



AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
FEBRUARY 20, 2017

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

- I. WORK SESSION–5:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
- a. FHWA/NCDOT/City Union Station MOU and Enhancement Grant Update (DGDC)
 - b. City Steering Committee for Design Services of Cornerstone Commons (DGDC)
 - c. Retreat Follow-up (City Council)
 - Change of Public Comment Placement on Agenda
 - City Council Pay
 - 24 Hours of Peace
 - d. Mayor Pro Tem Foster Discussion Items
 - Conduct unbecoming of a police officer and officer's in supervisory roles.
 - The implementation of an anti-retaliation statute to protect those deemed as 'whistle-blowers'
 - A revision to the current policy to change hiring requirements for city employees in supervisory/leadership roles.
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
- Invocation (Bishop Anthony Slater, Tehillah Church Ministries)
- Pledge to the Flag
- III. ROLL CALL**
- IV. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- V. PRESENTATIONS**
- A. Red Cross Month Proclamation
- VI. PUBLIC HEARINGS**
- B. Z-2-17 Gospel Light Temple – South side of Atlantic Avenue between Herman St. and Pineview Avenue (R-9 to O&I-1CD) (Planning)
 - C. Z-3-17 Hutton Team, LLC - East side of North Berkeley Boulevard between Langston Drive and Ridgecrest Drive (Planning)
 - D. Z-4-17 John R. Best - South side of Graves Drive between Berkeley Boulevard and Malloy Street (Planning)
 - E. Z-5-17 Charles Ginn – West side of Central Heights Road Between Tommy's Road and Courtney Road (R-16 and RM-NC to RM-9) (Planning)
 - F. CU-3-17 Michael Carroll - South side of East Ash Street between Lionel Street and Leslie Street (Planning)
 - G. CU-4-17 Tim Gill – West side of South Berkeley Boulevard between East Street and Elm Street (Planning)
- PLANNING COMMISSION EXCUSED**
- VII. CONSENT AGENDA ITEMS (*Motion/Second--Roll Call)**
- H. US 70 Business & Ash Street Designation (Planning)
 - I. Sale of Surplus Real Property, Tax ID #2599-93-1784, 215 E. Elm Street, as recorded in the Wayne County Registry (Finance)
 - J. Resolution Authorizing Execution and Delivery of an Installment Financing Contract to Finance a Portion of the Costs of a Multi-Sports Complex (Finance)
 - K. Resolution Authorizing Execution and Delivery of an Installment Financing Contract to Finance an Advanced Metering Infrastructure System and Certain Vehicles and Equipment (Finance)
 - L. Resolution Authorizing Execution of Award and Contract with Water Utility Advanced Metering Infrastructure Project (Finance)
 - M. Resolution – Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (Assistance, Procurement, and Disbursement Policies) (Community Relations)

N. Stoney Creek Sewer Outfall Rehabilitation FBR No. 2016-001—Change Order No. 2
(Engineering)

O. Departmental Monthly Reports

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

P. FY 2016 TIGER Discretionary Grant Agreement, Grant No. 12155296 (DGDC)

IX. CITY MANAGER'S REPORT

X. CITY ATTORNEY'S REPORT AND RECOMMENDATIONS

XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS(*Motion/Second)

XII. CLOSED SESSION

XIII. ADJOURN



City of Goldsboro

H.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

AMERICAN RED CROSS MONTH 2017 *PROCLAMATION*

WHEREAS, in 2017, the City of Goldsboro and Wayne County is celebrating 100 years of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community members; and

WHEREAS, these heroes help families find shelter after a home fire. They give blood to help trauma victims and cancer patients. They deliver comfort items to military members in the hospital. They use their lifesaving skills to save someone from a heart attack, drowning or choking. They enable children around the globe to be vaccinated against measles and rubella; and

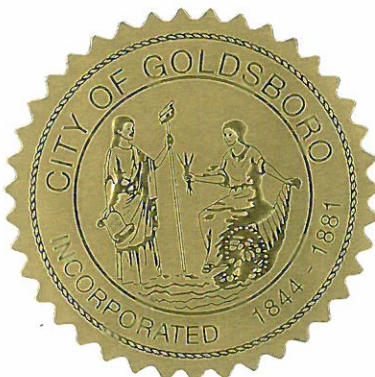
WHEREAS, the American Red Cross depends on local heroes to deliver help and hope during a disaster such as the one we experienced last year with Hurricane Matthew and the resulting flood. We applaud our heroes here in the City of Goldsboro and Wayne County who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected. It collects nearly 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission; and

NOW, THEREFORE, I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim March 2017 as American Red Cross Month. I encourage all citizens of the City of Goldsboro and all Americans to support this organization and its noble humanitarian mission.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 20th day of February, 2017.



Chuck Allen
Mayor

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
Z-2-17 Gospel Light Temple – South side of Atlantic Avenue
between Herman St. and Pineview Avenue (R-9 to O&I-1CD)

BACKGROUND: The applicant requests a zoning change from R-9 Residential to Office and Institutional-1 Conditional District to allow the construction of a church and related uses. Separate development plan approval would be required.

Frontage: 80 ft.
Depth: 155 ft.
Area: 12,400 sq. ft., or 0.28 acres

Surrounding Zoning:	North:	R-9 and O&I-1
	South:	R-6 Residential
	East:	R-9 Residential
	West:	O&I-1

Existing Use: The property is currently vacant.

Proposed Use: The applicant requests the O&I-1 Conditional District in order to allow the construction of a church and related uses. Complete development plans would have to be approved by the Council prior to issuance of building permits.

Comprehensive Plan: The City's adopted Land Use Plan designates this property for high-density residential development.

Engineering Comments: City water and sewer services are available to the subject property.

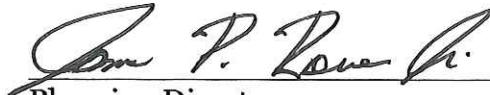
DISCUSSION: The applicant's existing church is located immediately west of the subject property. They have proposed construction of a new sanctuary next door. It is unknown whether the existing church will remain.

High-density residential and O&I-1 uses are compatible and provide a step down in intensity from commercial to residential. The request would be compatible with the Comprehensive Plan.

The applicant does not have specific plans at this time, however, site and landscape plans will have to be approved by the Council prior to development. If the rezoning to O&I-1 is approved, a waiver of the site plan requirement at time of rezoning would be necessary.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on March 6, 2017.

Date: 2-8-2017



Planning Director

Date: _____

City Manager

ssj

NOTICE OF CHANGE OF ZONE HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER AMENDMENTS TO THE GOLDSBORO ZONING CODE

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro, in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, at **7:00 p. m. on Monday, February 20, 2017.**

Z-2-17 Gospel Light Temple – South side of Atlantic Avenue between Herman Street and Pineview Avenue

The Wayne County Tax Identification No. is 3509-48-8104. The address is 1010 Atlantic Avenue. The property has a frontage of 80 ft., a depth of 155 ft. and a total area of 12,400 sq. ft., or 0.28 acres. The present zoning classification is R-9 Residential. The proposed zoning classification is Office and Institutional-1 Conditional District to allow a church and related uses with separate development plan approval required.

Z-3-17 Hutton Team, LLC – East side of North Berkeley Boulevard between Langston Drive and Ridgecrest Drive

The Wayne County Tax Identification Nos. are 3519-53-7434, 8345, 8429 and 9515. The property has a frontage of 300 ft., an average depth of 235 ft. and a total area of 75,500 sq. ft., or 1.7 acres. The present zoning classifications are Office-Residence and R-16 Residential. The proposed zoning classification is General Business Conditional District to allow commercial development with separate plan approval required.

Z-4-17 John R. Best – South side of Graves Drive between Berkeley Boulevard and Malloy Street

The Wayne County Tax Identification No. is 3519-31-7423. The address is 2718 Graves Drive. The property has a frontage of 100 ft., a depth of 200 ft. and a total area of 22,100 sq. ft., or 0.46 acres. The present zoning classification is Shopping Center. The proposed zoning classification is General Business Conditional District with separate development plan approval required.

Z-5-17 Charles Ginn – West side of Central Heights Road between Tommy's Road and Courtney Road

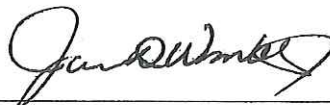
The Wayne County Tax Identification No. is 3620-71-3064 (Part). The property has a frontage of 120 ft., a depth of 125 ft. and a total area of approximately 15,000 sq. ft., or 0.34 acres. The present zoning classification is R-16 Residential and RM-NC. The proposed zoning classification is RM-9 Residential Mobile Home.

The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification of the application. Parties in interest and citizens shall have the opportunity to be heard and may obtain further information on the proposed change from the City of Goldsboro Department of Planning, City Hall Annex, 200 North Center Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the hearing.



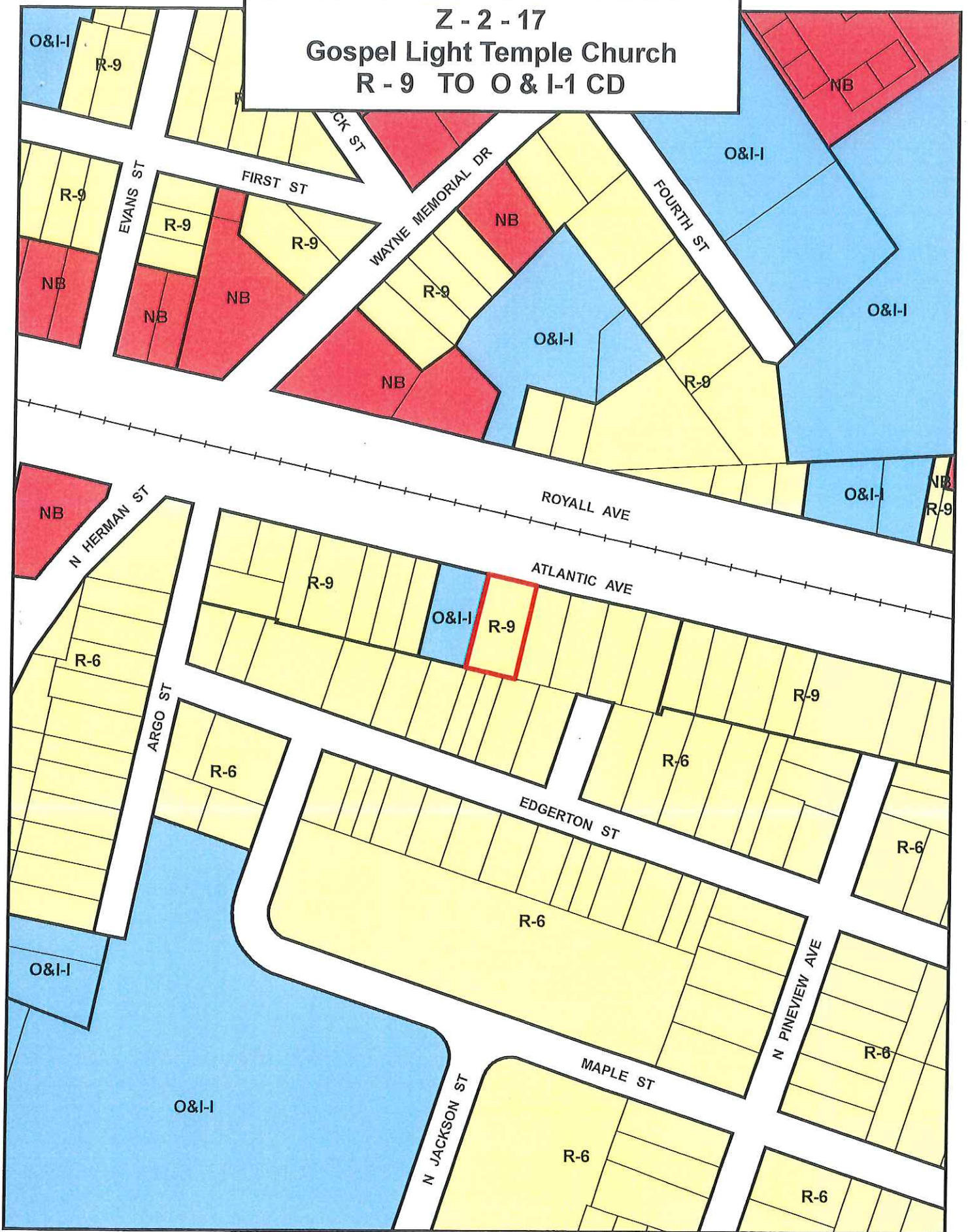
Melissa C. Corser, City Clerk



James D. Womble, City Attorney

PUBLISH: February 2, 2017
February 9, 2017

Z - 2 - 17
Gospel Light Temple Church
R - 9 TO O & I-1 CD

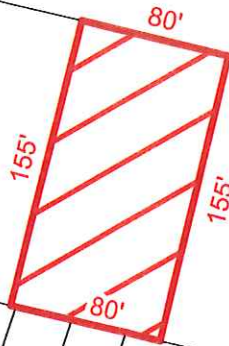


Z - 2 - 17
Gospel Light Temple Church
R - 9 TO O & I-1 CD

WAYNE MEMORIAL DR

ROYALL AVE

ATLANTIC AVE



MAPLE ST

EDGERTON ST

Z - 2 - 17
Gospel Light Temple Church
R - 9 TO O & I-1 CD



CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Z-3-17 Hutton Team, LLC - East side of North Berkeley
Boulevard between Langston Drive and Ridgecrest Drive

BACKGROUND: The applicant requests a zoning change from Office-Residence and R-16 Residential to General Business Conditional District. In conjunction with this request, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the new owner/developer will be required to have complete development plans approved by City Council prior to issuance of any building permits.

A conceptual plan has been submitted for preliminary review and comment by City staff.

Frontage: 300 ft. (N. Berkeley Blvd.)
285 ft. (Langston Dr.)

Area: 75,500 sq. ft. or 1.7 acres

Surrounding Zoning:	North:	Shopping Center
	South:	R-16 Residential
	East:	Office and Institutional-1 CD and R-16 Residential
	West:	Office and Institutional-1 CD and R-16 Residential

DISCUSSION: If approved to GBCD, the applicant proposes the construction of a multi-tenant commercial strip center.

Existing Use: Currently, each lot included within the request contains a single-family dwelling.

Comprehensive Plan Recommendation: The City's Land Use Plan recommends commercial development for the property. The proposed rezoning would be compatible with the Comprehensive Plan.

Engineering: City water and sewer are available to the property. Subject property is not located within a special flood hazard area.

The submitted conceptual plan indicates a 13,708 sq. ft. building which will be divided into four tenant spaces. Based on retail uses, at least 55 parking spaces would be required depending on the specific uses proposed. The conceptual plan designates 93 spaces including four handicapped spaces.

The developer proposes construction of a right-in, right-out driveway from Berkeley Boulevard and the construction of a right-turn lane. Additional access is proposed from Langston Drive which accesses Berkeley Boulevard through a traffic signal aligning with the main entrance to Berkeley Mall.

Stormwater calculations will be required for the site. A detention pond is shown to the rear of the development which would abut adjacent residential development to both the north and east.

As noted previously, complete development plans including site plan, landscape plan, building elevation plans and commercial lighting plans will be required prior to issuance of any building permits for this site.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on March 6, 2017.

Date: 2-8-2017



Planning Director

Date: _____

City Manager

ssj

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Z-5-17 Charles Ginn – West side of Central Heights Road between Tommy's Road and Courtney Road

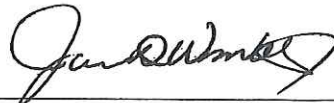
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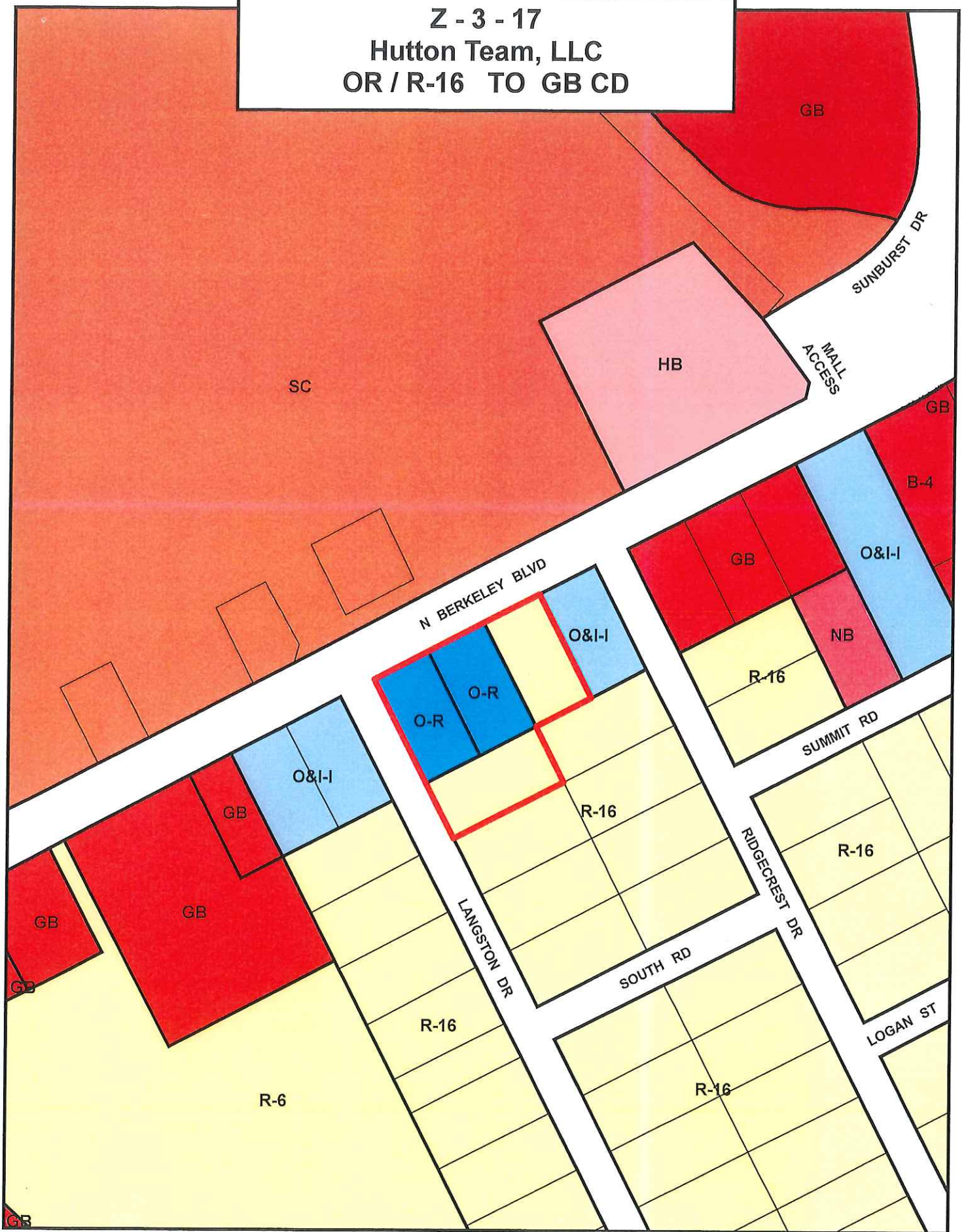
Melissa C. Corser, City Clerk



