and decision-making process.

The City will continue its efforts to collaborate with federal, state, and local agencies to provide language translation and interpretation services when practical and in consideration of the funding available. When applicable, the translation of these documents will begin after the final English version has been completed.

Spanish language outreach materials from organizations such as federal, state, and local transportation agencies will be used when possible.

Meeting the Requirements and Implementation for LEP

Identifying LEP Individuals Who Need Language Assistance

Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events. When the City of Goldsboro sponsors an event, it will have a staff person greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English.

In addition, during the first encounter of a LEP individual in a face-to-face situation, the City staff plans to use language identification flashcards developed by the U.S. Census Bureau. These cards have the phrase, "Mark this box if you read or speak 'name of language," translated into 38 languages. They were designed for use by government and nongovernment agencies to identify the primary language of LEP individuals during face-to-face contacts. The Census Bureau's Language Identification Flashcard can be downloaded for free at http://www.lep.gov/ISpeakCards2004.pdf. The City plans to make them available at public meetings and other community input events. Once a language is identified, a relevant point of contact will be notified to assess feasible translation or oral interpretation assistance.

Vehicle operators and other front-line staff, like dispatchers, ADA schedulers, and service development planners, will be surveyed annually on their experience concerning any contacts with LEP persons during the previous year. The survey will be conducted once each year.

Types of language services available

Language assistance will be provided for LEP individuals through language translations. City of Goldsboro would like to ensure with greater certainty that we comply with our obligations to provide written translations in languages other than English. Paragraphs (a) and (b) below outline the circumstances that can provide "safe harbor" for City's programs regarding the requirements for translation of written materials. A "safe harbor" means that if City of Goldsboro provides written translations under these circumstances, such action will be considered strong evidence of compliance with the City of Goldsboro's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances outlined in paragraphs (a) and (b) does not mean there is noncompliance. Rather these paragraphs merely provide a guide for the City that would like greater certainty of compliance than can be provided by a fact-intensive, four-factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

The following actions will be considered strong evidence of compliance with the City of Goldsboro's written-translation obligations:

(a) The City provides written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

(b) If there are fewer than 50 persons in a language group that reaches the 5% trigger in (a), the City does not translate vital written materials but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Providing Notice of Available Language Service to LEP Persons

Signs will be posted that language assistance is available in public areas such as at the City of Goldsboro reception, conference room waiting areas, and the City's website.

Outreach Techniques

If City of Goldsboro staff knows that they will be presenting a topic in a geographic location with a known concentration of LEP persons, City staff will make a concerted effort to have meeting notices, fliers, advertisements, or agendas printed in the alternative language. As well, City staff will coordinate with local community groups to have someone available who can help interpret information at the meeting.

When running a general public meeting notice in a geographic location that could be of potential importance to LEP persons or if staff will be hosting a meeting or a workshop, City staff will, to the extent possible, insert the following clause: "An interpreter will be available" in the predominant language. City staff will seek to coordinate with local community groups to have someone available who can help interpret information at the meeting and/or workshop.

The City will include this statement when running general public meeting/hearing notices: "The City of Goldsboro will strive to provide reasonable accommodations and services for persons who require special assistance to participate in this public involvement opportunity. Contact the Title VI Coordinator at (919) 580-4359 for more information."

Coordination with local community groups is a key outreach component as City staff identifies and seeks to engage LEP persons in the City's programs and activities.

Staff Training

The City of Goldsboro staff and agency members will be trained to understand their obligations to provide meaningful access to information and services for LEP persons to ensure that staff knows about LEP policies and procedures and is able to implement LEP Plan language assistance measures. The City will include training as part of Title VI training and refresh procedures and policies prior to conducting public outreach for any project or program in likely LEP areas. For staff with more frequent contact with LEP persons, in-depth training will be provided. All staff, even if they do not interact regularly with LEP persons, will be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation.

The following training will be provided, but not limited to, all City's staff:

- Information on the RTA Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the *Language Identification Placards*
- Documentation of language assistance requests.
- Use of the City's Language line service.
- How to handle a potential Title VI/LEP complaint.

Monitoring/Evaluating City of Goldsboro performance and Updating the LEP Plan

The City will, on an ongoing basis with feedback from the community, determine whether new documents, programs, services, and activities need to be made accessible for LEP individuals, and will provide notice of any changes in services to the LEP public and to employees. City staff will reevaluate changes in demographics, types of services, or other needs of the LEP plan during the Long Range Transportation Plan and Transportation Improvement updates. At a minimum, the plan will be reviewed and updated when data from current and future U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the City's project service area. Any suggested updates will be brought before the City's technical and policy committees for consideration of adoption.

During the review, the following will be undertaken:

- Conduct surveys, work with stakeholders, and review existing document and website translations to determine whether existing assistance is meeting the needs of LEP persons.
- Evaluate the frequency of encounters with LEP language groups and the nature and importance of activities to LEP persons.
- Determine the availability of resources, including technological advances and sources of additional resources, and the costs imposed.

- Review staff knowledge and understanding of the LEP plan and how to implement it and explore new measures in staff training and outreach.
- Assess whether identified sources for assistance are still available and viable.

Dissemination of the Limited English Proficiency Plan

City staff will post the LEP Plan on its website at www.goldsboronc.gov. Any person with Internet access will be able to view the plan. Copies of the LEP Plan will also be provided to the member of the City's jurisdictions and interested parties upon request. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to:

Title VI Coordinator
City of Goldsboro
Community Affairs Office
Historic City Hall
214 North Center Street
Goldsboro, NC 27530
ljward@goldsboronc.gov
919-580-4359 Phone

CITY OF GOLDSBORO
TITLE VI POLICY STATEMENT

It is the policy of the City of Goldsboro to ensure that no person shall, on the ground of race, color, sex, age, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related non-discrimination Civil Rights laws and authorities.

_____ _____

Alfonzo “AL” King, Mayor Date
City of Goldsboro

CIUDAD DE GOLDSBORO
TÍTULO VI DECLARACIÓN DE POLÍTICA

Es la política de la ciudad de Goldsboro para garantizar que ninguna persona, por razón de raza, color, sexo, edad, origen nacional o discapacidad, excluida de la participación en, ser negada los beneficios de o de lo contrario ser objeto de discriminación bajo cualquier programa o actividad contemplada por el título VI de la ley de derechos civiles de 1964, la ley de restauración de los derechos civiles de 1987, y cualquier otra relacionada con las leyes de derechos civiles y las autoridades de no discriminación.

_____ _____

Alfonzo "AL" rey, Alcalde — Date
Ciudad De Goldsboro

Standard Title VI Assurances

The City of Goldsboro (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the US Department of Transportation and North Carolina Department of Transportation (NCDOT) it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal-Aid Highway Program:

1) That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (b) and 21.23 (e) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2) That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-Aid Highway Program and, in adapted form in all proposals for negotiated agreements:

   > The City of Goldsboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3) That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4) That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5) That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6) That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7) That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal-Aid Highway program.

8) That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is sued for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9) The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10) The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program.

_____ _____

Alfonzo “AL” King, Mayor Date
City of Goldsboro

APPENDIX A

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, age, sex, color, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative nondiscrimination on grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Goldsboro, the North Carolina Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Goldsboro, North Carolina Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Goldsboro, the North Carolina Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Goldsboro, the North Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Goldsboro to enter into such litigation to protect the interests of the City of Goldsboro, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City of Goldsboro will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of North Carolina all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits or similar instruments entered into by the City of Goldsboro pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to terminate the {license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re- enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Goldsboro pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, sex, age, color, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, sex, age, color, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re- enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY and its assigns.

CITY OF GOLDSBORO
TITLE VI NOTICE TO PUBLIC

The City of Goldsboro hereby gives public notice of its policy to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964 and all related acts and statutes. Title VI and related statutes prohibiting discrimination in Federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.

It is the City of Goldsboro's objective to:

1) Ensure that the level and quality of transportation service is provided without regard to race, color, national origin sex, age, or disability
2) Promote the full and fair participation of all affected populations in transportation decision-making
3) Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations
4) Ensure meaningful access to programs and activities by persons with limited English proficiency.

The City is committed to a policy of non-discrimination in the conduct of its business, including adherence to Title VI responsibilities and the delivery of equitable and accessible transportation services. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color, national origin, sex, age, or disability by the City of Goldsboro Transit program may file a Title VI complaint with the City of Goldsboro.

Any such complaint must be in writing and submitted to the City of Goldsboro Title VI Coordinator within 180 days following the date of the alleged discrimination. A Title VI Civil Rights Complaint Form is available online at www.goldsboronc.gov or by calling 919-580-4359. Complaints should be addressed to: Title VI Coordinator, P.O. Drawer A, Goldsboro, NC 27533-9701.

The City of Goldsboro will provide a free language interpreter to help you conduct your transit business. If you require a language interpreter, please contact the City Manager's Office, City Hall Annex, by calling (919) 580-4330 or online at www.goldsboronc.gov under "Citizen Requests" and state the language you speak. The office will schedule you an appointment and an interpreter to be arranged via telephone or in person at the time of your appointment.

LIST OF LOCATIONS
TITLE VI NOTICE TO PUBLIC IS POSTED

The Title VI Notice to Public will be available at the following locations:

City of Goldsboro Title VI Coordinator Community Affairs Office Historic City Hall 214 North Center Street Goldsboro, NC 27530	City of Goldsboro Planning Department City Hall Annex 200 North Center Street Goldsboro, NC 27530	City of Goldsboro Office of the City Clerk City Hall Annex 200 North Center Street Goldsboro, NC 27530
Goldsboro Urban Area MPO City Hall Annex 200 North Center Street Goldsboro, NC 27530	City of Goldsboro Community Development Office Historic City Hall 214 North Center Street Goldsboro, NC 27530	City of Goldsboro Downtown Goldsboro Development Corporation 219 North John Street Goldsboro, NC 27530
City of Goldsboro website: www.goldsboronc.gov	Goldsboro-Wayne Transportation Authority 600 North Madison Avenue Goldsboro, NC 27530	Goldsboro Housing Authority 1729 Edgerton Street Goldsboro, NC 27530
Eastern Carolina Regional Housing Authority 2120 South Slocumb Street Goldsboro, NC 27530	Elmwood Terrace Resource Center 409 East Hinson Street Goldsboro, NC 27530	Peggy M. Seegars Senior Center 2001 East Ash Street Goldsboro, NC 27530
Wayne County Public Library 1001 East Ash Street Goldsboro, NC 27530	Veterans Services 2001-D East Ash Street Goldsboro, NC 27530	

CIUDAD DE GOLDSBORO
TÍTULO VI AVISO PÚBLICO

La ciudad de Goldsboro presente da aviso público de su política de defender y asegurar la completa conformidad con el título VI de la ley de derechos civiles de 1964 y todos los actos y estatutos relacionados. Título VI y relacionados con los estatutos que prohíben la discriminación en programas asistidos por el gobierno federal requieren que ninguna persona en los Estados Unidos de América, por motivos de raza, color, origen nacional, sexo, edad, o discapacidad serán excluidos de la participación en, ser negado los beneficios de, o de lo contrario ser sujeto a discriminación bajo cualquier programa o actividad recibiendo ayuda Federal.

Objetivo de la ciudad de Goldsboro es:

1) Asegurar que el nivel y calidad de servicio de transporte es proporcionado sin distinción de raza, color, sexo de origen nacional, edad o discapacidad
2) Promover la participación plena y justa de todas las poblaciones afectadas en la toma de decisiones de transporte
3) Prevenir la negación, reducción o retraso en los beneficios relacionados con los programas y actividades que beneficien a las poblaciones minoritarias o poblaciones de bajos ingresos
4) Garantizar un acceso significativo a los programas y las actividades de las personas con dominio limitado del inglés.

La ciudad está comprometida con una política de no discriminación en la conducta de su negocio, incluyendo la adherencia a las responsabilidades del título VI y la prestación de servicios de transporte accesible y equitativa. Cualquier persona que cree que él o ella ha sido sometida a discriminación bajo el Titulo VI sobre la base de raza, color, origen nacional, sexo, edad o discapacidad por el programa de la autoridad de tránsito de la ciudad de Goldsboro puede presentar una queja del título VI con el ciudad de Goldsboro.

Cualquier denuncia debe ser por escrito y enviado a laCiudad de Goldsboro Coordinador del título VI dentro de 180 días siguientes a la fecha de la supuesta discriminación. Un formulario de queja de los derechos civiles de título VI está disponible en línea en www.goldsboronc.gov o llamando al 919-580-4359. Las quejas deben dirigirse a: Coordinador del título VI, P.O. cajón A, Goldsboro, NC 27533-9701.

La ciudad de Goldsboro proveerá un intérprete gratis para ayudarle a realizar sus negocios de tránsito. Si necesita un intérprete de lenguaje, por favor póngase en contacto con la oficina del administrador de la ciudad, Ayuntamiento anexo, llamando al (919) 580-4330 o en línea en www.goldsboronc.gov bajo "Ciudadano pide" y habla la lengua del estado. La oficina se programará una cita y un intérprete a convenir vía telefónica o en persona en el momento de su nombramiento.

LISTA DE UBICACIONES
TÍTULO VI AVISO PÚBLICO ES PUBLICADA

El título VI aviso público estarán disponible en las siguientes ubicaciones:

Ciudad de Goldsboro Coordinador del título VI Oficina de asuntos comunitarios Antiguo Ayuntamiento 214 North Center Street Goldsboro, NC 27530	Ciudad de Goldsboro Departamento de planificación Ayuntamiento anexo 200 North Center Street Goldsboro, NC 27530	Ciudad de Goldsboro Oficina de la Secretaria Municipal Ayuntamiento anexo 200 North Center Street Goldsboro, NC 27530
Área urbana de Goldsboro MPO Ayuntamiento anexo 200 North Center Street Goldsboro, NC 27530	Ciudad de Goldsboro Oficina de desarrollo comunitario Antiguo Ayuntamiento 214 North Center Street Goldsboro, NC 27530	Ciudad de Goldsboro Centro de Goldsboro Development Corporation 219 North John Street Goldsboro, NC 27530
Sitio web de la ciudad de Goldsboro: www.goldsboronc.gov	Autoridad de transporte Goldsboro Wayne 600 North Madison Avenue Goldsboro, NC 27530	Autoridad de vivienda de Goldsboro 1729 Edgerton Street Goldsboro, NC 27530
Autoridad de vivienda Regional este de Carolina 2120 South Slocumb Street Goldsboro, NC 27530	Elmwood Terrace Resource Center 409 East Hinson Street Goldsboro, NC 27530	Peggy M. Seegars Senior Center 2001 East Ash Street Goldsboro, NC 27530
Biblioteca pública del Condado de Wayne 1001 East Ash Street Goldsboro, NC 27530	Servicios de veteranos 2001-D East Ash Street Goldsboro, NC 27530	

Public Involvement Plan

Executive Summary

The City of Goldsboro created this Public Involvement Plan (PIP) to provide guidelines for establishing and maintaining optimum public involvement in the transportation planning process. Exemplary public involvement begins early in the planning process and continues throughout each of the planning stages, helping to avoid, minimize, and mitigate project impacts while providing the best engineering solutions.

The objectives of the City's Public Involvement Plan are to:

- ✓ **Inform** the public of transportation meetings and other events.
- ✓ **Educate** the public regarding their role in the transportation planning and decision-making process.
- ✓ **Involve** the public by providing opportunities early and often in the transportation planning and decision-making process.
- ✓ **Reach out** to all communities in the planning area to inform, educate, and involve.
- ✓ **Improve** the public involvement process by updating this document in accordance with federal guidelines.

This PIP is reviewed periodically, at least every five years, to ensure our planning process provides full and open access to all segments of the population serviced by the City. Contained herein are the City's current public involvement objectives, policies, and techniques. The public's comments are always welcome. This document is available on the City's website at www.goldsboronc.gov or by calling (919) 580-4359 for a copy, or you may visit the City of Goldsboro's Community Affairs Office, Historic City Hall, 214 North Center Street, Goldsboro, NC 27530 to pick up a copy.

