AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
SEPTEMBER 18, 2017
(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)

I. ADOPTION OF THE AGENDA

II. WORK SESSION–5:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206
   a. EV Charging Station Project Award and Duke Energy Grant (Engineering) *
   b. Say I Do to Downtown (Downtown Goldsboro) *
   c. Herman Park Center Discussion (Parks and Recreation) *
   d. YMCA Park Partnership Discussion (Parks and Recreation) *
   e. Storm Water Division Equipment Purchases (Public Works) *
   f. NCLM Voting Delegate (City Manager) *
   g. Boards and Commissions Discussion (City Manager) *
   h. Sale of Real Property, North Oak Forest Road Revised Offer (City Manager)
   i. Google Fiber Discussion (Councilmember Stevens)

*Attachments included for work session items.

III. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.
   Invocation (Rev. Joanna Stallings, Good Shepherd Lutheran Church)
   Pledge to the Flag

IV. ROLL CALL

V. PRESENTATIONS

VI. PUBLIC HEARINGS
   A. CU-15-17 Lee Eatmon–West side of Millers Chapel Road between US 70 East and Wilson Street (Planning)
   B. Z-9-17 William T. Hayes-Southeast corner of Mull Smith Lane and Double D Lane (R-20A Residential to RM-9 Residential) (Planning)
   C. Street Closing – Herman Place (Planning)
   PLANNING COMMISSION EXCUSED
   D. PUBLIC HEARING--To allow citizens the opportunity to comment on the City of Goldsboro's draft of the Consolidated Annual Performance and Evaluation Report (CAPER), for Entitlement Grantees receiving Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds (Community Relations) (*Motion/Second)

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

VIII. CONSENT AGENDA ITEMS (*Motion/Second–Roll Call)
   E. Contiguous Annexation Petition – AAA Mini-Storage (Paul Williams Property) (Planning)
   F. Approval of Resolutions to Request Funding through the State and Federal Loans/Grants (Engineering)
   G. Raftelis Financial Consultant, Inc. Service Agreement to complete final stages of the Stormwater Utility program for full implementation (Public Works)
   H. Resolution - 2017 Urgent Repair Program (URP17) (Community Relations)
   I. Informal Bid Request #2017-015 – Abatement and Partial Demolition of Former W.A. Foster Center (Finance)
   J. Sale of Real Property – 1314 and 1316 N. Carolina Street (Finance)
   K. Broker Services/ Supplemental Employee Benefits (Finance)
   L. North Carolina Department of Public Safety, Emergency Management –Flood Mitigation Assistance (FMA) Grant Funds - Hurricane Matthew Water Treatment Plant Mitigation Project (City Manager)
M. Code of Ordinance Update: 98.80 Parades (City Manager)
N. Departmental Monthly Reports

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

X. CITY MANAGER’S REPORT

XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS

XII. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS

XIII. CLOSED SESSION

XIV. ADJOURN
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 PUBLIC HEARING

SUBJECT: PUBLIC HEARING
CU-15-17 Lee Eatmon—West side of Millers Chapel Road between US 70 East and Wilson Street

BACKGROUND: Applicant requests a Conditional Use Permit to allow the operation of an automobile repair shop within the Airport Business zoning district.

The property is zoned Airport Business and is located within the Accident Potential Zone-1 and 75-79 decibel Noise Overlay District for Seymour Johnson Air Force Base.

Area: 20,000 sq. ft. or 0.46 acres
Frontage: 60 ft.
Depth: 200 ft.
Zone: Airport Business (AB)

Existing Use: Previously, the property operated as an automobile repair shop. It has been more than six months since the facility was last operated and, therefore, a Conditional Use Permit will now be required.

Engineering: City water and sewer are not available to the property. The property is not located in a Special Flood Hazard Area.

DISCUSSION: The submitted site plan shows that the property contains an existing 1,965 sq. ft. single-story metal building.

Hours of Operation: Monday-Friday
(8:00 a.m. to 5:00 p.m.)
No. of Employees: 1

Applicant’s floor plan consists of two working bays, an office, storage areas and restrooms.

A private 60 ft. wide paved road serves as an access easement extending from Miller’s Chapel Road 631.19 ft. to the site.
There is sufficient parking to provide for employees as well as well as customers.

The applicant has indicated that there will be no outside storage on the site and, therefore, no screening of the premises will be required.

Existing vegetation surrounds the proposed site and this will satisfy the City’s landscape requirements.

According to Seymour Johnson AFB 2011 Air Installation Compatible Use Zone (AICUZ) report, the subject property falls within the 75-79 day-night average sound level (DNL) noise zone. The proposed use is compatible as long as measures to achieve a noise level reduction of 30 decibels will be incorporated into the design and construction of portions of the building where the public is received.

In addition, the subject property is located within the APZ-1. The occupancy of the property would be limited to twelve (12) people. The density is considered compatible because the calculated FAR (Floor/Area Ration) is less than the maximum FAR of 0.11 as required by the AICUZ report.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council meeting on October 2, 2017.

Date: 9-7-2017

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 A CONDITIONAL USE PERMIT
TO ALLOW AN AUTOMOBILE REPAIR SHOP
WITHIN THE AIRPORT-BUSINESS ZONING DISTRICT

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, September 18, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of an automobile repair shop within the Airport-Business zoning district.

CU-15-17 Lee Eatmon – West side of Millers Chapel Road between US 70 East and Wilson Street

The Wayne County Tax Identification No. is 3528-34-0029. The property has a frontage of 60 ft. (easement), a width of 100 ft., a depth of 200 ft. and a total area of 20,000 sq. ft., or .46 acres.

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, Jr., City Attorney

PUBLISH: September 1, 2017
September 7, 2017
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Z-9-17 William T. Hayes-Southeast corner of Mull Smith Lane and Double D Lane (R-20A Residential to RM-9 Residential)

BACKGROUND: Applicant requests a zoning change from R-20A to RM-9 which would allow for the placement of one manufactured (mobile) home on an individual lot.

Frontage: 280 ft. on Mull Smith Lane
203.79 ft. on Double D Lane
Area: 49,828 sq. ft. or 1.14 acres

Surrounding Zoning: North: R-20A Residential
South: RM-9 and R-20A Residential
East: R-20A Residential
West: R-20A Residential

Existing use: The property had most recently been occupied by one manufactured home which was destroyed by fire. Since the unit was not replaced within a six-month period, rezoning of the lot will be necessary in order to allow replacement at this time.

Adjacent and surrounding properties primarily consist of single-wide manufactured homes located on private lots. There are two lots to the south of the subject property which were rezoned to RM-9 Residential in 2001.

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

DISCUSSION: Engineering Comments: City water and sewer are not
available to serve the subject property. The property is not located in a Special Flood Hazard Area.

The RM-9 zoning district will require the manufactured home to comply with City and State regulations. Manufactured homes are required to have the appearance of a site-built, single family dwelling unit permanently located on its lot with a pitched roof, masonry underpinning, parallel to the front property line and in good condition with no signs of rust.

Properties in the area are served by undedicated, private dirt paths through easements. As a result, the subject lot does not have frontage on an improved public street. The applicant has requested a modification of the requirement that all lots front on an improved street in order to allow placement of the mobile home.

RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council's meeting on October 2, 2017.

Date: 9-7-2017

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, September 18, 2017.

Z-9-17 William T. Hayes – Southeast corner of Mull Smith Lane and Double D Lane

The Tax Identification No. is 3630-41-2231. The property has a frontage of 280 ft. on Mull Smith Lane, a frontage of 203.79 ft. on Double D Lane and a total area of approximately 57,061.2 sq. ft., or 1.3 Acres. The present zoning classification is R-20A Residential. The proposed zoning classification is RM-9 Residential Manufactured 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.

[Signature]
Melissa C. Corser, City Clerk

PUBLISH: August 31, 2017
September 7, 2017

[Signature]
James D. Womble, City Attorney
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 COUNCIL MEETING

SUBJECT: PUBLIC HEARING
Street Closing – Herman Place

BACKGROUND: On March 6, 2017, the City Council asked the staff to investigate closing a number of unimproved street sections within the City Limits.

The street section has been identified on the attached map and has an approximate length of 300 ft. and a right-of-way width of 50 ft.

DISCUSSION: The petitioned street closing has been forwarded to the Fire, Police, Engineering and Public Works Departments for their review. No objections have been received.

If the street is closed, ownership of the right-of-way would be split equally between the adjoining property owners and a utility easement would be retained over the entire closed right-of-way for maintenance of an 8-inch sanitary sewer line.

The Council, on August 21, 2017, adopted a Resolution of Intent setting the public hearing and that Resolution was advertised for four weeks in the newspaper. Adjacent owners were notified of the hearing by certified mail and the street was posted with notice of the public hearing.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on October 2, 2017.

Date: 9-7-2017
Planning Director

Date: _________________________
City Manager

ssj
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 COUNCIL MEETING

SUBJECT:   PUBLIC HEARING

To allow citizens the opportunity to comment on the City of Goldsboro's draft of the Consolidated Annual Performance and Evaluation Report (CAPER), for Entitlement Grantees receiving Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds.

BACKGROUND:  On July 1, 2017, the City of Goldsboro received $312,836 in CDBG funds and $159,629 in HOME funds from the Department of Housing and Urban Development (HUD) for fiscal year 2016-2017 to administer its Community Development Programs.

The CAPER provides an opportunity for the City to assess its annual performance and to discuss what actions or changes it should take as a result of its performance. In addition, it is designed to provide information on how the City actually used its entitlement funds during the most recently completed program year, July 1, 2016 through June 30, 2017.

To comply with program guidelines, the City must meet the following citizen participation requirements:

1. Make the CAPER available to the public for examination and comment for a period of not less than 15 days prior to submission.

2. Provide a description of the process it undertook to ensure the public had an opportunity to review and comment on the CAPER.