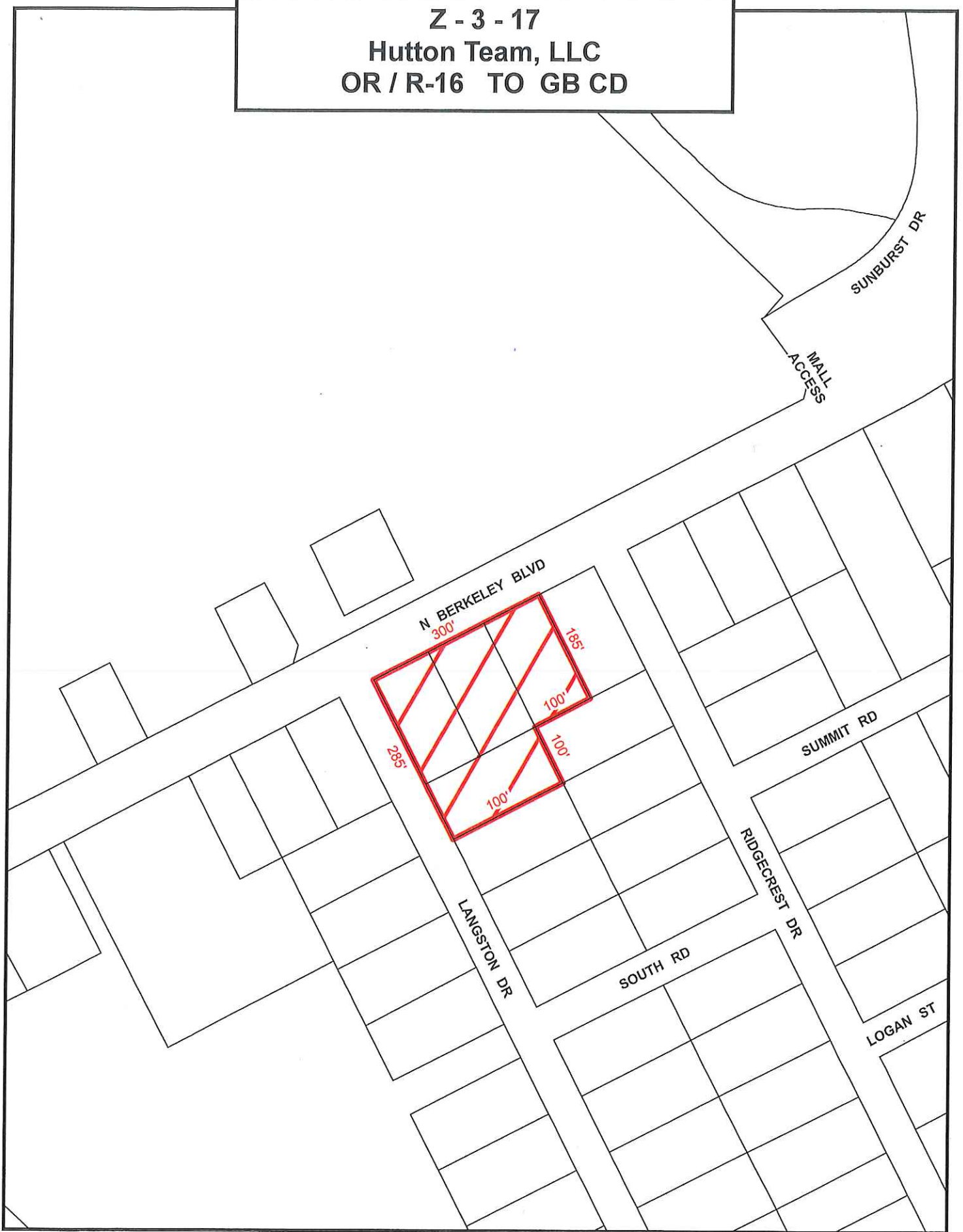
James D. Womble, City Attorney

PUBLISH: February 2, 2017
February 9, 2017

Z - 3 - 17
Hutton Team, LLC
OR / R-16 TO GB CD

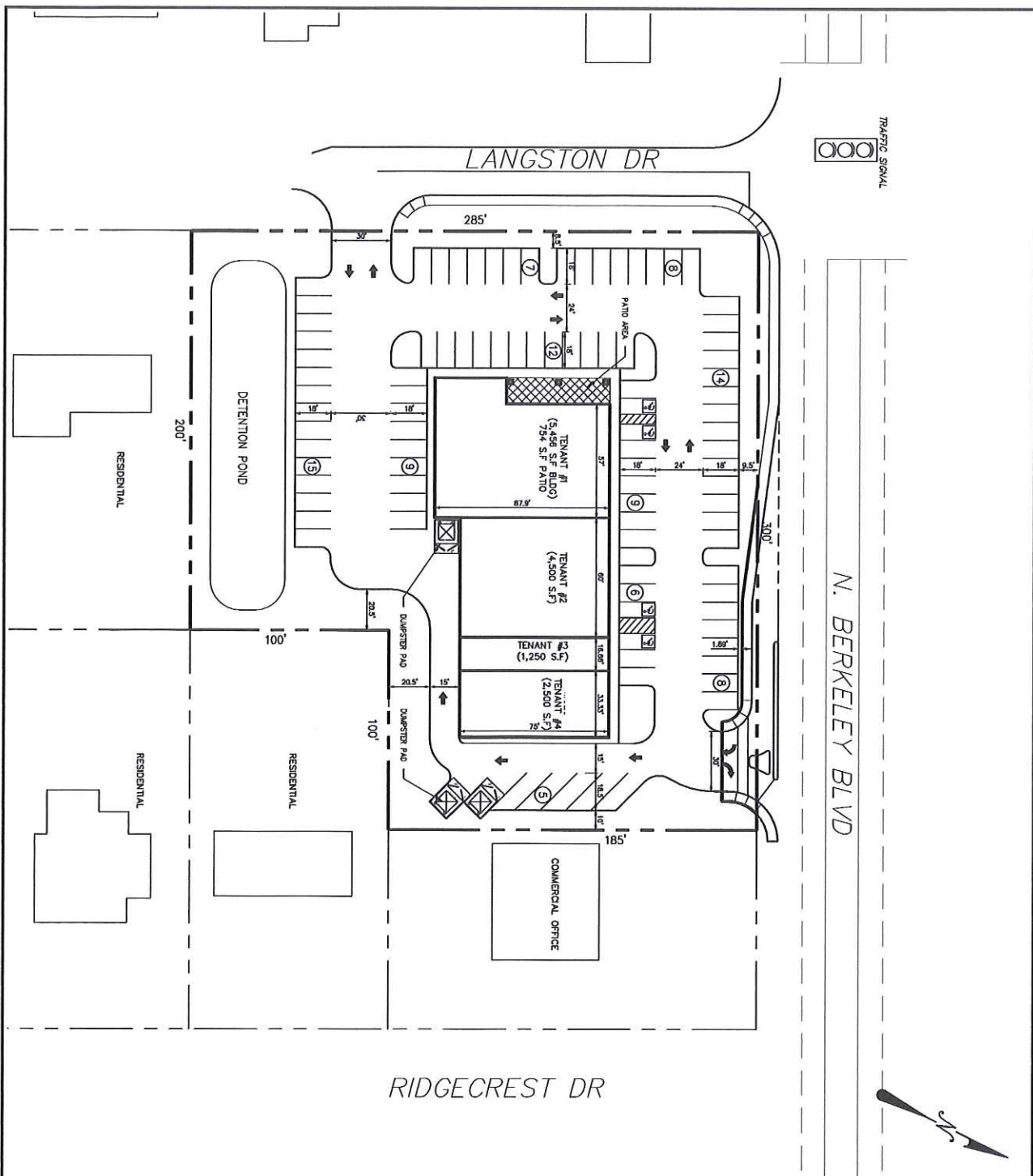


Z - 3 - 17
Hutton Team, LLC
OR / R-16 TO GB CD



Z - 3 - 17
Hutton Team, LLC
OR / R-16 TO GB CD





SITE CRITERIA CHECKLIST

PROJECT DATA	
TOTAL LOT AREA	1.7 ACRES (73,500 S.F.)
TOTAL SITE AREA	1.7 ACRES (73,500 S.F.)
TOTAL BUILDING AREA	11,706 S.F. (1,594,790 S.F.)
TOTAL PARKING REQUIRED	58 SPACES (1,594,790 S.F.)
TOTAL PARKING PROVIDED	53 SPACES (INCLUDING HO)
STD. SIZE OF PARKING SPACES	8' X 18'
TOTAL HANDICAP PARKING PROVIDED	4 SPACES
STD. SIZE OF HANDICAP SPACES	8' X 18'
TOTAL LOADING DOCK	0
TOTAL TRUCK DOCKS ALONG	0
WATERWAYS COVER PROPOSED	NONE AT THIS TIME
LAND INFORMATION	
LAND TO BE USED	N/A
BOUNDARY SURVEY	NONE AT THIS TIME
TOPOGRAPHICAL SURVEY	NONE AT THIS TIME
DETECTION EVALUATION	NONE AT THIS TIME
TRAFFIC STUDY	NONE AT THIS TIME
OFF SITE IMPROVEMENTS	-
ZONING INFORMATION	
EXISTING ZONING	O-R/R-16
PROPOSED ZONING	CB
ADJACENT ZONING	O-R/R-16
MINIMUM ROAD FRONTAGE	-
SETBACK INFORMATION	
NORTH SETBACK	20'
SOUTH SETBACK	25'
EAST SETBACK	15'
WEST SETBACK	15'
LANDSCAPE INFORMATION	
NORTH LANDSCAPE STRIP	8'
SOUTH LANDSCAPE STRIP	20'
EAST LANDSCAPE STRIP	10'
WEST LANDSCAPE STRIP	5'
BUILDING HEIGHT LIMIT	5'

SITE PLAN NOTES

SITE PLAN LEGEND

11"X17" SCALE: 1"=50'
8.5"X11" SCALE: N.T.S.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Z-4-17 John R. Best - South side of Graves Drive between
Berkeley Boulevard and Malloy Street

BACKGROUND: The applicant requests a zoning change from Shopping Center to General Business Conditional District. In conjunction with this request, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the new owner/developer will be required to have the site plan approved by City Council before occupying the site.

Frontage: 100 ft. (Graves Dr.)
Depth: 200 ft.
Area: 20,000 sq. ft. or 0.46 acres

Surrounding Zoning: North:	Shopping Center and General Business
South:	General Business
East:	Shopping Center
West:	General Business

DISCUSSION: Existing Use: Currently the property is occupied by an existing 4,750 sq. ft. masonry block and metal commercial building formerly occupied by Century Uniforms.

Access: A 20 ft. wide asphalt driveway provides access to the site from Graves Drive.


Comprehensive Plan Recommendation: The City's Land Use Plan recommends commercial development for the property. The proposed rezoning would be compatible with the Comprehensive Plan.

Engineering: City water and sewer are available to the property. Subject property is not located within a special flood hazard area.

The applicant has indicated that the property has been for sale for some time. He believes the marketability of the property will be enhanced if it is zoned General Business Conditional District. As noted previously, complete development plans would have to be approved before a new business could occupy the structure.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on March 6, 2017.

Date: 2-8-2017



Planning Director

Date: _____

City Manager

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Z-5-17 Charles Ginn – West side of Central Heights Road between Tommy's Road and Courtney Road

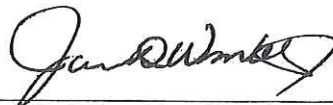
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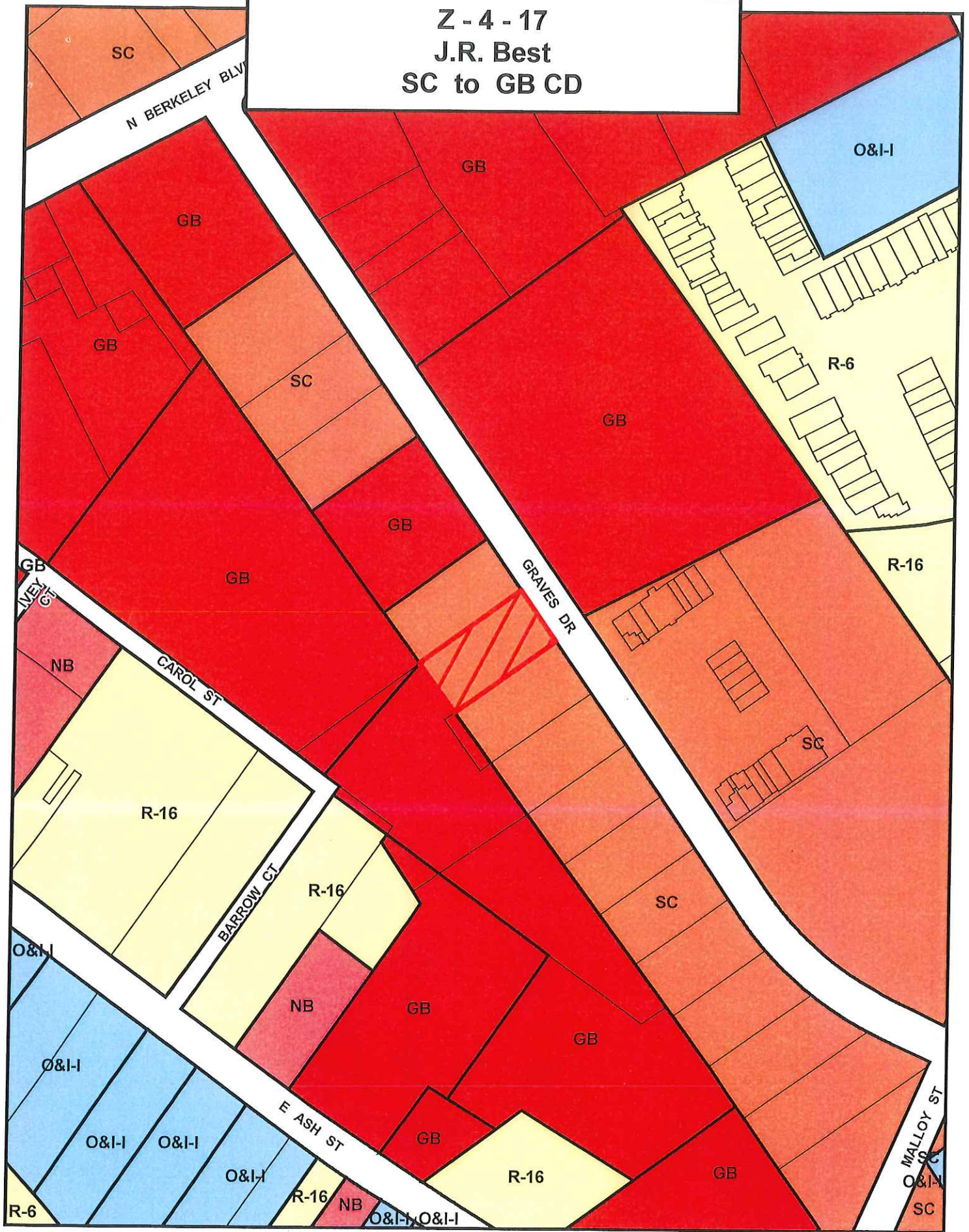
Melissa C. Corser, City Clerk



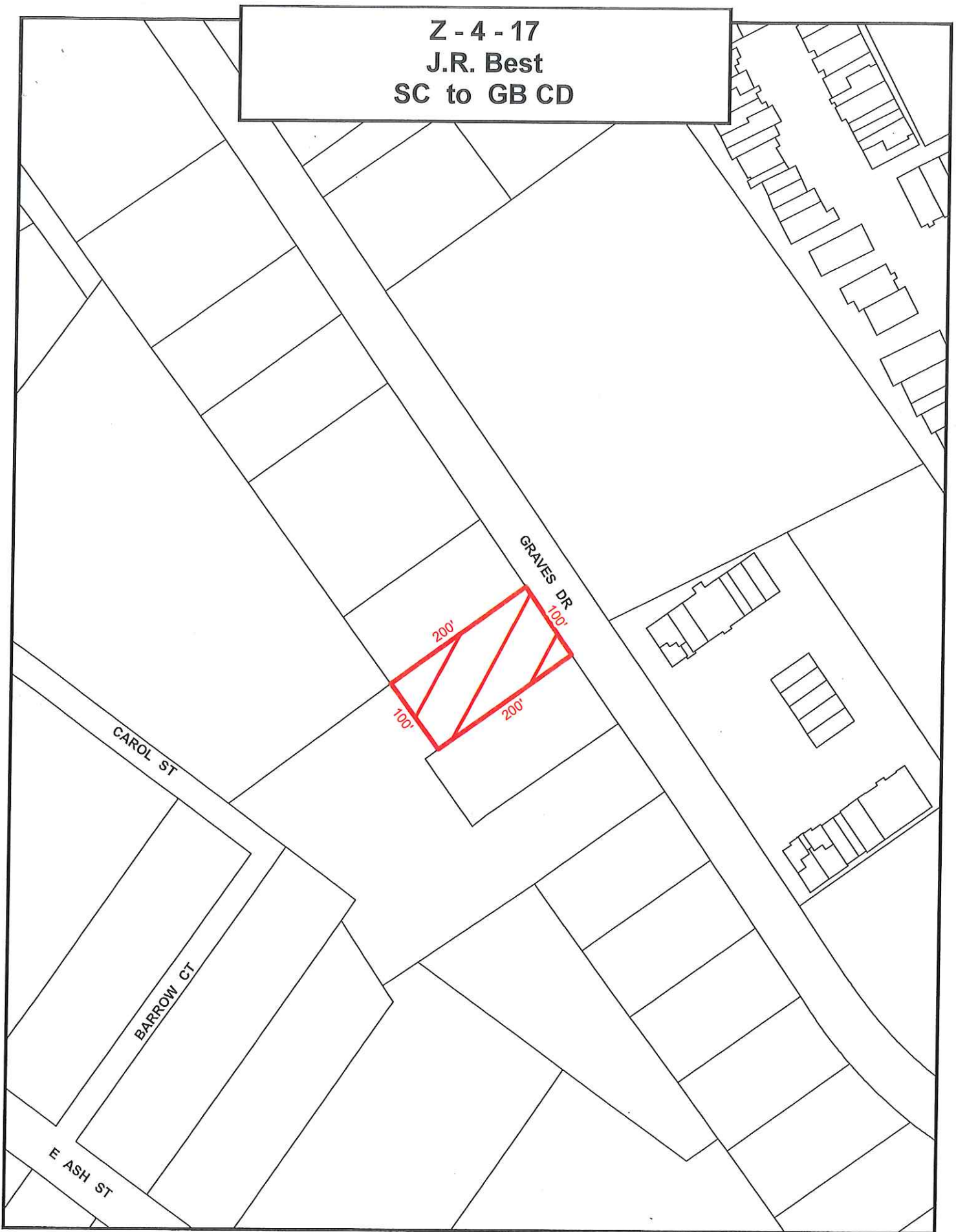
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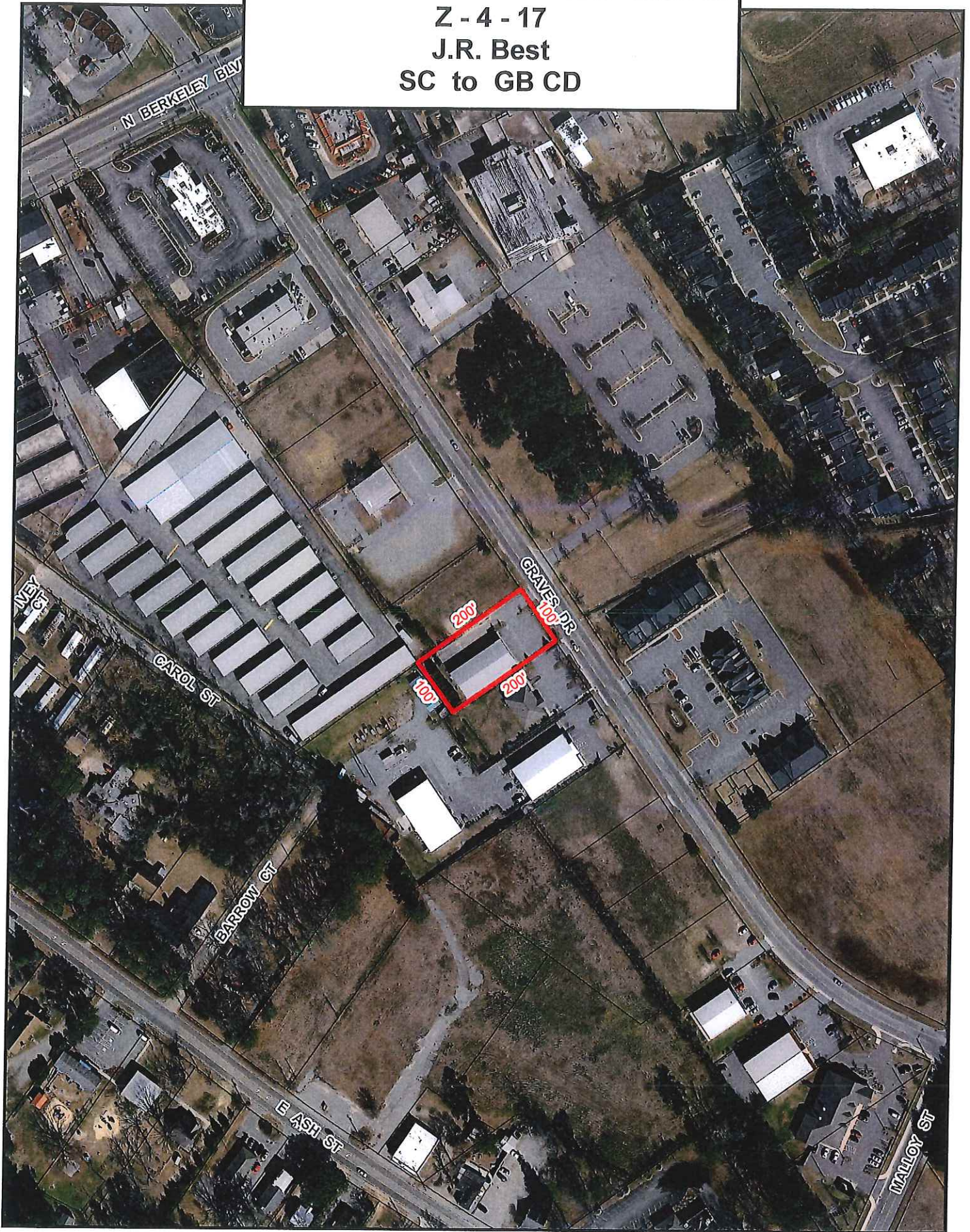
Z - 4 - 17
J.R. Best
SC to GB CD



Z - 4 - 17
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SC to GB CD



Z - 4 - 17
J.R. Best
SC to GB CD



CITY OF GOLDSBORO

AGENDA MEMORANDUM

FEBRUARY 20, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
Z-5-17 Charles Ginn – West side of Central Heights Road
Between Tommy's Road and Courtney Road (R-16 and
RM-NC to RM-9)

BACKGROUND: The property is currently zoned R-16 Residential with an RM-NC (Nonconforming Manufactured Home) Overlay. As the property has been vacant for more than six months, a rezoning to RM-9 (Residential Manufactured Home) will be required before another manufactured home may be placed on the lot.