Intent of Plan

The awareness and involvement of interested persons in governmental processes are integral to successful transportation planning. The Public Involvement Plan (PIP) of the City of Goldsboro sets forth specific measures to heighten citizen education and responsiveness.

Public involvement helps avoid, minimize, and mitigate project impacts while providing the best engineering solutions. Therefore, to be effective, it is important that government agencies understand a given community's values and, it is equally important for the community to understand the tradeoffs and constraints associated with project planning.

This mutual understanding can only be achieved through early, frequent and continued communication. When the public is engaged in the process, their insight helps assure projects suit community needs, simultaneously complementing the movement of people and goods. This Plan identifies the methods the City of Goldsboro currently uses and will implement in the future to optimize public participation in developing transportation projects.

Federal Requirements for Public Participation

The public involvement process requirements in 23 CFR450, Section 450.316 (a), are listed below. These requirements encourage a proactive public involvement process and support early and continuing involvement of the public in the planning process. A reference to the section of this plan and/or a response describing how the City of Goldsboro meets these requirements is included following each criterion listed below.

Section 450.316 (a) (1):

(i) *Providing adequate public notice of public participation activities and time for public review and comment at key decision points, including but not limited to a reasonable opportunity to comment on the proposed metropolitan transportation plan and the TIP;*

(ii) *Providing timely notice and reasonable access to information about transportation issues and processes;*

(iii) *Employing visualization techniques to describe metropolitan transportation plans and TIP's;*

(iv) *Making public information (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web;*

Draft document(s) are presented to the TCC. The TCC reviews, comments, and recommends that the TAC consider and present the draft document(s) to the public. Draft document(s) are presented to TAC which will consider presenting the draft document(s) to the public. After the TCC and TAC have commented, the document(s) will be updated, as necessary.

Following approval of the draft document by the TAC, a draft version of the LRTP will be available for comment for at least thirty (30) calendar days. The document(s) are once again presented to the TCC along with a summary of public comments. The TCC will consider recommending the document(s) for TAC adoption. The document(s) are presented to the TAC for their consideration and adoption.

The City of Goldsboro shall provide for an additional public comment period of at least ten (10) calendar days if the final LRTP differs significantly from the version that was made available for public comment by the City and raises new material issues which interested parties could not reasonable have foreseen from the public involvement efforts. The final adopted version of the LRTP shall be made available to the public and on the City's web site.

Notice requirements for TCC and TAC meetings are specified in the Public Involvement Opportunities section. TCC and TAC meeting notices will be advertised in the Goldsboro News Argus newspaper at least fourteen (14) calendar days prior to the meeting. Information concerning transportation

issues and processes is publicly available at the City of Goldsboro Title VI Coordinator office located at Historic City Hall, 214 N. Center Street, Goldsboro NC, 27534 and/or is available on the City's web site.

The City of Goldsboro uses Geographical Information System (GIS) technology to create maps and proper visualization tools to describe transportation plans to the public. Meeting agendas and any technical information, such as regularly-issued products from the City or project-specific information will be available from the City's web site.

(v) Holding any public meetings at convenient and accessible locations and times;

TCC and TAC meetings are typically held at the City of Goldsboro's City Hall Addition Large Conference Room. This facility is ADA-compliant and is conveniently located near a bus stop. TCC and TAC meetings are held during regular office hours from 8 am to 5 pm.

Other meetings, such as informational workshops or open-house events, may be held from late afternoon through early evening and could be held as a single drop-in session to allow those with traditional work schedules to attend as well as allowing those who work in the evenings or on weekends to attend.

Any presentation to City Council will be held at the Council's regularly-scheduled date and time for its Council work session. Both the TCC and TAC meetings shall be advertised in the News Argus newspaper at least fourteen days (14) calendar days prior to the meeting.

(vi) Demonstrating explicit consideration and response to public input received during the development of the metropolitan transportation plan and the TIP;

Public comments will be taken into consideration with the appropriate plan/project. A summary of public comments and staff response will be provided to the TAC and the TCC, as previously stated in section *(i.) – (iv.)*. Any comments received during a meeting of the City's TCC or TAC will be included in the meeting.

(vii) Seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services;

As part of the transportation planning process to meet the requirements of Title VI, and to better serve the community, the City of Goldsboro will reach out to members of the low- income, minority, and disadvantaged communities to ensure participation. Whenever practicable, public open-house meetings to discuss transportation issues will be held at the Herman Park Center, which is ADA-compliant to encourage participation.

Public notifications outlined in this document will be conducted to attempt to get the word out about upcoming meetings and public workshops via a number of methods. Citizens that express interest will be put on a mailing

list to be notified of other meetings and any proposed actions. For those without transportation and the disabled, the City of Goldsboro will hold meetings and public workshops during times when public transit and para-transit service is available. Meetings held at the City of Goldsboro's City Hall Addition Large Conference Room, or Herman Park Center are all serviced by para-transit and public transit with bus stops located conveniently nearby each location.

When possible, public meetings and open-house workshops are held at facilities offering free public parking and accessibility to transit. All meetings and workshops of the City are held in ADA-compliant venues. If an interpreter is needed for deaf or hearing impaired citizens, please call the City Manager's Office, City Hall Annex, by calling (919) 580-4330 or online at www.goldsboronc.gov under "Citizen Requests" and state the language you speak. The office will schedule you an appointment and an interpreter to be arranged via telephone or in person at the time of your appointment.

(viii) Providing an additional opportunity for public comment, if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts;

The City of Goldsboro shall provide for an additional public comment period of at least ten (10) calendar days if the final LRTP or TIP differs significantly from the version that was made available for public comment by the City and raises new material issues which interested parties could not reasonable have foreseen from the public involvement efforts.

(ix) Coordinating with the statewide transportation planning public involvement and consultation processes under subpart B of this part;

The City of Goldsboro regularly consults with agencies and officials responsible for other planning activities within the target project service areas that are affected by transportation, such as State officials, local government representatives, local economic development representatives, local municipal planning agency representatives, local transit planning agency representatives, etc.

(x) Periodically reviewing the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.

This public involvement plan shall be reviewed at least every five (5) years for this purpose. The City of Goldsboro will consider comments on this plan at any time as part of a periodic and ongoing review of its effectiveness. Other data that might be used for evaluation purposes include attendance at meetings, the quantity of comments, and Web site usage statistics.

Section 450.316 (a) (2):

1. *When significant written and oral comments are received on the draft metropolitan transportation plan and TIP (including the financial plans) as a result of the participation process in this section or the interagency consultation process required under the EPA transportation conformity regulations (40 CFR part 93), a summary, analysis, and report on the disposition of comments shall be made as part of the final metropolitan transportation plan and TIP.*

When significant written and oral comments are received on the Long-Range Transportation Plan and on the TIP (including the financial plans), a summary of the comments will be provided within those documents (or in an appendix therein) along with any disposition to comments.

Section 450.316 (a) (3):

2. *A minimum public comment period of 45 calendar days shall be provided before the initial or revised participation plan is adopted by the MPO. Copies of the approved participation plan shall be provided to the FHWA and the FTA for informational purposes and shall be posted on the World Wide Web, to the maximum extent practicable.*

It shall be the City's policy to have a minimum of a forty-five (45) calendar day public comment period before the initial or revised public involvement plan is adopted by the City. This document shall be posted on the City's web site and distributed to any interested persons

City of Goldsboro
Title VI Voluntary Public Involvement Form

(Completing this form is **completely voluntary**. You are not required to provide the information requested in order to participate in this meeting.)

Meeting Type:	**Date:**
Location:	
Projection Description:	

In accordance with Title VI of the Civil Rights Act of 1964 and related authorities, the City of Goldsboro assures that no person(s) shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any of its programs, policies, or activities, based on their race, color, national origin, disability, age, income, or gender.

Completing this form helps meet our data collection and public involvement obligations under Title VI and NEPA, and will improve how we serve the public. Please place the completed form in the designated box on the sign-in table, hand it to Goldsboro Title VI Coordinator or mail it to the Title VI Coordinator, P.O. Drawer A, Goldsboro, NC 27533-9701.

All forms will remain on file at the City of Goldsboro as part of the public record.

Zip Code: _____

Street Name: _____

Total Household Income:

- ☐ Less than $12,000
- ☐ $12,000 - $19,999
- ☐ $20,000 - $30,999
- ☐ $31,000 - $46,999
- ☐ $47,000 - $69,999
- ☐ $70,000 - $93,999
- ☐ $94,000 - $117,999
- ☐ $118,000 or greater

Gender: ☐ Male ☐ Female

Age:

- ☐ Less than 18
- ☐ 18-29
- ☐ 30-44
- ☐ 45-64
- ☐ 65 and older

Disable: ☐ Yes ☐ No

Race:

- ☐ White
- ☐ Black/African American
- ☐ Asian
- ☐ American Indian/Alaskan Native
- ☐ Native Hawaiian/Pacific Islander
- ☐ Hispanic/Latino
- ☐ Other (please specify): _____

National Origin: (If born outside of the US)

- ☐ Mexican
- ☐ Central American: _____
- ☐ South American: _____
- ☐ Puerto Rican
- ☐ Chinese
- ☐ Vietnamese
- ☐ Korean
- ☐ Other (please specify): _____

For more information regarding Title VI or this request, please contact the Goldsboro Title VI Coordinator at (919) 580-4359 or by email at ljward@goldsboronc.gov. Thank you for your participation.

Ciudad de Goldsboro
Título VI voluntario formulario de participación pública

(Completar este formulario es totalmente voluntaria. No es necesario para proporcionar la información solicitada para poder participar en esta reunión.)

Tipo de reunión:	**Fecha:**
Ubicación:	
Descripción de proyección:	

Conformidad con el título VI de la ley de derechos civiles de 1964 y autoridades relacionadas, la ciudad de Goldsboro asegura que ninguna persona quedará excluido de la participación en, negado los beneficios de, o sujeto a discriminación bajo cualquiera de sus programas, políticas o actividades, en base a su raza, color, origen nacional, discapacidad, edad, ingresos o género.

Cumplimentación del presente formulario ayuda a cumplir con nuestra recopilación de datos y participación pública obligaciones bajo título VI y NEPA y mejorará cómo servir al público. Por favor coloque el formulario en el cuadro señalado en la tabla de inicio de sesión, Goldsboro Title VI Coordinator en mano o por correo al Coordinador del título VI, P.O. cajón A, Goldsboro, NC 27533-9701.

Todas las formas permanecerán en los archivos de la ciudad de Goldsboro como parte de los registros públicos.

Código postal: _____

Nombre de la calle: _____

Ingreso total del hogar:

- ☐ Menos de $12,000
- ☐ $12,000 - $19,999
- ☐ $20,000 - $30,999
- ☐ $31,000 - $46,999
- ☐ $47,000 - $69,999
- ☐ $70,000 - $93,999
- ☐ $94,000 - $117,999
- ☐ $118,000 o mayor

Género: ☐ Hombre ☐ Femenina

Edad:

- ☐ Menos de 18
- ☐ 18-29
- ☐ 30-44
- ☐ 45-64
- ☐ 65 años de edad

Deshabilitar: ☐ Si ☐ No

Raza:

- ☐ Blanco
- ☐ Negro/Afro Americano
- ☐ Asiático
- ☐ Indio americano o de Alaska Native
- ☐ Nativo hawaiano/isleño del Pacífico
- ☐ Hispano/Latino
- ☐ Otros (especifique): _____

Origen nacional: (Si es nacido fuera de Estados Unidos)

- ☐ Mexicana
- ☐ América Central: _____
- ☐ Sudamericana: _____
- ☐ Puerto Rican
- ☐ Chino
- ☐ Vietnamita
- ☐ Coreano
- ☐ Otros (especifique): _____

Para obtener más información acerca de esta petición o título VI, póngase en contacto con el Coordinador del VI Goldsboro título al (919) 580-4359 o por correo electrónico a ljward@goldsboronc.gov. Gracias por su participación.

CITY OF GOLDSBORO
TITLE VI PROGRAM
COMPLAINT PROCEDURES

The complaint procedures outlined herein apply to the City of Goldsboro and other recipients of federal financial assistance under programs administered by the City of Goldsboro. These procedures cover discrimination complaints filed under Title VI of the Civil Rights Act of 1964, Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the American with Disability Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166 as it relates to any program, services, or activities administered by the FTA or NCDOT and its sub-recipients (e.g., transit systems, MPOs, universities, and counties), consultants, and contractors. **NOTE: Title VI Transit related complaints are related to Civil Rights Act of 1964, which only covers discrimination basis of race, color, and national origin.**

The City of Goldsboro will make every effort to obtain early resolution of complaints at the lowest level possible. Complaints of alleged discrimination will be investigated by the appropriate authority. Complaints of discrimination filed directly against the MPO may be investigated by the Federal Transit Administration (FTA), the North Carolina Department of Transportation's (NCDOT) Office of Civil Rights (OCR), or other appropriate authority. The MPO will investigate complaints against its sub-recipients, consultants, and contractors. The option of informal mediation meeting(s) between the affected parties and the City staff may be utilized for resolution. Upon completion of each investigation, City staff will inform every complainant of all avenues of appeal.

Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City of Goldsboro for processing federally-funded transportation related complaints under Title VI of the Civil Rights Act of 1964, related statutes and authorities.

Filing of Complaints

1. **Applicability** – The complaint procedures apply to the beneficiaries of the City of Goldsboro's programs, activities, and services, including but not limited to the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.

2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability may file a written complaint with City of Goldsboro. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.

3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:

   - ❖ The date of the alleged act of discrimination; or
   - ❖ The date when the person(s) became aware of the alleged discrimination; or
   - ❖ Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI complaints may be submitted to the following entities:

City of Goldsboro, Title VI Coordinator, P.O. Drawer A, Goldsboro, NC 27533-9701 or physical address Community Affairs Office, Historic City Hall, 214 North Center Street, Goldsboro, NC 27530

North Carolina Department of Transportation, Office of Civil Rights, Title VI/EO Contract Compliance Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453

US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints –** Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing (see "Complaint Form"). Complaints will be accepted in other languages including Braille.

5. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories for Title VI	Definition	Examples
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group.	Black/African American, Asian, Hispanic/Latino, Asian, American Indian/Alaska Native, White, Native Hawaiian/Pacific Islander
Color	Color of skin, including shade of skin with a racial group	Black, White, Light Brown, Dark Brown etc.
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered by national origin.	Mexican, Cuban, Chinese, Japanese, Vietnamese,
Other Categories Not Include in Title VI	**Definition**	**Examples**
Sex	Gender	Women and Men
Age	Persons of any age	21 years old person
Disability	Physical or mental Impairment permanent or temporary, or perceived	Blind, alcoholic, diabetic, arthritic, para-amputee, epileptic

INTERNAL COMPLAINT PROCESS

1. **Initial Contact –** As resources, the Goldsboro Title VI Coordinator will provide complainants with an explanation of the filing options, information concerning the discrimination complaint process and a Title VI Discrimination Complaint Form.

2. **The Complaint Review Process**

   a. The Title VI coordinator or designee, will review complaints upon receipt to ensure that relevant information is provided, the complaint is timely, and satisfies jurisdictional requirements.

   b. All complaints shall be investigated unless:

      - The complaint is withdrawn;
      - The complainant fails to provide required information in a timely manner;
      - The complaint is not filed timely; and
      - Any issues that do not involve discrimination, or are not based on a protected basis will be directed to the appropriate entity. Under no circumstances will complainants be discouraged from filing a complaint.

   c. The Title VI Coordinator or designee, will investigate all complaints filed against the Goldsboro's contractors, subcontractors, consultants, and other sub-recipients. These complaints will be forwarded to NCDOT upon request.

   d. Complaints filed against Goldsboro will be forwarded to NCDOT for processing and investigation.

e. Upon determination that the complaint warrants an investigation, the complainant is sent a certified letter acknowledging receipt of the complaint within 10 days of receipt of the complaint. The name of the investigator is provided as well as the complainant's rights under Title VI and related statutes.

f. The respondent is notified by certified mail that he/she has been named in a complaint and is provided with his/her rights under Title VI and related statutes. The letter identifies the investigator's name and informs the respondent that he/she will be contacted for an interview.