3. Provide a summary of public comments received as a result of the citizen participation process.

DISCUSSION:  The primary objective of the Community Development Program is the development of viable urban communities and expanding economic opportunities, principally for persons of low and moderate-income.
A draft of the CAPER has been prepared and was available for review from September 5, 2017 to September 19, 2017. A copy of the report was placed at public access sites such as the City of Goldsboro Planning Department, the Office of the City Clerk in the New City Hall Annex, 200 North Center Street, in the Community Relations Department, City Hall, 214 North Center Street; at the Wayne County Public Library, 1001 East Ash Street; at the Goldsboro Housing Authority, 1729 Edgerton Street, Goldsboro; and on the City’s website at www.goldsboronc.gov.

Notice of this public meeting was advertised in the Goldsboro News Argus on August 25, 2017.

RECOMMENDATION: By motion, after the public hearing:

1. Direct the staff to incorporate any comments at the public hearing into the City's CAPER; and

2. Authorize the staff to submit any needs identified or comments received to the Department of Housing and Urban Development (HUD) after the required comment period has ended.

Date: ____________________________  ____________________________

Community Relations Director

Date: ____________________________  ____________________________

City Manager

ssc
City of Goldsboro

Community Development Block Grant (CDBG)
Home Investment Partnership (HOME)

Reporting Period
July 1, 2016 thru June 30, 2017
Synopsis

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
HOME INVESTMENT PARTNERSHIP PROGRAM

CITY OF GOLDSBORO, NORTH CAROLINA

GOLDSBORO CITY COUNCIL

Mayor
Chuck Allen, Mayor

City Manager
Scott A. Stevens

District One
Antonio Williams

District Two
Bill Broadaway

District Three
Mark A. Stevens

District Four
Bevan Foster

District Five
David Ham

District Six
Gene Aycock

COMMUNITY RELATIONS DEPARTMENT

Community Relations Director
Shycole Simpson-Carter

Physical Address
200 N. Center Street
Goldsboro, NC 27530
(919) 580-4318

Mailing Address
P.O. Drawer A
Goldsboro, NC 27533-9701
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INTRODUCTION

Beginning with fiscal year 1996, the Department of Housing and Urban Development (HUD) amended its regulations to allow for the single submission of six planning and application submissions for Community Planning and Development's (CPD) formula grant programs. This new planning document, the Consolidated Plan, considers non-housing community development needs as well as housing needs, and is designed to allow communities to create a unified vision for meeting the needs of low and moderate-income families. As a part of the Consolidated Plan process, jurisdictions were required to submit to HUD an Annual Performance Report (APR) and the Grantee Performance Report (GPR) that describes annual achievements towards meeting the strategies and objectives outlined in the Consolidated Plan.

HUD and its Community Planning and Development (CPD) formula grant program grantees will be transitioning to a new Integrated Disbursement and Information System (IDIS). All Entitlement grantees should be using the system to track disbursements and report performance on outputs and outcomes for the program year. Grantees must report on program year accomplishments, outcomes, and performance and Field Office staff subsequently must review that performance. With the development of the Integrated Disbursement and Information System (IDIS), the Consolidated Annual Performance Evaluation Report (CAPER) is now the means by which the reports are being submitted.

Beginning October 1, 2006, each Consolidated Annual Performance and Evaluation Report (CAPER) or Performance and Evaluation Report (PER) should include the status of the grantee's efforts toward implementing outcome performance measurement system requirements described in the Federal Register Notice dated March 7, 2006. All CAPER or PER reports should provide a description of how the jurisdiction's or State's program provided new or improved availability/accessibility, affordability, sustainability of decent housing, a suitable living environment, and economic opportunity. The CAPER/PER must include a comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.
I. EXECUTIVE SUMMARY

The City of Goldsboro (City) submitted its Annual Action Plan for fiscal year 2016-2017 on May 15, 2016 to the Department of Housing and Urban Development. In August 2016, HUD approved the City’s Annual Action Plan and Goldsboro was awarded $312,836 in Community Development Block Grant (CDBG) and $159,629 in HOME Investment Partnership (HOME) funds to perform eligible housing and non-housing community development activities for low-to-moderate income citizens of this area.

The 2016-2017 Annual Action Plan described in detail the housing and non-housing needs of the area, market conditions based on the best data available at the time and set forth strategies that established priorities for meeting the needs identified. Additionally, the Plan outlined resources anticipated to be available to address priority areas of need and established an Annual Action Plan that identified the intended uses of resources. During the past year, 2016-2017, the City used federal entitlement funds to provide decent, safe, and affordable housing for low-to-moderate income citizens through housing rehabilitation and homeownership assistance programs, provided funds for public facilities and improvements, assisted with public services, and funded after school enrichment activities for the City's low-to-moderate income children. The City of Goldsboro completed many of its strategic community goals in program year 2016-2017. In areas, where goals were not fully completed the City has developed plans to address those areas to utilize in the upcoming fiscal year.

The City of Goldsboro continues to use the HOME allocation to offer homebuyer assistance for first-time homebuyers and to expand the affordable housing stock for low-to-moderate income persons and families through its designated Community Housing Development Organization (CHDO), Habitat for Humanity of Goldsboro-Wayne, Inc.

This 2016-2017 CAPER summarizes the City's achievements in meeting the objectives set forth in 2016-2017 Annual Action Plan. It covers the period July 1, 2016 through June 30, 2017.

Summary of Resources

In accordance with 24 CFR Part 21, 220 of Title 1 of the Housing and Community Development Act of 1974, as amended, the City of Goldsboro’s one year Action Plan outlined the activities that were funded using CDBG and HOME funds as well as identify leveraged funds from other sources. The following funding was available to address the goals and objectives in the City of Goldsboro’s Annual Action Plan FY 2016, which were implemented between July 1, 2016 and June 30, 2017.

In FY 2016-2017, the City received $312,836 in CDBG funds and $159,629 in HOME funds. In addition to FY16 allocations, the City had approximately $211,078 in prior year CDBG funds, $52,083 in prior year HOME funds, and $100,000 in Urgent Repair funds from NC Housing Finance Agency. The City was granted 100% HOME Match Reduction; therefore, the City was not required to provide local matching funds for FY16 HOME allocation. The City receipted program income of $5,815 in CDBG and $4,153 in HOME as a result of the repayment of housing rehabilitation loans invested to benefit low-to-moderate income families in previous years. The program income was disbursed according to the HUD guidelines with program income being disbursed before other funds are used for administrative costs and program activities.
Private financial institutions and lenders, within the area, continue to support the City’s affordable housing initiatives by making available advantageous mortgage programs that assist low-to-moderate income residents to become first-time homebuyers. Financial institutions and lenders that participated in the City’s Homebuyer Assistance Program for 2015-2016 included Habitat for Humanities of Goldsboro-Wayne County, and North Carolina Housing Finance Agency. These Lenders contributed funds toward four (4) mortgages for a first-time homebuyer in the amount of $351,833.

<table>
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<tr>
<th>FY16-17 Funding &amp; Sources</th>
<th>CDBG</th>
<th>HOME</th>
<th>Other Funds</th>
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<td>CDBG Program Income</td>
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<td>CDBG Prior Year Funds</td>
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<td>2016-2017 HOME Program Funds</td>
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**Distribution of Funds**

All Community Development funds received by the City of Goldsboro were used on eligible housing and non-housing community development activities within the City limits of Goldsboro and primarily benefit the low-to-moderate income citizens of this area. Goldsboro's housing and non-housing programs are Citywide; however, we are concentrating our efforts on areas needing to receive a very high priority for revitalization and the rehabilitation of housing occupied by elderly and handicapped individuals.
The 2016 census data shows that 42% of the population within the city limits has been identified as low-to-moderate-income residents (households earning 80% or less than of the Area Median Income of $52,600. The City’s Low/Mod benefit this reporting period was 100%.

The Community Development Department was able to complete many of its strategic community goals in this reporting period. The City of Goldsboro did revise its Recapture Provisions for HOME-Assisted Homebuyer Activities to reflect the guidance provided in the CPD 12-003 Notice during the reporting period. The City will continue to monitor the market for participation opportunities, particularly in the areas of eliminating homelessness and poverty in the community and work with the Down East Coalition to Eliminate Homelessness Continuum of Care.

Program activities projected this reporting period included housing rehabilitation, homebuyer assistance, affordable housing development, hazardous testing and clearance, acquisition, demolition and clearance, after-school enrichment/public services, CHDO housing construction, transitional housing, and public facility improvements. The following table and narratives provide a discussion of planned activities, projected expenditures and actual expenditures of funds.

### II. FIVE-YEAR ASSESSMENT OF PROGRESS

Table 1A: Five-Year Objectives: Goldsboro Consolidated Plan 2015-2020

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<th>2017 Year 3 Goals</th>
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<td>5</td>
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<td>Grand Totals</td>
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### III. ASSESSMENT OF ANNUAL PROGRESS

#### Table 1B: One-Year Progress within Goldsboro 2015-2020 Consolidated Plan

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>2016 Year 2</th>
<th>Funds Expended</th>
<th>Percentage of Total Funds Expended</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Number of Activities/Projects</td>
<td>$</td>
<td></td>
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<tr>
<td>Housing Rehabilitation</td>
<td>4</td>
<td>$26,823</td>
<td>4%</td>
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<tr>
<td>Urgent Repair (URP16)</td>
<td>14</td>
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<tr>
<td>Hazardous Material (Testing and Monitoring)</td>
<td>0</td>
<td>$0</td>
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<tr>
<td>Homebuyer Assistance</td>
<td>4</td>
<td>$57,224</td>
<td>8%</td>
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<tr>
<td>Public Facilities and Improvements</td>
<td>1</td>
<td>$293,150</td>
<td>42%</td>
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<tr>
<td>Public Services</td>
<td>6</td>
<td>$46,486</td>
<td>7%</td>
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<tr>
<td>Demolition and Clearance</td>
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<td>$0</td>
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<tr>
<td>CHDO Activity</td>
<td>2</td>
<td>$55,000</td>
<td>8%</td>
</tr>
<tr>
<td>Economic Development</td>
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<td>3%</td>
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<tr>
<td>Westend NRSA</td>
<td>0</td>
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<td>Transitional Housing</td>
<td>2</td>
<td>$24,481</td>
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<tr>
<td>CDBG &amp; HOME Program Admin Cost</td>
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<td><strong>TOTALS</strong></td>
<td><strong>34</strong></td>
<td><strong>$700,300.50</strong></td>
<td><strong>100%</strong></td>
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### Activity List