Frontage: 120 ft.
Depth: 125 ft.
Area: 15,000 sq. ft., or 0.34 acres

Surrounding Zoning: North: R-16 Residential/RM-NC
South: R-16 Residential/RM-NC
East: R-20A Residential/RM-NC
West: R-16 Residential

Existing Use: The property is currently vacant.

Proposed Use: If approved to RM-9, one manufactured home would be permitted on the property.

Comprehensive Plan: The City's adopted Land Use Plan designates this property for medium-density residential development. The requested RM-9 zone is considered medium-density and would be compatible with the plan.

DISCUSSION: Engineering Comments: City water and sewer service is not available to serve the subject property.

At one time, the property, along with land to the south, contained five dilapidated manufactured homes. Upon inheritance by the applicant, all were removed and one was replaced. As noted previously, the subject property has been vacant for more than six months and will require rezoning.

The RM-9 zoning district will require masonry underpinning, pitched roof and horizontal siding. It will be required to have working windows and no rust and have the appearance of a site-built home.

If the rezoning is approved, the applicant plans to subdivide the property to sell the lot.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on March 6, 2017.

Date: 2 - 8 - 2017



Planning Director

Date: _____

City Manager

ssj

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The Wayne County Tax Identification No. is 3509-48-8104. The address is 1010 Atlantic Avenue. The property has a frontage of 80 ft., a depth of 155 ft. and a total area of 12,400 sq. ft., or 0.28 acres. The present zoning classification is R-9 Residential. The proposed zoning classification is Office and Institutional-1 Conditional District to allow a church and related uses with separate development plan approval required.

Z-3-17 Hutton Team, LLC – East side of North Berkeley Boulevard between Langston Drive and Ridgecrest Drive

The Wayne County Tax Identification Nos. are 3519-53-7434, 8345, 8429 and 9515. The property has a frontage of 300 ft., an average depth of 235 ft. and a total area of 75,500 sq. ft., or 1.7 acres. The present zoning classifications are Office-Residence and R-16 Residential. The proposed zoning classification is General Business Conditional District to allow commercial development with separate plan approval required.

Z-4-17 John R. Best – South side of Graves Drive between Berkeley Boulevard and Malloy Street

The Wayne County Tax Identification No. is 3519-31-7423. The address is 2718 Graves Drive. The property has a frontage of 100 ft., a depth of 200 ft. and a total area of 22,100 sq. ft., or 0.46 acres. The present zoning classification is Shopping Center. The proposed zoning classification is General Business Conditional District with separate development plan approval required.

Z-5-17 Charles Ginn – West side of Central Heights Road between Tommy's Road and Courtney Road

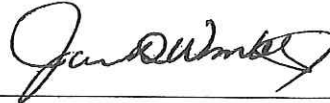
The Wayne County Tax Identification No. is 3620-71-3064 (Part). The property has a frontage of 120 ft., a depth of 125 ft. and a total area of approximately 15,000 sq. ft., or 0.34 acres. The present zoning classification is R-16 Residential and RM-NC. The proposed zoning classification is RM-9 Residential Mobile Home.

The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification of the application. Parties in interest and citizens shall have the opportunity to be heard and may obtain further information on the proposed change from the City of Goldsboro Department of Planning, City Hall Annex, 200 North Center Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the hearing.



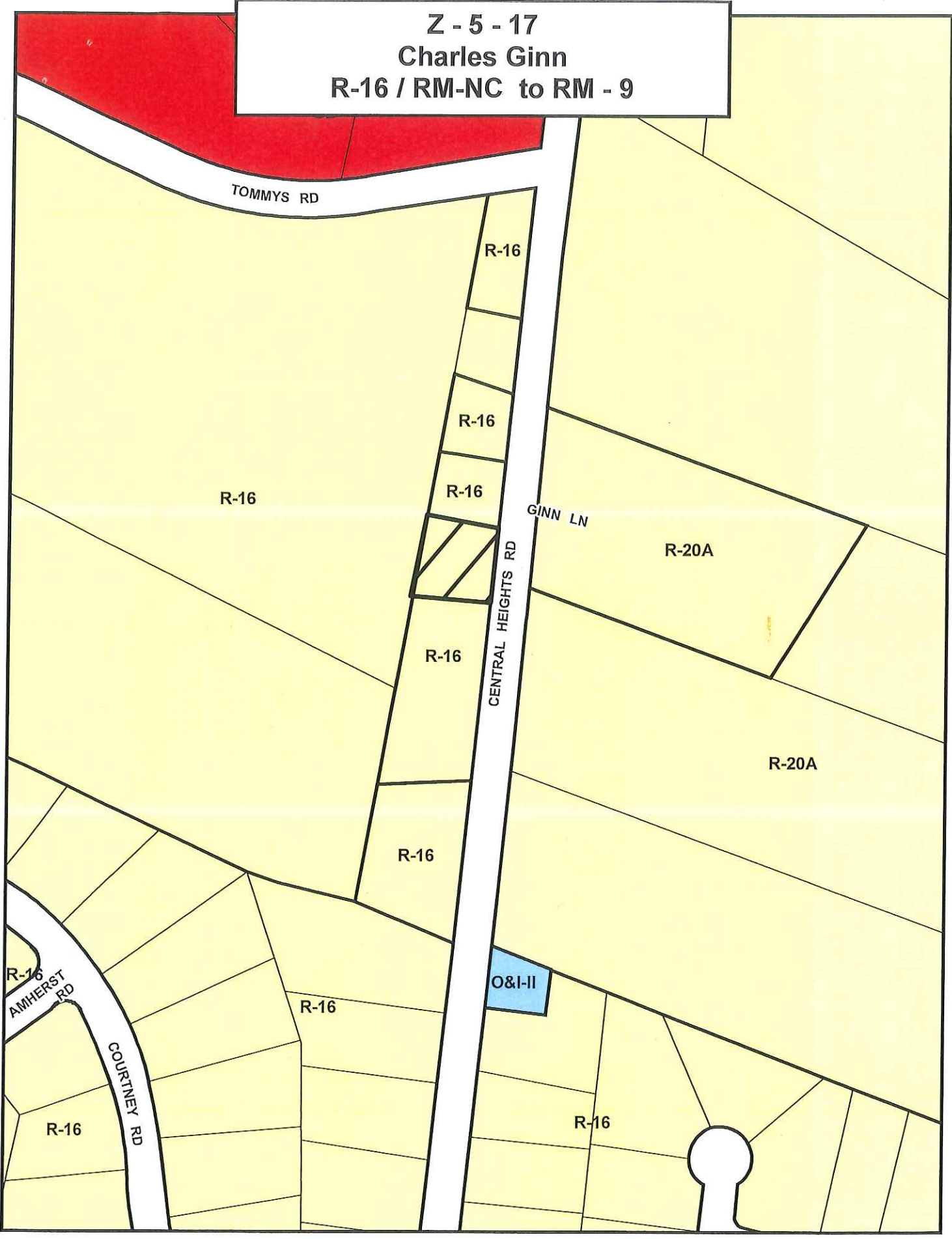
Melissa C. Corser, City Clerk



James D. Womble, City Attorney

PUBLISH: February 2, 2017
February 9, 2017

Z - 5 - 17
Charles Ginn
R-16 / RM-NC to RM - 9

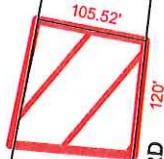


Existing Zoning



Z - 5 - 17
Charles Ginn
R-16 / RM-NC to RM - 9

TOMMYS RD



105.52'

120'

GINN LN

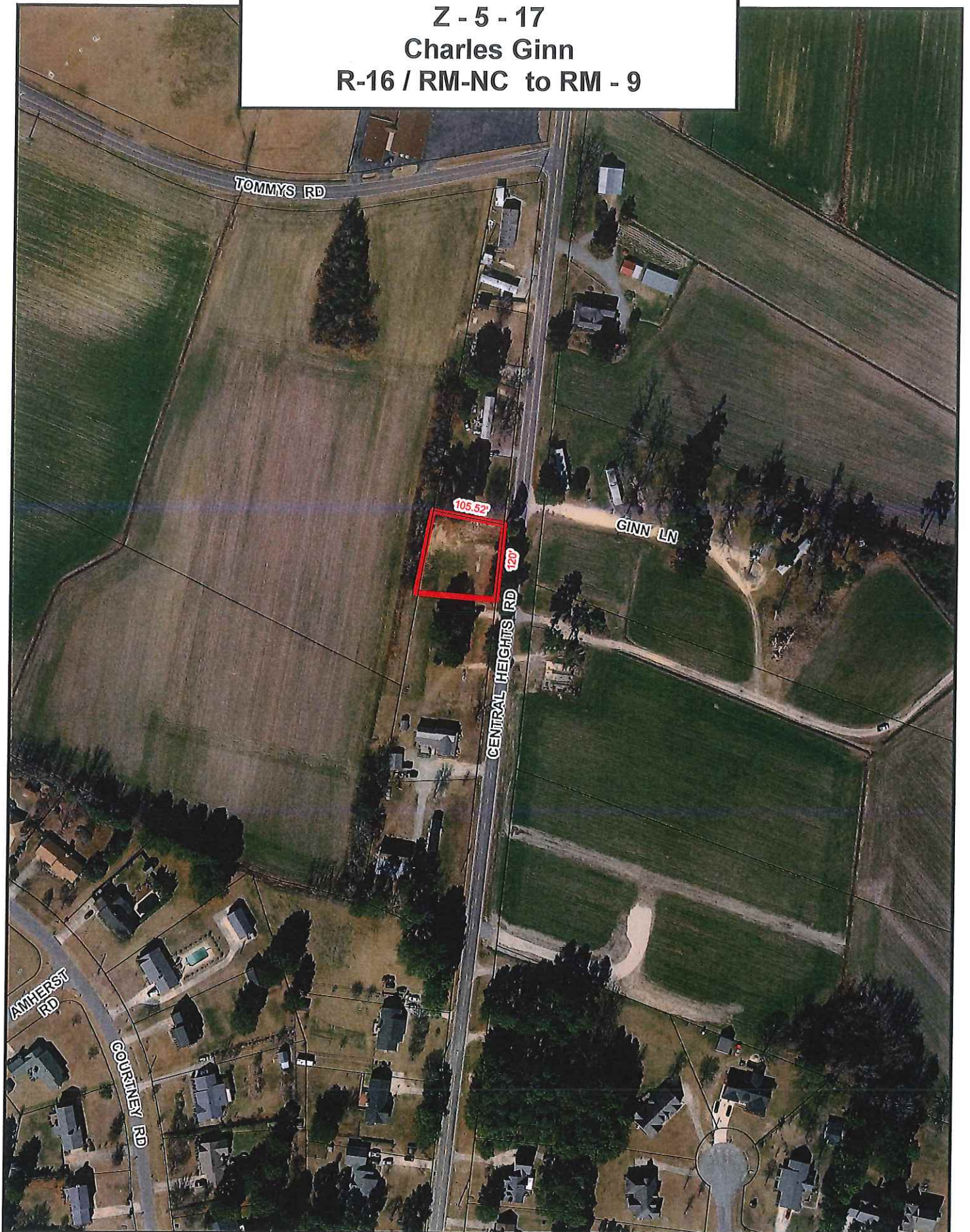
CENTRAL HEIGHTS RD

AMHERST RD

COURTNEY RD



Z - 5 - 17
Charles Ginn
R-16 / RM-NC to RM - 9



CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
CU-3-17 Michael Carroll - South side of East Ash Street
between Lionel Street and Leslie Street

BACKGROUND: The applicant requests a Conditional Use Permit to operate an electronic sweepstakes establishment.

Unit Frontage: 50ft.
Unit Depth: 75 ft.
Unit Area: 3,750 sq. ft.
Zone: GB (General Business)

The property is zoned General Business. Electronic sweepstake establishments are a permitted use within the district only after the issuance of a Conditional Use Permit approved by City Council.

DISCUSSION: Applicant proposes to operate the sweepstakes establishment within a tenant space of an existing commercial strip center. Uses within the strip mall include tax preparation and insurance offices, a convenience store, and other retail sales. The proposed tenant space was previously occupied for church-related purposes.

The submitted floor plan shows an assembly area of approximately 3,750 square feet to include an office area and restrooms for patrons of the facility.

The following information has been submitted with the application:

No. Employees: 2
Hours and Days of Operation:
8:00 a. m. to 2 a. m., Monday - Sunday
No. of computers: 40

Parking: Required parking for the electronic sweepstake establishment is 1.5 spaces per computer station. A total of 60 parking spaces are required. There are a total of 90

available parking spaces for use at the front and rear of the commercial strip center. Based on existing uses within the center, a total of 140 spaces would be required as follows:

Retail Space (11,250 sq. ft.) =	45 spaces
Office Space (6,000 sq. ft.) =	17 spaces
Place of Entertainment (600 sq. ft.) =	18 spaces
Electronic Sweepstakes (1.5 x 40) =	60 spaces

A modification of required parking from 140 to 90 would be necessary.

The applicant contends that most of his business would be conducted after other uses within the center are closed and the 60 spaces required would be excessive given that only 40 computers are proposed.

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school. There is no church or school facility located within 200 ft. of the proposed use. Since residentially zoned property exists to the rear of the site, a modification of the 200 ft. distance requirement will be necessary.

Recommendation:

No action necessary. The Planning Commission will have a recommendation for the Council meeting on March 6, 2017.

Date: 2-8-2017



Planning Director

Date: _____

City Manager

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
TO CONSIDER ISSUANCE OF A
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF
A COMPUTER-BASED SWEEPSTAKES FACILITY

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, February 20, 2017, at 7:00 p. m., in the Council Chambers, City Hall to consider the issuance of a Conditional Use Permit to allow the operation of a computer-based sweepstakes facility.

CU-3-17 Michael Carroll – South side of East Ash Street between Lionel Street and Leslie Street

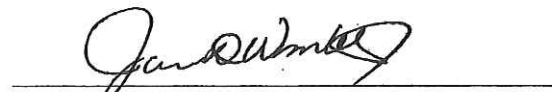
The Wayne County Tax Identification No. is 3509-25-3684. The address is 706-A East Ash Street. The property has a frontage of 60 ft., a depth of 75 ft. and a total area of approximately 4,500 sq. ft., or 0.10 acres.

The applicant requests a Conditional Use Permit to allow the operation of a computer-based sweepstakes facility.

All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.



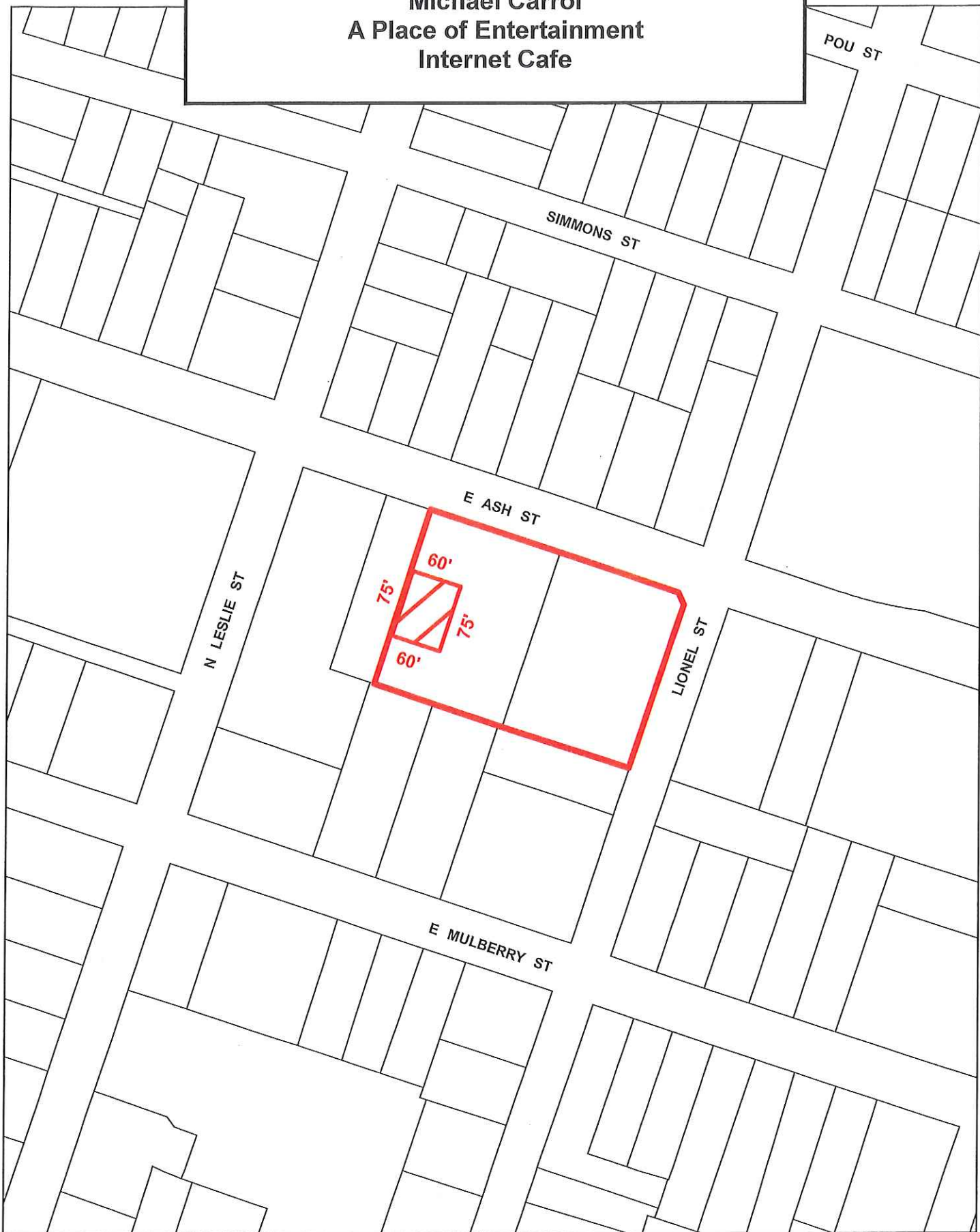
Melissa C. Corser, City Clerk



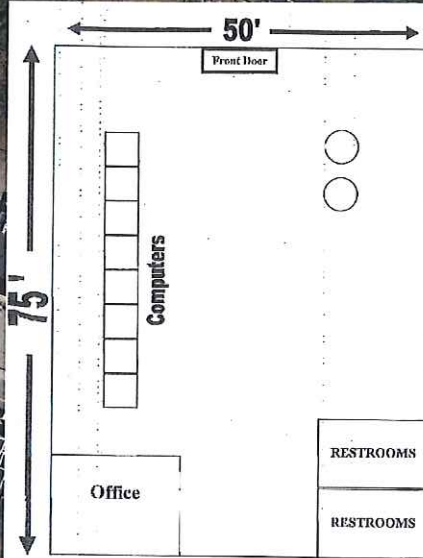
James D. Womble, City Attorney

PUBLISH: February 2, 2017
February 9, 2017

CU - 3 - 17
Michael Carrol
A Place of Entertainment
Internet Cafe



CU - 3 - 17
Michael Carrol
A Place of Entertainment
Internet Cafe



Employees: 2
Hours/Days of Operation:
Monday - Sunday 8 AM until 2 AM
No. of Computers: 40
Will have security? YES
Will prevent loitering and littering? YES
Will dumpsters at rear be used? YES
Overflow parking on vacant lot to the west
if needed? YES



OWNER SIGNATURE

200 100 0 200 Feet



CITY CLERK

DATE

CITY ENGINEER

DATE

PLANNING DIRECTOR

DATE

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
CU-4-17 Tim Gill – West side of South Berkeley Boulevard
between East Street and Elm Street

BACKGROUND: The applicant requests a Conditional Use Permit to allow the operation of a place of entertainment with no ABC permit (video gaming lounge and retail sales of related products) not to include any computer-based sweepstakes.

Frontage: 50 ft.
Depth: 45 ft.
Area: 2,250 sq. ft., or 0.05 acres
Zoning: General Business

In January, 2017, a request for a Conditional Use Permit to allow the operation of a computer-based sweepstakes facility was withdrawn by the owner due to opposition. The current request would specifically prohibit a sweepstakes facility and would limit the use of the property to video gaming and sales of video game-related products.

DISCUSSION: The applicant has submitted a floor plan which indicates a total of six gaming stations along with the following other designated areas:

- Restrooms
- Storage
- Trading Card Game Room
- Network Closet
- Console Hub/Office
- Repair Room
- 2 Vending Machines
- Merchandise Display Cases

Hours/Days of Operation: 10:00 a. m. to 10:00 p. m.
(Monday through Saturday)

Number of Employees: Up to 2

The applicant proposes a number of renovations to the interior of the building including removal of window tint, repainting and replacing doors and light fixtures.