Investigation

1. Investigative Plan

The investigator shall prepare an investigative plan that includes, but is not limited to the following:

- Complainant(s) name and address;
- Respondent(s) name and address;
- Applicable law(s);
- Basis for the complaint;
- Allegations, events or circumstances that caused the person to believe that he/she has been discriminated against;
- Appropriate information needed to address the issue;
- Name of persons to be interviewed and issues of which they have first-hand knowledge;
- Questions for the complainant, respondent, and witness(es);
- Evidence to be obtained during the investigation; and
- Remedy sought by the complainant.

2. Conducting the Investigation

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained to the fullest extent possible.
- Interviews will be conducted to obtain the facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case that the witness can provide firsthand information.
- Interviews are taped/recorded with the interviewee's consent.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- The investigation working papers are completed, cross-referenced and indexed.
- The interviewee may have representation of his/her choice at the interview.

3. Informal Resolution

The Alternative Dispute Resolution (ADR) process is offered as an alternative for resolving Title VI complaints. During the investigative process, the investigator will make every effort to assist the parties with reaching a voluntary, negotiated resolution.

During the initial interviews with the complainant and respondent, the investigator will request information regarding specifically requested relief and settlement opportunities. The attempts to resolve complaints using ADR are required by the Alternative Dispute Resolution Act of 1998.

4. **Investigation Reporting Process**

   - Within 60 days of conducting the investigation, the investigator will prepare an investigative report and submit the report and supporting documentation to the Title VI Coordinator, or designee for review. The investigative report should include recommended decisions.
   - The investigative report should outline the following complaint details: Date of written complaint, contract number, contractor and/or subcontractor name, and the complaint basis (race, color, national origin, etc).
   - The Title VI Coordinator or designee will review the file and investigative report. If a designee conducts the review, then subsequent to the review, the designee will submit the investigative reports, investigative files, and recommended decisions to the Title VI Coordinator.
   - Upon the Title VI Coordinator's approval, the investigative report and recommended decisions shall be forwarded to NCODT or FHWA for a final agency decision.

Records

All records and investigative working files will be maintained within the Title VI Coordinator's offices, or at a location as directed by the Title VI Coordinator. Records are kept for four years internally.

City of Goldsboro
Title VI Discrimination Complaint Form

NOTE: Title VI Transit related complaints are related to Civil Rights Act of 1964, which only covers discrimination basis of race, color, and national origin.

Last Name:	**First Name:**		☐ Male ☐ Female
Mailing Address:	**City:**	**State:**	**Zip Code:**
Home Telephone:	**Work Telephone:**	**Email Address:**	

Identify the Category of Discrimination:

☐ RACE ☐ COLOR ☐ NATIONAL ORIGIN ☐ AGE

☐ RELIGION ☐ DISABILITY ☐ SEX/GENDER

Identify the Race of the Complainant:

☐ Black ☐ White ☐ Hispanic ☐ Asian American

☐ American Indian ☐ Alaskan Native ☐ Pacific Islander ☐ Other _____

Date of Alleged Discrimination (Month, Day, Year):_____

Names of individuals responsible for the discriminatory action(s):_____
_____

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).
_____
_____
_____
_____
_____

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Please provide name, address, and telephone for each witness and attached additional page(s), if necessary).
_____
_____
_____
_____

Have you previously filed a Title VI complaint with the City of Goldsboro? ☐ No ☐ Yes

Have you previously filed this complaint with any other Federal, State, or Local agency, or with Federal or State court? ☐ No ☐ Yes

- ☐ US Equal Employment Opportunity Commission
- ☐ US Department of Transportation
- ☐ Other: _____
- ☐ Federal Highway Administration
- ☐ Federal or State Court
- ☐ NC DOT

Please provide information about the contact person at the agency/court where the complaint was filed and included the filing date. (Attached additional page(s), if necessary).

_____
_____
_____
_____

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

_____
_____
_____
_____

The City of Goldsboro cannot accept an unsigned complaint. Please sign and date the complaint form below.

_____ _____
Complainant's Signature Date

Mail Complaint Form To:

Title VI Coordinator
City of Goldsboro
Community Affairs Office
Historic City Hall
214 North Center Street
Goldsboro, NC 27530

For Office Use Only

Date Complaint Received:_____
Processed by:_____
Case #:_____
Referred to:_____ Date Referred:_____

CIUDAD DE GOLDSBORO
TÍTULO VI PROGRAMA
PROCEDIMIENTOS DE QUEJA

Los procedimientos descritos en este documento se aplican a la ciudad de Goldsboro y otros receptores de asistencia financiera federal bajo programas administrados por el ciudad de Goldsboro. Estos procedimientos cubren presentadas bajo el título VI de la ley de derechos civiles de 1964, acto de la restauración de los derechos civiles de 1987, la Ley Federal de carreteras ayuda de 1973, ley de discriminación de edad de 1975, el American watt Deshabilita Acto de 1990, la sección 504 del Acta de rehabilitación de 1973, orden ejecutiva 12898 y orden ejecutiva 13166 como se refiere a cualquier programa de quejas de discriminación, servicios o actividades administraron por el TLC o NCDOT y sus destinatarios secundarios (por ejemplo, los sistemas de tránsito, MPO, universidades y condados), consultores y contratistas. **Nota: Título VI tránsito relacionadas con quejas están relacionadas con la ley de derechos civiles de 1964, que sólo cubre la base de la discriminación de raza, color y origen nacional.**

La ciudad de Goldsboro hará todos los esfuerzos para obtener la pronta resolución de las quejas en el nivel más bajo posible. Las denuncias de presunta discriminación serán investigadas por la autoridad competente. Quejas de discriminación presentadas directamente contra la MPO pueden ser investigadas por la Administración Federal de tránsito (FTA), la Carolina del norte del Departamento de transporte (NCDOT) Oficina de derechos civiles (OCR), u otra autoridad apropiada. La MPO investigará las denuncias contra sus sub-receptores, consultores y contratistas. La opción de vía de mediación informal entre las partes afectadas y el personal ciudad puede utilizarse para la resolución. Sobre la terminación de cada investigación, personal de ciudad informará a cada demandante de todas las vías de recurso.

Propósito

El propósito de los procedimientos de queja de discriminación es describir el proceso utilizado por la ciudad de Goldsboro para procesar las quejas relacionadas con MPO bajo el Titulo VI de la ley de derechos civiles de 1964, entes y estatutos relacionados.

Presentación de quejas

1. **Aplicabilidad** – la queja procedimientos se aplican a los beneficiarios de los programas la ciudad de Goldsboro, actividades y servicios, incluyendo pero no limitado a la opinión pública, contratistas, subcontratistas, consultores y otros subreceptores de fondos federales y estatales.

2. **Elegibilidad** – cualquier persona o categoría de personas que cree que él/ella ha sido sometido a la discriminación o represalia prohibida por cualquiera de las autoridades de los derechos civiles, basado en raza, color, sexo, edad, origen nacional o discapacidad puede presentar una queja por escrito con el Departamento de transporte de Goldsboro. La ley prohíbe la intimidación o represalias de ningún tipo. La queja puede ser presentada por el individuo afectado o su representante y debe ser por escrito.

3. **Plazos y opciones de presentación** – una queja debe presentarse no más tarde de 180 días calendario después de las siguientes:

    - ❖ La fecha del presunto acto de discriminación; o
    - ❖ La fecha cuando la persona se dio cuenta de la supuesta discriminación; o
    - ❖ Donde ha habido un curso continuo de conducta, se suspendió la fecha en la que realizar o la última instancia de la conducta.

Podrán presentar título VI denuncias a las siguientes entidades:

Ciudad de Goldsboro, Coordinador del título VI, P.O. cajón A, Goldsboro, NC 27533-9701 o dirección física oficina de asuntos comunitarios, histórico ayuntamiento, 214 North Center Street, Goldsboro, NC 27530

Departamento de transporte de Carolina del norte,Oficina de derechos civiles, sección de cumplimiento contrato de título VI/EO, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 o llame gratis al 800-522-0453

Departamento de transporte de Estados Unidos, Oficina Departamental de los derechos civiles, derechos civiles externos Programas de la división, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, oficina de derechos civiles, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Highway Administration, oficina de la división de Carolina del norte, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Administración de tránsito federal, oficina de derechos civiles, ATTN: Título VI Programa Coordinador, Bldg. East 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Administración Federal de aviación, oficina de derechos civiles, 800 independencia Avenue, SW, Washington, DC 20591, 202-267-3258

Departamento de justicia de Estados Unidos, sección de litigios especiales, División de derechos civiles, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 o toll free 877-218-5228

4. **Formato para quejas –**Las quejas serán por **escrito** y **firmado** por el reclamante o su representante e incluyen nombre, dirección y número telefónico del denunciante. Denuncias recibidas por fax o correo electrónico se reconoció y se procesan. Las denuncias recibidas por teléfono serán reducidas a escritura y proporciona al demandante para confirmación o revisión antes de la transformación (véase "Formulario de denuncia" en la página). Se aceptarán reclamaciones en otros idiomas incluyendo Braille.

5. **Queja base** – las denuncias deben basarse en cuestiones relativas a raza, color, origen nacional, sexo, edad o discapacidad. El término "base" se refiere a la membresía del denunciante en una categoría grupo protegido.

Categorías protegidas por título VI	Definición	Ejemplos
Raza	Un individual que pertenece a uno de los grupos raciales aceptados; o la percepción, generalmente basado en las características físicas que una persona es miembro de un grupo racial.	Negro/Afro Americano, asiáticos, hispanos/latinos, asiáticos, American Indian/Alaska nativo, blanco, nativo hawaiano/isleño del Pacífico
Color	Color de piel, incluyendo el color de piel con un grupo racial	Negro, blanco, marrón claro, marrón oscuro etc..
Origen nacional	Lugar de nacimiento. Ciudadanía no es un factor. Discriminación basada en el lenguaje o el acento de una persona también está cubierta por origen nacional.	Mexicanos, cubanos, Chino, Japonés, vietnamita,
Otras categorías no Incluir en el título VI	**Definition**	**Examples**
Sexo	Género	Mujeres y hombres
Edad	Personas de cualquier edad	persona de 21 años de edad
Discapacidad	Impedimento físico o mental permanente o temporal o percibida	Ciego, alcohólico, diabético, artrítico, to-amputado, epiléptico

PROCESO DE QUEJAS INTERNAS

1. **Contacto inicial –** como recursos, el Coordinador del VI título Goldsboro proporcionará denunciantes con una explicación de las opciones de presentación, información relacionada con el proceso de quejas de discriminación y un formulario de quejas de discriminación título VI.
2. **El proceso de revisión de la queja**
   a. El Coordinador del título VI o su designado, revisará las quejas sobre el recibo para garantizar que la información relevante es la queja es oportuna y satisface los requisitos jurisdiccionales.
   b. Todas las quejas deberán ser investigadas a menos que:
      - ❖ La queja se retira;
      - ❖ El denunciante es incapaz de proporcionar la información requerida de manera oportuna;
      - ❖ La denuncia no es presentada oportuna; y
      - ❖ Cualquier problema que no impliquen discriminación, o no se basa en una base protegida será dirigida a la entidad correspondiente. Bajo ninguna circunstancia los denunciantes serán desalentados de presentar una queja.
   c. El Coordinador del título VI o su designado, investigará todas las denuncias presentadas contra otros subreceptores, subcontratistas, consultores y contratistas de la Goldsboro. Estas quejas se reenviará a NCDOT bajo petición.
   d. Denuncias contra Goldsboro se reenviará a NCDOT para investigación y procesamiento.

e. Sobre la determinación de que la queja garantiza una investigación, el denunciante es envió una carta certificada acusando recibo de la queja dentro de los 10 días de la recepción de la queja. Se proporciona el nombre del investigador así como los derechos del demandante bajo título VI y estatutos relacionados.

f. El demandado es notificado por correo certificado que él/ella ha sido nombrada en una denuncia y está provisto de sus derechos bajo el título VI y estatutos relacionados. La carta identifica el nombre del investigador y le informa al demandado a que él/ella será contactado para una entrevista.

Investigación

1. **Plan de investigación**

   El investigador deberá preparar un plan de investigación que incluye, pero no está limitado a lo siguiente:

   - Nombre del reclamante y dirección;
   - Demandado nombre y dirección;
   - Leyes aplicables;
   - Base de la queja;
   - Las denuncias, eventos o circunstancias causantes de la persona que creyó que él/ella ha sido discriminado;
   - Información pertinente necesaria para abordar el tema;
   - Nombre de las personas a ser entrevistada y temas de los cuales tienen conocimiento de primera mano;
   - Preguntas para el demandante, demandado y witness(es);
   - Pruebas que se obtengan durante la investigación; y
   - Recurso solicitado por el querellante.

2. **Llevar a cabo la investigación**

   - La investigación abordará sólo esas cuestiones pertinentes a las alegaciones en la queja.
   - Confidencialidad se mantendrá en la mayor medida posible.
   - Se realizarán entrevistas para obtener los hechos y pruebas con respecto a las alegaciones en la queja. El investigador hará preguntas para obtener información sobre los aspectos del caso que el testigo puede proporcionar información de primera mano.
   - Las entrevistas son grabados/grabado con el consentimiento de la persona entrevistada.
   - Una hoja de contactos cronológica se mantiene en el expediente del caso a través de la investigación.
   - Los documentos de trabajo de investigación se completó, referencia cruzados e indexados.
   - El entrevistado tenga representación de su elección en la entrevista.

3. **Resolución informal**

   El proceso de resolución de disputa alternativa (ADR) se ofrece como una alternativa para resolver las quejas del título VI. Durante el proceso de investigación, el investigador hará todo lo posible para ayudar a las partes con alcanzar una resolución negociada, voluntaria.

Durante las entrevistas iniciales con el demandante y el demandado, el investigador solicitará información sobre específicamente solicitadas oportunidades de asentamiento y socorro. Las tentativas para resolver quejas mediante ADR son requeridas por la ley de resolución de disputa alternativa de 1998.

4. Proceso de presentación de informes de investigación

- Dentro de 60 días de llevar a cabo la investigación, el investigador preparará un informe de la investigación y presentar el informe y apoyar la documentación para el Coordinador del título VI, o persona designada para su revisión. El informe de la investigación debe incluir decisiones recomendadas.
- El informe de la investigación debe delinear los siguientes detalles de la queja: fecha de la queja por escrito, nombre número, contratista o subcontratista del contrato y la base de la queja (raza, color, origen nacional, etc.).
- El Coordinador del título VI o su designado revisará el archivo y el informe de la investigación. Si una persona designada lleva a cabo la revisión, entonces con posterioridad a la revisión, el designado presentará los informes de investigación, investigación archivos y decisiones recomendadas para el Coordinador del título VI.
- Tras la aprobación del título VI Coordinador, el informe de la investigación y las decisiones recomendadas se remitirá a NCODT o FHWA para una decisión final del organismo.

Registros

Todos los registros y archivos de trabajo investigativo se mantendrá dentro de las oficinas MPO, o en un lugar como lo indique el Coordinador del título VI. Internamente se mantienen registros durante cuatro años.

Nota: Título VI tránsito relacionadas con quejas están relacionadas con la ley de derechos civiles de 1964, que sólo cubre la base de la discriminación de raza, color y origen nacional.