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<tr>
<th>Project</th>
<th>IDIS Activity ID</th>
<th>Activity Name</th>
<th>Activity Status</th>
<th>Program</th>
<th>Funded Amount</th>
<th>Draw Amount</th>
<th>Balance</th>
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<tbody>
<tr>
<td>Homeowner Rehabilitation</td>
<td>651</td>
<td>REHAB SERVICE DELIVERY</td>
<td>Open</td>
<td>CDBG</td>
<td>$26,822.67</td>
<td>$26,737.59</td>
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<tr>
<td>Homebuyer Assistance</td>
<td>652</td>
<td>211 Shaw Court</td>
<td>Open</td>
<td>HOME</td>
<td>$10,900.00</td>
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<td></td>
<td>$26,822.67</td>
<td>$26,737.59</td>
<td>$85.08</td>
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<td>641</td>
<td>Boys &amp; Girls Club of Wayne County</td>
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<td>CDBG</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<td></td>
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<td>Consumer Credit Counseling Services (CCCS)</td>
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<td>CDBG</td>
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<tr>
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<td>644</td>
<td>Rebuilding Broken Places, CDC</td>
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<td>CDBG</td>
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<td>$4,000.00</td>
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<tr>
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<td>Wayne Community College (WCC)</td>
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<tr>
<td></td>
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<td>Wayne Initiative for School Health (WISH)</td>
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<td>CHDO Activity</td>
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<td>809 Weaver Drive</td>
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<td>HOME</td>
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<td>CDBG &amp; HOME Program Admin</td>
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<td>CDBG Program Admin Cost</td>
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### Public Facilities

<table>
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<tr>
<th>Project</th>
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<th>Activity Name</th>
<th>Activity Status</th>
<th>Program</th>
<th>Funded Amount</th>
<th>Draw Amount</th>
<th>Balance</th>
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<tr>
<td>Public Facilities</td>
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<td>WA Foster Recreational Center - New Construction</td>
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<td>Project Total</td>
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<td>$813,489.98</td>
<td>$813,489.98</td>
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</table>
1. Citizen Comments and Participation

Participation -- The City of Goldsboro provided for and encouraged citizen participation in the development and implementation of the Consolidated Plan and any subsequent amendments, Action Plans and CAPER. Particular emphasis was placed on participation by persons of low-to-moderate income who are residents of low and moderate-income neighborhoods and/or slum and blighted areas, and residents of public housing.

Access and Publishing of Action Plan and CAPER -- The City of Goldsboro provided citizens with reasonable and timely access to the Annual Action Plan and CAPER related to the City’s proposed and actual use of funds. This was done through public meetings scheduled by the City, which were advertised in the local newspaper Goldsboro News-Argus and the City’s website www.goldsboro.nc.gov. Meetings were held within the City limits in or near areas identified as slum and blighted and/or areas of predominantly low-to-moderate income persons. All meetings of the City were accessible to persons with disabilities. A summary of the City’s 2016-2017 Action plan was published in the Goldsboro News Argus on March 1, 2016. The advertisement for the CAPER fifteen (15) day-review was published in the Goldsboro News Argus on August 25, 2017. Copies of the Plan were made available upon request in accordance with City policies regarding making copies.

Public Hearings -- The City of Goldsboro provides for a minimum of two public hearings and/or meetings per year to obtain citizens’ views and to respond to proposals and questions at all stages of the compilation of the Action Plan. A public hearing will be held on Monday, September 18, 2017 at 7:00 pm during the regular meeting of the Mayor and City Council to allow citizens to review the CAPER.

The City of Goldsboro will make available a translator for non-English speaking residents in the case of public hearings when the City was notified that a non-English speaking resident would be in attendance. An interpreter will be available for hearing-impaired residents. Such requests must be made to the City Clerk’s office no later than 4 days prior to the public hearing.

Comments -- Availability of the CAPER was publicized in the Goldsboro News-Argus detailing where the Plan can be reviewed and posted on the City’s website www.goldsboronc.gov. Review of this report will be made available for comments from September 5, 2017 through September 19, 2017. The City of Goldsboro has not received any comments to incorporate into the draft report of the 2016-2017 CAPER. The CAPER was available at the City’s Planning Department, the Office of the City Clerk in the City Hall Annex, 200 North Center Street, at the Community Relations office in the Historic City Hall Building, 214 North Center Street, at the Wayne County Public Library, 1001 East Ash Street, Goldsboro, at the Goldsboro Housing Authority, 1729 Edgerton Street, Goldsboro, and on the City’s website at www.goldsboronc.gov.

2. Self-Evaluation of Annual Performance

The City of Goldsboro was able to complete many of its strategic community goals and objectives planned for the 2016-2017 program year and for the 2015-2020 Consolidated Plan reporting period; all activities were consistent with the Consolidated Plan. The City will continue in its efforts to address the needs of low-to-moderate income citizens. The City will also continue to look for ways to improve its progress, seek additional resources, and work closely with agencies in the community.
who share the City’s commitment to housing and rebuilding our communities.

Goldsboro’s Consolidated Plan was developed with the objective of the Housing and Community Development Act clearly in mind and has been referred to regularly to ensure in compliance with the objectives of the Act. CDBG regulations require that a grantee disburses its funds on a timely basis and not have more than 1.5 times its current allocation in its line of credit 60 days prior to the end of its program year. The deadline for meeting the timeliness test for fiscal year 2016 was May 2, 2017. During this reporting period, the City met the timely expenditure test with a 0.88 ratio.

Program activities are administered by the Community Relations staff with assistance from the Planning, Engineering, and Inspections Department as well as the Assistant City Manager, City Manager, and City Clerk. A great number of citizens were positively impacted by the various CDBG and HOME programs administered, which resulted in decent, safe, and sanitary housing for many of the City’s low-to-moderate income citizens.

Although assistance to first-time homebuyers and owner-occupied rehabilitations slowed considerably, the activities carried out under Public Services enhanced the quality of life for many families and academic performance for many disadvantaged and low-to-moderate income youth throughout the City. The housing crisis continues to slow construction of new single-family housing, with the exception of Habitat for Humanity, which serves as its own lender.

The City met the HOME commitment and drawdown deadlines for FY15, namely commitment of HOME entitlement funds within two years, reservation of at least 15% of HOME funds to CHDOs within two years, and drawdown of HOME entitlement funds within five years. The City continued reviewing its procedures related to grant reconciliation and implementing procedures to ensure effective monitoring for allocation of expenditures, as well as, developing and implementing strategies to improve the City’s overall performance.

IV. CDBG PROGRAM NARRATIVES

1. Funds to Goals and Objectives - CDBG

The City of Goldsboro achieved most of its goals and objectives planned for the 2016-2017 program year; all activities were consistent with the Consolidated Plan. During this reporting period, the City of Goldsboro disbursed $472,869 in CDBG funds for the homeowner rehabilitation, public facilities and improvements, public services, hazard material testing/clearance, and transitional housing program, including program-operating costs (planning and administration). Program accomplishments have been summarized in Section III Assessment of Annual Progress. Grantee funds were used exclusively to meet national objectives.

2. Changes in Program Objectives

Although, the City’s efforts are being focused on stretching limited funds to “do more with less.” There was one change this program year from previous program years. The City used $24,481 of CDBG funds for Transitional Housing to fund Wayne Uplift Resource Association and HGDC Community Crisis Center, Inc. as a subrecipient to provide service to address homelessness and domestic violence needs.
3. **Anti-displacement and Relocation**

In order to comply with the requirements of Section 104(d) Housing and Community Development Act of 1974, the City of Goldsboro intends to minimize any displacement resulting from any HUD activities. However, should any displacement occur as a result of a HUD activity, the City intends to follow the regulations for displacement and relocation as described in 24 CFR 570.606. Should any real property acquisition result because of a HUD assisted activity, the guidelines of 49 CFR 24 subpart b will be followed.

**DISPLACEMENT AND RELOCATION STRATEGY AND REGULATIONS**

Section 104(d) of the Housing and Community Development Act, as amended, requires the City of Goldsboro to adopt; make public, and certify that it is following a Residential Ant-displacement and Relocation Assistance Plan. The definitions of a "displaced person" and regulations concerning relocation and displacement are contained in 24 CFR Sec. 570.606 and 49 CFR 24.

**PREVENTION AND MINIMIZATION OF DISPLACEMENT**

The City of Goldsboro will take all reasonable steps to prevent and minimize the displacement of families, individuals, businesses, non-profit organizations, and farms as a result of activities assisted under the Community Development Block Grant Program.

These steps will include:

1) Stage rehabilitation in order to allow tenants to remain during and after rehab, or
   a. Stage the rehab so that empty buildings or units can be rehabbed first and then allow tenants to move into rehabbed units before rehab commences on occupied units.

2) Establish temporary relocation facilities in order to house families whose displacement will be of short duration so that they can move back to their neighborhood after rehab or construction.

3) Adopt policies, which help to ensure certain rights for tenants with condominium or cooperative conversions.

4) Inform residents of neighborhoods with proposed revitalization, through local media (that is targeted at the specific neighborhoods) that public programs exist to assist households facing displacement.

5) Give participants the opportunity to relocate to the project area upon completion of the project.

6) Provide relocation advisory service.

**ONE FOR ONE-REPLACEMENT UNITS**

The City of Goldsboro will replace all occupied and vacant occupiable low-to-moderate income dwelling units demolished or converted to a use other than as low-to-moderate income housing units in connection with an activity assisted under the Community Development Block Grant program.
All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation related to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Goldsboro will make public and submit to the HUD Field Office the following information, in writing:

**RESIDENTIAL ANTIDISPLACEMENT & RELOCATION ASSISTANCE PLAN**

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/mod income dwelling units as a direct result of the assisted activities;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of Goldsboro will provide relocation assistance, as described in 24 CFR 570.606, to each low-to-moderate income household displaced by demolition of housing or by the conversion of a low-to-moderate income dwelling to another use as a direct result of assisted activities.