The business plan for the operation indicates that the market to be served will be customers wishing to utilize gaming consoles and playing the newest video games prior to purchasing them. Video games, accessories and consoles would be available for sale along with new and used trading card games. In addition, the applicant plans to provide computer and video gaming console repair services.

The applicant, who served in the United States Air Force from 2007 to 2010 is now the lead Computer Hardware Technician at Wayne Community College.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on March 6, 2017.

Date: 2-8-2017



Planning Director

Date: _____

City Manager

ssj

NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL
OF THE CITY OF GOLDSBORO
TO CONSIDER ISSUANCE OF CONDITIONAL USE PERMITS
TO ALLOW THE OPERATION OF A PLACE OF ENTERTAINMENT
WITH NO ABC PERMIT

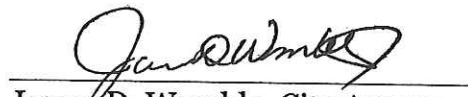
Notice is hereby given that public hearings will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, February 20, 2017, at 7:00 p. m., in the Council Chambers, City Hall to consider the issuance of a Conditional Use Permit to allow the operation of a place of entertainment with no ABC permit (video gaming lounge and retail sales of related products which will not include any computer-based sweepstakes).

CU-4-17 Tim Gill – West side of South Berkeley Boulevard between East Street and Elm Street

The Wayne County Tax Identification No. is 3519-10-0704. The address is 207-B South Berkeley Boulevard. The property has a frontage of 50 ft., a depth of 45 ft. and a total area of approximately 2,300 sq. ft., or 0.05 acres. The applicant proposes the operation of a video gaming lounge and retail sale of related products which will not include any computer-based sweepstakes.

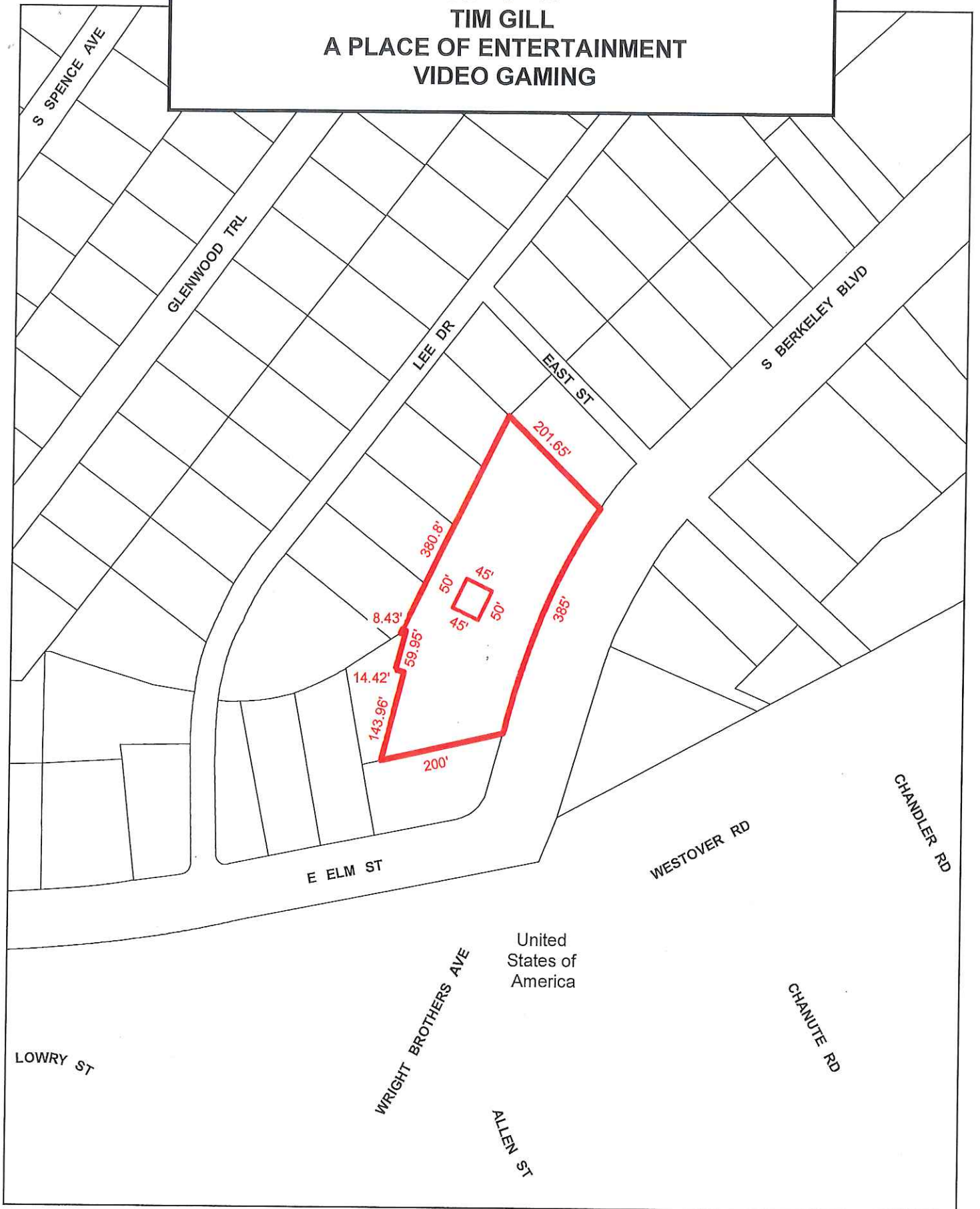
All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.


Melissa Corser, City Clerk


James D. Womble, City Attorney

PUBLISH: February 2, 2017
February 9, 2017

CU - 4 - 17
TIM GILL
A PLACE OF ENTERTAINMENT
VIDEO GAMING



CU - 4 - 17
TIM GILL
A PLACE OF ENTERTAINMENT
VIDEO GAMING LOUNGE AND
RETAIL SALES

CITY CLERK	DATE
CITY ENGINEER	DATE
PLANNING DIRECTOR	DATE
OWNER	DATE

Hours of Operation:
Monday – Saturday 10:00 am – 10:00 pm

Number of Employees: **Up to 2**

Number of Game Station: **6 Stations**

Scale: 200 100 0 200 Feet

North Arrow

Floor Plan Labels: Exit, Men's RR, Women's RR, PC Repair Room, Storage, Trading Card Game Room, Trading Card Game Room, Console Hub / Office, Network closet, Front Desk, Computers, Display Case 1, Display Case 2, Display Case 3, Station 1, Station 2, Station 3, Station 4, Station 5, Station 6, Main Entrance, Electric Room, Vending Machine, Vending Machine.

DATE _____

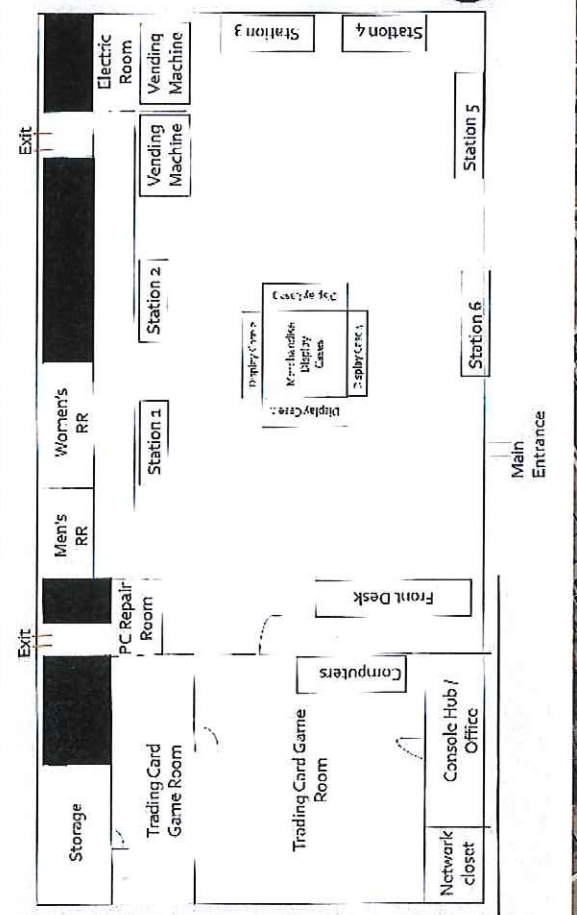
DATE _____

DATE _____

DATE _____

Monday – Saturday 10:00 am – 10:00 pm

Number of Employees: Up to 2

Number of Game Station: **6 Stations**

CITY OF GOLDSBORO

AGENDA MEMORANDUM

FEBRUARY 20, 2017 COUNCIL MEETING

SUBJECT: US 70 Business & Ash Street Designation

BACKGROUND: The North Carolina Department of Transportation completed the Goldsboro Bypass, known as NC 44, which extends just west of Community Drive eastwardly to the vicinity of Promise Land Road last summer. On August 3, 2015 City Council adopted a resolution requesting that NCDOT designate NC 44 as US 70 Bypass. Upon its completion in May, 2016 the new freeway is now designated as US 70 Bypass.

DISCUSSION: At this time, the City of Goldsboro would like to request that the North Carolina Department of Transportation consider renaming existing US 70 as US 70 "Business" and existing US 70 Business as "Ash Street".

The renaming of these facilities will not affect addresses of businesses or citizens along these corridors. City staff will work with NCDOT to coordinate appropriate signage for these corridors if renamed.

RECOMMENDATION: By motion adopt the attached Resolution requesting that the North Carolina Department of Transportation rename existing US 70 as US 70 Business and existing US 70 Business as Ash Street in Goldsboro, North Carolina.

Date: 6/14/17


for Planning Director

Date: _____

City Manager

RESOLUTION NO. 2017 –

RESOLUTION REQUESTING THAT THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RENAME EXISTING US 70 AS 70 BUSINESS AND EXISTING US 70 BUSINESS
AS ASH STREET IN GOLDSBORO, NORTH CAROLINA

WHEREAS, transportation facilities in Eastern North Carolina are essential to the expedient movement of goods, services and residents of the Great State of North Carolina; and

WHEREAS, the City of Goldsboro has served as the Lead Planning Agency for transportation in the Goldsboro Urban Area which encompasses a majority of Wayne County; and

WHEREAS, the City of Goldsboro and Wayne County have successfully partnered in their efforts to influence the allocation of funds for the location of superior transportation facilities which would enhance the attractiveness of the area to new business and industry; and

WHEREAS, the North Carolina Department of Transportation has constructed the US 70 Bypass of Goldsboro; and

WHEREAS, the City of Goldsboro finds it most fitting for the State of North Carolina and the City of Goldsboro to rename existing US 70 as US 70 Business and existing US 70 Business as Ash Street.

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

1. The City Council of the City of Goldsboro hereby requests that the North Carolina Department of Transportation rename existing US 70 as US 70 Business and existing US 70 Business as Ash Street in Goldsboro North Carolina; and
2. This Resolution shall be in full force and effect from and after its adoption this the _____ day of _____ 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 COUNCIL MEETING

SUBJECT: Sale of Surplus Real Property, Tax ID #2599-93-1784, 215 E. Elm Street, as recorded in the Wayne County Registry.

BACKGROUND: In December 2016, offers were made to the City of Goldsboro for said property. Ms. Jerri J. Johnson and Mr. Terrence Byrdsong, Jr., adjacent property owners, have offered to pay the City the sum of \$1.00 each to acquire this property.

The City of Goldsboro and the County of Wayne acquired this property in April 2007 through foreclosure. At the January 17, 2017 County Commissioners' meeting, the Commissioners declared the substandard property as surplus and authorized the sale. The property's tax value is listed as \$2,550.

DISCUSSION: Per General Assembly of North Carolina, Session Law 2004-94, allows the sale of substandard surplus real property owned alone by the City or jointly owned by the City and by Wayne County by offering it to the adjoining property owners for \$1.00.

It is recommended that Ms. Johnson and Mr. Byrdsong's offers be accepted for 215 E. Elm Street.

RECOMMENDATION: By motion, accept the offers of Jerri Johnson and Terrence Byrdsong, Jr. in the amount of \$1.00 each and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro.

Date: _____

Kaye Scott, Finance Director

Date: _____

Scott Stevens, City Manager

**CITY OF GOLDSBORO
SURPLUS PROPERTY
PIN: 2599-93-1784
215 E. ELM STREET**



CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 - COUNCIL MEETING

SUBJECT: RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF AN
INSTALLMENT FINANCING CONTRACT TO FINANCE A PORTION
OF THE COSTS OF A MULTI-SPORTS COMPLEX

BACKGROUND: The City of Goldsboro and County of Wayne entered into an
intergovernmental agreement on March 6, 2015 and
amended on October 20, 2015 regarding a \$3,000,000 loan.
The funding would be used for the multi-sports complex on
the property owned by Seymour Johnson AFB.

DISCUSSION: The City and County have agreed to enter into an
installment financing contract under the North Carolina
General Statutes Chapter 160A, Article 3, Section 20, in the
amount of \$3,000,000. The County has agreed to loan the
\$3,000,000 for a portion of the costs associated with the
multi-sports project. This loan will bear interest at a rate of
1.5% and be payable over 15 years.

RECOMMENDATION: It is recommended that the attached Resolution be adopted
authorizing the Mayor, City Manager, Finance Director and
City Clerk to sign and execute all the necessary documents
needed with the County of Wayne.

Date: _____
Kaye Scott, Finance Director

Date: _____
Scott Stevens, City Manager

CITY COUNCIL
OF THE
CITY OF GOLDSBORO, NORTH CAROLINA

Excerpt of Minutes
of Meeting of February 20, 2017

Present: Mayor Allen presiding, and Councilmembers: _____

Absent: _____

* * * * *

Councilmember _____ introduced the following resolution, the title of which was read:

**RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE
A PORTION OF THE COSTS OF A MULTI-SPORTS COMPLEX**

WHEREAS, the City of Goldsboro, North Carolina (the “City”) and the County of Wayne, North Carolina (the “County”) have entered into an Intergovernmental Agreement dated as of March 6, 2015, as amended October 20, 2015 (as amended, the “Intergovernmental Agreement”), pursuant to which the City and the County have agreed to undertake the acquisition, construction and equipping of a multi-sports complex that will include eight full-size illuminated multi-sports fields, parking, restrooms, walking trails, shelters, playgrounds and concession facilities (the “Project”); and

WHEREAS, pursuant to the Intergovernmental Agreement, the County has agreed to make a loan to the City in the principal amount of \$3,000,000 in order to provide financing for a portion of the costs of the Project, which loan will bear interest at the rate of 1.5% and be payable over 15 years; and

WHEREAS, the City and the County have determined to enter into an installment financing contract, as authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20, in the amount of \$3,000,000 (the “Contract”) pursuant to which the County will make such loan to the City on the terms described above in order to finance a portion of the costs of the Project, such loan to be secured by a security interest in certain lighting equipment constituting a portion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, meeting in regular session on the 20th day of February, 2017, as follows:

1. The City Council hereby authorizes and directs the Mayor, the City Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Contract on behalf of the City, with such changes and modifications as the person executing and delivering such instruments on behalf of the City shall find acceptable. The Clerk is hereby authorized to affix the official seal of the City to the Contract and to attest the same.

2. Each of the Mayor, the City Manager, the Finance Director and the Clerk is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract and the financing of the Project.

3. All other acts of the Council and the officers of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Project are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Councilmember _____ moved the passage of the foregoing resolution and Councilmember _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Councilmembers _____

Nays: Councilmembers _____

Not voting: Councilmembers _____

* * * * *

I, Melissa Corser, Clerk for the City of Goldsboro, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City at a regular meeting duly called and held on February 20, 2017, as it relates in any way to the resolution hereinabove referenced and that such proceedings are recorded in the minutes of the Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the City Council for the City is on file in my office.

WITNESS my hand and the official seal of the City this 20th day of February, 2017.

Clerk
City of Goldsboro, North Carolina

(SEAL)

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 - COUNCIL MEETING

SUBJECT: RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE AN ADVANCED METERING INFRASTRUCTURE SYSTEM AND CERTAIN VEHICLES AND EQUIPMENT

BACKGROUND: When Council adopted the FY 2016-17 budget, several vehicles were characterized to be purchased through installment financing. Also, the City has been pursuing a fully-automated meter reading system. The City desires to finance the acquisition of the vehicles and equipment along with the water meter reading system.

DISCUSSION: The following vehicles were listed to be purchased by an installment financing agreement pursuant to N.C.G.S. 160A-20:

Equipment	Department	Total Cost
1. Utility Vehicle	Garage	40,000
2. Crew Cab Pick-Up	Streets & Stms.	29,000
3. Skid Steer	Streets & Stms.	75,000
4. Tractor with Loader	Streets & Stms.	30,000
5. Front End Loader	Solid Waste	145,000
6. Aerial Fire Truck	Fire Dept.	1,318,669
7. Equipment for Truck	Fire Dept.	169,051
8. Pick-Up Truck	Parks & Rec.	27,000
9. Passenger Van	Parks & Rec.	60,000
10. Excavator	Dist. & Coll.	193,000
11. Utility Vehicle	Dist. & Coll.	45,000
12. Utility Vehicle	Dist. & Coll.	35,000
Total		\$ 2,166,720

Since these vehicles were needed before financing could be finalized, reimbursement resolutions were adopted by Council at previous meetings.

Requests for Proposals (RFP's) were mailed to over 40 institutions on January 25, 2017 with 14 different financial institutions responding on February 8, 2017. The RFP included loan amount of \$7,600,000, which includes cost of issuance/bank fees:

Vehicle/Equipment	\$2,206,000
Automatic Meter Reading	\$5,394,000
Total Loan Request	\$7,600,000

A listing of the proposals is attached for Council's information.

While the majority of the institutions submitted proposals consistent with the RFP, Bank of America Public Capital Corporation offered the lowest combined interest rate for both the vehicles/equipment and AMI automatic meter reading system. Bank of America presented a rate of 1.8265% for vehicles/equipment over a term of 59 months and 2.4856% for the AMI project over a 15-year term. The combined rate for both financing is 2.3615%.

Davenport, City's Financial Advisor, has reviewed the proposals and recommends the lowest interest rate for the combined financing and the lowest debt service on the installment purchase financing. By selecting Bank of America's bid, the City locks in the lowest cost of financing while maintaining the ability to prepay the loan in the future if needed.

Financing of this project will be authorized through the utilization of an installment contract authorized under North Carolina General Statute 160A-20. The Local Government Commission will meet for approval on this financing at its March 7th meeting.

It is recommended that the City Council accepts the proposal from Bank of America Public Capital Corporation with the combined interest rate of 2.3615 subject to the Local Government Commission's approval on March 7, 2016.

RECOMMENDATION:

It is recommended that the attached Resolution be adopted authorizing the Mayor, City Manager, Finance Director and City Clerk to sign and execute all the necessary documents required for the installment financing contract with Bank of America Public Capital Corporation.

Date: _____

Kaye Scott, Finance Director

Date: _____

Scott Stevens, City Manager

Summary of Bids Received



	A	B	C	D
Option		Option A	Interest Rate	
Lender		Vehicles & Equip.	Option B	Option C
Term		59 Months	AMI Meters	Vehicles / Equip. & AMI
			15 Years	15 Years
1 Bank of America Public Capital Corp		1.8265%	2.4856%	2.3615%
2 Whitney Bank		n/a	n/a	2.3950%
3 US Bank		1.8590%	2.5480%	2.4570%
4 Signature Public Funding		1.9600%	2.7200%	2.6250%
5 Pinnacle Public Finance		2.2200%	2.9100%	2.7100%
6 Texas Capital Bank		n/a	n/a	2.8700%
7 BB&T		2.2000%	2.9700%	2.9700%
8 Capital One Public Funding		2.2900%	3.0900%	2.9800%
9 PNC Equipment Finance		1.8500%	2.6100% ¹	n/a
10 Sterling National Bank		n/a	3.1600% ²	n/a
11 KS Bank		1.5800%	n/a	n/a
12 Key Government Finance ³		2.0950%	1.9460%	1.9120%
13 Southern Bank ⁴		2.8100%	n/a	n/a
14 Baystone Government Finance		3.0800%	n/a	n/a

¹Rate provided for Option B based on a 10 year final maturity.

²Rate is valid for a closing within 30 days of February 9th.

³Rates provided for Options A & B are based on a 5 year final maturity.

⁴Submitted an alternative Bank Qualified rate of 1.92% for Option A.