Apellido:	**Nombre:**		☐ Hombre ☐ Mujer
Dirección postal:	**Ciudad:**	**Provincia/estado:**	**Código postal:**
Teléfono de la casa:	**Teléfono del trabajo:**	**Dirección de correo electrónico:**	

Identificar la categoría de discriminación:

☐ RAZA ☐ COLOR ☐ NACIONALIDAD ☐ EDAD

☐ RELIGIÓN ☐ DISCAPACIDAD ☐ SEXO/GÉNERO

Identificar la raza de la queja:

☐ Negro ☐ Blanco ☐ Hispano ☐ Asiático Americano

☐ Indio Americano ☐ Alaska las ☐ Islas del Pacífico ☐ Otros_____

Fecha de la supuesta discriminación (mes, día, año):_____

Nombres de las personas responsables de las acciones discriminatorias:_____
_____

¿Cómo se le discriminado? Describir la naturaleza de la acción, decisión o las condiciones de la discriminación alegada. Explicar lo más claramente posible lo que pasó y por qué crees que tu estatus de protección (base) fue un factor en la discriminación. Incluyen cómo otras personas fueron tratadas diferentemente de ti. (Adjunte páginas adicionales, si es necesario).
_____
_____
_____
_____
_____

Nombres de las personas (testigos, compañeros de trabajo, supervisores u otros) que podemos contactar para que obtener información adicional apoyar o aclarar su queja: (por favor proporcione el nombre, dirección y teléfono para cada testigo y adjunta páginas adicionales, si es necesario).
_____
_____
_____
_____

¿Ha previamente presentado un título VI cumple con la ciudad de Goldsboro. ☐ No ☐ Sí

¿ Ha presentado anteriormente esto compatible con cualquier otro Federal, estatal o Local Agencia, o de la Corte Federal o estatal? ☐ No ☐ Sí

☐ Estados Unidos igual Comisión de oportunidades labora ☐ Federal Highway Administration

☐ Departamento de transporte de Estados Unidos ☐ Tribunal estatal o federal

☐ Otro: _____ ☐ NC DOT

Sírvanse proporcionar información sobre la persona de contacto en la Agencia/corte donde la queja fue archivada y, incluida la fecha de presentación. (Adjunto páginas adicionales, si es necesario).

_____
_____
_____
_____

Explique brevemente qué remedio o acción, busca por la supuesta discriminación.

_____
_____
_____
_____

La ciudad de Goldsboro no puede aceptar un signo compatible. Por favor firme y feche el formulario obediente.

_____ _____
Firma del demandante Fehe

Correo forma compatible que:
Coordinador del título VI
Ciudad de Goldsboro
Oficina de asuntos comunitarios
Antiguo Ayuntamiento
214 North Center Street
Goldsboro, NC 27530

Para uso de oficina solamente

Date Compliant Received:_____
Processed by:_____
Case #:_____
Referred to:_____ Date Referred:_____

City of Goldsboro
Title VI Complaint Log

Case No.	Complainant	Respondent	Category of Discrimination	Date Filed	Initial Receiving Agency	Status	Action(s) Taken

City of Goldsboro
Title VI Program
P.O. Drawer A
Goldsboro, NC, 27533-9701

Today's Date

Ms. Jane Doe
1234 Main Street
Goldsboro, NC 27530

Re: Acknowledging Receipt of Complaint

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against the City of Goldsboro alleging { Insert Category or Brief Description of Discrimination } in the { Insert Program Name } program.

An investigation will begin shortly. Please be aware that the process can take up to sixty (60) days to complete. We appreciate your patience as we progress through this process. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact the Goldsboro Title VI Coordinator at (919) 580-4359 or by email at ljward@goldsboronc.gov, or by writing to the above address.

Sincerely,

LaTerrie J. Ward,
Title VI Coordinator

City of Goldsboro
Title VI Program
P.O. Drawer A
Goldsboro, NC, 27533-9701

Today's Date

Ms. Jane Doe
1234 Main Street
Goldsboro, NC 27530

Re: Notifying Complainant that Complaint is Substantiated

Dear Ms. Doe:

The matter referenced in your letter of { Insert Date } against the City of Goldsboro alleging { Insert Category or Brief Description of Discrimination } in the { Insert Program Name } program has been investigated.

An/Several apparent violations(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. (If a hearing is requested, the following sentence may be appropriate.) You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Again, we appreciate your patience during this this process. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact the Goldsboro Title VI Coordinator at (919) 580-4359 or by email at ljward@goldsboronc.gov, or by writing to the above address.

Sincerely,

LaTerrie J. Ward,
Title VI Coordinator

City of Goldsboro
Title VI Program
P.O. Drawer A
Goldsboro, NC, 27533-9701

Today's Date

Ms. Jane Doe
1234 Main Street
Goldsboro, NC 27530

Re: Notifying Complainant that Complaint is Not Substantiated

Dear Ms. Doe:

The matter referenced in your letter of { Insert Date } against the City of Goldsboro alleging { Insert Category or Brief Description of Discrimination } in the { Insert Program Name } program has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City of Goldsboro has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated. I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

Again, we appreciate your patience during this this process. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact the Goldsboro Title VI Coordinator at (919) 580-4359 or by email at ljward@goldsboronc.gov, or by writing to the above address.

Sincerely,

LaTerrie J. Ward,
Title VI Coordinator

City of Goldsboro
Title VI Program
P.O. Drawer A
Goldsboro, NC, 27533-9701

February 5, 2014

Carlos A. Gonzalez,
Regional Civil Rights Officer
U.S. Department of Transportation
Federal Transit Administration
230 Peachtree Street, N.W., Suite 800
Atlanta, GA 30303

Dear Mr. Gonzalez:

The City is committed to assuring that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will continue to be made to ensure nondiscrimination in all of its programs and activities whether those programs and activities are federally funded or not.

The Community Affairs Department has served for over thirty-eight (38) years as the City's Liaison in designing programs and special projects to alleviate complaints relating to unfair employment activities, dilapidated housing, education, transportation, and recreation, based on race, color, religion, national origin, ancestry, sex, age, familial status and disability. The staff receives and investigates complaints or charges of discrimination within the City of Goldsboro and one (1) mile extraterritorial jurisdiction.

In July 1975, the Goldsboro Commission of Community Affairs was established by means of a merger involving the Goldsboro Human Relations Commission and the Goldsboro Citizens Advisory Commission. The creation of this new body became desirable in order to respond more constructively to the intent and purpose of the City of Goldsboro goal to prevent and/or correct discrimination with the "Protected Classes". While promoting equitable opportunities, understanding, respect, and goodwill among all citizens of Goldsboro. It should be noted that although the City has received and investigated complaints related to transit matter, none of these complaints were pertaining to the "Protected Classes".

The following matrix illustrates Federal agencies that the City is currently receiving or has received funding for projects or activities:

Federal Agency	Funded Project or Activity
U.S. Department of Housing and Urban Development	Community Development Block Grant (CDBG) HOME Investment Partnership Program (HOME)
U. S. Department of Justice	Police JAG Grants
U.S. Department of Homeland Security	FEMA Fire Grants
U. S. Environmental Protective Agency	Passed through NC Department of Environment and Natural Resources (Public Water Supply Section)
U. S. Department of Energy	Light Project

The City of Goldsboro does not have any pending applications with any other Federal agencies, nor has the City been cited for noncompliance with any civil rights requirement. If you need additional information and/or have questions concerning this matter, please feel free to contact the Goldsboro Title VI Coordinator at (919) 580-4359 or by email at ljward@goldsboronc.gov, or by writing to the above address.

Sincerely,

Alfonzo “AL” King,
Mayor
City of Goldsboro, North Carolina

RESOLUTION NO. 2014 – ___

RESOLUTION ADOPTING THE CITY OF GOLDSBORO TITLE VI PLAN

WHEREAS, the purpose of Title VI of the United States Civil Rights Act of 1964 and subsequent legislation, regulations, statutes, and orders is to prohibit programs that receive Federal funds from discriminating against participants on the basis of race, color, national origin; and

WHEREAS, the City has prepared a Title VI plan, which provides for the collection of data regarding persons most impacted by City programs or activities; established a complaint process for those believed to be discriminated against under the provision of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires annual reports and updates to the Title VI Plan once every three years or as otherwise directed by FTA

WHEREAS, the City Council has found that the City of Goldsboro is conducting transportation planning in a continuous, cooperative, and comprehensive manner and to be in full compliance with Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794;; and

WHEREAS, the City Council fully understands that as a recipient of federal funds, the City of Goldsboro is required to comply with the requirements of the Title VI of the Civil Rights Act of 1964, Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the American with Disability Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166; and

WHEREAS, the City Council has considered how the Transportation Planning Process will affect the involvement of Disadvantaged Business Enterprises in the FHWA and FTA funded planning projects (Sec. 105(f), Pub.L. 97-424, 96 Stat. 2100, 49 CPR part 23); and has established policy and procedures to ensure compliance; and

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

1. The City of Goldsboro Title VI Plan is hereby adopted and shall be submitted to U.S. Department of Transportation Federal Transit Administration.

2. This Resolution shall be in full force and effect from and after this 17th day of February, 2014.

_____
Alfonzo “AL” King, Mayor
City of Goldsboro

Approved as to Form Only:

_____
City Attorney

GOLDSBORO MAIN STREET™
REVITALIZATION TRANSPORTATION INVESTMENT PROJECT
TIGER 2013 – City of Goldsboro

BENEFIT-COST ANALYSIS

Project Description

The City of Goldsboro is requesting $15.5 million in TIGER 2013 funding to complete several integral and intricately supportive transportation infrastructure needs in our community targeted in a downtown area comprised of historic commercial and residential structures occupied by a core of Goldsboro's small businesses. This area is poised with abundant opportunities for additional business and residential investments. TIGER 2013 funds will complete streetscape needs, rehabilitate and make available for use a historic transportation facility, Goldsboro's Union Station and construct a new facility for our local urban and rural transit users, Gateway Transfer Facility, designed and sited to support Union Station and its investment. The intent of the streetscape project is to transition to a Complete Streets design to create a safer street for multiple modes and diverse users.

This project will demonstrate that economic development and livability go hand in hand. The project will address antiquated underground infrastructure problems, pedestrian/vehicular/bicycle design issues and interests, green space needs, small business needs, public transportation for both urban and rural users, and scale and aesthetic challenges in the context of urban design and function.

From a transportation perspective, the project infrastructure improvements have independent utility and are essential to improve traffic flow and dramatically improve safety for vehicular, pedestrian, and bicycle access. Most importantly, this project will provide connectivity to this community, providing access to the important transportation infrastructure that have other investments in various stages of planning, including the North Carolina DOT Southeast Rail Plan, as well as with Gateway, the transit provider. This will become a hub not only for future rail services in the City, but also for intercity commuter bus services, and for Gateway and other Wayne County Transportation providers.

The City of Goldsboro is requesting $15.5 million in TIGER 2013 funding to complete several integral and intricately supportive transportation infrastructure needs in our community targeted in a downtown area comprised of historic commercial and residential structures occupied by a core of Goldsboro's small businesses. This area is poised with abundant opportunities for additional business and residential investments. TIGER 2013 funds will complete streetscape needs, rehabilitate and make available for use a historic transportation facility, Goldsboro's Union Station and construct a new facility for our local urban and rural transit users, Gateway Transfer Facility, designed and sited to support Union Station and its investment. The intent of the streetscape project is to transition to a Complete Streets design to create a safer street for multiple modes and diverse users.

This project will serve as a significant leverage for additional infrastructure investment in this community, including the NCDOT redevelopment of the rail line from Raleigh to Wilmington, which is part of the SE Regional Rail Plan, and the reinvestment in public transportation with the completion of a newly developed transfer facility also in this project footprint, which will bring multiple transportation partners into this project area.

The community and the families of the 6,300 active service men and woman and their families (12,500) will benefit greatly from the continued investment into the core infrastructure of this important effort.

Summary of Project Benefits

	No Build	**With Project**
New Jobs	**0**	**285 FT Annual/construction**
Safety* (accidents) Annual Cost	$1,099,466	$549,733
Travel Time Delay	no change	30,416 hours per year saved*
Additional Dollars Leveraged:		
- NCDOT SE Rail Corridor		$4,500,000
- Goldsboro Streetscape Residential		$2,500,000
Center Street Impervious		
Roadway Surface	210,000	147,000
Tree Canopy	10/block	30/block

**Per EPA estimates of 19.4 lbs. of CO2 per gallon of gasoline*

Residents within one mile of new bikeway 4616
Reduction in auto trips (switch to bike) 1477
Reduction in vehicle miles traveled (5 mi rt) 7385
Reduction in gallons of gasoline 306
Savings in cost of gasoline ($4.00/avg) $1,224
Reduction in CO2 in lbs. per year* 5,936.4
*2500 daily commuters, saving 2 mins delay per day, 365 days.

Specific Project Elements are described below:

1. Conversion and/or reconstruction of three blocks of Center Street. Center Street will be improved using a Complete Streets design by narrowing travel lanes and adding exclusive bicycle lanes. The new streetscape will be improved with landscaping, street lighting, intersectional round-a-bouts, wayfinding signs, transit stops, curbing and

utility improvements. Construction of a new round-about. The round-about will mimic an existing round-about that is located on the northernmost portion of this project and be constructed midway along the six block corridor. These round-a-bouts will decrease traffic congestion, reduce travel times and improve safety.

2. Modifications to adjoining local street connections are needed to accommodate traffic to and from Center Street and connecting to the Union Station Multi-Modal Transportation Facility. Given the volume of pedestrians in the project area and the city as a whole, pedestrian crossings will be fully upgraded and constructed at each block to city and ADA standards, a new pedestrian walkway will be constructed within the median and existing sidewalks will be widened.

3. Rehabilitation and reuse of a historic transportation facility, Goldsboro's Union Station. A complete rehabilitation of this property will allow for an immediate use as a meeting room and banquet facility, an expressed community need for over 20 years. Later use will transition to a passenger tail hub once NCDOT is able to complete its plans to develop a southeaster passenger rail route between Raleigh, NC and Wilmington, NC via Goldsboro.

4. Construction of a new transfer facility at the Union Station property for Wayne County and Goldsboro's urban and rural transit users, both current and future.

Study Area

A portion of this project is a roadway project that will lead to future development in Goldsboro, North Carolina. The average daily traffic patterns were developed for the project boundaries identified on the Project Map.

The benefits for this project extend to all of the City of Goldsboro. For example, livability improvements along Center Street may cause certain commuters to change to other modes. This reduces traffic, which commuters entering this area from other designations will benefit from.

Study Area Traffic Generation Information

2011 traffic counts reveal an average daily traffic count of 2,500 vehicles per day travel the project corridor. It is anticipated at completion of the project, if awarded TIGER 2013 funds that the average daily traffic may increase due to additional private investments and development in the downtown, but that the revised street and parking infrastructure will lead to enhanced vehicular flow.

State of Good Repair

Transportation is the second largest expense for American households, costing more than food, clothing, and health care. Even before the recent run-up in gasoline prices, Americans spent an average of 20 cents of every dollar on transportation, with the poorest fifth of families spending more than double that figure. The vast majority of this money, nearly 98 percent, is for the purchase, operation, and maintenance of automobiles. Drivers spent $186 billion on fuel last year, and without improvements to fuel economy, Americans will spend an estimated $260 billion in 2020 on gasoline.

This high cost is unavoidable for those who live in sprawling areas that lack sidewalks, bike lanes, and convenient public transit. Incomplete streets leave many commuters with no alternatives. The Complete Streets design of the Center Street Streetscape Project and construction of the Gateway Transfer Facility allows for transportation expenses to be reduced and/or provide improved affordable transportation services because the proposed infrastructure improvements encourage active transportation, which helps families replace car trips with bicycling, walking, or taking public transit.

Each of the individual project designs use or reuse building elements that will have a long life-cycle such as bricks, Metal Halide lighting, concrete, steel, clay tile and metals. Once completed, the City of Goldsboro commits to regular maintenance of the property to further extend their useful life. Not only are they using and reusing building/construction elements that will have a long life-cycle, the addition of alternative modes of transportation reduces the amount of vehicle miles traveled which in turn reduces the maintenance and repair of roadway pavements.