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**Code of Federal Regulations**

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**Title 24 - Housing and Urban Development**

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**Volume: 3**
Date: 2011-04-01
Original Date: 2010-04-01
Title: Section 570.606 - Displacement, relocation, acquisition, and replacement of housing.

**570.606 Displacement, relocation, acquisition, and replacement of housing.**

(a) General policy for minimizing displacement. Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.
Relocation assistance for displaced persons at URA levels. (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) Displaced person. (i) For purposes of paragraph (b) of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and anyone of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term "displaced person -" does not include:
(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUO must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) Initiation of negotiations. For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term "initiation of negotiations" means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) Residential antidisplacement and relocation assistance plan. The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) Optional relocation assistance. Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) Acquisition of real property. The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) Appeals. If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In
addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) **Responsibility of grantee or State.** (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State COBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102) [61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]
4. Program Income

The City receipted $5,815 in CDBG program income in the Integrated Disbursement and Information System (IDIS). All of the program income was expended as required by the established guidelines. CDBG and HOME program incomes are budgeted for eligible program activities and drawn on a first-in, first-out basis.

5. Loans and other receivables

CDBG and HOME: Total number of Loans outstanding and principal balance owed as of the end of this reporting period, July 1, 2016 through June 30, 2017. Of the number of loans listed below, there is one loan currently in default. The Community Development staff has been working with customers who have fallen behind in the monthly payments due to the economic downturn.

<table>
<thead>
<tr>
<th>LOAN TYPE</th>
<th>No. of Loans</th>
<th>Loan Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeowner Rehab - Deferred</td>
<td>33</td>
<td>$433,479</td>
</tr>
<tr>
<td>Homeowner Rehab - 0%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Homeowner Rehab - 2%</td>
<td>8</td>
<td>$172,645</td>
</tr>
<tr>
<td>Rental Rehab Loan - 2%</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Homebuyer Assistance - Deferred</td>
<td>48</td>
<td>$554,430</td>
</tr>
<tr>
<td>Outstanding Loan Amount</td>
<td>89</td>
<td>$1,160,554</td>
</tr>
</tbody>
</table>

6. Neighborhood Revitalization Strategies

As previously stated, no CDBG or HOME funds were expended for the Westend NRSA this reporting period. However, the City is still committed to concentrating its CDBG funds and efforts in the Westend NRSA to address issues of slum and blighting conditions, abandoned structures, infrastructure needs and economic development. To achieve this, the City will use its CDBG and HOME funds to inject resources and investment into an identified area to work towards the goal of revitalizing the neighborhood and encourage outside investment and renewal into a declining neighborhood. This form of strategy, will allow the City to be eligible to apply for Section 108 loan funds to help finance the costs of the neighborhood revitalization activities.
NEIGHBORHOOD REVITALIZATION STRATEGY AREA

A neighborhood revitalization strategy includes the economic empowerment of low- and moderate-income persons allows cities greater flexibility in the use of CDBG funds in the revitalization area(s). These incentives are as follows:

(1) **Job Creation/Retention as Low/Mod Area Benefit:** Job creation/retention activities undertaken pursuant to the strategy may be qualified as meeting area benefit requirements, thus eliminating the need for a business to track the income of persons that take, or are considered for, such jobs (24CFR 570.208(a)(1)(vii) and (d)(5)(i));

(2) **Aggregation of Housing Units:** Housing units assisted pursuant to the strategy may be considered to be part of a single structure for purposes of applying the low- and moderate-income national objective criteria, thus providing greater flexibility to carry out housing programs that revitalize a neighborhood (24 CFR 570.208(a)(3) and (d)(5)(ii));

(3) **Aggregate Public Benefit Standard Exemption:** Economic development activities carried out under the strategy may, at the grantee's option, be exempt from the aggregate public benefit standards, thus increasing a grantee's flexibility for program design as well as reducing its record-keeping requirements (24CFR 570.209(b)(2)(v)(L) and (M)); and,

(4) **Public Service Cap Expenditure:** Public services carried out pursuant to the strategy by a Community-Based Development Organization will be exempt from the public service cap (24 CFR 570.204(b)(2)(ii)).

In developing a neighborhood revitalization strategy, localities should consider that HUD will approve the strategy for this purpose only if it meets the following criteria:

(1) **Boundaries:** The grantee has identified the neighborhood's boundaries for which the strategy applies. All areas within those boundaries must be contiguous;

(2) **Demographic Criteria:** The designated area must be primarily residential and contain a percentage of low-and moderate-income residents that is equal to the "upper quartile percentage" (as computed by HUD pursuant to (24 CFR 570.208(a)(1)(ii) or 70 percent, whichever is less, but not less than 51 percent);

(3) **Consultation:** The strategy must be developed in consultation with the area's stakeholders, including residents, owners/operators of businesses and financial institutions, non-profit organizations, and community groups that are in or serve the neighborhood;

(4) **Assessment:** The strategy must include an assessment of the economic situation in the area and an examination of economic development improvement opportunities and the problems likely to be encountered;
(5) **Economic Empowerment:** There must be a realistic development strategy and implementation plan to promote the area's economic progress focusing on activities to create meaningful jobs for the unemployed and low-and moderate-income residents of the area (including jobs created by HUD-assisted efforts) as well as activities to promote the substantial revitalization of the neighborhood; and

(6) **Performance Measurement:** The strategy must identify the results (e.g. physical improvements, social initiatives, and economic empowerment) expected to be achieved, expressing them in terms that are readily measurable. This will be in the form of "benchmarks."

Since the grantee's HUD CPD Field Office representative will review the neighborhood strategy submission, the grantee should consult with its HUD representative to discuss what existing documents and information the grantee will be relying on for its submission and what information HUD will need to make this approval. Approval of the jurisdiction's Consolidated Plan does not imply approval of a neighborhood revitalization strategy proposal HUD approval of any such strategy will be issued separately.

V. **HOME PROGRAM NARRATIVE**

1. **Funds Goal and Objectives - HOME**

During this reporting period, the City of Goldsboro disbursed **$97,982** in HOME funds for eligible activities under the HOME Program. HOME funds were expended for the homeowner rehabilitation, CHDO activity and operating, direct-subsidy assistance for homebuyer assistance, and rental affordable housing development, including program-operating costs (planning and administration). Program accomplishments have been summarized in Section III Assessment of Annual Progress. Grantee funds were used exclusively to meet national objectives.

2. **HOME Match Report**

For fiscal year 2016-2017 HOME funds, the City received a HOME Match Reduction of a 100% due to fiscal distress; therefore, the City was not required to provide local matching funds for FY16 HOME program. These activities included homeowner rehabilitation, CHDO activity and operating, direct-subsidy assistance for homebuyer assistance, and rental affordable housing development, including program-operating costs (planning and administration).

3. **Minority/Women Business Enterprise (MWBE) Report**

Minority/Women Business Enterprise (MWBE) participation for all programs is now only reported on the HUD 2516 form to be submitted by October 15th. Although much focus has been on implementing Section 3 program goals, there is much overlap between Section 3 contractors and vendors and M/WBE eligible contractors and vendors. Both elements are coordinated with the M/WBE program office. A cross-certification, single-form process was established to facilitate certification for those who may be eligible under both categories.
To comply with federal regulations, the City Council adopted a Resolution establishing a verifiable goal of fifteen percent (15%) of the total dollar amount of all contracts for participation by minority and/or women's businesses in the awareness of contracts for CDBG and HOME Program activities. The Community Development staff has compiled a list of minority and female contractors, subcontractors, and suppliers in our area and when advertising for bids on CDBG or HOME projects, we advertise for the purpose of soliciting minority and female contractors. Bid packages were provided to each minority and female contractor on our list as well as advertisement in the local newspaper welcoming minority and female contractors’ bids.

**MWBE PROGRAM POLICY AND PROCEDURES**

**Statement of Policy**

It is the policy of the City of Goldsboro to provide minorities and women equal opportunity to participate in the programs and services offered by the City.

Further, it is the City of Goldsboro's policy to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, familial status, handicap, or national origin.

**Procedures**

The City of Goldsboro Planning and Community Development Department will actively seek and identity qualified minority and women business enterprises and offer them the opportunity to participate in all program and services. An outreach program will be coordinated with the City of Goldsboro Community Affairs Offices and several additional outreach methods will be implemented including:

- Direct Solicitations
- Contractor Workshops
- Newspaper Advertisements
- Radio Advertisement

**4. Results of Onsite Inspections of HOME Rental Units**

Pursuant to loan agreements between the City and borrowers, property assisted with HOME, CDBG and/or local funds must be maintained in compliance with Section 8 Housing Quality Standards (HQS) and the Minimum Housing Code of the City. The Community Development and Inspection Department inspect a sample of units of property in the loan portfolio annually. Goldsboro Development Corporation currently has sixteen (16) houses in the rental program. During this reporting period, six (6) houses were inspected. All required repairs were completed as of the end of this reporting period. The Highlands of Goldsboro currently has three (3) designated HOME-Assisted units in the rental program. During this reporting period, three (3) apartments were inspected. There were no required repairs identified this reporting period.
The City of Goldsboro will use the resale provision to recoup the full HOME developer-subsidy assistance, which will be the amount remaining on the affordability period at time resale is trigger; to include, any payments made or pro rata reduction amount applied during the affordability period. This restriction is enforceable by a written Subordination and Standstill Agreement, Promissory Note, Deed of Trust, and Deed Restriction with the developer.

5. **Assessment of Affirmative Marketing Plans Effectiveness**

In accordance with the provisions of the HOME Final Rule, 24 CFR 92.351, the City of Goldsboro has formally adopted a Resolution approving the City's Affirmative Marketing Policy and Implementation Procedures. The purpose of the City's Affirmative Marketing Policy is to ensure those persons of similar income levels in the same housing market area have a like range of choices in housing, regardless of race, color, religion, familial status, handicap, sex or national origin.