CITY COUNCIL
OF THE
CITY OF GOLDSBORO, NORTH CAROLINA

Excerpt of Minutes
of Meeting of February 20, 2017

Present: Mayor Allen presiding, and Councilmembers: _____

Absent: _____

* * * * *

Councilmember _____ introduced the following resolution, the title of which was read:

**RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE
AN ADVANCED METERING INFRASTRUCTURE SYSTEM AND
CERTAIN VEHICLES AND EQUIPMENT**

WHEREAS, the City of Goldsboro, North Carolina (the “City”) desires to finance the acquisition and installation of (a) certain vehicles and equipment for use by various City departments and (b) a fully-automated, two-way fixed-base Advanced Metering Infrastructure (AMI) system for water meter reading and related business processes (collectively, the “Equipment”); and

WHEREAS, the City desires to finance the acquisition and installation of the Equipment by executing and delivering an installment financing contract, as authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20; and

WHEREAS, the City sent out a request for proposals to a number of banks relating to the financing; and

WHEREAS, Banc of America Public Capital Corp (the “Bank”) submitted a proposal dated February 8, 2017 (the “Proposal”), pursuant to which the Bank agreed to enter into an installment financing contract with the City in the amount of approximately \$7,600,000 at an interest rate of 2.3615% and with a fifteen year term (the “Contract”) to finance the acquisition and installation of the Equipment and to pay certain costs associated with the financing, to be secured by a security interest in certain of the Equipment for the benefit of the Bank; and

WHEREAS, the proposed form of the Contract has been drafted and presented at this meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, meeting in regular session on the 20th day of February, 2017, as follows:

1. The City Council hereby authorizes and directs the Mayor, the City Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Proposal and Contract on behalf of the City, with such changes and modifications as the person executing and delivering such instrument on behalf of the City shall find acceptable. The Clerk is hereby authorized to affix the official seal of the City to the Contract and to attest the same.

2. Each of the Mayor, the City Manager, the Finance Director and the Clerk is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract and the financing of the Equipment.

3. All other acts of the Council and the officers of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Equipment are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Councilmember _____ moved the passage of the foregoing resolution and Councilmember _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Councilmembers _____

Nays: Councilmembers _____

Not voting: Councilmembers _____

* * * * *

I, Melissa Corser, Clerk for the City of Goldsboro, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City at a regular meeting duly called and held on February 20, 2017, as it relates in any way to the resolution hereinabove referenced and that such proceedings are recorded in the minutes of the Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the City Council for the City is on file in my office.

WITNESS my hand and the official seal of the City this 20th day of February, 2017.

Clerk
City of Goldsboro, North Carolina

(SEAL)

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 - COUNCIL MEETING

- SUBJECT:** RESOLUTION AUTHORIZING EXECUTION OF AWARD AND CONTRACT WITH WATER UTILITY ADVANCED METERING INFRASTRUCTURE PROJECT
- BACKGROUND:** The City has been working with MeterSys in pursuing a fully-automated meter reading system for the past 18 months. This system will eliminate more than 15,000 manual meter reads each month. It will enhance the City's efforts to promote resource conservation, operational efficiencies and customer service.
- DISCUSSION:** On November 28, 2016, the City received five completed responses to its requests for proposals. The selection committee, City staff and MeterSys consultants, evaluated each bidder's submittal and rated each one on the following criteria:
1. Proposal Design
 2. Migrateable Endpoint
 3. Network Design
 4. MDMS and Customer Portal
 5. System Functional Expandability/Future Technologies
 6. Equipment Specifications/Warranty
 7. Installation Qualifications
 8. Similar Projects/Experience
 9. Pricing
- The Committee shortlisted two (2) bidders, Ferguson/Sensus and HD Supply/Neptune. Interviews along with further due diligence efforts were performed. A listing of the proposals are attached for Council's information.
- Based on the results of the shortlisting process, the selection committee along with MeterSys is recommending Ferguson/Sensus for the new Water Utility Advanced Metering Infrastructure project. MeterSys recommends approval to proceed to finalized contract based on the following:
- | | |
|--|-------------|
| 1. Base Price Full AMI (FlexNet) | \$4,691,000 |
| 2. 7.5% Contingency
(Pit Rehab., System Enhancements) | 352,000 |
| 3. Professional Services
(Project Management, Software & Network) | 257,000 |

This price reflects Sensus accuStream meters, which based on MeterSys' analysis of performance, warranty, cost and read accuracy seems to be the best overall option for the City. It has been calculated that the City should gain a payback on capital between 7-8 years while benefitting from 15 or more years of high performing, efficient meter reading.

Also, it is recommended that MeterSys continue to provide support services to the City for procurement and AMI solution for water meters per master agreement.

RECOMMENDATION:

It is recommended that the attached Resolution be adopted authorizing the Mayor, City Manager, Finance Director and City Clerk to sign and execute contract with Ferguson/Sensus for the Water Utility Advanced Metering Infrastructure Project.

Date: _____

Kaye Scott, Finance Director

Date: _____

Scott Stevens, City Manager

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, FINANCE
DIRECTOR AND CITY CLERK TO SIGN A CONTRACT FOR WATER UTILITY
ADVANCED METERING INFRASTRUCTURE PROJECT

WHEREAS, the City of Goldsboro wishes to enter into a contract with
Ferguson/Sensus for the water utility metering infrastructure project; and

WHEREAS, the City's selection committee recommends Ferguson/Sensus as
the best qualified company for the City's meter reading project; and

WHEREAS, Ferguson/Sensus' bid price for this project is \$4,691,000.

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

1. The Mayor, City Manager, Finance Director and City Clerk are hereby
authorized to sign a contract with Ferguson/Sensus.
2. This Resolution shall be in full force and effect from and after this the ____
day of _____ 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

Analysis Category Summary	Ferguson Sensus	BRS/Fortiline- Mueller	HD Supply Neptune	Aclara Badger	Pedal Valves /Badger
AMI Traditional RF Endpoint Network Design (If Priced Separately From Table B or Table C)	\$ 1,801,200	\$ 1,787,612		\$ -	\$ 1,185,528
AMI Endpoint Cellular (Alternative to Traditional Gateway Network Design)	\$ -	\$ -	\$ -	\$ -	\$ 180,273
Hosted AMI Reading Data Management Software Year One	\$ 36,013	\$ 22,421	\$ 80,000	\$ 23,400	\$ 57,781
AMI Network Data Collector	\$ 40,000	\$ 18,196	\$ 146,250	\$ 102,443	\$ 116,029
AMI Network Data Repeater/Sub-collector/Appurtenances	\$ -	\$ 68,118	\$ 210,775	\$ -	\$ -
AMI Endpoint Programming Handheld	\$ 1,000	\$ 21,870	\$ 5,500	\$ 9,486	\$ -
Training (Installation, Hardware, and Software)	\$ 10,000	\$ 3,600	\$ 14,000	\$ 34,200	\$ 5,605
AMI Network Installation (Collector, Repeater/Sub-collector)	\$ 40,000	\$ 50,250	\$ 300,000	\$ -	\$ -
Hosted Consumer Portal	\$ -	\$ 10,000	\$ 48,000	\$ -	\$ 10,500
MDM/Utility Billing Integration	\$ 6,000	\$ 7,900	\$ 50,000	\$ -	\$ 5,000
Project Management	\$ 24,490	\$ 102,700	\$ 34,000	\$ 64,884	\$ 100,000
Other		\$ 129,086		\$ 3,250	\$ 435,159
Other				\$ 84,752	
Other				\$ 4,180	
Other				\$ 400	
5/8" x 3/4"	\$ 1,668,557	\$ 2,040,028	\$ 3,092,415	\$ 2,741,383	\$ 1,767,692
3/4"					
1"	\$ 285,516	\$ 392,847	\$ 541,639	\$ 440,595	\$ 344,107
1 ½"	\$ 147,559	\$ 159,781	\$ 118,018	\$ 153,639	\$ 124,132
2"	\$ 289,066	\$ 256,237	\$ 277,552	\$ 302,307	\$ 256,022
3"	\$ 41,232	\$ 80,089	\$ 39,077	\$ 73,172	\$ 32,862
4"	\$ 40,517	\$ 54,804	\$ 88,688	\$ 53,846	\$ 24,673
6"	\$ 55,796	\$ 66,078	\$ 85,584	\$ 61,598	\$ 40,671
8"	\$ 62,862	\$ 61,635	\$ 119,320	\$ 54,257	\$ 31,366
10"	\$ 38,176	\$ 30,387	\$ 52,410	\$ 37,056	\$ 15,236
Mobilization	\$ 3,000	\$ 5,000		\$ 23,684	\$ 150,000
Performance and Payment Bond	\$ 100,000		\$ 300,000	\$ 20,000	\$ 48,100
TOTAL	\$ 4,690,984	\$ 5,368,638	\$ 5,603,228	\$ 4,288,534	\$ 4,930,735

**CITY OF GOLDSBORO
AGENDA MEMORANDUM**

February 20, 2017 COUNCIL MEETING

SUBJECT: Resolution – Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (Assistance, Procurement, and Disbursement Policies)

BACKGROUND: Hurricane Matthew was one of the strongest hurricanes to form in the Atlantic Ocean in a decade. Through the Disaster Recovery Act of 2016, the General Assembly has authorized an allocation of \$20 million to the North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund to help many of those in our state who have suffered from this disaster. The City of Goldsboro applied for the first cycle of available grant funds in January 2017 from NCHFA through the Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) in the amount of \$150,000. This grant is to be in conjunction with the City's Community Development Block Grant Program.

DISCUSSION: NCHFA has awarded the City in this first cycle of available funding in the amount of \$150,000 through the Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) to assist eligible owner-occupied homes affected by Hurricane Matthew with repair/modification up to \$40,000 per home. The time period of this grant is 30 months starting January 24, 2017 and ending on June 30, 2019.

RECOMMENDATION: By motion, adopt the attached adopting and approving the ESFRLPDR Assistance, Procurement, and Disbursement Policies to conduct this Urgent Repair Program in conjunction with the City's Community Development Block Grant Program.

Authorize the Mayor and City Clerk to sign the ESFRLPDR Assistance, Procurement, and Disbursement Policies.

Date: _____

Community Relations Director

Date: _____

City Manager



City of Goldsboro, Wayne County Essential Single-Family Rehabilitation Loan Pool - Disaster Recovery Assistance Policy

What is the Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery?

City of Goldsboro has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the Essential Single-Family Rehabilitation Loan Pool -Disaster Recovery (“ESFRLP-DR”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation owner-occupied homes damaged by Hurricane Matthew, Tropical Storms Julia and Hermine. The funds provided by NCHFA come from the North Carolina Housing Trust Fund. The City of Goldsboro has been allocated an initial set-aside of \$150,000 which it plans to apply toward the rehabilitation of at least three houses in City of Goldsboro and Wayne County. After demonstrating successful use of the initial set-aside, the City may access additional funds, when available, on a unit-by-unit basis from the ESFRLP-DR loan pool.

This Assistance Policy describes who is eligible for assistance under ESFRLP-DR, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. City of Goldsboro has designed the ESFRLP-DR project to be fair, open and consistent with its approved application for funding and with ESFRLP-DR Program Guidelines.

Who is Eligible to Apply?

There are five major requirements to be eligible for ESFRLP-DR assistance:

- 1) The housing unit to be rehabilitated with ESFRLP-DR funds must be located in Wayne County, and must be owner-occupied;
- 2) The gross annual household income must not exceed 100% of the Area Median Income for the City (see income limit table on the following page);
- 3) The home must have received at least \$5,000 of damage from either Hurricane Matthew, Tropical Storms Julia and/or Hermine.
- 4) The cost of rehabilitation cannot exceed the ESFRLP-DR Program limit of \$40,000.
- 5). The homeowner cannot have been approved to receive a loan from the Small Business Administration to repair damages to their home due to Hurricane Matthew, Tropical Storms Julia and/or Hermine.

Unfortunately, not all homes can be rehabilitated to meet either the local minimum housing standard or the Essential Rehabilitation Standard with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all the following requirements:

- The property must require at least \$5,000 of improvements to meet the Essential Property Standard or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a full masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. City of Goldsboro's Community Relations Director will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. City of Goldsboro staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Community Relations Director will work with the homeowner to make this determination.
- The property may be located in the 100 year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must be in compliance with City of Goldsboro and Wayne County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. *(City of Goldsboro will verify whether the home is in the flood plain.)*

Income Limits for City of Goldsboro, Wayne County's Essential Single-Family Rehabilitation Loan Pool -Disaster Recovery

Number in Household	30% of Median Income	50% of Median ("Very Low Income")	80% of Median ("Low Income")
1	\$11,200	\$18,650	\$29,800
2	\$12,800	\$21,300	\$34,050
3	\$14,400	\$23,950	\$38,300
4	\$15,950	\$26,600	\$42,550
5	\$17,250	\$28,750	\$46,000
6	\$18,550	\$30,900	\$49,400
7	\$19,800	\$33,000	\$52,800
8	\$21,100	\$35,150	\$56,200

*Income limits are subject to change based on annually published HUD HOME Limits.

How are applications ranked?

There are many more ESFRLP-DR-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, City of Goldsboro has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. City of Goldsboro will rank applications on a first-come, first-approved, and first-served basis. City of Goldsboro may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered per the feasibility of the repairs and the continued first-come, first-approved, and first-served basis.

Definitions under ESFRLP-DR are:

- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application.

Recipients of assistance under ESFRLP-DR will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are The Terms of Assistance Under ESFRLP-DR?

The form of ESFRLP-DR assistance is a 0% interest, forgivable loan covering the hard and soft costs associated with the rehabilitation of the home. Homeowners will receive an unsecured deferred, interest-free loan. As long as the homeowner is not in default, the loan will be forgiven at a rate of \$5,000 per year, until the principal balance is reduced to zero. Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

As long as the borrower lives in the home, no payments on the loan will be required. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible.

NCHFA may pay an amount for soft costs not to exceed \$10,000 to City of Goldsboro as part of the loan. Soft costs include application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding to complete the repair of the home.

What Kinds Of Work Will Be Done?

Each house selected for assistance, upon completion of the rehabilitation, must meet either NCHFA’s Essential Property Standard or City of Goldsboro’s Minimum Housing Code. These are so-called “habitability standards” which set minimum standards for decent, safe and sanitary living conditions.

These requirements are spelled out in full in the ESFRLP-DR Administrator's Manual which you may view, at reasonable times, upon request, at the Community Relations office of City of Goldsboro or anytime online at NCHFA.com.

Of course, contractors performing work funded under ESFRLP-DR are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards.

Who Will Do The Work On The Homes?

City of Goldsboro is obligated under ESFRLP-DR to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these requirements, City of Goldsboro will invite bids only from general contractors who are part of an "Approved Contractors Registry". For additional information about procurement and disbursement procedures, please refer to the ESFRLP-DR Procurement and Disbursement Policy for City of Goldsboro.

- All qualified members of the Approved Contractors Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are The Steps In The Process, From Application To Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery and what type of work can be done through the Program. Let's go through the steps for getting the work done:

- 1. Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by contacting Shycole Simpson-Carter, Community Relations Director, at (919) 580-4359. Proof of ownership and income will be required. Those who have applied for housing assistance from City of Goldsboro in the past will not automatically be reconsidered and must complete a new pre-application form.
- 2. Client Referral and Support Services** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool - Disaster Recovery may also need other services. If the staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the City/County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP-DR program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program.
- 3. Preliminary inspection:** City of Goldsboro Community Relations Director and Chief Building Administrator will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.

4. **Screening of applicants:** Applications will be ranked by City of Goldsboro based on a first-come, first-approved, and first-served basis on the priority system outlined on page 3 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected as soon as possible. Household income will be verified for program purposes only (information will be kept confidential). City of Goldsboro, Wayne County will verify ownership of the property by conducting a title search. From this review, at least three qualified applicants will be chosen according to the priority system described above; there will be a list of two (2) alternates. City of Goldsboro, Wayne County will then submit to NCHFA an ESFRLP-DR Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP-DR assistance will be notified in writing.
5. **Pre-rehab inspection & unit evaluation:** City of Goldsboro's HQS Specialist from Triangle Construction Management Co. (TCMC) will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
6. **Work write-up:** The City's HQS Specialist from TCMC will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the City's HQS Specialist from TCMC and the Community Relations Director and held in confidence until bids are received from contractors.
7. **Lead and Other Testing:** City of Goldsboro will arrange for a certified firm to inspect all the pre-1978 constructed homes for potential lead and asbestos hazards. All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
8. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Finance Conference Room located at the City of Goldsboro, Annex, 200 N. Center Street, Goldsboro, NC at a specified date and time, with all bidders invited to attend.
9. **Contractor selection:** Within 72 hours of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the City's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
10. **Loan closing and contract execution:** Loan documents (Legal Advice Disclosure and Promissory Note) will be prepared by City of Goldsboro as the lender and executed by the homeowner. The homeowner must sign a NCHFA "Legal Advice Disclosure" which documents their understanding that they have the right to hire legal representation of

their choosing at the loan closing. Rehabilitation contract documents will be executed by the homeowner and contractor with City of Goldsboro signing on as an interested third party prior to the commencement of any construction. City of Goldsboro will facilitate with the loan closing.

- 11.Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and City of Goldsboro Community Relations staff will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. City of Goldsboro will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
- 12.Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. City of Goldsboro Community Relations staff and Chief Building Inspector will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property, the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 13.Change Orders:** All changes to the scope of work must be approved by the owner, the contractor and two representatives of the City and reduced in writing as a contract amendment ("change order"). The owner, contractor and two City of Goldsboro personnel/consultant must execute any change order agreements to the construction contract.
- 14.Progress payments:** The contractor is entitled to request two partial payments and a final payment. When a payment is requested, the Housing/Mechanical Inspector will inspect the work within three days.
- 15.Closeout:** When the Housing/Mechanical Inspector and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Chief Building Administrator and Community Relations Director will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work.
- 16.Post-construction conference:** Following construction, the contractor and the Community Relations Director will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Community Relations Director will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
- 17.Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed because of change orders, City of Goldsboro will prepare an estoppel for a loan reduction or modification agreement for loan increases as necessary at

the time of closeout of the unit to modify the loan amount. The loan will remain the property of City of Goldsboro, with original documents remaining there for storage and “servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish.

The warranty period: It is extremely important that any problems with the work that was performed be reported by the homeowner to the City of Goldsboro’s Community Relations Director or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting January 1, 2017.
- Applications must be turned in at the City of Goldsboro Community Relations Office by 5:00 PM on October 31, 2017.
- Selection of units will be made before November 30, 2017.
- All rehabilitation work must be under contract by December 31, 2017.
- All rehabilitation work must be completed by June 30, 2018.

How do I request an application?

Contact:

Shycole Simpson-Carter, Community Relations Director
City of Goldsboro
Community Relations Department
214 N. Center Street
Goldsboro, NC 27530
919-580-4359
ssimpson@goldsboronc.gov or cjohnson@goldsboronc.gov

Or: pick up an application at the physical address provided right above.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, City of Goldsboro realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Randy Guthrie, Assistant City Manager, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.

2. A written appeal must be made within 10 business days of the initial decision on an application.
3. City of Goldsboro will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed per the contract, he/she must inform the contractor and the Community Relations Director.
2. The Community Relations Director will inspect the work in question. If he finds that the work is not being completed according to the contract, the Community Relations Director will review the contract with the contractor and ask the contractor to correct the problem.
3. If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Community Relations Director and facilitated by City of Goldsboro Assistant City Manager.
4. Should the mediation conference fail to resolve the dispute, the Assistant City Manager will render a written final decision.
5. If the Community Relations Director finds that the work is being completed according to contract, the complaint will be noted and the Community Relations Director and the homeowner will discuss the concern and the reason for the Community Relations Director's decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with City of Goldsboro's final decision may appeal to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City of Goldsboro employees who are directly involved in the program, the North Carolina Housing Finance Agency, HUD, FEMA, SBA, Emergency Management and auditors.

What about conflicts of interest? No employee or board member of City of Goldsboro or entity contracting with City of Goldsboro, who exercises any functions or responsibilities with respect to the ESFRLP-DR project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City of Goldsboro employees or of City of Goldsboro, Wayne County board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Goldsboro City Council and written permission from NCHFA.

What about favoritism? All activities under ESFRLP-DR, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about the ESFRLP-DR program? Any questions regarding any part of this application or program should be addressed to:

Shycole Simpson-Carter, Community Relations Director
City of Goldsboro
Community Relations Department
214 N. Center Street
Goldsboro, NC 27530
919-580-4359
ssimpson@goldsboronc.gov or cjohnson@goldsboronc.gov

This Assistance Policy is adopted this ____ day of _____ 2017.

ESFRLPDR Assistance Policy, approved and adopted by the City of Goldsboro, this ____ day of _____, 2017.

By: _____
Chuck Allen, Mayor

Witness my hand and official seal, this ____ day of _____, 2017.

(Official Seal)

Notary Public

My commission expires _____, 20____.

RESOLUTION NO. 2017 –

RESOLUTION APPROVING ESFRLP-DR ASSISTANCE,
PROCUREMENT, AND DISBURSEMENT POLICIES RESOLUTION

WHEREAS, the City of Goldsboro applied for a grant in January, 2017 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) funds in the amount of \$150,000; and

WHEREAS, these funds will be used to assist eligible owner-occupied homes affected by Hurricane Matthew with repair/modification up to \$40,000 per home.

WHEREAS, the City Council on February 6, 2017 authorizing the Mayor and City Clerk to accept and sign a contract with NCHFA in the amount of \$150,000 for Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) funds in conjunction with the City's Community Development Block Grant Program.

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

1. That the documents entitled "City of Goldsboro Essential Single-Family Rehabilitation Loan Pool - Disaster Recovery Assistance Policy" and "City of Goldsboro ESFRLPDR Procurement and Disbursement Policy", copies of which are attached hereto and incorporated herein by reference, are hereby adopted and approved, and the Mayor and City Clerk is hereby authorized and directed to the same for and on behalf of the City.
2. This Resolution shall be in full force and effect from and after the 20th day of February, 2017.