The current design and condition of the Center Street transportation corridor, the non-utilization of Union Station and the poor conditions and design of the Gateway Transfer facilities is currently negatively impacting safety of pedestrians and vehicular traffic, efficiency between vehicular, pedestrian and bicycle uses and the ability for small businesses to survive economically.

When roads are re-designed and maintained to attract pedestrians, the local economy improves and diversifies from increased buyers, which creates job growth and increased investment in the area, including surrounding property values.

Economic Competitiveness

Creating infrastructure and efficient facilities for non-motorized transportation and lowering automobile speeds by changing road conditions can improve economic conditions for both business owners and residents. The proposed Project investments would reduce vehicle operating and ownership costs because the changes in the infrastructure would cause reductions in single occupancy vehicle travel and create interconnectivity between related facilities and infrastructure. As a result, overall vehicle-miles traveled by motor vehicles are reduced. This causes reductions in vehicle operating and ownership costs as commuters use vehicles less.

Street design that is inclusive of all modes of transportation, where appropriate, not only improves conditions for existing businesses, but also is a proven method for revitalizing an area and attracting new development. Although the Center Street Streetscape project is limited in scope to a relatively small area, the long-term economic benefits are hopeful when looked upon in terms of indirect benefits to the business and governmental communities.

This Project is located in an economically distressed area and the Complete Streets design improvements coupled with the rehabilitation and reuse of a major property, Union Station, with construction of a new transit facility, will boost the economy by increasing property values, including residential properties, as generally homeowners are willing to pay more to live in walkable communities. This Project will provide improved access by car, foot, bicycle and our area transit provider to locations of employment in downtown. This will provide enhanced connectivity to the downtown area from our transportation core infrastructure. A network of complete streets is more safe and appealing to residents and visitors, which is also good for retail and commercial development.

Livability

This project will allow additional transportation choices for the community of Goldsboro, providing additional pedestrian and bicycle connections to the downtown core, easier access to the Gateway transfer center at Goldsboro's Union Station.

Communities are increasingly embracing smart growth to meet their residents' desire for choices in housing, shopping, recreation, and transportation. Complete Streets meet the demand for transportation options, while promoting other community goals. They provide safe and affordable access for everyone, whether traveling to work, their favorite restaurant, or home.

In its current state, City of Goldsboro' s Center Street is hard to sell to interested investors, potential business recruits and the public in general. Poor community design and lack of pedestrian facilities are the primary reason people look away and result to no walking. The City of Goldsboro is committed to supporting our downtown and making the corridor more livable by reducing traffic speed and creating a safer pedestrian environment.

As stated in the Project Description the infrastructure improvements are expected to increase the number of walking miles and biking miles that occur in the project vicinity. Wide, attractive sidewalks and well-defined bike lanes will encourage healthy and active lifestyles among residents of all ages. The opportunity given to children to reach nearby destinations in a safe and supportive environment will be provided. A variety of transportation options will allow everyone, particularly people with disabilities and older adults, to get out and stay connected to the community. A better integration of land use and transportation will be achieved creating an attractive combination of buildings (houses, offices, shops,) and street designs. The overall improvements will enhance the unique characteristics of our community by investing in healthy, safe, and walkable neighborhoods.

The City has initiated zoning and structural requirements which will encourage residential development above storefronts in the downtown. The streetscape project is expected to greatly attract this type of investment especially as it relates to the availability of desirable retail/shopping areas which would be within easy walking distance.

There are over 50 apartments above storefronts within the downtown area. These apartments have a 100% occupancy rate, which testifies to the fact that additional developments are necessary and desired. With Seymour Johnson Air Force Base existing within the city limits of Goldsboro, there are a number of transient professionals who desire to locate in units which are easily accessible to the Base and require a minimum inconvenience in setting up a household for what may be an anticipated short-term (less than two years) tour of duty. With our increased awareness of providing access to Military families, we believe this project will provide enhanced linkages to the base and to the opportunities and services for these important members of our community.

Environmental Sustainability

Communities across the country are realizing the green potential of their streets. Making our transportation system more sustainable involves many policies and practices that minimize environmental impact and create streets that are safe for everyone, regardless of age, ability, or mode of transportation. The Center Street Streetscape project is a natural complement to sustainability efforts, ensuring benefits for mobility, community, and the environment.

Greenhouse gas emissions will be reduced due to the discontinuation of mid-intersection signalization systems, inclusion of free flowing round-a-bouts, the introduction of safe alternative modes of transportation space, and the reduction of impervious surface. Narrowing the travel lanes, swapping one automobile lane for a bike lane and taking many measures to provide safe space for bicyclists, pedestrians, and public transportation reduce the urban heat island effect, improve air quality, increase pavement durability and improve nighttime illumination.

The inclusion of a greater density of trees will help curb stormwater runoff which is beneficial for mobility and ecology. Landscaping is increasingly found to be important deterrents of crashes and injuries and contribute to a more comfortable and visually interesting environment for all users. The plants and trees proposed with the streetscape improvements will require amended soils which help clean runoff and manage stormwater on site. Numerous trees reduce the heat island effect and offset CO2, while widened sidewalks and increased pedestrian features make the street friendlier to those walking by.

Improvements to the corridor will result in a significant increase in pervious surface which will aid in the region's interest to reduce nitrogen runoff into the Neuse River basin, a notoriously polluted waterway that has a confluence into the inter coastal waterway and thus the Atlantic Ocean. Center Street becoming a Complete Streets design, in conjunction with green infrastructure, is a tremendous opportunity to improve the livability of our community, both now and for future generations.

Safety

From January 1, 2008 to the current date there have been 40 motor vehicle crashes along the project corridor. Out of the 40 crashes, 2 resulted in injuries. Both of the injury crashes were with pedestrians (1 walking and 1 riding a bicycle). Twenty-two (22) of the crashes involved two occupied motor vehicles, in motion with at least one of the vehicles attempting to park or backing from a parking space. Ten (10) of the crashes involved a parked, unoccupied vehicle being struck by a vehicle parking or leaving a parking space. Four (4) of the crashes involved two vehicles in motion with one of them making a lane change and striking the other vehicle and two (2) of the crashes were at an intersection.

The cost savings from reducing the number of accidents include direct savings (e.g., reduced personal medical expenses, lost wages, and lower individual insurance premiums) as well as significant avoided costs to society (e.g., second party medical and litigation fees, emergency response costs, incident congestion costs, and litigation costs). The value of all such benefits, both direct and societal, could also be approximated by the cost of service disruptions to other travelers, emergency response costs to the region, medical costs, litigation costs, vehicle damages, and economic productivity loss due to workers inactivity.

As the total number of motor vehicle crashes within a 3 year period is not high it still remains our goal to reduce crashes and better improve the safety of our users within this corridor. The investment into completing all of Center Street will reduce crashes through comprehensive safety improvements. The proposed improvements have been designed with pedestrians in mind (sidewalks, raised medians, better bus stop placement, traffic-calming measures, and treatments for disabled travelers) to improve pedestrian safety.

Narrowing of lanes allow for speed reduction which has a dramatic impact on pedestrian injuries. Roadway design and engineering approaches commonly found in complete streets create long lasting speed reduction. Such methods include enlarging sidewalks, installing medians, and adding bike lanes (all elements addressed with the proposed improvements of Center Street). All road users (motorists, pedestrians and bicyclists) benefit from slower speeds.

The revised parking layout proposed as part of the improvements for this project will reduce the amount of crashes related to vehicles backing from a parking space. The proposed parking design calls for 100% parallel parking to be used on three blocks where residential development is planned and low business density exists and a hybrid design mixing parallel and angle parking on the remaining three blocks where commercial density is strongest.

Additional Benefits

The following is a summary of other potential benefits that are excluded from the Benefit Cost Analysis. The ensuing discussion describes these possible benefits and explains the rationale for their exclusion.

Regional Land Value Increases

The Project is likely to increase land values for other parcels within the downtown area. The Center Street Streetscape portion would directly benefit 45 buildings along Center Street and the greater number of small businesses within them and indirectly benefit all of downtown. This project is projected to increase private investment, increase business sales, boost tourism, improve small business development, increase tax value, increase occupancy rate, increase upper-story development and strengthen our current efforts to increase residential infill and restoration opportunities in the neighborhoods that surround downtown.

The transit oriented development, as well as improved pedestrian and walkable facilities are likely to boost property values for other residential and commercial property in this vicinity.
A number of municipalities have proven that investing heavily in downtown areas will result in lowered vacancy rates, additional investment and new businesses. For example, the City of Raleigh, North Carolina, has made a $10 Million investment in its downtown and has reaped additional investment of $3 Billion in a six-year period.

The Goldsboro City Council adopted an Ordinance designating an area of the downtown as a Municipal Service District which would generate tax income to be directed at reinvestment and improvements in the downtown area in 1978. The City of Goldsboro's MSD tax rate has only recently decreased from $.25 per $100 to $.235 per $100 as a result of revaluation which has increased the actual tax value of the Municipal Service District from $27,244,272 in 2010 to the current value of $29,211,441. By investing in the streetscape project, it is anticipated that the MSD tax rate may be reduced even further yet still serve the overall needs and services of this area.

Travel Time

With the addition of our new traffic signal priority system, as well as the proposed addition of the roundabout(s), we have estimated that the 2500 daily commuters to the downtown area can save 2 minutes per day, or a total of 30, 416 hours per year in travel time savings. In addition, the Project allows commuters greater mobility choices with enhanced transit access as well as an

urban environment more conducive to bicycling and walking. These alternative modes of transportation may decrease overall system travel time by reducing automobile vehicle miles traveled and inducing changes in land use patterns as certain residents may choose to live closer to the downtown area. Furthermore, the reduction in vehicle miles traveled may reduce congestion and improve travel times on the overall transportation network system.

Construction Delay

During the period of project construction there are expected lane closures and other disruptions as a consequence of the streetscape building. This would theoretically create additional delay on the system during the one year period of construction, thereby creating potential reductions in travel times. These effects were not incorporated in this analysis.

Transportation Choice

This project will allow additional transportation choices for the community of Goldsboro, providing additional pedestrian and bicycle connections to the downtown core, easier access to the Gateway Transfer Center at Goldsboro's Union Station.

A major livability benefit from projects such as this is that it facilitates and expands non-auto transportation options, In fact, increased transportation choices, even where travelers do not often take advantage of these choices on a regular basis; entail an economic benefit to users. Various surveys conducted in the past have revealed that Goldsboro has an aggressive and eager population interested in utilizing bicycles for travel. As a result, the City has initiated and constructed an off-road and on-road bicycle path which will ultimately connect the eastern portion of Goldsboro to the downtown area, thereby increasing exposure abilities and opportunities for both shoppers and merchants. The streetscape project will play a key role in aiding with this link which is greatly desirable from both a user and environmental standpoint. Additionally, current plans of the State's development of a "Mountains to the Sea Trail" will utilize the Center Street corridor to connect eastern and western portions of the trail through Wayne County.

Option demand benefits can sometimes be derived from stated preference surveys, but no attempt has been made in this analysis to conduct such a survey. In addition, the area itself surrounding the project becomes quieter, social interactions are increased, and the general character of the area will usually become more picturesque, with retail and commercial activities enhancing streetscapes. No attempt has been made in this analysis to monetize these benefits however it is anticipated that increased ridership with the local Gateway transit system in the downtown area will result, especially for low-income persons who are attempting to access governmental offices.

Cost Data

Initial Project Investment Costs

Initial project investment costs include engineering and design, construction, amenities, other capital investments, and contingency factors. These costs were reported by the City of Goldsboro and included costs beginning in 2007 and ending in 2013. If the project is awarded TIGER 2013 funding the Project is expected to be completed in its entirety by February 2015.

The City is requesting $15,500,000 in assistance through the TIGER 2013 grant, federal discretionary funds. If awarded, the City of Goldsboro has approved moving forward with matching $5,400,000 for the project. The Goldsboro City Council approved this financing mechanism at a work session meeting held Monday, May 6, 2013.

The City of Goldsboro currently maintains an Aa1-bond rating by Moody's Investor Service and an AA- by Standard and Poors, therefore the City's ability to receive Local Government Commission approval for a financing agreement will be secured.

The City, Gateway, NC Department of Transportation, Federal Highway Administration and Federal Transit have already invested in the preparation of schematic and construction plans that are enabling this Project to be prepared to commit to the TIGER 2013 timeline. Additionally, the City invested $90,000 to employ the services of Allison Platt & Associates, a professional downtown revitalization consulting firm, to identify the transportation and economic needs of this project area in 2006-07.

The City of Goldsboro utilized available funds to construct and complete one block of the Center Street Streetscape project, allowing us to test the design, budgets, and timelines and be prepared for opportunities, such as TIGER 2013.

If no TIGER 2013 funds are awarded, the City will be challenged to identify alternative sources and the this Project, which we see as a significant catalyst for reinvestment in other transportation investment projects, will be impacted from a time perspective.

Completing the entire three commercial blocks of Center Street at one time would be ideal if funding would permit due to the impacts construction will have on the adjacent 40+ current small businesses and traffic flow.

Annual Operating and Maintenance Costs

The City of Goldsboro expends approximately $12,000 per year in maintenance of roadways, traffic signals, signage and landscaping along the Center Street corridor. Progress Energy has indicated that current electrical utilities are not sufficient to support the holiday lights which are installed during Christmas time. An upgrade of those electrical facilities will be required, regardless of whether the streetscape project moves forward. An estimated total of $1.8 million dollars of the streetscape project is attributable to electrical tasks and installing them underground. If not accomplished in conjunction with the streetscape project, it is anticipated that the City will be required to expend almost $1.2 million in an electrical upgrade.

The current three-block street section has been resurfaced a number of times over its lifespan resulting in a high crown in the middle of each lane. A 12-inch elevation reduction can be experienced at the curb level which has already caused many issues relative to safety and access for persons with disabilities. Quantitative benefits are difficult, if not impossible, to predict, however, in accordance with the American's With Disability Act, every effort should be made to increase accessibility to handicapped persons. The streetscape project will require the milling of the crown which will result in a more even and accessible area.

Underground terra cotta sewer pipes and cast iron water lines exist under Center Street. Current maintenance cost in patching lines has resulted in an inefficient and an unfriendly environmental situation. The streetscape project would involve replacement or upgrading these lines at an estimated cost of $700,000.

The streetscape design is using or reusing building elements that will have a long life-cycle such as bricks, induction and Metal Halide lighting, and concrete. Once completed, the City of Goldsboro commits to regular maintenance of the property to further extend its useful life.

SUMMARY

While benefits are relatively straightforward, an expected ratio between costs and benefits is difficult to quantify.

The completion of the Goldsboro Main Street™ Revitalization Through Transportation Investment Project will enable an immediate consistent level of mobility throughout the community and region, and improve safety and traffic efficiency. If this project is not complete, a detrimental effect of mobility, safety and efficiency will ensue. The cost of incrementalizing the improvements to the downtown as described above will prove to be a greater expenditure than completing the project at one time.

List of Acronyms

ADA - Americans with Disabilities Act

CTP - Comprehensive Transportation Plan

DBE – Disadvantaged Business Enterprise

DOT – Department of Transportation

EJ – Environmental Justice

EPA - Environmental Protection Agency

FHWA – Federal Highway Administration

GIS - Geographical Information System

LPA – Lead Planning Agency (The City of Goldsboro)

LRTP - Long Range Transportation Plan

MPA - Metropolitan Planning Area

MPO - Metropolitan Planning Organization

Program NCDOT - North Carolina Department of Transportation

PIP - Public Involvement Plan

PWP - Planning Work Program

STIP - State Transportation Improvement Program

TAC - Transportation Advisory Committee

TCC - Technical Coordinating Committee

TIP - Transportation Improvement Program

UCP - Unified Certification Program

Item ___I___

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 17, 2014 COUNCIL MEETING

SUBJECT: Community Affairs Commission Appointment

BACKGROUND: On December 31, 2012, Ms. Alberta Barnes was appointed to serve on the Community Affairs Commission to her first term with her term expiring on December 31, 2014 and has resigned effective February 5, 2014.