The City of Goldsboro’s Community Development and Community Affair Department assessed the effectiveness of the City’s Affirmative Marketing plan as program year 2016-2017 and determined that the City’s current Affirmative Marketing Plan is effectively meeting the goals and objectives. It was also determined that the Affirmative Marketing plan did not waste the City’s time and efforts devoting energy to trying to persuade individuals who simply do not want to move and are highly unlikely to be convinced otherwise. Instead, the City’s plan targeted and informed members of underrepresented race, color, religion, familial status, handicap, sex or national origin who would be interested in moving, but who simply lack information regarding available units or would be much more likely to move if provided with mobility assistance. These individuals are most likely to be ready and able to make a move work and to have the resources necessary for a successful transition.

6. **Program Income**

The City receipted $4,153 in HOME program income in the Integrated Disbursement and Information System (IDIS). All of the program income was expended as required by the established guidelines. HOME program incomes are budgeted for eligible program activities and drawn on a first-in, first-out basis. No HOME program income was utilized towards planning and administrative costs.
CITY OF GOLDSBORO

AGENDA MEMORANDUM

SEPTEMBER 18, 2017 COUNCIL MEETING

SUBJECT: Contiguous Annexation Petition – AAA Mini-Storage (Paul Williams Property)

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

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

The City Council, at their meeting on September 18, 2017 would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

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

Date: 9-7-2017

Planning Director

Date: ______________________________

City Manager

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

Date Submitted: 8-30-2017  

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

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

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

FIRST TRACT: BEGINNING at an iron stake, said beginning point being located N. 35° 59' 00" W. 189.02 feet, N. 64° 01' 00" E. 332.86 feet from a concrete monument within the most Northeastern intersectional corner of Industry Court and N. C. Highway No. 111 North, and said beginning point being located N. 64° 01' 00" E. 332.86 feet from an iron stake on the Northern right of way of Industry Court, the most Northwestern corner of Lot No. 7 of Bryan Industrial Park, Section No. Five as shown by map recorded in Plat Cabinet J, Slide 226 in the Wayne County Registry, and the most Southwestern corner of Lot No. 8 of Bryan Industrial Park, Section No. Five as shown by map recorded in Plat Cabinet J, Slide 267 in the Wayne County Registry; and said beginning point being a corner of Lot No. 7 of Bryan Industrial Park, Section No. Four and the most Southeastern corner of Lot No. 8 of Bryan Industrial Park, Section No. Five; thence from the beginning with the line of Lot No. 8 of Bryan Industrial Park, Section No. Five, N. 47° 06' 27" W. 193.64 feet to an iron stake, the most Northeastern corner of Lot No. 8 of Bryan Industrial Park; Section No. Five; thence N. 08° 04' 04" E. 209.02 feet to an iron stake; thence continuing N. 08° 04' 04" E. 1.26.56 feet to an iron stake in the center of a ditch; thence with and beyond the center of the ditch, N. 64° 32' 52" E. 311.54 feet to a point in the center of the run of Lawle Branch, the most Northeastern corner of Lot No. 6 of Bryan Industrial Park, Section No. Four as shown by map recorded in Plat Cabinet J, Slide 226 in the Wayne County Registry; thence leaving the branch, S. 09° 04' 04" W. 4.95 feet to an iron stake; thence continuing and with the line of Lot No. 6 of Bryan Industrial Park, Section No. Four, S. 09° 04' 04" W. 72.46 feet to an iron stake; thence continuing S. 69° 04' 04" W. 14.12 feet to an iron stake; thence continuing and with the line of Lot No. 6 of Bryan Industrial Park, Section No. Four, S. 09° 04' 04" W. 427.40 feet to an iron stake, the most Northeastern corner of Lot No. 7 of Bryan Industrial Park, Section No. Four; thence with the line of Lot No. 7 of Bryan Industrial Park, Section No. Four, N. 60° 59' 59" W. 99.62 feet to an iron stake, a corner of Lot No. 7 of Bryan Industrial Park, Section No. Four as shown by map recorded in Plat Cabinet J, Slide 226 in the Wayne County Registry, and the most Southeastern corner of Lot No. 8 of Bryan Industrial Park, Section No. Five as shown by map recorded in Plat Cabinet J, Slide 267 in the Wayne County Registry, the point of beginning, containing 2,928 acres, more or less, according to a survey by Bobby Rex Kornegay, RLS, a map of which is entitled "Survey for Roy N. Williams & Wife Frances K. Williams Goldsboro Township Wayne County, N. C." dated May 22, 1967, and attached to the Deed recorded in Book 1684, Page 350, Wayne County Registry. For title reference see Deed Book 702, Page 475, Wayne County Registry.  

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

Do you declare vested rights?  

(Indicate Yes or No)  

Name and Signature of Owner(s) Address Phone  

[Signature] 1716 Farmington Grove Drive  

[Signature] 919-839-1161 Raleigh NC
SUBJECT: Approval of Resolutions to Request Funding through the State and Federal Loans/Grants

BACKGROUND: The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection systems, water supply/distribution systems, and the cost of Asset Inventory and Assessment projects for water and sewer systems.

DISCUSSION: In the past, the City was required to apply to each program separately (i.e. SRF vs State Reserve). DEQ has now taken the approach of allowing one application to be submitted and providing the best funding package available based on applicants responses.

Projects proposed for loan and/or grant applications are detailed as follows:

**Sewer (CWSRF)**
- Scope – Sewer rehabilitation of Carolina Street, Cherry Hospital, and the Big Ditch Outfall
  Approximate Budget = $1,035,300. Eligible for up to 50% of loan or $500,000 principle forgiveness.

**Water (DWSRF)**
- Scope – Water improvements as listed in the 2009 Utility Master Plan
  Approximate Budget = $2,536,740. Eligible for up to 50% of loan or $500,000 principle forgiveness.

**AIA (Asset Inventory Assessment)**
- This program would allow for up to $150,000 in grant to study water or sewer issues.

RECOMMENDATION: By motion, adopt the attached resolutions authorizing the City Manager to execute and file an application on behalf of the City Goldsboro with the State of North Carolina for loans and/or grants for water and sewer projects.

Date: 12SEP17
Guy M. Anderson, P. E., City Engineer

Date: ______________
Scott A. Stevens, City Manager
RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE CLEAN WATER STATE REVOLVING LOAN PROGRAM FOR WASTEWATER COLLECTION SYSTEMS

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system; and

WHEREAS, the City of Goldsboro has need for and intends to rehabilitate/replace portions of its wastewater collection system; and

WHEREAS, the City of Goldsboro intends to request state funding assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDSBORO:

1. That the City of Goldsboro, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State funding award.

2. That the City of Goldsboro will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

3. That the City Council of the City of Goldsboro agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Goldsboro to make scheduled repayment of the loan, to withhold from the City of Goldsboro any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the City of Goldsboro will provide for efficient operation and maintenance of the project on completion of construction thereof.

5. That Scott Stevens, City Manager of the City of Goldsboro and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Goldsboro with the State of North Carolina for funding to aid in the construction of the project described above.

6. That the City Manager of the City of Goldsboro, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the City of Goldsboro has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

8. Adopted this the ____ day of September, 2017 at City Hall, Goldsboro, North Carolina.

Approved as to Form Only:                          Reviewed by:

_______________________________________       ________________________________
City Attorney                                       City Manager
RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE DW STATE REVOLVING FUND PROGRAM FOR WATER DISTRIBUTION SYSTEMS

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of water supply/distribution system; and

WHEREAS, the City of Goldsboro has need for and intends to rehabilitate/replace portions of its water supply/distribution system; and

WHEREAS, the City of Goldsboro intends to request state funding assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDSBORO:

1. That The City of Goldsboro, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State funding award.

2. That the City of Goldsboro will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

3. That the City Council of the City of Goldsboro agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Goldsboro to make scheduled repayment of the loan, to withhold from the City of Goldsboro any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the City of Goldsboro will provide for efficient operation and maintenance of the project on completion of construction thereof.

5. That Scott Stevens, City Manager of the City of Goldsboro, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Goldsboro with the State of North Carolina for funding to aid in the construction of the project described above.

6. That the City Manager of the City of Goldsboro, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the City of Goldsboro has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

8. Adopted this the _____ day of September, 2017 at City Hall, Goldsboro, North Carolina.

Approved as to Form Only: 

Reviewed by:

_________________________  _________________________
City Attorney                City Manager
RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE DIVISION OF WATER INFRASTRUCTURE ASSET INVENTORY ASSESSMENT GRANT PROGRAM

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of Asset Inventory and Assessment projects for water and sewer systems; and

WHEREAS, the City of Goldsboro has need for and intends to develop an asset management plan for its sewer system described as the City of Goldsboro Sewer Asset Management Plan; and

WHEREAS, the City of Goldsboro intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GOLDSBORO:

1. That the City of Goldsboro, the Applicant, will arrange financing for all remaining costs of the project, including matching funds, if approved for a State grant award.

2. That Scott Stevens, City Manager of the City of Goldsboro, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Goldsboro with the State of North Carolina for a grant to aid in the development of the project described above.

3. That the City Manager of the City of Goldsboro, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

4. That the City of Goldsboro has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

5. Adopted this the _____ day of September, 2017 at City Hall, Goldsboro, North Carolina.

Approved as to Form Only: 

Reviewed by: 

City Attorney

City Manager
SUBJECT: Raftelis Financial Consultant, Inc. Service Agreement to complete final stages of the Stormwater Utility program for full implementation.

BACKGROUND: The City of Goldsboro recently implemented the transition phase of a new stormwater utility program. During this phase, both residential and non-residential customers pay a flat fee equal to the residential rate based on one Equivalent Residential Unit (ERU).

The transition phase was implemented primarily to work through special considerations and requirements for non-residential customers.