Approved as to Form only:

Reviewed By:

City Attorney

City Manager



City of Goldsboro
Community Relations Department
ESFRLPDR Procurement and Disbursement Policy

PROCUREMENT POLICY

1. To the maximum extent practical, the City of Goldsboro (the City) promotes a fair, open, and competitive procurement process as required under the North Carolina Housing Finance Agency's ESFRLPDR). Bids are invited from Contractors who are part of the City's approved contractor registry. To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Community Relations Director and submit proof of insurance. Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 10%, in either direction, of the City's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The City reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City's Housing/Mechanical Inspector and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 30 business days for processing of the invoice for payment.

The contractor is entitled to request two partial payments and a final payment. When a payment is requested, the Housing/Mechanical Inspector will inspect the work within three days.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Housing/Mechanical Inspector, payment may be withheld until such time the work is satisfactory. (Contractors may follow the City's ESFRLPDR Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies approved and adopted by the City of Goldsboro, this ____ day of _____, 2017.

By: _____
Chuck Allen, Mayor

Witness my hand and official seal, this ____ day of _____, 2017.

(Official Seal)

Notary Public

My commission expires _____, 20____.

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

Contractor: _____

Company Name: _____

Witness: _____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 COUNCIL MEETING

SUBJECT: Stoney Creek Sewer Outfall Rehabilitation
FBR No. 2016-001 – Change Order No. 2

BACKGROUND: Staff requested Insituform Technologies, the contractor for this project, to provide costs for additional rehabilitation of segments of 24" sewer pipe upstream of the original scope of the Stoney Creek Sewer Outfall Rehab. Insituform Technologies submitted costs for additional rehabilitation work shown below:

<u>Description</u>	<u>Total Price</u>
Preliminary CCTV Inspection	\$ 9,440.00
24-Inch CIPP Liner (350 LF)	\$ 81,900.00
5' Diameter Rehab w/ Epoxy Liner	\$ 16,537.50
Bypass	\$ 309,639.70
Traffic Control	\$ 3,548.90
Manhole Invert Opened for CIPP	\$ 887.20
Remove Suction MH Ring/Cover	\$ 2,957.40
Remove Tuberculation (Ductile Pipe)	\$ 4,732.00
24-Inch CIPP Liner (1200 LF)	\$ 126,960.00
Total Change Order No. 2	\$ 556,602.70
Original Contract Amount	\$2,674,612.50
Previous Contract Amount w/C.O. No. 1	\$2,844,378.09
New Contract Amount	\$3,400,980.79

DISCUSSION: The Stoney Creek Sewer Outfall Rehabilitation is funded by a Clean Water State Revolving Fund Loan in the amount of \$2,674,612.50. We have reviewed the financing of Change Order No. 2 with the Division of Water Infrastructure and determined that the City of Goldsboro is eligible for additional SFR funding up to 10%.

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached resolution authorizing the City Manager to execute a change order totaling \$556,602.70 with Insituform Technologies for Stoney Creek Sewer Outfall Rehab.

Date: 13 FEB 17


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

Date: _____

Scott A. Stevens, City Manager

RESOLUTION NO. 2017 –

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CHANGE ORDER WITH INSITUFORM TECHNOLOGIES
FOR STONEY CREEK SEWER OUTFALL REHABILITATION
FORMAL BID REQUEST NO. 2016-001

WHEREAS, the City Council of the City of Goldsboro awarded a contract to Insituform Technologies on February 15, 2016 in the amount of \$2,674,612.50 for Stoney Creek Sewer Outfall Rehabilitation; and

WHEREAS, the City of Goldsboro requested Insituform Technologies to provide costs for additional rehabilitation of segments of 24" sewer pipe; and

WHEREAS, Insituform Technologies submitted a price of \$556,602.70 for the subject changes to the existing rehab project;

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to issue a change order to Contract No. 2016-001 with Insituform Technologies in the amount of \$556,602.70;

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

1. The City Manager is hereby authorized and directed to execute a change order in the amount of \$556,602.70 with Insituform Technologies for Stoney Creek Sewer Outfall Rehabilitation.
2. This resolution shall be in full force and effect from and after the _____ day of _____, 2017.

Approved as to Form Only:

Reviewed by:

City Attorney

City Manager

Departmental Monthly Reports January 2017

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works
8. Finance
9. Planning
10. Engineering
11. Fire
12. Police
13. Parks and Recreation
14. Public Utilities
15. Travel and Tourism

Human Resources Management Department MONTHLY REPORT – JANUARY 2017

Prepared by: Pamela C. Leake

The Human Resources Department advertised 14 positions this month and processed 391 applications. Five notices were sent to applicants interviewed but not selected for hire, and 62 notices were sent to applicants who were not selected for an interview. Fifteen new hires came on board this month: 12 full-time (**Octavius Murphy** – Assistant to the City Manager; **Stacy Kearney** – Compost Plant Operator; **Jonathan Geene**, **Edwin Hardy**, **Tyler Herring**, and **Tyler Lamm** – Firefighters; **Kimberly Tovar** – Operator I, Water Reclamation Facility, and **Yonny Compos**, **Marco Kalkbrenner**, **Kathryn Keeton**, **Romelio Sanchez**, and **Christopher Wiggins** – Police Officer Trainees. Three part-time employees were hired, all Building Attendants for Paramount Theatre – **Beecher Britt**, **Raquel Coley**, and **Charlotte Williams**. There were three resignations: Faye Caviness – Human Resources Director; Carley Davis – Human Resources Technician, and Suretha Williams – Custodian. There was one termination. Total employment for the month was **489**: 410 full-time employees and 79 part-time employees. Leadership training was held January 31. This was the last of a four-part series for supervisors and emerging leaders. The topics of discussion were “**Time Management, Intergenerational Relationships, and Succession Planning**.” 32 employees attended the session.

Hazard Communication was this month’s safety topic. Training was held at the Water Plant, Water Reclamation Facility, and Compost Facility. Employees attended the sessions. The Safety Committee met and reviewed two cases. Recommendations were submitted to the City Manager for final review. The Safety Coordinator continues to visit worksites to insure compliance with OSHA regulations. Data compilations are underway for this year’s OSHA accident and injury report.

There were no health beat training activities for the month ending January 31, but the nurse will start hearing testing as part of the Hearing Conservation Program next month. The booth is being set up and employees from affected departments will be tested. There were 97 clinic visits. The Biggest Winner contest started January 1 and 19 participants have signed up. Employees are doing weekly weigh-ins with the nurse. There were no random or post-accident drug screens this month.

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	391												
New Hires*	12												
Separations*	3												
Vehicle Accidents	2												
Workers Compensation	1												

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	337	235	534	291	184	186	475	302	253	236	180	212	285
New Hires*	2	5	3	2	5	3	0	5	4	5	2	3	4
Separations*	3	3	9	2	3	2	1	5	9	4	2	8	5
Vehicle Accidents	5	1	8	5	4	3	2	1	1	2	1	2	3
Workers Compensation	8	3	1	6	5	3	6	8	8	1	4	3	5

*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.

Coming in February



Community Relations Department

Monthly Report – January 2017

Prepared By: *Shycole Simpson-Carter*

- The Community Affairs Commission met on Tuesday, January 10, 2017. The next scheduled meeting is Tuesday, March 14, 2017 at 7:00 p.m.
- There were 5 housing and 2 consumer (employment) complaints submitted for the month of January. All complaints were submitted through the 311/GIS system or to the designated community resource.
 - The housing complaints were pertaining to substandard housing conditions of rental properties (i.e., structural hazards, mold, the presence of insects and vermin, and inadequate sanitation).
- NCHFA has awarded the City two grants Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) \$150,000 and 2016 Urgent Repair Program (URP16) \$100,000. The Essential Single-Family Rehabilitation Loan Pool – Disaster Recovery (ESFRLP-DR) is to assist eligible owner-occupied homes affected by Hurricane Matthew with repair/modification up to \$40,000 per home. The 2016 Urgent Repair Program (URP16) is to assist a minimum of fifteen (15) eligible very-low and low-income homeowners with urgent repairs up to \$8,000 per home to prevent displacement, which poses an imminent threat to their life and/or safety.
- Goldsboro Youth Council (GYC) met on Wednesday, January 4th and 18th, 2017. On Saturday, January 28, 2017, Goldsboro Youth Council Members volunteered at First Christian Church for the Last Saturday Supper. They made sandwiches and distributed supper to the homeless. This is a project that the GYC has been doing all year on the last Saturday of each month. The next scheduled meetings are Wednesday, March 1st and 15th, 2017 at 7:00 pm.
- The Mayor's Committee for Persons with Disabilities met on Thursday, January 19, 2017. The next scheduled meeting is March 16, 2017 at 12:00 pm.
- The next schedule Community Fun Day to be held within Fairview Park will be March 18, 2017. This will be Job & Career Development Fair as well, with Vendors from NC Wesleyan, WCC, Case Farm, & NC Commerce Mobile Career Bus to name a few.
- The Community Relations Director attended the following meetings, workshops, or trainings:
 - Job Plus Advisory Board Meeting, HUD's Mayor's Challenge to End Homelessness Meeting, Juvenile Crime Prevention Committee, WCC Cultural Diversity/Global Panel Discussion - MLK Day, Wayne County Long Term Recovery Committee, WAGES Senior Companion Advisory Board Meeting, NC Serves-Kelli Willoughby-USO, GWTA Tab and Board of Director Meetings, West Haven Apts. and Fairview Homes Resident Council Meetings, and other meetings with citizens and community leaders/stakeholders

2017 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5												5
Consumer	2												2
2016 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	3	1	2	6	2	5	1	3	1			8	3
Consumer	1	3	1	1	1	0	2	0	1			0	1

Monthly Report-January 2017

Goldsboro Inspections Department
Monthly Report – Jan 2017
Prepared By: Allen Anderson

The valuation of all building permits issued during the month of January totaled \$10,990,020. Two (2) of these permits were new residential single family dwellings at a valuation of \$472,900.

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 \$5,200,603.

All permit fees collected for the month totaled \$31,457. Of the permit fees collected for the month \$3,000 was collected in technology fees. Plan review fees collected during the month totaled \$1,150. Business Registration fees collected \$520.

The Inspectors did a total of 836 inspections for the month. During the month of January four (4) business inspections were completed. A total of 384 permits were issued for the month. Forty-three (43) plan reviews were completed for January. We now have a total of 194 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$11												
Residential (thousands)	\$473												
Miscellaneous**(millions)	\$5												
Permit Fees (thousands)	\$31												
Inspections (total)	836												
Permits Issued (total)	384												
Plan Reviews Completed	43												
Minimum Housing in Process	194												

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$3	\$7	\$7	\$3	\$2	\$3	\$4	\$6	\$2	\$25	\$3	\$7	\$6
Residential (thousands)	\$740	\$380	\$430	\$240	\$748	\$558	\$1m	\$1m	\$260	\$79	\$191	\$440	\$506
Miscellaneous**(millions)	\$2	\$3	\$3	\$3	\$3	\$1	\$3	\$2	\$1	\$3	\$4	\$2	\$3
Permit Fees (thousands)	\$38	\$54	\$61	\$38	\$50	\$30	\$43	\$46	\$36	\$33	\$48	\$26	\$42
Inspections (total)	544	519	550	463	551	614	509	621	593	565	1107	908	629
Permits Issued (total)	268	266	293	237	327	329	332	351	252	1241	644	493	419
Plan Reviews Completed	50	44	83	52	93	47	58	74	54	43	54	40	58
Minimum Housing in Process	242	214	212	220	251	251	249	251	255	255	255	255	243

January 2017

Prepared By: Julie Metz, Director

Current Projects Staff Worked On Over the Month Include:

- Staff coordinated with contractors to continue work on their building due to the damage they received during the hurricane. The staff temporarily moved their offices to Historic City Hall until their building can be utilized.
- Staff worked through the NEPA, STIP/TIP, Section 106, Schedule, Budget and Scope documents as well as preparing the Paper Grant Agreement relating to TIGER VIII.
- Staff worked to prepare the Goldsboro's Main Street accreditation package to submit January 6, 2017 to retain our national accreditation.
- Staff met with Margaret Baddour about coordinating Father of the Bride, a play/fundraiser for DGDC to be held at the Paramount January 20 and 21. The fundraiser grossed \$7,000.
- DGDC/Downtown Annual Sponsorship Campaign: Began January 2017. An effort to raise \$70,000 to fund Center Street Jams and other DGDC Board downtown events and activities for the year.
- DGDC staff worked with Public Works to get Cornerstone Award plaque installed.
- Staff worked to create new Incentive Program and met with DGDC Executive Committee to get input.

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

- Staff facilitated and attended the following monthly meetings; DGDC Board (1/18), DGDC Executive Committee (1/11), DGDC Promotions Committee (1/10), DGDC Design Committee (1/10) and DGDC EV Committee (1/10).
- Staff worked with the Small Business Center to revise the applications for Small Business of the Year and Small Business Start-up of the Year. Staff has made the application available to all of the downtown merchants and encouraged them to submit applications. Applications are due on January 5 and winners will be announced at the Chamber's Annual Awards Dinner on January 26, 2017.
- Staff attended the Chamber banquet where one downtown business won an award. Carolina Pine Country Store won the Small Business of the Year Award.
- Staff created ads for Go, Buzz, News-Argus and billboards on Wayne Memorial for upcoming events.
- Staff filmed WGTV segments to promote downtown.
- Staff held a call with a consultant for downtown revitalization in North Carolina wanting information about the success of our downtown revitalization.
- Staff attended City Leadership Training, January 31st.
- Staff worked with Chamber to assure installation of Cornerstone plaque at Cornerstone Commons.
- Staff met with representatives from Three Eagles Rotary to discuss logistics for the April Three Eagles Beer Festival.
- Staff met with Elks Lodge on January 19th about Wings of Wayne Military Appreciation event in May.
- Staff met with reps. on Jan. 17th about the Greater Goldsboro Road Race that will be downtown on April 8th.
- Staff met with the new PD Operations Major, Dwayne Dean, on January 26th to discuss road closure requests.
- Staff attended a Beak Week Meeting on January 24th.
- Staff attended a "Have a Heart" meeting on January 20th.
- Staff met with IT to discuss having a database created.

Upcoming Events/Activities Staff are Preparing For:

- Staff assisted the organizers of the Carolina Games Summit.
- Shop the Block: March 3-4

Businesses Opened Over the Month or Are Planning to Open Soon:

- Manifest Home, 107 N. Center Street
- All About Taxes, 103 N. John Street

Other Activities or Projects that Occurred:

- Erin presented on behalf of DGDC at the January 24th SJAFB Newcomer's Briefing.
- Staff met with 8 potential new property owners and/or new business interests.
- Staff met with and visited 30 current business owners during the month.
- During the month, staff received 101 visitors, 475 phone calls in, 132 phone calls out, 2,879 emails in, 1,614 emails out, 135 hours (approximately) of visits/meetings with businesses/property owners.

Information Technology

Monthly Report – January 2017

Prepared by: Jamie Metz

- Completed computer replacements for all departments.
- Mounted Tsunami cameras and configured them for use by City staff. Worked with Duke Energy Progress and the Police Department to identify locations around the City. Five locations were designated and more will be identified in the near future.
- Installed new virtual server and software for back-up and disaster recovery.
- Completed physical fiber installation to the Water Reclamation Facility. Completion of splicing and network configuration to bring the Water Reclamation Facility and Compost Plant on the City Network will be completed in February.
- Updated SPEDE program for the Police Department.
- Replaced three printers due to failure.
- Installed new cameras in revenue to monitor individual stations in addition to the full room.
- Configured the lobby of the GWTA for presentations with sound and video over the lobby TV using the network to transport the video and sound from an input source, such as a laptop.
- Installed ten new monitors to replace failed and out dated devices.

2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	492												492
Tickets Closed	483												483

2016	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	296	383	306	355	351	444	419	455	406	470	497	457	403
Tickets Closed	319	354	266	375	322	437	432	458	374	456	403	475	389

Monthly Highlights

- ✓ **Bldg. Maint.:** Completed 50+ misc. items - removed bulbs/wiring from Holly St water tower for repairs; installed temporary power at golf course lift station and coordinated moving two modular office units.
- ✓ **Solid Waste:** Leaf & Limb section oversaw grinding & removal of all debris on John St; currently overseeing contractor to remove damaged trees and hazardous stumps from within the City.
- ✓ **D&C:** Completed 55 sewer repairs--majority are in direct support of engineering's I & I project.
- ✓ **Streets & Storms:** Replaced apron on Pineridge Lane & curb/gutter on Walnut St; winter storm prep - salted & sanded streets; started McAuthor St. & Mimiso Park ditch/easement renovation projects - McAuthor is done.

Departments		2017												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	33.5												33.5
	Lines Camera'd (1000-ft)	4.5												4.5
	Water Repairs	42												42.0
	Sewer Repairs	55												55.0
	Hydrants Replaced/Fixed	24												24.0
	Meter Install/Changed	48												48.0
Bldg Maint.	Radio, Electrical, Bldg	164												164.0
	Sign Repairs	65												65.0
Garage	Total Work Orders	334												334.0
	Total Fuel Cost (x1000)	\$ 57												57.0
Solid Waste	Refuse (x1000 tons)	0.9												0.9
	Recyclables (tons)	70												70.3
	Leaf-n-Limbs (x1000 tons)	0.7												0.7
Cemetery Funerals		3												3.0
Streets & Stormwater	Utility Cut Repairs	15												15.0
	Pot Hole Repairs	57												57.0
	Streets Swept (miles)	144												144.4
	ROW Mowing (ac)	0												0.0
	City-Owned Lots Mowing	0												0.0
2016														
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	6.0	16.3	5.8	14.2	4.0	7.4	27.7	39.3	29.2	11.1	28.1	16.1
	Lines Camera'd (1000-ft)	4.2	16.7	5.6	3.2	3.4	2.5	0.0	1.0	4.6	7.3	10.7	7.6	5.6
	Water Repairs	28	19	26	21	21	44	21	30	16	10	43	27	25.5
	Sewer Repairs	5	4	10	4	4	3	5	6	5	4	34	52	11.3
	Hydrants Replaced/Fixed	22	8	18	37	8	42	29	23	15	4	12	18	19.7
	Meter Install/Changed	66	67	71	43	52	33	51	58	25	20	34	38	46.5
Bldg Maint.	Radio, Electrical, Bldg	149	142	52	100	183	119	138	213	206	103	115	138	138.2
	Sign Repairs	39	56	74	74	61	67	72	70	61	53	65	66	63.2
Garage	Total Work Orders	337	273	288	301	371	304	353	362	296	368	227	307	315.6
	Total Fuel Cost (x1000)	\$ 58	\$ 49	\$ 53	\$ 51	\$ 55	\$ 48	\$ 57	\$ 62	\$ 45	\$ 66	\$ 38	\$ 48	52.5
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.0	0.8	0.9	0.8	0.9	0.9	0.8	1	1.1	0.9
	Recyclables (tons)	101	96	99	77	104	104	95	89	93	80	109	95	95.2
	Leaf-n-Limbs (x1000 tons)	0.6	0.5	1.6	0.8	1.0	1.0	0.9	0.8	0.8	0.7	1	1.2	0.9
Cemetery Funerals		7	6	6	8	6	10	7	7	6	3	4	10	6.7
Streets & Stormwater	Utility Cut Repairs	0	8	16	0	21	25	6	19	2	9	11	1	9.8
	Pot Hole Repairs	100	111	52	151	58	97	30	37	19	31	36	74	66.3
	Streets Swept (miles)	93.3	125	129	83.4	174	193	126	193	93	143	139	102	132.9
	ROW Mowing (ac)	0	0	9	27.0	44.0	63.0	55.0	38.5	24.0	8.0	0	0	22.4
	City-Owned Lots Mowing	0	0	2	160	122	124	166	156	274	65	95	0	97.0