DISCUSSION: Mr. William Kates Jr. has submitted an application to serve on the Community Affairs Commission. Staff would recommend Mr. William Kates Jr. to fill the unexpired term left by Ms. Barnes resignation whose term expires on December 31, 2014. Two vacancies still remain on the commission.

RECOMMENDATION: By motion, Council adopt the attached Resolutions:

1. Appointing William Kates Jr. to the Community Affairs Commission.

2. Commending an individual who has served on the Community Affairs Commission of the City of Goldsboro.

Date: _____ _____
Assistant City Manager

Date: _____ _____
City Manager

RESOLUTION NO. 2014-

RESOLUTION APPOINTING A MEMBER TO AN ADVISORY BOARDS AND COMMISSION

WHEREAS, continued involvement of citizens is vital to the performance of City government; and

WHEREAS, three vacancies exist on the Community Affairs Commission; and

WHEREAS, the following distinguished citizen has expressed a desire to serve upon the Community Affairs Commission;

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

1. The following individuals be and are hereby appointed to the Community Affairs Commission. The term shall expire on the date indicated:

COMMUNITY AFFAIRS COMMISSION

First Term Appointees:
William Kates Jr. Term Expires December 31, 2014

2. This Resolution shall be in full force and effect from and after this 17th day of March, 2014.

Approved as to Form Only: Reviewed by:

_____ _____

City Attorney City Manager

RESOLUTION NO. 2014 - _____

RESOLUTION COMMENDING AN INDIVIDUAL WHO HAS SERVED ON THE COMMUNITY AFFAIRS COMMISSION OF THE CITY OF GOLDSBORO AND DIRECTING THE MAYOR ON BEHALF OF THE CITY COUNCIL TO PRESENT THE INDIVIDUAL WITH A CERTIFICATE OF APPRECIATION

WHEREAS, citizen participation is vital to responsible government; and

WHEREAS, the following individual has served the local citizenry by her service upon the advisory Boards and Commissions of the City of Goldsboro; and

WHEREAS, the Mayor and City Council wish to commend this civic-minded citizen for her voluntary contributions to the City of Goldsboro.

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

1. The following individual is recognized for her service on the City's advisory Boards and Commissions and is commended for her contributions to the operation of Goldsboro's municipal government:

   Goldsboro Community Affairs Commission
   Alberta Barnes

2. The Mayor of the City of Goldsboro is hereby directed to present this individual a Certificate of Appreciation for her civic contributions.

3. This certificate is to be presented at the next regularly scheduled meeting of the Community Affairs Commission or as close to that meeting date as possible.

4. This Resolution shall be in full force and effect from and after this 17th day of March, 2014.

Approved as to Form Only:

_____
City Attorney

Reviewed by:

_____
City Manager

Item ___J___

CITY OF GOLDSBORO
AGENDA MEMORANDUM
MARCH 17, 2014 COUNCIL MEETING

SUBJECT: Goldsboro Tourism Council Appointment

BACKGROUND: There is an existing hotelier vacancy on the Goldsboro Tourism Council. Citizen involvement is vital to the performance of City government. It is necessary that an additional appointment be made in an effort to fill this hotelier vacancy.

DISCUSSION: Recommendations for appointment were requested from the Goldsboro Tourism Council.

The following individual has submitted an application to be on the Goldsboro Tourism Council and was recommended by the Goldsboro Tourism Council.

Lyn Hagerty

RECOMMENDATION: By motion, Council adopt the attached Resolution appointing Lyn Hagerty to the Goldsboro Tourism Council.

Date: _____ _____
Assistant City Manager

Date: _____ _____
City Manager

RESOLUTION NO. 2014-

RESOLUTION APPOINTING A MEMBER
TO THE GOLDSBORO TOURISM COUNCIL

WHEREAS, continued involvement of citizens is vital to the performance of City government; and

WHEREAS, an additional slot for is available for hotelier participation on the Goldsboro Tourism Council; and

WHEREAS, the following citizen has expressed a desire to serve upon the indicated Board or Commission;

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

1. The following individual be and is hereby appointed to the specified Boards and Commissions. The term of the appointee shall expire on the dates indicated:

Goldsboro Tourism Council

1st Term Appointee-Filling an Unexpired Term:
Lyn Hagerty Term Expires 12-31-2014

2. This Resolution shall be in full force and effect from and after this 17th day of March, 2014.

Approved as to Form Only: Reviewed by:

_____ _____
City Attorney City Manager

Finance Department

Monthly Report - February 2014

Prepared by: Kaye Scott, Finance Director

FY 2013-14

GENERAL FUND

Revenues	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Tax Revenues	$ 13,765,870	$ 15,343,175	$ 14,312,000	93.28%
License & Permits	376,049	712,300	333,807	46.86%
Revenue Other Agencies	9,103,623	13,787,820	8,581,684	62.24%
Charges for Services	2,964,414	4,512,810	3,033,845	67.23%
Capital Returns	260,430	24,400	125,815	515.63%
Miscellaneous Revenues	195,024	784,190	169,866	21.66%
FB Withdrawal/PO Appropriation		4,352,362		
Total	$ 26,665,409	$ 39,517,057	$ 26,557,015	67.20%

Departmental Expenditures	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Mayor/Council	$ 221,835	$ 323,223	$ 233,658	72.29%
City Manager	518,663	1,412,683	523,906	37.09%
Human Resources Management	338,660	503,031	360,849	71.74%
Community Affairs	153,110	216,317	143,206	66.20%
Paramount Theater	221,959	334,847	217,562	64.97%
Inspections	553,169	664,597	348,232	52.40%
Downtown Development	272,729	287,358	175,243	60.98%
Information Technology	927,502	1,081,813	639,570	59.12%
Public Works - Adm.	250,570	384,910	251,972	65.46%
Garage	1,559,391	2,285,808	1,434,299	62.75%
Garage Credits	(772,165)	(1,650,000)	(852,823)	51.69%
Building & Traffic Maint.	373,405	699,899	469,133	67.03%
Cemetery	199,004	289,874	231,311	79.80%
Finance	860,704	1,256,953	848,277	67.49%
Office Supplies Credits	(5,321)	(9,000)	(4,271)	47.46%
Planning & Redevelopment	989,165	2,180,978	1,079,408	49.49%
Postage Credits	(15,377)	(30,000)	(9,747)	32.49%
Streets & Storms - General	957,321	1,338,441	918,845	68.65%
Streets & Storms - Utilities	391,868	637,429	444,539	69.74%
Street Paving	-	250,271	250,271	100.00%
Sanitation	2,268,296	3,011,311	1,955,530	64.94%
Engineering	368,525	675,989	401,123	59.34%
Fire Department	3,829,236	5,594,980	3,640,196	65.06%
Police Department	6,152,251	11,323,224	7,967,081	70.36%
Animal Control	43,728	61,063	40,973	67.10%
Special Expense Fees	1,266,348	3,004,014	1,719,421	57.24%
Parks & Recreation	1,427,345	2,495,561	1,635,841	65.55%
Golf Course	663,477	891,483	449,192	50.39%
Total	$ 24,015,399	$ 39,517,057	$ 25,512,798	64.56%

UTILITY FUND

Revenues	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Charges for Services	$ 10,241,933	$ 15,510,800	$ 10,018,026	64.59%
Capital Returns	20,867	18,600	18,134	97.50%
Miscellaneous Revenues	101,051	150,000	83,362	55.57%
FB Withdrawal/PO Appropriation	$ -	$ 3,662,953	$ -	0.00%
Total	$ 10,363,852	$ 19,342,353	$ 10,119,522	52.32%

Departmental Expenditures	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Distribution & Collections	$ 1,483,709	$ 3,190,329	$ 1,276,451	40.01%
Water Treatment Plant	2,330,558	5,135,441	2,366,011	46.07%
Water Reclamation Plant	2,722,364	7,884,777	2,836,403	35.97%
UF - Capital	352,453	1,916,205	354,787	18.52%
Compost Facility	473,422	1,215,601	918,836	75.59%
Total	$ 7,362,506	$ 19,342,353	$ 7,752,488	40.08%

DOWNTOWN DISTRICT FUND

Revenues	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Tax Revenues	$ 64,002	$ 72,222	$ 68,827	95.30%
Capital Revenue	80	100	52	52.00%
FB Withdrawal/PO Appropriation		41,650		
Total	64,081	113,972	68,879	60.44%

Departmental Expenditures	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Spent
Downtown District	$ 79,874	$ 113,972	$ 34,088	29.91%
Total	$ 79,874	$ 113,972	$ 34,088	29.91%

OCCUPANCY TAX FUND

Revenues	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Occupancy Tax/Civic Center	$ 201,809	$ 275,000	$ 181,263	65.91%
Occupancy Tax/Travel & Tourism	201,808	275,000	181,263	65.91%
Capital Returns/Misc./Property Sale	$ 1,789	$ 15,527	$ 51,990	0.00%
FB Withdrawal/PO Appropriation		$ 546,328		
Total	$ 405,405	$ 1,111,855	$ 414,516	37.28%

Departmental Expenditures	Actual FY '12-13	Adjusted Budget FY '13-14	Actual to Date FY '13-14	YTD % Collected
Civic Center	$ 369,231	$ 789,105	$ 558,393	70.76%
Travel & Tourism	187,173	322,750	226,213	70.09%
Total	$ 556,403	$ 1,111,855	$ 784,606	70.57%

PUBLIC WORKS DEPARTMENT

February 2014 Monthly Report

Prepared on 3/10/14

Monthly Highlights

- ✓ **S&S Division:** 101.6 miles of street sweeper, 4.1 miles of dirt street grading, completion of sections 1 & 2 controlled access fencing.
- ✓ **B&T Division:** Directly supported efforts to relocate the airplane from the police/fire annex to Seymour Johnson AFB.
- ✓ **B&T Division:** Removed and installed theater seating in support of Paramount's January productions/functions.
- ✓ **B&T Division:** Researched/coordinated removal and disposal of stored chemicals through NC DoA - saved over $6300 in deposal costs.

Distribution & Collections

	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec		AVG
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	
Utility Line Maint (1000-ft)	24.4	4.5	9.8	7.6	5.5		12.0		3.4		3.4		17.5		14.3		14.1		19.3		10.0		11.0		11.2
Water Taps	2	3	3	5	5		5		1		1		2		2		5		0		2		1		2.6
Water Repairs	8	7	8	13	12		23		5		4		5		8		7		12		11		5		9.1
Sewer Taps	4	6	2	1	3		2		3		0		4		4		1		1		2		2		2.5
Sewer Repairs	4	2	2	5	0		5		1		3		1		2		0		3		2		2		2.3
Hydrants Replaced/Fixed	10	5	6	5	6		6		8		2		3		5		6		3		9		13		6.2
New Meter Installs	69	33	58	53	34		68		144		52		93		61		132		33		73		49		68.0
Meters Changed Out	67	51	42	21	34		62		65		24		61		60		120		49		55		36		53.4
Building & Traffic																									
Radio, Electrical, Bldg	40	43	55	87	30		17		51		32		33		34		20		40		17		48		39.1
Signal Maintenance		2		23																					
Signal Responses	25	19	10	16	19		40		86		54		45		56		37		17		20		30		33.9
Sign Repairs	10	62	32	42	19		21		15		38		21		59		19		43		11		29		30.1
Garage																									
Total Work Orders	215	236	200	253	157		171		221		192		280		219		244		256		225		258		223.4
Total Fuel Cost	$ 90	$ 93	$ 82	$ 77	$ 77		?		$ 85		$ 79		$108		$103		$ 92		$ 96		$ 82		$ 77		$ 88
Sanitation (Tons)																									
Refuse (x1000)	1.1	0.9	1.0	0.8	0.8		1.1		0.9		0.8		0.9		0.9		0.9		1.1		0.7		0.9		0.9
Recyclables	112	113	85	103	59		96		121		88		113		104		97		106		92		120		100.6
Leaf & Limbs (x1000)	1.0	0.6	0.7	0.6	0.6		0.9		0.9		1.0		1.0		0.9		0.7		0.8		1.3		1.1		0.9
Cemetery																									
Funerals	13	10	8	7	7		6		6		12		10		10		8		7		7		6		8.4
Fees charged	$ 10	$ 12	$ 8	$ 7	$ 5		$ 4		$ 5		$ 10		$ 8		$ 9		$ 7		$ 6		$ 6		$ 5		$7.2
Streets & Stormwater																									
Utility Cut Repairs	12	0	6	3	3		15		6		17		6		9		14		28		17		4		10.0
Pot Hole Repairs	38	51	25	72	34		38		39		41		15		19		2		143		15		11		38.8
Misc Repairs	10	21	14	13	19		27		21		15		15		17		20		19		17		10		17.0
ROW Mowing (ac)	0	0	0	0	0		48.8		67.3		56.5		70.3		74.3		61.3		21.0		25.0		2.5		30.5
City-Owned Lots Mowing	0	0	0	0	0		19		48		36		41		42		34		32		33		0		20.4

Notes: All expenses are in thousands of dollars

Misc includes Dips, Tree Roots, Storm Structures, Sidewalk, Curbing

Community Affairs Department

Monthly Report – February 2014

Prepared By: *J. LaTerrie Ward*

- The Community Affairs Commission did not hold its regularly scheduled meeting in February due to inclement weather. The next scheduled commission meeting is March 11, 2014 at 7:00 p.m.

- Community Affairs received (10) complaints; (6) housing and (4) consumer. The alleged violations by citizens under the Minimum Housing Code were backed up toilets, leaks, electrical issues, weakened floors and mold/mildew issues. Consumer concerns included helping a senior citizen filing a report for harassment and requests for assistance with utility bills. All complaints were submitted to the appropriate City Department or designated community/state resources for resolution.

- The Annual Interfaith Breakfast was scheduled for Thursday, February 13, 2014, was cancelled due to inclement weather conditions.

- The Annual Human Relations Awards Banquet, hosted by the Mayor's Youth Council and sponsored by the Community Affairs Commission and Wayne County was held on Saturday, February 22rd, 6:00 p.m. at Herman Park Center. Student performers were Sarah Richards (Dance Solo), Zac Kelly (Vocal Solo), Joshua Winsauer (Novelty Act) and Hannah and Micah Lee (Group Novelty Act). The following awards were presented:

  - INDIVIDUAL – Dr. Robert Fulkerson (Madison Avenue Baptist Church)
  - CIVIC ORGANIZATION – The Goldsboro Chapter of Continental Society
  - BUSINESS / INDUSTRY – Pediatric Play Therapy, LLC
  - <u>STUDENT POSTER WINNERS:</u>
    - K-2 - 1st: Brooklynn Pollock
    - 3-4 - 1st: Arelis Rivera-Sanchez / 2nd: Patricia Bogue / 3rd: Claudia Salguero
    - 5-6 - 1st: Joshua Winsauer / 2nd: Emily Pate / 3rd: Kaylee Jones
  - <u>STUDENT ESSAY WINNERS:</u>
    - 7-9 - 1st: Ciara Sykes / 2nd: Christina Saldivar / 3rd: Amber Nicole Pfennig
    - 10-12 - 1st: Amber Hazel Royall

- The first City of Goldsboro School of Government class will begin on March 18th. We received a total of 39 applications. We selected 28 applicants; 80% city residents and 20% of residents outside of the city limits. Applicants were selected based on the date of application and residence. Applicants will be notified by e-mail and telephone number this week. The first class will be held on Tuesday, March 18, 2014 at 6:00 p.m. in the large conference room.