DISCUSSION: Raftelis Financial Consultant, Inc., founded and headquartered in North Carolina, has extensive experience in developing stormwater programs nationwide. As such, they have submitted the following scope of services to complete the final stages of the City’s stormwater utility program, enabling full implementation of our non-residential program as early as January 2018:

(a) The consultant team will assist the Client with policies, by developing written policies for stormwater fee credits, appeals, adjustments, incentives, fee caps, and stormwater billing data maintenance. This work will be done collaboratively with the Client and will be informed by the consultant’s expertise gained from similar projects in the past.

   Deliverables: Written policies

(b) The consultant team will review the Client’s current estimate of stormwater services to be provided going forward out five years, and will collaborate with the Client to develop a written five year program description for current and future funding needs and estimated cost of service provision to meet these needs. These are collectively described as the program plan and revenue requirements.

   Deliverables: Written five year program description and estimated cost of service

(c) The consultant team will model expected revenues from the rate set by the Client, taking into account likely collection rates by ratepayer class and other variables to develop a budget and cash flow model for forecasting revenues and estimating the impacts of growth and other types of change over time. The model will use the revenue requirements developed in part (a), and will rely on ERUs provided by the Client by ratepayer class.

   Deliverables: Digital open source budget and cash flow model
(d) The consultant team will develop a draft rate ordinance that can be codified by the City to establish rates and stormwater fee details including the definition of impervious area and the mechanisms for policies described in part (a). The team will work with staff on the document and will attend one Council meeting to aid in the passage of the ordinance.

Deliverables: Draft rate ordinance; attendance at Council meeting

The maximum fee for these above services is $32,170.

Contingency: An additional amount of $10,000 is provided for as a contingency but cannot be expended by the consultant without the Client’s authorization. The contingency funds may potentially be used for additional program planning or budgeting services, for data- or systems-related services, for outreach and education services, or for additional written reports or studies, or for post go-live support such as exhibits or data evaluations.

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in the Stormwater Utility to proceed

RECOMMENDATION: By motion, adopt the attached resolution authorizing the City Manager to execute a Professional Service Agreement with Raftelis Financial Consultants Inc. in the amount of $42,170.

Date: ________________

Richard E. A. Fletcher III, Public Works Director

Date: ________________

Scott A. Stevens, City Manager
RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GOLDSBORO AND RAFTELIS FINANCIAL CONSULTANTS INC. TO COMPLETE THE FINAL STAGES OF THE CITY’S STORMWATER UTILITY PROGRAM FOR FULL IMPLEMENTATION

WHEREAS, the City Council of the City of Goldsboro has determined that it is necessary and in the best public interest to fully implement the City’s stormwater Utility program; and

WHEREAS, the City Council of the City of Goldsboro desires to obtain professional services based on the proposal submitted by Raftelis Financial Consultant Inc.;

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 professional services agreement in the amount of $42,170 with Raftelis Financial Consultant Inc. pertaining to completing the final stages of the City’s Stormwater Utility Program for full implementation.

2. This resolution shall be in full force and effect from and after this __________ day of _________________, 2017.

Approved as to Form Only: Reviewed by:

_________________________________  ____________________________ __
City Attorney       City Manager
This Consulting Agreement (“Agreement”) is entered into this ___ day of ______, 2017 (hereinafter referred to as the effective date of the agreement) by and between the CITY OF GOLDSBORO, NC, 200 N CENTER ST, GOLDSBORO, NC, 27530, (the “Client”) and Rafte lis Financial Consultants, Inc., 227 W. Trade St., Suite 1400, Charlotte, NC 28202 (the “Contractor” or “RFC”).

Witnesseth

WHEREAS, the Contractor has substantial skill and experience in water, wastewater and stormwater finance, management, data analysis, and service delivery, and

WHEREAS, the Client desires to hire the Contractor and the Contractor desires to provide services to the Client,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1.  Statement of Work

RFC shall provide professional consulting services to assist the Client with stormwater utility implementation services. RFC will perform these services as set forth in the scope provided as Attachment A.

Article 2.  Time for Completion

This agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of the Parties and shall be in writing.

Article 3.  Compensation

Client shall pay to RFC the sum not to exceed $42,170, which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement. This maximum amount includes a contingency of $10,000, such that the actual base fee is $32,170. The Contractor will not expend contingency monies without authorization from the client. The parties understand that the total sum is based upon the scope of work contained herein. Any expansion of the scope of work by the Client shall involve the discussion of additional fees by both parties.
RFC shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the RFC for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to the RFC within 30 days.

Article 4. Additional Services

At the Client’s request, the Contractor may submit Task Orders for additional professional services that exceed the maximum compensation. Each Task Order submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to the Contractor prior to the commencement of work on any proposed additional services. Each Task Order for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5. Place of Performance

The Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6. Indemnification

The Contractor hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of the Contractor under this Agreement. RFC shall not be held responsible for any claims caused by the negligence of the Client.

Article 7. Insurance

The Contractor shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on the Contractor’s Certificates of Insurance and the Contractor will provide the Client with these Certificates of Insurance.

Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate

Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence

Workers Compensation insurance – Statutory limits

Professional liability insurance - $2,000,000 in the aggregate

Excess or Umbrella Liability - $2,000,000 in the aggregate
Article 8. Confidential Information

The Client acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, the Contractor may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. The Contractor acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, to not use, duplicate, or divulge to others any such information belonging to the Client or disclosed to the Contractor by the Client without first obtaining written permission from the Client. “Confidential information” as used herein, includes information, materials, products, and deliverables developed during, and discoveries and contributions made by the Contractor in the performance of this Agreement. All tangible embodiments of such information shall be delivered to the Client by the Contractor upon termination hereof, or upon request by the Client, whichever occurs first. The Client acknowledges the Contractor has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that the Contractor will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, RFC’s employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. The Contractor’s employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker’s compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of the Contractor’s employees. The Contractor shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply the Contractor with certain information and/or data, and that the Contractor will rely on such information. It is agreed that the accuracy of such information is not within the Contractor’s control and the Contractor shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of the Contractor’s scope of services.

Article 11. Opinions and Estimates

The Contractor’s opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC’s expertise and qualifications as a professional. The Contractor does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. The Contractor identifies costs, allocates
Article 12. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13. Reuse of Documents

All documents including drawings, calculations, work sheets, survey notes and specifications prepared by RFC pursuant to this Agreement are the property of the Client and shall be delivered to the Client at the completion or termination of the Agreement. Any reuse without specific written verification or adaptation by the Contractor will be at the Client’s sole risk and without liability or legal exposure to the Contractor, and the Client shall indemnify and hold harmless the Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

Article 14. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days’ notice to the Contractor, or (b) for cause, if the Contractor materially breaches this Agreement through no fault of Client and the Contractor neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to RFC.

2. **By the Contractor** (a) for cause, if Client materially breaches this Agreement through no fault of RFC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after the Contractor has given written notice of the alleged breach to Client, or (b) upon five days’ notice if Work under this Agreement has been suspended by either Client or the Contractor in the aggregate for more than 30 days.

3. **Payment upon Termination.** In the event of termination, the Contractor shall be compensated for all work performed prior to the effective date of termination.

Article 15. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.
Article 16. Compliance with Applicable Laws

The Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17. General Provisions

A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.

B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between the Contractor and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment and Delegation: Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Third Party Rights: Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

[Client]
By: __________________________
   Signature
   __________________________
   Title
   __________________________
   Date
   __________________________
   Witness

Raftelis Financial Consultants, Inc.
By: __________________________
   Signature
   Executive Vice President
   __________________________
   Title
   __________________________
   Date
   __________________________
   Witness
This is to certify that an appropriation in the amount of this Agreement is available therefore and that ___________________________ has been authorized to execute the contract and approve all requisitions and change orders.

By ___________________________

______________________________
Title

Seal
Attachment A – Scope of Work

Utility Support Task: The City of Goldsboro has already implemented a flat stormwater fee for all residential and non-residential water customers. This task is designed to encompass the minimum necessary work to be done to complete the utility and go-live with non-residential rates based on measured ERUs developed by the Client. This task includes the following parts:

(a) The consultant team will assist the Client with policies, by developing written policies for stormwater fee credits, appeals, adjustments, incentives, fee caps, and stormwater billing data maintenance. This work will be done collaboratively with the Client and will be informed by the consultant’s expertise gained from similar projects in the past.

   Deliverables: written policies

(b) The consultant team will review the Client’s current estimate of stormwater services to be provided going forward out five years, and will collaborate with the Client to develop a written five year program description for current and future funding needs and estimated cost of service provision to meet these needs. These are collectively described as the program plan and revenue requirements.

   Deliverables: written five year program description and estimated cost of service

(c) The consultant team will model expected revenues from the rate set by the Client, taking into account likely collection rates by ratepayer class and other variables to develop a budget and cash flow model for forecasting revenues and estimating the impacts of growth and other types of change over time. The model will use the revenue requirements developed in part (a), and will rely on ERUs provided by the Client by ratepayer class.

   Deliverables: digital open source budget and cash flow model

(d) The consultant team will develop a draft rate ordinance that can be codified by the City to establish rates and stormwater fee details including the definition of impervious area and the mechanisms for policies described in part (a). The team will work with staff on the document and will attend one Council meeting to aid in the passage of the ordinance.

   Deliverables: draft rate ordinance; attendance at Council meeting

The maximum fee for these above services is $32,170.

Contingency: An additional amount of $10,000 is provided for as a contingency but cannot be expended by the consultant without the Client’s authorization. The contingency funds may potentially be used for additional program planning or budgeting services, for data- or systems-related services, for outreach and education services, or for additional written reports or studies, or for post go-live support such as exhibits or data evaluations.
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 COUNCIL MEETING

SUBJECT: Resolution - 2017 Urgent Repair Program (URP17)

BACKGROUND: 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 the 2017 Urgent Repair Program (URP17) in the amount of $100,000. This grant is to be in conjunction with the City’s Community Development Block Grant Program.

DISCUSSION: North Carolina Housing Finance Agency (NCHFA) has awarded the City funding for the 2017 Urgent Repair Program (URP17) in the amount of $100,000 to assist fourteen (14) 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. The time period of this grant is 16 months beginning on August 14, 2017 and ending on December 31, 2018.