Finance Department

Monthly Report - January 2017

Prepared by: *Kaye Scott, Finance Director*

FY 2016-17

GENERAL FUND

		Actual	Adjusted Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Revenues					
	Tax Revenues	\$ 13,864,291	\$ 16,403,300	\$ 14,100,063	85.96%
	License & Permits	218,336	401,200	194,655	48.52%
	Revenue Other Agencies	9,480,993	18,099,084	9,905,375	54.73%
	Charges for Services	2,589,019	4,550,543	2,897,297	63.67%
	Capital Returns	3,871,034	337,200	250,322	74.24%
	Miscellaneous Revenues	417,086	1,100,000	460,647	41.88%
	FB Withdrawal/PO Appropriation		3,344,074		
	Total	\$ 30,440,759	\$ 44,235,401	\$ 27,808,359	62.86%
		Actual	Adjusted Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Departmental Expenditures					
	Mayor/Council	\$ 222,770	\$ 375,799	\$ 166,322	44.26%
	City Manager	631,377	1,259,989	406,421	32.26%
	Human Resources Management	353,468	582,355	348,299	59.81%
	Community Relations	112,089	133,365	70,263	52.68%
	Paramount Theater	243,960	445,060	300,752	67.58%
	Goldsboro Event Center	0	212,118	69,141	32.60%
	Inspections	393,431	874,579	412,364	47.15%
	Downtown Development	194,651	432,005	242,355	56.10%
	Information Technology	521,466	1,406,220	910,319	64.74%
	Public Works - Adm.	220,588	458,016	274,911	60.02%
	Garage	1,168,609	1,965,758	1,286,591	65.45%
	Garage Credits	(778,976)	(1,550,000)	(738,655)	47.66%
	Building & Traffic Maint.	306,545	550,537	336,812	61.18%
	Cemetery	212,359	302,963	189,920	62.69%
	Finance	688,962	1,236,989	687,700	55.59%
	Office Supplies Credits	(4,682)	(9,000)	(3,505)	38.94%
	Planning & Redevelopment	498,735	2,108,795	965,668	45.79%
	Postage Credits	(12,848)	(30,000)	(11,885)	39.62%
	Streets & Storms - General	900,925	1,637,684	1,027,698	62.75%
	Streets & Storms - Utilities	397,968	771,324	375,546	48.69%
	Street Paving	110,457	987,125	217,125	22.00%
	Solid Waste	2,004,564	2,742,551	1,680,630	61.28%
	Engineering	466,024	1,053,000	526,535	50.00%
	Fire Department	3,502,125	7,059,239	3,512,144	49.75%
	Police Department	4,588,596	9,625,280	5,137,428	53.37%
	Special Expense Fees	6,814,026	5,357,519	3,004,781	56.09%
	Parks & Recreation	1,494,172	3,646,283	1,876,986	51.48%
	Golf Course	422,142	599,848	405,276	67.56%
	Total	\$ 25,673,503	\$ 44,235,401	\$ 23,677,942	53.53%

UTILITY FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Charges for Services		\$ 9,071,493	\$ 15,651,688	\$ 8,745,768	55.88%
	Capital Returns		6,482	9,000	18,125	201.39%
	Miscellaneous Revenues		134,599	728,000	120,232	16.52%
	FB Withdrawal/PO Appropriation			\$ 2,077,975		0.00%
	Total		\$ 9,212,574	\$ 18,466,663	\$ 8,884,125	48.11%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
	Distribution & Collections		\$ 1,570,162	\$ 2,906,276	\$ 1,689,363	58.13%
	Water Treatment Plant		2,750,000	5,480,978	2,690,720	49.09%
	Water Reclamation Plant		3,008,081	8,093,839	3,120,415	38.55%
	UF - Capital		478,655	1,037,690	333,777	32.17%
	Compost Facility		340,712	947,880	291,535	30.76%
	Total		\$ 8,147,610	\$ 18,466,663	\$ 8,125,810	44.00%
DOWNTOWN DISTRICT FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Tax Revenues		\$ 63,792	\$ 73,833	\$ 56,218	76.14%
	Capital Revenue		82	65	99	152.31%
	FB Withdrawal/PO Appropriation			33,945		
	Total		63,874	107,843	56,317	52.22%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Spent
	Downtown District		\$ 78,046	\$ 107,843	\$ 43,637	40.46%
	Total		\$ 78,046	\$ 107,843	\$ 43,637	40.46%
OCCUPANCY TAX FUND						
			Actual	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Occupancy Tax/Civic Center		\$ 206,413	\$ 529,600	\$ 403,925	76.27%
	Occupancy Tax/Travel & Tourism		206,412	132,400	100,981	76.27%
	County of Wayne Occupancy Tax			132,400	37,993	
	Capital Returns/Misc./Property Sale		\$ 9,933	\$ 600	\$ 3,237	0.00%
	FB Withdrawal/PO Appropriation		\$ -	\$ 637,401		
	Total		\$ 422,758	\$ 1,432,401	\$ 546,136	38.13%
			Actual	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
	Civic Center		\$ 296,156	\$ 1,163,692	\$ 569,098	48.90%
	Travel & Tourism		193,821	268,709	138,492	51.54%
	Total		\$ 489,977	\$ 1,432,401	\$ 707,590	49.40%

PLANNING DEPARTMENT
MONTHLY REPORT – JANUARY, 2017

Prepared by: Sally Johnson

General Tasks

During the month of January, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. The staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update and a turning movement count inventory. On-going projects include tree and stump removal, preparation of transportation-related documents, leases of farm property and preparation of case reports. Work has continued on having case files scanned into the City's system. Code enforcement staff mailed out 10 violation notices and scheduled 19 hours for Community Service workers during the month of January. Code Enforcement is now issuing \$25.00 **parking violation tickets** within the downtown area or upon notification elsewhere in the City. During the month of January, 73 tickets were issued. Of that total, 28 tickets have been paid in January which totaled \$650. Staff, along with IT, will be working towards having unpaid tickets linked to DMV in order to require payment prior to issuance of a yearly license. Below is a summary of the type of tickets issued during the month of January.

Parked in Wrong Direction	43
Parked in Proximity to Fire Hydrant	11
Parked in a Prohibited Area (No Parking Zone)	2
Other (Bus Loading Zone, Crosswalk, Sidewalk)	17

Upon directive of the City Council, the Planning Department has recently hired three part-time workers to provide trash abatement in areas that are unsightly. On the last day of January, the workers picked up 58 bags of trash along South Slocumb Street between the SJAFB Back Gate and Dixie Trail. Pick up of this street section continued into February.

2017

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	7												7	.6
Historic District Commission Cases	0/1												0/1	0/01
Code Enforcement														
Grass Cutting	0												0	0
Junk Vehicles Tagged/Towed	37/7												37/7	3/.6
Illegal Signs Removed	76												76	6.3

2016

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	5	2	6	6	5	4	9	6	4	0	4	4	55	5.0
Historic District Commission Cases	0/1	1/1	2/0	1/0	2/0	0/0	0/0	1/2	0/1	0/0	3/0	0/1	10/6	.8/.5
Code Enforcement														
Grass Cutting	8/ \$375	0/ \$0	0/\$0	26/ \$1,320	72/ \$3,830	97/ \$5,135	63/ \$3,750	102/ \$5,750	62/ \$3505	24/ \$1,135	13/ \$685	0/\$0	467/ \$25,485	39/ \$2,124
Junk Vehicles Tagged/Towed	0/6	8/0	18/2	35/4	24/6	20/0	8/0	18/3	28/6	20/6	30/1	0	209/ 34	17/3
Illegal Signs Removed	48	124	60	14	40	60	42	6	8	22	130	39	593	50

**ENGINEERING DEPARTMENT
MONTHLY REPORT - JANUARY 2017**

Prepared by: Guy M. Anderson, P. E.

Stoney Creek Sanitary Sewer Outfall Rehabilitation Project

- Construction is approximately 82% complete;
- Projected completion date is February 6, 2017;
- Change Order #2 is being prepared for adding three additional sewer segments for cured in place pipe lining.

Stoney Creek Stream Enhancement – Phase II

- City Engineer is preparing CWMTF cost report, payment request, and required documentation for project reimbursement;
- Conservation easement map and deeds are being prepared.

New Hope Road Multi-Use Path

- Through the end of January, the project is approximately 79% complete;
- Projected completion date is April 25, 2017;
- Timber boardwalk sections are complete.

2015 Priority Sewer Rehabilitation Project – Phase 2

- Phase II construction is approximately 98% complete;
- Waiting on contractor to CCTV sewer lines on Change Order No. 1 to determine additional rehabilitation work.

2015 Priority Sewer Rehabilitation Project – Phase 3

- Additional flow monitoring is complete;
- Final report delivered;
- Construction plans being developed.

Center/Holly Street Water Tank

- The City has contracted with T. A. Loving Company to remove the spire to determine complete repairs needed;
- Engineering is coordinating with S&ME for structural recommendations for the spire;
- Engineering is coordinating with TNEMAC to provide a coating recommendation.

Humphrey Street Paving

- Staff has completed approximately 50% of the design phase and plans/specifications.
- Staff anticipates advertising for bids in February 2017.

Hurricane Matthew Storm Damage Repair

- Additional pavement repairs at Elm Street and the Big Ditch area and repairs to the golf course cart path have been added to this contract. As a result, the bid date has been changed to February 13, 2017.

2017-2018 Bituminous Concrete Street Resurfacing Project

- Bid documents are being developed for bid letting date in February 2017.

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 through the month January 2017.

Goldsboro Fire Department Monthly Report – January 2017

Report Prepared By: Gary Whaley GW/CL

Fire Prevention and Outreach

- January 3rd - EMT Recertification Class. All personnel are required to obtain 24 hours a year and all classes should be completed by mid-February.
- January 19th - Station Tour - Station 1

Working Structure Fires

- 1/15 – 3118 Central Heights Rd.
- 1/30 – 108 Rockefeller Ct.
- 1/31 – 404 Magnolia St.

Working Vehicle Fires

- 1/06 – 508 N. Spence Ave.
- 1/22 – Edgerton St. & N. Pineview Ave.
- 1/31 – 2609 Medical Office Pl.

<u>2017</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	268	0	0	0	0	0	0	0	0	0	0	0	268
Structure Fires:	3												3
EMS Calls:	112												112
Vehicle Accidents:	33												33
Fire Alarms:	53												53
Other:	67												67
Training Hours:	3209												3209
Safety Car Seat Checks:	6												6
Inspections:	31												31
<u>2016</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	192	218	216	230	243	229	238	242	247	317	231	219	235
Structure Fires:	5	5	3	8	9	6	3	5	3	2	4	6	5
EMS Calls:	74	68	94	90	81	88	87	80	71	92	87	73	82
Vehicle Accidents:	24	55	45	41	39	36	39	35	51	46	42	44	41
Fire Alarms:	37	30	33	46	60	37	49	52	57	72	35	36	45
Other:	52	60	41	45	54	62	60	70	65	105	61	60	61
Training Hours:	2148	2077	2210	2081	1688	1798	1535	1498	1829	971.5	1426	941.5	1683
Safety Car Seat Checks:	4	1	5	8	3	11	2	16	28	0	11	3	8
Inspections:	45	90	89	87	100	106	96	84	82	37	59	37	76

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.

Goldsboro Police Department Monthly Report -January 2017

Report Prepared by: Michael D. West MDW/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for January 2017 were 226 compared to 239 for December 2016.

Property with an estimated value of \$181,846 was reported stolen while property with an estimated value of \$71,667 was recovered.

Officers arrested 186 people and 342 citations were issued during the month. There were 57 drug -related charges.

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

Revenue collected for January 2017 included:

Police Reports	\$130.00
Fingerprints	\$50.00

UCR COMPARISON & TREND														
2017	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG	
OFFENSE														
Homicide	1												1.0	
Rape(&attempts)	0												0.0	
Robbery	8												8.0	
Aggravated Assault	17												17.0	
Simple Assault	24												24.0	
Breaking & Entering	24												24.0	
Larceny	145												145.0	
Motor Vehicle Theft	7												7.0	
Arson	0												0.0	
TOTALS	226												226.0	
2016	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	AVG	
OFFENSE														
Homicide	1	1	0	0	1	1	4	0	0	1	2	0	0.9	
Rape(&attempts)	0	0	1	1	0	0	1	0	0	0	0	0	0.3	
Robbery	11	5	4	8	7	9	4	8	5	7	5	11	7.0	
Aggravated Assault	19	20	33	22	16	40	15	22	15	54	17	34	25.6	
Simple Assault	48	32	32	41	25	40	43	21	38	36	28	27	34.3	
Breaking & Entering	63	38	56	36	41	29	36	29	24	47	47	37	40.3	
Larceny	132	111	89	127	126	111	143	124	80	141	132	117	119.4	
Motor Vehicle Theft	8	8	7	3	11	11	10	11	6	10	6	12	8.6	
Arson	0	0	1	1	0	1	0	1	0	0	0	1	0.4	
TOTALS	282	215	223	239	227	242	256	216	168	296	237	239	236.7	

MONTHLY REPORT –January 2017

The month of January WA Foster hosted our Special Olympic Games in which 316 athletes and 136 volunteers came out to showcase all of their hard work and dedication that they have put in throughout the year leading up to these games. In addition, we also hosted Eastern Elite Volleyball Tournaments at WA Foster in which 500 participants attended. We are kicking off the year with many new fitness memberships, classes and trips and look forward to all the exciting events in February.

[illegible][illegible]

Public Utilities Department Monthly Report- January 2017

Report prepared by: Michael Wagner

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for January were 10.44 MGD. All of the city's 26 pump stations are operating well with ongoing repairs due to Hurricane Matthew.

Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly.

Compost Facility

Fifty-four cubic yards of compost/mulch was sold in January 2017. The Compost Facility is running smoothly.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2017 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.092												5.092
Sewer**	10.44												10.44
CY Compost	54												54

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2016 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	4.491	4.592	4.682	4.712	4.933	5.174	5.067	5.155	5.135	5.104	4.845	5.188	4.923
Sewer**	12.99	16.24	10.37	8.01	9.07	6.98	7.32	6.62	8.34	14.81	8.80	8.34	9.82
CY Compost	482	88	610	496	1,234	510	626	572	404	134	308	154	468.2

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

**Travel & Tourism Department
Monthly Report – January 2017**

Prepared by: Ashlin Glatthar

- 89 inquiries were fulfilled for the month of December by the TTO (Travel & Tourism Office).
- The TTO prepared 55 promotional items for the hotels for overnight guests.
- Total hotel revenue generated in December was \$1,866,333. The YOY increase is 47%.
- TTO received the news that the 2018 College Table Tennis Championships was awarded to another applicant due to the closeness of their April event and the Ag Center's March 2018 scheduled opening.
- Ashlin met with Michael Everett several times through the month to strategize marketing efforts for Carolina Games Summit.
- TTO conducted a conference call with WOW Air Show Director, Rick Sumner, and Holly Harper to go over marketing goals, website redesign, and timeline.
- On January 13th, Amber and Ashlin met with Darren in IT for training on TTO website.
- Ashlin held a conference call with Crystal Coast/Carteret County TDA office to ask about their marketing strategy and history of how they became branded as Crystal Coast.
- Gretchen Reed and Ashlin attended the NC Coast Host meeting in Washington, NC on January 18th – 19th to learn about tourism aspects in their area and discuss marketing opportunities within our co-op.
- On January 22nd, Ashlin hosted the Tourism Directors from Wilson and Duplin Counties and Julie Beck from Mt. Olive's Chamber of Commerce to discuss the opportunity I-795 presents to our geographical areas to turn drivers into visitors. We explored the idea of starting a marketing co-op and sharing the advertisement expenses to brand our region as "Beach Bypass," "Carolina Corridor," BBQ Beltline," or something witty of that nature to allure drivers off of I-95S to use the 795 and enjoy an authentic experience on their way to their final destination.
- Ashlin contacted Slide the City on Jan. 24th to get sponsorship information and possibly incorporate this event into Beak Week.
- On January 25th, the Goldsboro Tourism Council and Wayne County TDA held their monthly board member meeting to discuss upcoming, tourism-related events, financials, and board vacancies.
- TTO office coordinated with SJAFB the monthly civilian tour. Approximately 32 people signed up, and 28 people attended. TTO office hosted lunch for hoteliers after tour to go further educate staff about base destinations that will better serve guests staying in Goldsboro for base-related visit.
- Ashlin met with Ryan Preeble with the County's IT department to discuss Ag Center website. After finding a domain and deciding on Wordpress, County Manager decided to wait on launching website and social media until Director is hired.
- On January 28th – 30th, Lynn Grantham with Goldsboro Parks & Rec and Ashlin attended NC Association of Festivals & Events' Showfest Conference. This conference provides networking and educational opportunities to run existing festivals more efficiently, as well as give accolades to festival coordinators from all over the state.
- Ashlin attended the City's HR Leadership seminar on January 31st.

Occupancy Tax Collections YTD

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Average
2016	\$53,901	\$74,014	\$64,909	\$66,722	\$69,073	\$77,434	\$67,869	58,613	86,744	87,662			\$336,980	\$57,836
2015	\$45,481	\$55,400	\$55,811	\$61,412	\$61,028	\$63,983	\$60,865	\$59,833	\$38,804	\$76,708	\$51,604	\$40,667	\$671,696	\$55,966
2014	\$55,941	\$49,095	\$42,148	\$49,886	\$54,001	\$37,148	\$77,739	\$55,459	\$53,322	\$43,632	\$41,980	\$33,130	\$593,481	\$49,457
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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
FEBRUARY 20, 2017 COUNCIL MEETING

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

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

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

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

- 1) The City of Goldsboro (Grantee) is being granted \$5,000,000 by USDOT to complete the above mentioned projects.
- 2) The City of Goldsboro has committed 26% of the proposed project costs equaling to \$1,755,751.
- 3) If there are any cost savings, or if the contract award is under the engineer's estimate, the City of Goldsboro funding amount and percentage share may be reduced, provided the City's share of the costs may not be reduced below 20%.
- 4) Quarterly Progress Reports are due beginning August 17, 2017 and will continue through and beyond the completion of the project ending December 2024.
- 5) USDOT reserves the right to terminate the Agreement if the following benchmarks are not met:
 - a) The Grantee fails to begin construction before January 2018;
 - b) The Grantee fails to begin expenditure of Grant funds by March 2017;
- 7) Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2024.

The following City staff are identified in the Agreement with certain roles: Randy Guthrie, Primary Contact; Julie Metz, Secondary Contact, Kaye Scott, TrAMS Contact. TrAMS is the federal program mechanism for the grant funds. Scott Stevens is also authorized to access and utilize TrAMS. These City staff persons and the City Attorney have reviewed the Agreement thoroughly and in its entirety.

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

Date: _____



Downtown Development Director

Date: _____

City Manager

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

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

CITY OF GOLDSBORO, NORTH CAROLINA

**GOLDSBORO MAIN STREET™ REVITALIZATION THROUGH
TRANSPORTATION INVESTMENT II**

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

ARTICLE 1. AWARD TERMS AND CONDITIONS

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

- 1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the planned project closeout date that is listed in section 2.2.
- 1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 1.6 **Fund Obligation.**
- This agreement obligates the total amount stated in section 1.3.
- 1.7 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number: 7244-2017-1
- 1.8 **Attachments.** This agreement includes the following attachments as integral parts:
- | | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Estimated Project Schedule |
| Attachment C | Estimated Project Budget |
| Attachment D | Performance Measurement Table |

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

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

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

- 1) Center Street Streetscape: The Center Street Streetscape project consists of the reconstruction of 2 blocks of existing roadway at the 300 and 400 block of South Center Street (approx.. 1,000 feet) to improve pedestrian and vehicular movement consistent with the previous two phases of Center Street's reconstruction and to replace aging infrastructure. The project will involve the demolition of 2 blocks of city-owned right-of-way including the roadway, utilities and sidewalk. Reconstruction will include widened sidewalks on either side of the project area, center median reconstruction that will decrease the width to allow for continuity with the remaining blocks for pedestrian and vehicular use, relocation of utility lines underground, new storm drainage, water and sewer utilities, possible inclusion of roundabouts at both intersections of Center Street at Pine and Elm Streets, creation of pedestrian crosswalks, a 5-foot bike path in both directions, creation of parallel parking, inclusion of pedestrian sidewalk and street lighting, street trees, and bike racks, similar to Phases I and II. The project will also address slope issues. The linear median will feature a meandering walking/bike trail and a green space. All work will be accomplished within the existing road right of way.
- 2) GWTA Transfer Center Concourse (GWTA Concourse) Construction: This project will construct a Concourse for GWTA as originally planned in the TIGER V GWTA

construction project. The Concourse will provide a canopy over the bus and van slip area to provide shelter for the urban and rural transit service customers. The Concourse will shelter 10 bus slips. Construction plans are complete and the underground structural support for the Concourse was completed as part of the TIGER V project. The site is prepped and ready for construction of the Concourse. The project is located at 103 N. Carolina Street. NOTE: This work was previously cleared in the TIGER 5 NEPA document.

- 3) Cornerstone Commons: Cornerstone Commons is an existing 12,320 square foot paved area located at the intersection of the 200 block of S. Center Street and the 100 block of E. Chestnut Street. The TIGER VIII Grant will allow its demolition, expansion and improvements to serve as an extension of the street and sidewalk for pedestrian use. The project will expand it southward parallel along Center Street and include amenities that will support walking, bicycling, local transit customers, small pop-up business/vendor/market spaces, socializing and the cultural arts. The finished size will be approximately 28,000 sq. ft. Major components of the project will include demolition, regrading, installation of new pavers, shade canopy and ornamental trees and lighting, construction of six (6) permanent market shelters, a public restroom facility, a covered stage, public art installation platforms, an outdoor fireplace, public information kiosk, a GWTA Bus Stop, a splash playground, and installation of tables and chairs, lighting, landscaping, bicycle racks, walking route markers, a wayfinding kiosk, and several environmentally conscious features. All of the project property is city owned and requires no acquisitions or easements.
4. Wayfinding Signage System Fabrication & Installation: The City of Goldsboro and NCDOT funded a Wayfinding Signage System Design & Plan study that was adopted in early 2016. The sign types range from information kiosks to highway, pedestrian and trail signs. Approximately ninety signs will be placed throughout the community to direct traffic to certain points of interest. The wayfinding signs will be placed in existing public rights of way in the downtown area and beyond will be in NCDOT ROW.

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

A detailed project schedule is provided in Attachment B and TrAMS. It reflects the best estimates of complete project schedule showing all phases of work.