- The Mayor's Committee for Persons with Disabilities held their monthly meeting on Thursday, February 20th. The committee is focusing on planning their Annual Mayor's Walk for Persons with Disabilities, to be held on Wednesday, May 7, 2014, beginning at St. Paul United Methodist Church, 204 East Chestnut St.

- North Carolina House of Representative James "Jimmy" Dixon sponsored a member from the Youth Council to attend the Youth Legislative Assembly in Raleigh on March 21st – 23rd. Four (4) additional members will be attending also. Two (2) members will serve as a Tri Chair and the Assembly Clerk.

- The youth council will be hosting the North Carolina State Youth Council Spring Convention in Atlantic Beach on April 25th -27th. Members will be taking orders for their second fundraiser, Easter Baskets, between March 5th and April 2nd. There are 2 baskets sizes, $15.00 and $25.00. This year, the council is offering a healthy and nutritious basket.

2014 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	1	6											4
Consumer	7	4											6
2013 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	9	4	2	4	4	7	10	2	2	2	0	1	4
Consumer	2	4	3	2	8	4	7	6	1	3	5	6	4
2012 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	9	3	3	5	9	6	8	6	11	9	3	2	6
Consumer	0	2	2	3	4	9	6	4	8	4	1	1	4

February 2014
Prepared By: Julie Metz, Director

Miscellaneous:

- The DGDC office hosted the 4th Merchant's Association Meeting held February 18, 2014. The meeting consisted of updating the merchants on the City's new motto and how they can develop a tag-line for downtown. In addition, the merchants discussed the Segway, the purchase of new cigarette receptacles and the location of the new Center Street Jams.
- DGDC staff continues to work with the DGDC Board to fulfill their annual sponsorship goals. These funds supplement City downtown efforts and fund many downtown events and activities.
- DGDC staff is working with other City staff to respond and prepare for the TIGER grant implementation.
- The NC Main Street Conference to be held January 29-31 was canceled due to weather. However, they have been able to reschedule it in New Bern for March 31 to April 1, 2014. DGDC staff will be attending with other city/DGDC representatives.
- The DGDC staff, along with other City staff, hosted a Developer's tour and reception intended to entice developers/investors to specific potential projects in and around the downtown area on February 19, 2014. Six developers were in attendance and showed much interested in the potential of Goldsboro.
- The DGDC staff attended the SJAFB Travel Expo to promote downtown businesses and upcoming events.
- The DGDC hosted a Wayne County Realtor's lunch social to encourage lease/sales for clients and future businesses downtown.
- The DGDC hosted the quarterly North Carolina Downtown Development Association (NCDDA) in Goldsboro on February 28th. After their meeting, the group was given a tour of the Edgerton Apartments, Goldsboro Union Station and updated on ongoing and future developments.
- We continue to push our marketing and awareness reach through various advertising venues. Our last weekly Facebook report stated that our weekly reach was 8,985 (up 37% from previous week) engaging 1,221 people (up 9% from previous week).
- The DGDC staff is working with the City's IT department to develop a database software system to track constituents, volunteers and supporters of downtown. Once developed, there is potential that other departments like the Paramount, Travel & Tourism and Parks and Rec could use this too.

Downtown Business:

- The DGDC staff attended the Cornerstone Awards in honor of Keith Gunnet hosted by the Wayne County Chamber on February 5, 2014. The DGDC collaborated with the City's Public Works department in installing the plaque at Cornerstone Commons and preparing for the day.
- The DGDC staff assisted property owner, Bill Edgerton, prepare for an Open House event for the Edgerton Building apartments hosted on February 7, 2014; over 100 people attended the event and one apartment is currently rented.
- The DGDC Design Committee worked to render 10 potential storefronts for current downtown buildings.
- DGDC staff met with members of the Odd Fellows club to discuss potential upgrades to their building and a façade grant.
- DGDC Promotions Committee selected Dee's Law Firm as the March Business of the Month.
- DGDC staff developed a draft timeline of Downtown tracking the progress from 1984 to current time.
- DGDC staff assisted and or worked to actively recruit ten (10) individuals (an increase of 30%) over the month to locate a storefront for proposed businesses. We shared incentive information, showed properties and educated them on downtown investments.

- The DGDC staff, collectively, had over 60 face-to-face interactions with downtown business owners/managers in February.
- The DGDC board invited Scott Barnard with Parks and Rec to educate them on the upcoming Bond to be voted on May 6th.
- The staff helped celebrate the grand opening of Dancing Butterfly on February 7th and Emiline's Candy Emporium on February 6th.
- Business Coming Soon:
    - Yoga Connection – To be located at 110 N. John Street, this popular Smithfield yoga studio is expanding to Goldsboro with plans to open in March.
    - Zennubian Seven Tea House – Located at 144 N. Center Street, the tea house and organic-goods/food grab-n-go will open on March 21.
    - Powerflow Fitness – Located at 126 E. Walnut St., this fitness studio will offer an variety of classes and nutrition programs.

Events/Activities:

DGDC held/assisted with these events over the course of the month:

- Edgerton Open House, February 7
- Developer's Reception, February 19

DGDC staff is working to prepare for the following upcoming events/activities:

- 2014 Sponsorship Drive – Now through March
- Pig in Downtown – Starts March 11th
- Shop the Block – March 14th
- Barnyard Bar Bounce – April 11th
- Available Properties Open House – April 4th
- Community Action Day – April 26th

ENGINEERING DEPARTMENT
MONTHLY REPORT – FEBRUARY 2014

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

2013 Sewer Inspection & Investigation Services

- Staff requested Hydrostructures submit a proposed scope of services, fee estimate, and anticipated schedule based on the recommendations included in the Inflow & Infiltration Analysis for construction administration services to include manhole inspections, smoke testing, sonar/video inspection of the 42-inch Stoney Creek Outfall, sewer investigation and reporting for the 2013 Sewer Rehabilitation Project;
- On August 5, 2013, City Council authorized an engineering agreement with Hydrostructures for the proposed scope of services in an amount not to exceed $117,909.00 for the 2013 Sewer Inspection and Investigation Services;
- Hydrostructures is in the process of compiling and analyzing data for the final report and project recommendations.

Stoney Creek Stream Enhancement – Phase II

- Staff has resubmitted the grant application, as part of the 2013 cycle, for consideration by the North Carolina Clean Water Management Trust Fund in reference to the Phase II Stoney Creek Stream Enhancement project;
- Clean Water Management Trust Fund awarded $375,000 of the $400,000 requested in their February 10, 2014 meeting.

Berkeley Boulevard Widening Project

- NCDOT Division 4 Right-of-Way Office has completed their review and will submit the information to Raleigh for completion;
- Duke Energy work for the installation of the wood brace pole at the New Hope Road intersection is scheduled to start March 24th;
- AT&T work is scheduled to start March 12th;
- R. D. Braswell has completed the relocation of two 6-inch water lines, one 10-inch water line, and one 16-inch water line;
- Staff is negotiating with Piedmont Natural Gas for the relocation of a major high pressure natural gas line on Berkeley Boulevard;
- Advertisement for bids has been delayed until utilities have been relocated.

George Street Water Main Improvements

- George Street water main project is complete with the exception of asphalt patches, cleanup work and planting of grass in disturbed areas.

Mulberry Street Water Line Improvements

- The City of Goldsboro proposes to replace the existing four (4) inch water line with a ten (10) inch water line in order to supply adequate water pressure for properties in this area;
- NCDENR approved the water permit application for this project;
- Cox-Edwards Company will prepare plans and specifications for this water line project;
- Mulberry Street water line improvements project is on hold pending additional water line design work that may be added to this project.

Wayne Memorial Drive Sidewalk Project

- Staff has prepared plans and specifications for the Wayne Memorial Drive Sidewalk project;
- This project entails construction of approximately 2,000 square yards of 4-inch sidewalk along Wayne Memorial Drive from Royall Avenue to 70 Bypass;
- Ten contractors submitted bids for this project and sealed bids were opened on December 3, 2013;

- Carolina Earth Movers, Inc. of Smithfield, NC submitted the low bid of $127,927.00;
- City Council awarded the contract for Wayne Memorial Drive Sidewalk Project to Carolina Earth Movers, Inc. on February 17, 2014 in the amount of $110,000.00 to encompass the reduced project scope for sidewalks along Wayne Memorial Drive from Royall Avenue to Ninth Street;
- Wayne Memorial Drive sidewalk project is on hold contingent upon approval from North Carolina Department of Transportation.

Harris Street Water Storage Tank

- Staff is preparing specifications for the repainting of the exterior and interior of the 1,000,000 gallon elevated water storage tank and tank structure located on Harris Street;
- Bid opening is anticipated for March 2014.

Best Management Practices (BMPs) Inspections

- Approximately 220 BMPs have been approved and 162 BMPs have been constructed to date;
- All BMP inspections have been completed which were due in February 2014.

Goldsboro Fire Department
Monthly Report – February 2014

Report Prepared By: *Gary Whaley* GW/CL

During the past few months, there have been several mechanical problems with Engine 1, Ladder 1 and Engine 5. We were fortunate to be allowed to borrow Elroy Volunteer Fire Department Fire Engine while our trucks were in the process of being worked on. As of March 4th, we have returned Elroy VFD's truck after keeping it for a total of 17 days. We also have Ladder 1 back in operation as well as Engine 1. There is additional work to Engine 1 that will be required; however, we will not take it off the front line until we get Engine 5 back in operation. The estimated time frame for Engine 5 to be back in service is 90 – 120 days.

Working Structure Fires

- 2/6 – 601 E Spruce St
- 2/9 – 309 N Virginia St
- 2/12 – 102 Sumpter Dr
- 2/13 – 2493 117 HWY
- 2/13 – 2493 117 HWY
- 2/17 – 1005 S Taylor St
- 2/19 - 404 Lime St

Working Vehicle Fires

- 2/17 – E US 70 HWY

There were 2 structure fires at 2493 117 HWY on February 13th. At two different times, we responded to fires inside of dryer units. Due to being unable to determine an exact cause, law enforcement was notified. In the past, the owner has had several break-in attempts and an armed robbery. These could have possibly been intentional set fires so Wayne County Sheriff's Office was asked to keep watch on the building.

2014	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.
Total Incidents:	164	161											163
Structure Fires:	6	10											8
EMS Calls:	48	49											49
Vehicle Accidents:	25	28											27
Fire Alarms:	41	28											35
Other:	44	46											45
Training Hours:	1467	1843											1655
Safety Car Seat Checks:	7	21											14
Inspections:	92	102											97
2013	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.
Total Incidents:	170	156	164	161	177	180	144	188	149	188	193	166	170
Structure Fires:	10	11	10	3	7	6	7	10	7	13	5	6	8
EMS Calls:	68	64	63	62	72	58	63	63	61	74	51	52	63
Vehicle Accidents:	32	29	28	23	35	32	24	35	28	32	31	37	31
Fire Alarms:	16	15	10	13	12	21	20	41	29	38	49	32	25
Other:	44	37	53	60	51	63	30	39	24	31	57	39	44
Training Hours:	2091	2106	1763	1573	1767	1500	1649	1661	2177	1796	1578	1041	1725
Safety Car Seat Checks:	8	8	14	10	8	16	12	13	15	26	10	9	12
Inspections:	109	60	77	78	119	90	70	104	89	112	85	72	89

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

Human Resources Management Department
MONTHLY REPORT – FEBRUARY 2014
Prepared by: *Pamela C. Leake*

The Human Resources Department advertised six (6) vacancies this month. 49 applications were processed and 49 notification letters were mailed to applicants. There were five (5) new hires: Building Inspector (Inspections); Inventory Specialist (Public Works); two Police Officers, and one Recreation Coordinator (part-time). There was one reduction in employment – Sanitation Technician (Public Works Department). Total employment for the month was **492:** (436 full-time employees and 56 part-time employees).

Customer Service Training was held on February 17 and 18 at the Public Works Complex and City Hall. Harry Dolan, retired Police Chief from Raleigh, conducted the sessions and employees shared favorable comments about the training. One topic of discussion was "*coffee stains*." Mr. Dolan asked the employees to generate a list of coffee stains present in our City – items that could help improve customer service - and groups from each session shared their recommendations. The lists created from all sessions were collected and forwarded to the City Manager for review.

The Senior HR Analyst attended Occupational Safety and Health Act (OSHA) training on February 26 and 27 in Raleigh. The session was sponsored by the NC Department of Labor. There was a make-up session on **Hypothermia** held at the Water Treatment Plant. Seven employees were in attendance. The Personal Injury Committee reviewed three (3) cases this month and submitted its recommendations to the City Manager. The Vehicle Accident Committee did not meet this month.

This month's health beat focused on **"Colon Cancer."** Employees received information on the types of screenings that are available and preventive measures to reduce the likelihood of this disease. Several sessions were held throughout the City and 154 employees attended. The Diabetes Management Program currently has 35 participants. There were 65 clinic visits this month.

The Wellness Committee is gearing up for a *Biggest Loser* weight loss competition. The group plans to get it started by the end of March.

Random Drug Screens	**Post-Accident Drug Screens**
Non-DOT: 13 tested; All negative	Non-DOT: 2
Quarterly DOT: 7 tested; All negative	DOT: None to report

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**Avg.**
Applications	214	49											132
New Hires	3	4											4
Separations*	2	1											2
Vehicle Accidents	2	3											3
Workers Compensation	4	4											4

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**Avg.**
Applications	109	70	103	95	136	124	116	73	54	61	97	60	92
New Hires	6	4	1	1	4	2	3	1	4	1	1	2	3
Separations*	3	2	1	1	5	4	4	0	5	1	1	0	3
Vehicle Accidents	2	5	2	3	2	0	7	3	2	5	2	3	3
Workers Compensation	2	8	0	1	1	0	1	2	2	2	2	2	2

Separations include full-time resignations, retirements, and terminations.

Information Technology
Monthly Report - February, 2014
Prepared by: Scott Williams

- Setup large storage devices for the Police Department to use for large video files related to criminal activity. This allows for portability and prevents heavy use of server and SAN storage space.
- Continued to work on the finger print analysis machine (AFIX Tracker). The vendor can't reproduce the problems that we are having. We have completely reloaded the machine are testing the system. If this does not resolve the issues we will look at a replacement machine.
- Converted from Virtual Tape Library backups to disk-to-disk backups using an available storage area network.
- Replaced twelve monitors in various departments. Ne monitors are more energy efficient and use less desk space.
- Assisted Public Works with computer and printer moves as they rearranged their office space.
- Archived older version of Orthos and replaced them with newer versions.
- Installed telephone cables at Fire Stations 2, 3, 4 and 5 in preparation for their conversion to our IP phone network.
- Replaced three storage area network drives with no loss of data and no cost to the City.
- Upgraded the City wireless controllers and installed new access points. Project completed in March.

2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	363	337											350
Tickets Closed	353	267											310

2013	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	320	457	424	379	371	322	339	405	353	408	324	251	363
Tickets Closed	339	413	421	372	385	309	354	361	334	353	344	139	343

2012	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	132	187	201	124	211	221	369	405	298	411	291	287	261
Tickets Closed	136	189	213	121	196	235	350	401	305	412	281	295	261

Goldsboro Inspections Department
Monthly Report – February 2014
Prepared By: Allen Anderson

The valuation of all building permits issued during the month of February totaled $12,173,616.00. Six (6) of these permits were new residential single family dwellings at a valuation of $1,038,229.00.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled $1,660,043.55.

All permit fees collected for the month totaled $42,068.22. Of the permit fees collected for the month $3,255.00 was collected in technology fees. Plan review fees collected during the month totaled $1,775.00.

The Inspectors did a total of 510 inspections for the month. During the month of February nine (9) business inspections were completed. A total of 247 permits were issued for the month. Forty-nine (49) plan reviews were completed for February. We now have a total of 230 structures in the Minimum Housing Process.