No matching funds are required of the City of Goldsboro in conjunction with this Program.

RECOMMENDATION: By motion, adopt the attached resolution:

1. Approving the URP17 Assistance, Procurement, and Disbursement Policies to conduct this Urgent Repair Program in conjunction with the City’s Community Development Block Grant Program.

2. Authorize the Mayor and City Clerk to sign the URP17 Assistance, Procurement, and Disbursement Policies.

3. Authorize the Mayor and City Clerk to accept and sign a contract with NCHFA in the amount of $100,000.

Date: ___________________________ Community Relations Director

Date: ___________________________ City Manager

ssc
RESOLUTION NO. 2017 –

RESOLUTION APPROVING URP17 ASSISTANCE, PROCUREMENT AND DISBURSEMENT POLICIES

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 the 2017 Urgent Repair Program (URP17) in the amount of $100,000; and

WHEREAS, these funds will be used to assist a minimum of fourteen (14) eligible very-low and low-income homeowners with urgent repairs to prevent displacement, which poses an imminent threat to their life and/or safety; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to adopt and approve the URP17 Assistance, Procurement, and Disbursement Policies and to accept and authorize the execution of this grant to conduct this Urgent Repair Program 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 Urgent Repair Program (URP16) Assistance Policy” and “City of Goldsboro Urgent Repair Program (URP16) 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. The Mayor and City Clerk are hereby authorized and directed to accept and sign a contract with NCHFA in the amount of $100,000.

3. This Resolution shall be in full force and effect from and after the 18th day of September, 2017.

Approved as to form only: Reviewed by:

________________________ _______________________
City Attorney City Manager
INTRODUCTION

The North Carolina Housing Finance Agency has approved the City of Goldsboro’s grant request for funding to assist qualifying very low and low-income homeowners, residing within the municipal boundaries of the City of Goldsboro, in need of urgent housing repairs. The amount of $100,000.00 shall be made available from the North Carolina Housing Finance Agency (NCHFA) to the City of Goldsboro to implement the City’s “Urgent Repair Program 2017”. The funds provided by NCHFA come from the North Carolina Housing Trust Fund. The following assistance policy has been modeled from the guidelines prescribed by the North Carolina Housing Finance Agency for recipients of “Urgent Repair Program” funds:

1.1 GOALS AND OBJECTIVES

1.2 GOALS

The goals of the City of Goldsboro's “Urgent Repair Program 2017” (URP17) are:

1. to alleviate housing conditions which pose an imminent threat to the life or safety of very low and low-income homeowners with special needs;

2. to provide accessibility modifications and other repairs necessary to prevent displacement of very low and low-income homeowners with special needs, such as frail elderly and persons with disabilities;

3. to assist a minimum of fifteen (15) eligible homes within the municipal boundaries of the City of Goldsboro.

1.3 OBJECTIVES

The objectives of the City’s URP17 are:

1. to assist very low-income and low-income owner-occupied households with one or more fulltime household member with special needs (elderly ≥ 62 years of age, handicapped or disabled, single-parent, large households (five or more), Veterans, or households with children who have elevated blood lead levels (between 10µg/dl and 19µg/dl);

2. to serve eligible households located within the municipal boundaries of the City of Goldsboro with urgent repair needs which cannot be met through other state- or federally-funded housing assistance programs;
3. to enable frail elderly and others with physical disabilities to remain in their homes by providing funding for essential accessibility modifications.

2.1 PROGRAM REQUIREMENTS

2.2 USE OF FUNDS

1. Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City’s URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

2. URP17 funds must be used either for hard costs or for URP17 support associated with URP17 eligible repairs or modifications.

3. Eligible repairs must meet the goals and objectives as stated in section 1.1 above and the types of repairs may include, but not limited to:

   1) repair or replace heating and air system;
   2) electrical system hazards;
   3) plumbing system hazards;
   4) imminent structural system failures (e.g., porches, steps, and roofs);
   5) mitigation of environmental hazards such as lead-based paint, asbestos, or soil gases;
   6) repairs necessary to prevent the imminent displacement of eligible households;
   7) repairs designed to increase the accessibility of the unit to frail or disabled residents, including ramps, hand rails and grab bars, kitchen and bathroom adaptations and door alterations, etc.; or
   8) other repairs approved by the Department on a case-by-case basis.

4. Hard costs are defined, in the case of an independent private contractor performing the repair work, as the contract price; or in the case of City work crews performing the repairs, as the direct costs associated with the repairs including labor, materials, mileage, and tool rental.

5. The maximum amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the city’s rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum lifetime limit according to the guidelines of URP17 is $8,000.

6. Program funds must not be used:

   1) in conjunction with any source of state or federal housing assistance (CDBG, HOME, HPG, 504 grants, etc.) ;
   2) on any dwelling unit for which other sources of state or federal assistance are available at the time of the repair work; or
   3) on any dwelling unit for which other sources of state or federal assistance are likely to become available within six months following the completion of the repair work under the URP17.
2.3 PROHIBITED ACTIVITIES

1. None of the funds provided under the City’s URP17 shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

2. There shall be no religious instruction conducted in connection with activities under the City’s URP17;

3. The City will not discriminate against any person employed in the performance of the URP17, or against any applicant for assistance under the URP17 because of race, sex, age, creed, color, physical handicap or national origin. The City will ensure that applicants are processed and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap, or national origin.

4. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract funded by the City’s URP17 if a conflict of interest, real or apparent, would be involved.

2.4 FORM OF ASSISTANCE

1. The City of Goldsboro’s URP17 funds shall be made available to qualifying owner-occupant beneficiaries in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of $1,000 per year, until the principal balance is reduced to zero.

2. The City of Goldsboro shall use loan documents prescribed and provided by the NCHFA in the administration of URP assistance to qualifying beneficiaries.

2.5 ELIGIBLE HOUSEHOLDS

1. Only qualified low and very low-income owner occupants with special needs can be assisted under the City’s URP17. A minimum of 50% of the City’s URP17 funds shall benefit very low-income households with the remainder going to benefit low-income households.

2. City of Goldsboro low-income households are those with gross annual incomes not exceeding 50% of the Median Family Income for North Carolina as defined in the NCHFA “Urgent Repair Program” manual by number of persons in the household (see Income Limits schedule below).

3. City of Goldsboro very low-income households are those households with gross annual incomes not exceeding 30% of the Median Family Income for North Carolina as defined in the NCHFA “Urgent Repair Program” manual by number of persons in the household (see Income Limits schedule below).

4. Eligible households with special needs include households with:

   1) Elderly household member who is at least sixty-two (62) years old;
2) Handicapped or disabled members, defined as follows:

a) A person shall be considered handicapped if he or she has a physical or mental impairment that 1) is expected to be of long-continued and indefinite duration; 2) substantially impedes the person’s ability to live independently; or 3) is such that the person’s ability to live independently could be improved by more suitable housing conditions. A person with a developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)) shall be considered handicapped. An adult who has a chronic mental illness shall be considered handicapped if he or she has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently and whose impairment could be improved by more suitable housing conditions.

b) A person shall be considered disabled if they are receiving Social Security Disability, Railroad Retirement Disability, or Supplemental Security Income as disabled, one hundred percent Veteran’s Administration Disability benefits or is determined to be disabled by a licensed practicing physician.

c) A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program.

3) A single parent with at least one dependent child in residence.

4) Five or more persons.

5) Children below the age of six (6) whose elevated blood lead levels are between 10µg/dl and 19µg/dl.

6) A person who is a military veteran, as defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable

5. The following guidelines shall be used for income determination:

a) Household income is defined as the projected gross annual income of all household members based on the twelve-month period preceding the date of application. The income of household members, other than the applicant, who are under 18 years of age or who are full time students, is excluded.

b) Household income includes wages, salary, overtime pay, commission, fees, tips, bonuses, interest, dividends, social security, annuities, pensions, retirement funds, insurance policy dividends, disability benefits, alimony, child support, regular contributions from persons not occupying the unit, and public assistance allowances.

c) Household income excludes casual or sporadic gifts, monies received as reimbursement for medical expenses, lump-sum payments such as inheritances, insurance settlements, capital gains, settlements for personal
or property losses, educational scholarships, government benefits to a veteran for education, foster child care payments, food stamps, and government relocation payments.

d) Household income for self-employed persons will be determined by averaging the reported net income on federal income tax returns for the previous two years. If the head of household is self-employed for less than two years, the applicant must submit the most recent year’s personal income tax return.

URGENT REPAIR PROGRAM
CITY OF GOLDSBORO BENEFICIARIES

2017 Income Limits by County, by Household Size*

<table>
<thead>
<tr>
<th>County</th>
<th>Median Income</th>
<th>Percent</th>
<th>Household Size (Number of Household Members)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>30%</td>
<td>One Person</td>
</tr>
<tr>
<td>Wayne</td>
<td>$45,000</td>
<td>30%</td>
<td>$10,650</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50%</td>
<td>$17,750</td>
</tr>
</tbody>
</table>

Income limits presented in this schedule are for North Carolina State, Median Family Income of $45,000 for State Wide Non-Metropolitan. *Income limits are subject to change based on annually published HUD HOME Limits.*

2.6 REPAIR STANDARDS

Program funds may be used to affect urgently needed repairs or modifications without regard to whether the dwelling unit shall meet any local, state, or federal housing quality standards. However, all work done using URP17 funds must meet North Carolina State Residential building code standards and be done in compliance with all state or local permitting, inspections, licensing, and insurance requirements.

3.1 CITY OF GOLDSBORO’S URP17 PROGRAM REQUIREMENTS

3.2 URP17 PROGRAM SCHEDULE

The City’s “Urgent Repair Program for 2017” shall begin in August of 2017 or sooner, based on approval by NC Housing Finance Agency, at which time, the City of Goldsboro’s Community Relations Department shall seek applicants by making known to the public the availability of funding through published announcements in local newspapers, through the distribution of URP17 brochures, press releases, and announcements posted in public places such as the Municipal Building and Recreation Centers in eligible neighborhoods. The City’s URP17 program shall be completed by December 31, 2018, no exceptions.