Completion of NEPA and Sec. 106 Consultation:

Center Street Streetscape Project:	February 2017
GWTA Concourse Construction:	Complete
Cornerstone Commons Project:	February 2017
Completion of Sec. 106 Consultation	February 2017
Update of TIP and STIP	February 2017
Pre Award Authority for Design, Const. & Fabrication of Signs	March 2017
Signing of Paper Grant Agreement	April 2017
Entry of Grant Application in TrAMS	June 2017

Award of Funds in TrAMs August 2017

Planned Completion of Final Design:

Center Street Streetscape Project:	April 2019
GWTA Concourse Construction (Building Code Updates to Existing Approved Plans):	April 2018
Cornerstone Commons Project:	June 2017
Wayfinding Signage System Fabrication & Installation:	Complete

Planned Construction Start Date:

Center Street Streetscape Project:	September 2019
GWTA Concourse Construction (Building Code Updates to Existing Approved Plans)	September 2018
Cornerstone Commons Construction:	September 2017
Wayfinding Signage System Fabrication & Installation:	September 2017

Planned Construction Substantial Completion Date:

Center Street Streetscape Project:	March 2021
GWTA Concourse Construction (Building Code Updates to Existing Approved Plans)	March 2019
Cornerstone Commons Construction:	June 2018
Wayfinding Signage System Fabrication & Installation:	June 2018

Planned Project Closeout Date: September 2021

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

A detailed project budget showing costs for all phases and elements of work is provided in Attachment C and will be provided in the TIGER 8 application in TrAMS.

TIGER Grant Funds and Additional Sources of Project Funds:

Use of Funds	Sources of Funds in Million		
	COG Local Share	TIGER VIII Grant Funds	Total Project Budget
Center Street Streetscape Design: \$400,000 Construction: \$2,850,000	\$80,000 (20%) \$570,000 (20%)	\$320,000 (80%) \$2,280,000 (80%)	\$3,250,000

GWTA Concourse Design: \$50,000 Construction: \$550,000	\$10,000 (20%) \$110,000 (20%)	\$40,000 (80%) \$440,000 (80%)	\$600,000
Cornerstone Commons Design: \$250,000 Construction: \$1,750,000	\$62,500 (25%) \$437,500 (25%)	\$187,500 (75%) \$1,312,500 (75%)	\$2,000,000
Wayfinding Signage Construction: \$450,000	\$90,000 (20%)	\$360,000 (80%)	\$450,000
Project Construction Contingency	\$395,751 (87%)	\$59,999 (13%)	\$455,751
TOTAL	\$1,755,751	\$5,000,000	\$6,755,751
Percent Contribution from Funding Sources	26%	74%	100%

If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Recipient Cost Share Certification.

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

2.5 Project's State and Local Planning Requirements.

The TIGER VIII funded Goldsboro Main Street™ Revitalization Through Transportation Investment II project is anticipated to be included in the MPO Transportation Improvement Plan (TIP) and the NCDOT Board of Transportation State Transportation Improvement

Plan (STIP) by no later than January 2017, if not before. The dates will be shown in the TrAMS application as the TIGER VIII project once approved.

2.6 Project's Environmental Approvals and Processes.

Environmental findings for each relevant activity will be documented in FTA's TrAMS including the type of document (Record of Decision, Finding of No Significant Impact, or Categorical Exclusion) and dates, where required. The appropriate environmental documentation will be attached to TrAMS or on file at the appropriate FTA regional office. A Categorical Exclusion (CE) is anticipated as all construction work will be substantially in existing right-of-way.

The GWTA Concourse project was granted a finding of No Adverse Effect via the North Carolina State Historic Preservation Office on March 7, 2014.

The same letter also provided the same response for Phase II of the Center Street Streetscape Project. The Wayfinding Signage System Fabrication Installation requires no environmental findings.

2.7 Recipient's and any Sub-recipient's Unique Entity Identifiers.

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

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

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

2.8 Recipient Contacts.

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

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

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

ARTICLE 3. GENERAL REPORTING TERMS

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

ARTICLE 4. PROGRESS REPORTING

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

- (3) a comparison of the approved project budget with an updated estimate of the project costs.

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

- (b) If the Recipient’s updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:

- (1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and

- (2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.

- 4.3 **Closeout Reports.** No later than 90 days after the project completion date the Recipient shall:

- (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and

- (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

- 4.4 **Project Closeout.** In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that: (1) the Recipient has submitted all required information, including the reports identified in section 4.3; (2) the parties have completed the administrative procedures described in 2 C.F.R. 200.343 – .345; and (3) the project is closed out.

ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and

- (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

- 5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.
- 5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:
- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
 - (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
 - (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

- 6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 6.2 **Limited Unilateral Modifications.**
- (a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.
 - (b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.
- 6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

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

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

7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or the planned project closeout date changes to a date that is after the planned project closeout date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

7.3 Budget Changes.

- (a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (b) If the actual eligible project costs are less than the "Total Project Cost" stated in section 2.3, then the Recipient may reduce non-TIGER funds contributed to the project.

ARTICLE 8. TERMINATION AND EXPIRATION

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

- (1) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
- (2) The Recipient fails to begin construction before January 2018;
- (3) The Recipient fails to begin expenditure of award funds by April 2017;
- (4) The Recipient fails to finish construction (substantial completion) by September 2021;
- (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
- (6) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.

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

8.3 **Fund Expiration.** Funds made available under this agreement are available for liquidation and adjustment through September 30, 2024.

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

ARTICLE 9. USDOT CONTACTS

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

Official FTA Field Contact:

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

and

Mark Bathrick[Or FTA HQ Point of Contact]
Program Manager
Federal Transit Agency
1200 New Jersey Ave, SE 20590
E44-421
(202)366-9955
Mark.bathrick@dot.gov

and

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

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.

10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Acknowledgment of Support.** The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:

“This material is based upon work supported by the USDOT under FTA FY 2016 TIGER Grant No. GRANT12155296 .

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT.”

11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2016.

11.3 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

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

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

EXECUTION BY THE USDOT

Executed this _____ day of _____, 201__.

Signature of USDOT's Authorized Representative

Name of USDOT's Authorized Representative

Title

EXECUTION BY CITY OF GOLDSBORO

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

Executed this _____ day of _____, 201__.

Signature of Recipient's Authorized Representative

Name of Recipient's Authorized Representative

Mayor
Title

EXECUTION BY AGENT/DESIGNEE

The Designee, **CITY OF GOLDSBORO**, agrees to accomplish all elements of the project in compliance with the terms and conditions of this agreement and those included in, referenced in, or attached in TrAMS.

Executed this _____ day of _____, 201__.

Signature of Designee's Authorized Representative

Name of Designee's Authorized Representative

Title

**ATTACHMENT A
STATEMENT OF WORK**

**ATTACHMENT A
STATEMENT OF WORK**

TIGER VIII APPROVED PROJECT AWARD:

The TIGER VIII award as approved was for \$5.0 M. The TIGER V components as awarded were outlined and estimated as follows:

1. Center Street Streetscape - \$3,250,000 Estimate
2. GWTA Concourse - \$600,000 Estimate
3. Cornerstone Commons - \$2,000,000 Estimate
4. Wayfinding Signage Fabrication & Installation - \$450,000 Estimate
5. Project Contingency - \$455,751 Estimate

Note: Estimates are the numbers that were provided in application. These projects have not been solicited for bid as of October 2016.

The total TIGER VIII project cost is \$6,755,751. The TIGER VIII award is \$5,000,000 (74%) and the City share is \$1,755,751 (26%). Due to the September 30, 2019 TIGER VIII fund obligation period, the City plans to budget their committed share within their fiscal general and utility fund budgets. The City will budget to provide a 26% local match (slight overmatch), assuming the full contingency is required and understands that at a minimum, a 20% match is required.

TIGER AWARDED PROJECT SUMMARIES:

1) Center Street Streetscape -

Brief Project Description:

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

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

This project will be bid separately from other portions of TIGER VIII awarded projects.

Cost/Source of Funds:

	Sources of Funds			
Use of Funds	COG	Other	TIGER 2016	Total Cost
2 Blocks of Center Street Streetscape	\$ 650,000 (20%)	0	\$2,600,000 (80%)	\$3,250,000

Phase III (300 and 400 blocks of South Center Street) will continue the transformation of the rights of way utilizing the same or similar designs, amenities, materials and fixtures as constructed with the Phase II TIGER V funded project. This may include the creation of two

additional roundabouts as stated in the original TIGER application if the final design and construction plan phase supports a continuation of this design. Phase III will involve a complete demolition of the surface and subsurface infrastructure, including water, sewer, storm drainage systems, grading to decrease existing slopes, and relocation of the overhead utility lines to underground. Other highlights of the surface transformation include a reappropriation of space to create sidewalks, tree installations, center median/greenspace and vehicular traffic lanes, vehicular parking and bike lanes. See a schematic drawing of the current and planned use of the right-of-way space. Additional design elements for this phase include: creation of pedestrian crosswalks, installation of pedestrian and street lighting, landscaping, bike racks and benches. The center median is currently 74 feet wide from curb to curb but will decrease to approximately 51 feet to allow for parallel on-street parking, an expanded sidewalk along the street edge with a grass strip, a dedicated bike lane for each one-way street and trees. The linear median will feature a meandering walking/bike trail and green space. The design compliments the previous phases of work.

2) GWTA Concourse -

Brief Project Description:

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

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

This project will be bid separately from other portions of TIGER VIII awarded projects.

Cost/Source of Funds:

Use of Funds	Sources of Funds			Total Cost
	COG	Other	TIGER 2016	
GWTA Concourse Construction	\$120,000 (20%)	0	\$480,000 (80%)	\$600,000

Since the concourse is already designed with fully approved construction plans, funds to complete this project would be nearly 100% construction. A \$50,000 design cost is included in our project budget to account for a building code review and any revisions, if applicable.

All necessary SEPA/NEPA and other approvals have already been received for this component of the work.

3) Cornerstone Commons -

Brief Project Description:

Cornerstone Commons is a 12,320 square foot paved area (which is owned by the city of Goldsboro) and is located at the intersection of the 200 block of S. Center Street and the 100 block of E. Chestnut Street. With the development of the Center Street Streetscape and the

renewed life in this section of downtown there is a significant public appeal to expand and improve this space.

Scope: Demolish the existing built space; expand it southward parallel along Center Street and include amenities that will support walking, bicycling, local transit customers, small pop-up business/vendor/market spaces, socializing and the cultural arts. The finished size will be approximately 28,000 sq. ft.

This project will be bid separately from other portions of TIGER VIII awarded projects.

Cost/Source of Funds:

	Sources of Funds			
Use of Funds	COG	Other	TIGER 2016	Total Cost
Cornerstone Commons	\$500,000 (25%)	0	\$1,500,000 (75%)	\$2,000,000

A schematic rendering of the proposed project upon completion of construction and implementation was included in the TIGER VIII application. The Cornerstone Commons space will be doubled in size, extending parallel to Center Street. Key features of the plan include: six (6) permanent market shelters, a public restroom facility, an equipped, covered stage for concerts and performances, public art installation platforms, an outdoor fireplace, public information kiosk, a GWTA Bus Stop, splash playground, tables and chairs, lighting, landscaping, bicycle racks, walking route markers, a wayfinding kiosk, and several environmentally conscious features in partnership with North Carolina State University. These include a roof top garden atop the restroom building, tree “wells”, pervious paver materials, and an above ground cistern to capture rain water for reuse as irrigation.

4) Wayfinding Signage Fabrication & Installation -

Brief Project Description:

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

Scope: Fund the fabrication and installation of the sign package. Approximately ninety signs of varying types will be placed throughout the community to direct traffic to certain points of interest, including the GWTA Transit Center and its newly developed Amtrak Transit service, Cornerstone Commons and Center Street destinations in downtown. This project will be bid separately from other portions of TIGER VIII awarded projects.

Cost/Source of Funds:

	Sources of Funds			
Use of Funds	COG	Other	TIGER 2016	Total Cost

Wayfinding Signage Fabrication & Installation	\$90,000 (20%)	0	\$360,000 (80%)	\$450,000
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5) Project Contingency -

Brief Project Description:

The TIGER VIII grant application included a Project Contingency line-item in the budget to cover potential contingency needs for all portions of the project. The Contingency budget was created by applying 8.5% to each project's individual estimated cost with the exception of the Wayfinding Signage Project where the budget was created by applying 4% (since the risk is much less significant for fabrication and installation of signage).

Cost/Source of Funds:

	Sources of Funds			
Use of Funds	COG	Other	TIGER 2016	Total Cost
Project Contingency	\$395,751 (87%)	0	\$60,000 (13%)	\$455,751

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Completion of NEPA and Sec. 106 Consultation:

Center Street Streetscape Project:	February 2017
GWTA Concourse Construction:	Complete
Cornerstone Commons Construction:	February 2017
Completion of Sec. 106 Consultation	February 2017
Update of TIP and STIP	February 2017
Pre Award Authority for Design, Const. & Fabrication of Signs	March 2017
Signing of Paper Grant Agreement	April 2017
Entry of Grant Application in TrAMs	June 2017
Award of Funds in TrAMs	August 2017

Start/End of Right of Way Acquisition *:

** All projects are within city-owned property with exception of some of the Wayfinding Signage installation sites. These sites are within NCDOT right-of-way and they have approved the design and placement plan for all signs within their right-of-way. Hence, no additional right of way is required.*

Start of Preliminary Engineering:

Center Street Streetscape Project:	September 2018
GWTA Concourse Construction:	January 2018
Cornerstone Commons Construction:	January 2017
Wayfinding Signage System Fabrication & Installation:	Complete

End of Preliminary Engineering:

Center Street Streetscape Project:	March 2019
GWTA Concourse Construction:	March 2018
Cornerstone Commons Construction:	May 2017

Start of Final Design:

Center Street Streetscape Project:	September 2018
GWTA Concourse Construction:	January 2018
Cornerstone Commons Construction:	January 2017
Wayfinding Signage System Fabrication & Installation:	Complete

Completion of Final Design:

Center Street Streetscape Project:	April 2019
GWTA Concourse Construction:	April 2018

Cornerstone Commons Construction:	June 2017
Wayfinding Signage System Fabrication & Installation:	Complete
<u>Planned Construction Contract Award Date:</u>	
Center Street Streetscape Project:	July 2019
GWTA Concourse Construction:	July 2018
Cornerstone Commons Construction:	August 2017
Wayfinding Signage System Fabrication & Installation:	August 2017
<u>Planned Construction Start Date:</u>	
Center Street Streetscape Project:	September 2019
GWTA Concourse Construction:	September 2018
Cornerstone Commons Construction:	September 2017
Wayfinding Signage System Fabrication & Installation:	September 2017
<u>Planned Project Construction Substantial Completion:</u>	
Center Street Streetscape Project:	March 2021
GWTA Concourse Construction:	March 2019
Cornerstone Commons Construction:	June 2018
Wayfinding Signage System Fabrication & Installation:	June 2018
<u>Planned Project Closeout Date:</u>	September 2021

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Attachment C: TIGER 8 Budget

Activity	FY16 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	Project Cost
Center Street Streetscape	\$2,600,000 (80%)	\$0	\$0	\$650,000 (20%)	\$0	\$0	\$3,250,000
GWTA Concourse	\$480,000 (80%)	\$0	\$0	\$120,000 (20%)	\$0	\$0	\$600,000
Cornerstone Commons	\$1,500,000 (75%)	\$0	\$0	\$500,000 (25%)	\$0	\$0	\$2,000,000
Wayfinding Signage Fabrication & Installation	\$360,000 (80%)	\$0	\$0	\$90,000 (20%)	\$0	\$0	\$450,000
Project Contingency	\$60,000 (13%)	\$0	\$0	\$395,751 (87%)	\$0	\$0	\$455,751
TOTAL	\$5,000,000	\$0	\$0	\$1,755,751	\$0	\$0	\$6,755,751

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

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

Pre-project Measurement Date: July 2017

Pre-project Report Date: August 2017

Project Outcomes Report Date: December 2024

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
1) GWTA Transit Center/Concourse Customer Survey	A Survey Tool to Establish Change in the Facility and Operations Quality Impacts to GWTA Transit Customers (Note: FTA sign-off on the survey is required before using.)	<p>Baseline Measurement:</p> <p>A pre-construction survey will be distributed to all GWTA Customers prior to startup of construction (no later than July 2017) to determine a baseline of Customer Satisfaction, Transit/Alternative Modes of Transportation Use and Quality of Life. Survey results will be included in the Pre-Project Report.</p> <p>Interim Performance Measures:</p> <p>A post-construction survey will be distributed to all GWTA Customers after conclusion of construction and travel pattern stabilization (Sept. 2022). They will have one week to complete for report. Survey results showing perceived changes in Customer Satisfaction, Changes in Transit/Alternative Modes of Transportation and Quality of Life will be included in the Project Outcomes Report.</p>	<p>Baseline Measurement August 2017</p> <p>Interim Performance Measures Dec. 2024</p>
2) GWTA Boarding & Alighting Counts	Figures of Established Routes and Stops	<p>Baseline Measurement:</p> <p>A count of passengers boarding and alighting at several established routes and stops will be conducted by the bus drivers in no later than July 2017. This will serve as the Concourse Pre-Construction, as well as total project, baseline measurement.</p>	Baseline Aug. 2017

		<p>Interim Performance Measures:</p> <p>A count of passengers boarding and alighting at several established routes and stops will be conducted by the bus drivers upon completion of project construction (October 2021), and will continue for a period of 3 years thereafter. This will serve as the post-construction measurement. Results will be included in the Project Outcomes Report.</p>	<p>Interim Performance Reporting:</p> <p>Annually, for a period of 3 years, beginning at completion of construction (Sept. 2021), through Dec. 2024</p>
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3) Economic Impact Indicator Report	<p>Grantee maintains statistics in the downtown each year of:</p> <p>Investments made, business growth, job growth and vacancy impacts.</p>	<p>Baseline Measurement:</p> <p>A report of these economic statistics will be available and included in the Baseline Report to characterize the economic conditions of the downtown area prior to the TIGER/City investment. These statistics will be accurate for the period of July 1, 2016 to June 30, 2017. This will serve as the pre-implementation/construction baseline measurement.</p> <p>Interim Performance Measures:</p> <p>Interim Reports about the Project Status highlighting construction status of all portions of the project, including the Center Street Streetscape Project, Cornerstone Commons, GWTA Concourse and Wayfinding Signage Fabrication & Installation will be conducted as specified in accordance to Section 3.1.2 of this Agreement</p>	<p>Baseline Measurement:</p> <p>Aug. 2017</p> <p>Interim Performance Reporting:</p> <p>Annually, for a period of 3 years, beginning at</p>
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		<p>A report of these economic statistics will be available and included as a post-project measurement in the December 31, 2024 Project Outcomes Report to characterize the economic impact of the TIGER/City investment in the downtown area. The statistics will reflect the period from July 1, 2020 to June 30, 2024. This report will be conducted and included in all following annual reports necessary to meet TIGER reporting requirements for August of each year in between.</p>	<p>completion of construction (sept. 2021), through Dec. 2024</p>
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EXHIBIT A

LEGISLATIVE AUTHORITY

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

15. SPECIAL GRANT REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C

APPLICABLE FEDERAL LAWS AND REGULATIONS

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

SECTION 1. General Federal Legislation

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

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

SECTION 2. Executive Orders

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

SECTION 3. General Federal Regulations

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

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

SECTION 4. Office of Management and Budget Circulars

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

**EXHIBIT D
GRANT ASSURANCES
EXHIBIT D 1**

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

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

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

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

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

APPENDIX A

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

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT D 2

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT D 3

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

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

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

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

EXHIBIT D 4

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D 5

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

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

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

The Recipient therefore agrees:

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

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

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

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

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

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (*the “SAM”*) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

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

EXHIBIT E

RESPONSIBILITY AND AUTHORITY OF THE RECIPIENT

1. Legal Authority.

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

2. Funds Availability.

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

3. Preserving Rights and Powers.

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

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

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

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

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

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

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

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

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

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

EXHIBIT F
REIMBURSEMENT OF PROJECT COSTS

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

EXHIBIT G

GRANT REQUIREMENTS AND CONTRACT CLAUSES

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

EXHIBIT G1
TRANSPARENCY ACT AWARD TERM

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

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

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

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

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

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

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

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

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

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

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

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

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

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

d. *Exemptions*

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

i. Subawards,

and

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

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

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. *Subaward*:

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

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

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

4. *Subrecipient* means an entity that:

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

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

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

EXHIBIT G2

Single Audit Information for Recipients of TIGER DISCRETIONARY GRANT Funds

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

EXHIBIT G3
SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER
REQUIREMENTS

A. Requirement for System for Award Management

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

B. Requirement for unique entity identifier

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

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

C. Definitions

For purposes of this award term:

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

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

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

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

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

4. *Subaward*:

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

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

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

5. *Subrecipient* means an entity that:

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

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

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

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

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

c. Is one of the following:

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

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

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

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

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

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

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

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

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

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

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

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

B. [Reserved]

EXHIBIT H

QUARTERLY PROGRESS REPORTS: FORMAT AND CONTENT

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

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

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

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

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

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