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	$1	$12											$7
Residential (thousands)	$420	$1,038											$729
Miscellaneous**(millions)	$2	$2											$2
Permit Fees (thousands)	$28	$42											35
Inspections (total)	517	510											514
Permits Issued (total)	233	247											240
Plan Reviews Completed	21	49											35
Minimum Housing in Process	216	230											223

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	$5	$4	$4	$14	$5	$2	$7	$7	$3	$2	$3	$4	$5
Residential (thousands)	$381	$460	$749	$541	$1,244	$365	$1,987	$271	$260	$813	$947	$1,067	$757
Miscellaneous** (millions)	$1	$2	$2	$18	$2	$3	$3	$5	$3	$5	$2	$2	$4
Permit Fees (thousands)	$32	$49	$36	$51	$173	$287	$133	$50	$43	$49	$26	$39	$81
Inspections (total)	641	500	547	615	728	566	620	569	465	571	563	449	570
Permits Issued (total)	263	247	250	355	295	277	305	330	186	284	228	260	273
Plan Reviews Completed	76	63	72	82	53	62	86	77	74	46	64	68	69
Minimum Housing In Process	275	275	250	250	250	250	250	295	215	215	218	224	247

Monthly Report-February 2014

Prepared by: Sherry Archibald, Director

- The Paramount Theatre Foundation sponsored the annual *Best of Wayne* event featuring the Malpass Brothers on February 2, 2014.
- Dr. Matt Wilding with Chiropractic Advantage rented the theatre to host a nutritional seminar. He was pleased with the facility and is researching dates to return. Wayne Community Concerts held their third event for the season with the *Jessie Lynch Band*.
- Center Stage Theatre presented *Steel Magnolias*. Winter weather caused some of the rehearsals to be cut short; however, no performances were affected. Their season ticket sales are up 75% over last year.
- StageStruck set-in for rehearsal and presented four evening performances and one school performance of *Footloose*, *the Musical*. For the first time, they used the Paramount's box office services.
- The Paramount staff has been collaborating with the Wayne Community College Foundation to bring the 4th Annual Praxis Film Festival. The two day event brought patrons to the Paramount and downtown for a full day festival on Friday, January 31st and to the College on Saturday, February 1st. The Paramount & College Foundation worked with downtown businesses to stay open later and offer specials to Praxis attendees.
- Thanks to the success of the Praxis Film Festival, the Paramount staff assisted Wayne Community College in writing a grant for the Praxis 2015 with the North Carolina Arts Council.
- Paramount Director, Sherry Archibald, attended the Cornerstone Commons recognition event, the DGDC's Promotions Committee Meeting, Majesty Mania Planning and Goldsboro Developers Tour in February.
- The Paramount staff worked on a grant with the North Carolina Arts Council for support of Black Violin, a group of artists scheduled to perform in the next series. The grant is due in early March.
- Mrs. Archibald has contacted representatives throughout the community to create an Outreach Committee. This committee will serve to support the staff in promoting events at the theatre and provide input on artists of interest for the community. Their first meeting was February 18, 2014 and a huge success with 18 members attending.
- Paramount staff attended the Seymour Johnson Air Force Base Travel Expo. Thanks to the support of Travel & Tourism, the Paramount shared upcoming events with base personnel and their families.
- The Paramount staff attended the City of Goldsboro's Customer Service training.
- Expenses for month of February - **$ 24,840.24**
  Details: Labor - $ 14,973.53/Operational Expenses - $ 9,866.71
  Receipts for the month of February - **$ 6,572.86**
  Details: Rentals - $ 2,340.00/Tickets-$ 3,934.68/Concessions-$ 298.18

	Jan-14	Feb-14											**Average 2014**
Exp	$28,140	$24,840											$26,490
Rev	$12,303	$6,573											$9,438

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	**Average 2013**
Exp	$23,162	$30,631	$26,328	$35,434	$27,864	$15,152	$35,929	$15,022	$20,949	$24,587	$36,120	$31,972	$26,929
Rev	$4,472	$8,035	$9,523	$16,066	$12,394	$7,173	$20,457	$3,000	$7,748	$9,201	$8,621	$15,683	$10,197

GOLDSBORO PARKS AND RECREATION DEPARTMENT

MONTHLY REPORT-FEBRUARY 2014

Prepared By: *W. Scott Barnard* SB/FLB

*Over 60 different programs were offered by our department this month. Programs offered included Zumba, Swimnastics, Arts & Crafts, Pottery, Basketball, Tennis, Line Dancing and a Ski Trip to Wintergreen, VA just to name a few.

2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	MONTHLY AVG
Herman Park and WA Foster Centers													
Program Revenue	$1,775	$3,373											$2,574
Rental Revenue	$660	$2,680											$1,670
Facility Usage	4,853	4,352											4,603
Specialized Rec. and Senior Citizens													
Program Revenue	$240	$284											$262
Facility Usage	2,304	2,316											2,310
Athletics and Field Picnic Shelters													
Program Revenue	$2,027	$1,370											$1,699
Field/Shelter Rental	$0	$170											$85
Facility Usage	2,730	2,850											2,790
Golf Course													
Revenues	$31,813	$16,234											$24,024
Expenditures	$46,321	$54,174											$50,248
Special Events													
Sponsorships/Entry Fees		$1,300											
Attendance		28											
TOTAL REVENUE	$36,515	$25,411	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
TOTAL REVENUE FOR THE YEAR													**$61,926**

2013	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	MONTHLY AVG
Herman Park and W A Foster Centers													
Program Revenue	$1,675	$6,433	$5,600	$3,726	$3,772	$4,920	$8,518	$4,779	$1,024	$3,606	$1,260	$681	$3,833
Rental Revenue	$2,120	$1,875	$2,540	$2,375	$2,295	$5,432	$4,385	$5,215	$2,790	$2,815	$2,275	$1,785	$2,992
Facility Usage	3,625	4,734	5,162	6,266	5,534	4,692	3,676	5,514	4,398	5,557	3,586	2,809	4,629
Specialized Rec. and Senior Citizens													
Program Revenue	$646	$536	$433	$294	$242	$671	$440	$565	$364	$314	$162	$355	$419
Facility Usage	2,841	3,081	3,282	3,067	5,230	2,895	2,159	2,362	2,685	3,845	2,442	1,866	2,980
Athletics and Field Picnic Shelters													
Program Revenue	$1,315	$785	$970	$1,160	$1,725	$1,160	$575	$1,260	$6,670	$400	$1,940	$2,001	$1,663
Field/Shelter Rental	$70	$150	$560	$810	$1,400	$805	$600	$1,245	$1,345	$530	$130	$0	$637
Facility Usage	2,450	1,924	2,047	2,859	5,257	3,271	2,670	2,402	3,815	4,340	890	1,388	2,776
Golf Course													
Revenues	$35,906	$13,832	$37,094	$67,417	$52,814	$49,396	$62,118	$37,086	$64,248	$56,627	$30,258	$37,003	$45,316
Expenditures	$65,347	$47,465	$43,407	$65,170	$68,280	$51,251	$58,200	$71,671	$57,607	$49,636	$68,453	$43,052	$57,462
Special Events													
Sponsorships		$2,500										$1,500	
Attendance				1,045	1,415	935			662	500	135	2,700	
TOTAL REVENUE	$41,732	$26,111	$47,197	$75,782	$62,248	$62,384	$76,636	$50,150	$76,441	$64,292	$36,025	$43,325	
TOTAL REVENUE FOR THE YEAR													**$662,322**

PLANNING DEPARTMENT
MONTHLY REPORT – FEBRUARY, 2014
Prepared by: Sally Johnson

General Tasks

During the month of February, the Planning staff served as liaison with the Planning Commission and Historic District Commission. In addition to reviewing and signing off on all commercial and residential building and sign permits, the staff has continued to prepare for upcoming meetings to be held in March, 2014. The Planning staff attended a "placemaking" lecture and participated in an exercise relative to innovative planning for neighborhoods. On-going projects within the department include a mobile home survey, preparation of transportation-related documents and assessment of police and fire contracts relative to satellite annexations.

2014

Planning Commission	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Rezonings, CUP, Site Plans, Bd. of Adj. and Subdivisions	8	8											16	8
Historic District Commission														
Certificates of Appropriateness	2	1											3	1.5
Code Enforcement														
Grass Cutting/Cost	0	0											0	0
Illegal Dumping/Cost	0	0											0	0
Repeat Offenders	0	0											0	0
Junk Vehicles Tagged/Towed	0	4/3											4/3	2/1.5
Illegal Signs Removed	0	17											17	8.5

2013

Planning Commission														
Rezonings, CUP, Site Plans, Bd. of Adj. and Subdivisions	6	5	6	3	4	1	3	5	5	6	1	4	49	4
Historic District Commission														
Certificates of Appropriateness	1	2	7	0	4	5	4	3	1	1	0	1	29	2.4
Code Enforcement														
Grass Cutting	0	0	0	0	70	113	125	83	110	54	15	22	592	49
Repeat Offenders	0	0	0	0	43	84	86	67	77	44	5	11	417	35
Junk Vehicles Tagged/Towed	8/2	10/1	2/0	11/4	12/4	8/4	6/2	6/0	7/0	10/3	4/0	4/0	88/20	16/5
Illegal Signs Removed	15	30	20	42	51	7	10	10	12	12	20	20	249	21

Goldsboro Police Department
Monthly Report - February 2014

Report Prepared by: *Jeffery R. Stewart* JRS/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for February 2014 were 167 compared to 228 for January 2014.

Property with an estimated value of $105,737 was reported stolen while property with an estimated value of $44,384 was recovered.

Officers arrested 203 people and 542 citations were issued during the month. There were 40 drug -related charges.

There were 2 report(s) of assault on an officer.

Revenue collected for January included:

Police Reports	$154.00
Fingerprints	$80.00

UCR COMPARISON & TREND

2014	Jan	**Feb**	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	**AVG**
OFFENSE													
Homicide	1	0											0.5
Rape(&attempts)	0	1											0.5
Robbery	13	2											7.5
Aggravated Assault	7	10											8.5
Simple Assault	25	25											25
Breaking & Entering	40	27											33.5
Larceny	136	99											117.5
Motor Vehicle Theft	6	3											4.5
Arson	0	0											0
TOTALS	228	167											197.5

2013	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	**AVG**
OFFENSE													
Homicide	1	0	0	0	0	0	1	0	0	1	1	1	0.416
Rape(&attempts)	1	0	0	0	1	0	0	0	0	0	0	1	0.25
Robbery	6	6	12	5	4	5	3	2	5	6	6	7	5.58
Aggravated Assault	13	18	22	19	31	18	26	18	6	21	12	10	17.833
Simple Assault	28	37	26	32	48	33	30	27	18	21	22	22	28.666
Breaking & Entering	74	47	47	51	50	61	47	28	40	31	42	55	47.75
Larceny	116	110	116	121	148	139	171	155	154	148	43	149	130.833
Motor Vehicle Theft	12	11	8	6	7	7	7	12	10	6	5	12	8.583
Arson	0	0	0	0	0	0	0	2	0	0	0	0	0.166
TOTALS	251	229	231	234	289	263	285	244	233	234	131	257	240.077

Public Utilities Department
Monthly Report- February 2014

Report prepared by: Karen Brashear

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. All of the city's 25 pump stations are operating well with no problems to report. A new bar screen has replaced the old one at Big Cherry Pump Station.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly. There are no problems to report for this period.

Compost Facility

One hundred ninety eight cubic yards of compost/mulch was sold in February 2014. The Compost Facility is running smoothly with only minor repairs.

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

2014 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
Water	4.586	4.629											4.608
Sewer	9.75	10.37											10.06
CY Compost	246	198											222

2013 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
Water	4.495	4.390	4.217	4.283	4.700	4.823	4.790	5.196	4.898	4.591	4.404	4.740	4.628
Sewer	7.76	7.52	7.18	7.75	8.20	10.17	15.10	9.11	7.89	7.05	6.58	8.48	8.56
CY Compost	320	172	347	511	450	134	252	276	362	419	256	1211	384

GOLDSBORO
WAYNE COUNTY
NORTH CAROLINA
EXPERIENCE HISTORY. DISCOVER EXCITEMENT.

Travel & Tourism Department
Monthly Report – February 2014

Prepared by: Betsy Rosemann, Director

- A total of 145 inquiries were fulfilled by Travel & Tourism Office (TTO) during the month of February.
- The TTO distributed 20 gift bags for a family reunion.
- Developers from Charlotte, Raleigh and the Coast traveled to Goldsboro on February 19th to tour the downtown area. Julie Metz, Angel Wright-Lanier and Betsy Rosemann guided the expedition. A reception was held for the visitors at the DGDC office that evening.
- The Goldsboro Tourism Council held their regular meeting on Wednesday, February 26th at the Wayne County Chamber of Commerce.
- The 2014 SJAFB Travel Expo was held on February 26th on base. The TTO staff booked exhibit space for area hotels, Goldsboro Parks & Recreation, Paramount Theatre, DGDC, and the Arts Council. Approximately 300 military families and military retirees attended the event.
- Plans are well underway for Pig in the Park. Betsy and the planning committee have had several meetings this month. The event will be held at Waynesborough Historical Village on April 12th.
- The location for North Carolina State Championships of Cornhole has been finalized. Goldsboro will host the state championship at the Goldsboro Family YMCA on June 27th and 28th. Approximately 300 participants are expected.
- A committee has been created to plan activities for American Idol contestant and Goldsboro native, Majesty Rose. Betsy is serving on the committee. Plans are underway for "viewing" parties at Wayne Community College and "reveal" parties at the Goldsboro Family YMCA.
- The Tourism Office placed the following advertising spots in February:
  - Carolina Living – Article on Goldsboro and Wayne County
  - Our State online – Pig in the Park
  - News & Observer online – Pig in the Park
  - Guest Quest – Pig in the Park and NC Pickle Festival
  - Lamar Billboards – Paramount Theatre (The Hunts and The Beatles, Yesterday & Today performance)

Occupancy Tax Collections YTD

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Average
2013	$44,097	$53,434	$37,271	$55,984	$59,385	$55,999	$50,239	$49,618	$45,554	$63,415	$37,729	$20,824	$573,549	$47,796
2012	$56,022	$62,755	$23,972	$87,818	$65,304	$55,674	$51,793	$55,809	$49,572	$44,528	$44,086	$36,851	$634,184	$52,849
2011	$65,943	$49,599	$43,982	$52,774	$51,297	$52,800	$55,065	$61,126	$46,366	$42,824	$45,738	$61,162	$628,665	$52,389

City of Goldsboro
P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION

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

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

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

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

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 1, 2014.

NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim April 1, 2014, as

NATIONAL SERVICE RECOGNITION DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 17th day of March, 2014.

Alfonzo King, Mayor

Child Abuse Prevention Month Proclamation

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, I do hereby proclaim *April* as *Child Abuse Prevention Month* and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

The Honorable Mayor Alfonzo King
The 17th day of March 2014

City of Goldsboro
P.O. Drawer A
North Carolina
27533-9701

PROCLAMATION
MONTH OF THE MILITARY CHILD

WHEREAS, thousands of brave Americans have demonstrated their courage and commitment to freedom by serving in our country's armed forces in active duty posts around the world; and

WHEREAS, more than forty percent of these service members have left families and children behind; and

WHEREAS, nearly two million children have at least one parent currently serving active military duty; and

WHEREAS, Goldsboro, North Carolina is the home of Seymour Johnson Air Force Base and the Wayne County Public School system has over nineteen hundred students who are military dependents; and

WHEREAS, the United States Department of Defense celebrates the month of April as the Month of the Military Child, further highlighting the important role military children play in the armed forces community, and honoring military dependents for their commitment, struggles, and unconditional support of our troops.

NOW, THEREFORE, **I, Alfonzo King, Mayor of the City of Goldsboro, North Carolina,** do hereby proclaim April as the

MONTH OF THE MILITARY CHILD

in the City of Goldsboro, and encourage all residents to recognize the contributions of our military families and to celebrate the spirit of military children across our district and nation.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 17th day of March, 2014.

Alfonzo King, Mayor