3.3 GEOGRAPHICAL DISTRIBUTION OF URP17 FUNDS

Applications shall be accepted from all qualifying residents who live within the municipal boundaries of the City of Goldsboro.
3.4 BENEFICIARY SELECTION PROCESS

Approximately fifteen (15) units will be assisted through the Urgent Repair Program 2017. Applications for assistance will be accepted on a first come first-served basis. Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes, which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP17.

3.5 APPLICATION PROCESS

1. Media (Goldsboro News Argus & City’s website) and personal contact shall be used throughout the City to encourage prospective beneficiaries to make application for URP17 assistance. The City of Goldsboro Community Relations Department shall provide technical assistance to potential beneficiaries in completing applications for URP17 funds. All applications, along with financial documentation, shall be delivered to the City of Goldsboro Community Relations Department. The Community Relations Director shall review all eligible applications submitted, and shall prioritize applications to ensure that beneficiary distribution is consistent with the City of Goldsboro’s URP17 application with NCHFA and the guidelines prescribed by NCHFA for grant recipients.

Applications shall consist of three parts:

1) Application for determination of eligibility;
2) Housing inspection report;
3) Work write-up and cost estimate.

2. Complaints concerning the City’s URP17 program shall be in writing and addressed to the City of Goldsboro Community Relations Department. A representative of the City of Goldsboro Community Relations Department shall contact the person making the complaint and attempt to resolve the problem. A written response will be made within 10 working days of contact. If the complaining party is not satisfied with the response, he or she may file a complaint with the Planning Director who will schedule a meeting with the complaining party. The decision of the Director shall be final and will be made in writing within 10 days.

3.6 CONTRACT AND REPAIR PROCESS

1. The City's HQS Specialist from TCMC, Inc. will visit the homes of potential grant recipients to determine the need and feasibility of repairs/modifications. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The HQS Specialist from TCMC, Inc. will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the HQS Specialist from TCMC, Inc. and held in confidence until bidding is completed.

Only repairs that address imminent threats to the life and/or safety of
occupants of the dwelling unit or accessibility modifications will be performed under the City’s URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

2. After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process. This agreement will define the roles of the parties involved throughout the process.

3. The City is obligated under URP17 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 those very difficult requirements, the City will invite bids only from contractors who are part of an “approved contractor registry”.

4. The City will maintain a list of contractors eligible to bid on work financed by URP17 funds (approved contractor registry). Such contractors must present evidence of their rehabilitation experience, ability to complete work items in a workmanlike manner, possession of liability and workman’s compensation insurance, ability to work with the homeowner and City staff, and to complete work on schedule. Contractors not on this list must supply evidence of their qualifications to the City and shall be reviewed for approval by the City. All contractors performing work under this program shall obtain city privilege licenses and must possess other contracting licenses as required by the adopted building codes.

5. The City’s bid package consisting of a detailed work write-up, contract document, cost proposal form, and instructions to the bidder will be mailed to a minimum of three contractors on the approved contractors registry who will be given a specific period of time to return their bids.

After review of bid breakdowns and timing factors, the winning bidder will be selected. Typically, the contract or contracts will be awarded to the low bidder(s). In addition, the selected contractor’s bid must be within 15 percent (15%) of the City’s cost estimate.

All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.

6. The loan will be executed as well as the repair/modification contract. The contract for repairs will be let by the homeowner and will be between the homeowner and contractor, with the City signing as an interested third party.

7. A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
8. The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Goldsboro Minimum Housing Inspector will inspect new work for compliance with the State Building Code as required by the guidelines of URP17. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

9. Contractors shall be permitted one partial payment during construction. This payment shall be eighty percent (80%) of the value of work completed when fifty percent (50%) or more of the work is completed. Work will be inspected by Community Relations Staff and City of Goldsboro Minimum Housing Inspector.

10. Contractors must supply lien waivers, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased, and warranties to the homeowner upon completion of work.

11. All Change Orders to the bid specifications must be approved by the homeowner, contractor and two representatives of the City, and reduced to writing as a contract amendment ("change order"). Loan funds shall not be advanced beyond the permitted maximum to cover Change Orders.

12. Following construction, the contractor and a City Community Relations staff member will sit down with the homeowner one last time. At this conference, the contractor will provide any owner's manuals and warranties on equipment. The contractor and the City Community Relations staff member also will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.

13. Once all work has been completed in accordance to the Contract and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

14. In the event of any dispute between the homeowner and the contractor concerning the rehabilitation work, City Community Relations Department staff will work with both parties to negotiate a satisfactory solution. If a mutually satisfactory solution cannot be found, the Planning Director will have final authority on when the job has been satisfactorily completed.

3.7 CONFIDENTIALITY OF RECORDS

All applicant files shall be confidential with access to them solely by program staff, the applicant, City Auditors, and the North Carolina Housing Finance Agency. Statistical and profile information may be published, with no references to name or address of beneficiary as necessary.
3.8 CLIENT REFERRALS

The City of Goldsboro’s Community Relations Department has a Community Service Directory available to all applicants who are interested or in need of other assistance. Please contact the Community Relations Department at 919-580-4359 or via email at cjohnson@goldsboronc.gov or ssimpson@goldsboronc.gov for your free copy.

2017 Urgent Repair Program Assistance Policy, approved and adopted by the City of Goldsboro, this 18th day of September, 2017.

By: ________________________________

Chuck Allen, Mayor

Witness my hand and official seal, this ______ day of ________________, 2017.

(Official Seal)

_________________________________

Notary Public

My commission expires ____________________, 20____.
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 2017 Urgent Repair Program (URP17). 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 Rehabilitation Specialist 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 15%, 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**

11.1 All repair work must be inspected by (a) the City’s Minimum Housing 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.

11.2 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 Minimum Housing Inspector, payment may be withheld until such time the work is satisfactory. (Contractors may follow the City’s 2017 Urgent Repair Program (URP17) Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

11.3 The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

11.4 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 18th day of September, 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: ______________________________________
NORTH CAROLINA HOUSING FINANCE AGENCY

URGENT REPAIR PROGRAM

FUNDING AGREEMENT

Recipient: City of Goldsboro

Funding Agreement Number: 1709
NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is entered into on the 14th day of August, 2017, by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and the City of Goldsboro (the "Recipient").

Recitals

Whereas, the North Carolina Housing Trust Fund (the "Fund") was created by the 1987 Session of the North Carolina General Assembly which added Chapter 122E to the General Statutes, entitled the North Carolina Housing Trust Fund and Oil Overcharge Act (the "Act"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the Fund; and

Whereas, the Partnership has adopted policy guidelines for the operation of an Urgent Repair Program (the "Program") from the Fund; and

Whereas, the Agency is responsible for implementing and operating programs of the Fund based on the policies of the Partnership; and

Whereas, the Agency has advertised the availability of applications for funding under the Program;
Whereas, the Application of the Recipient identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement to be referenced as applicable; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated May 2017, governing the execution of the Program by the Recipient and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the payment of ten dollars ($10.00) by the Recipient to the Agency, the exchange of the mutual promises set forth herein and other good and valuable consideration the Recipient and the Agency mutually agree as follows:

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

(a) The Recipient shall begin performance of this Agreement on the 14th day of August, 2017 and shall complete performance no later than the 31st day of December, 2018 (date of completion). Any funds that are not committed under contract (pursuant to section 3.1 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Recipient must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, at the discretion of the Agency, in a reduction of the amount of funds available under this Agreement.
PART B: PROGRAM FUNDING

Section 2: Grant Amount

(a) The Agency has approved a Program Grant to the City of Goldsboro in the principal amount of One Hundred Thousand Dollars ($100,000). The funds are from the State appropriated North Carolina Housing Trust Funds. In no event shall expenditures under this Agreement exceed this Program Grant.

Section 3: Disbursement of Funding

The Recipient will receive Program funds in accordance with the Guidelines, section 3.2 Disbursements.

Section 4: Deposit of Funds

(a) Any money advanced to the Recipient must be deposited, tracked and documented in accordance with the Guidelines, sections 3.4 Recipient Accounts and 3.5 Program Income.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Recipient and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 21 of this Agreement.

PART C: FINANCIAL MANAGEMENT

Section 5: Honesty and Fidelity Bond

The Recipient must comply with the Honesty and Fidelity Bond requirements of the Guidelines, Section 3.3 Honesty and Fidelity Bond.
Section 6: Establishment and Maintenance of Accounting Records

The Recipient must comply with the accounting procedures of the Guidelines, Section 3.6 Accounting.

Section 7: Procurement Procedures

Recipient shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.8 Procurement.

Section 8: Annual Audit Report

The Recipient must comply with the auditing standards and requirements of the Guidelines, section 3.9 Financial Audit Requirements.

PART D: PROGRAM MANAGEMENT

Section 9: Program Guidelines

The terms of the Agreement are subject to the Guidelines in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event the Guidelines are revised, the Agency will forward such revisions to the Recipient and thereby make them a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Guidelines shall be an event of default by the Recipient under this Agreement.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Recipient has failed to comply with the Guidelines.
Section 10: Program Documents

The Recipient's Program must use grants to finance eligible repairs for Program participants. The Recipient must comply with the documentation requirements of the Guidelines, section 4.3 Program Documents.

Section 11: Recipient Responsibility

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.10 Monitoring by Recipient.

Section 12: Reports

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.11 Reporting by Recipient.

Section 13: Right To Inspect

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.12 Monitoring by Agency.

PART E: GENERAL CONDITIONS

Section 14: Prohibited Activity

The Recipient must comply with the procedures and requirements of the Guidelines, section 2.2 Prohibited Activities.

Section 15: Publicity

The Recipient must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 Selection of Applicants.
Section 16: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 17: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Recipient may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 18: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

Section 19: Indemnification

The Recipient holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Recipient's Program.

Section 20: Litigation

The Recipient represents and warrants to the Agency that there is no pending or active litigation against the Recipient that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.
Section 21: Iran Divestment Act Certification

The Member warrants and certifies that as of the date hereof, the Member is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 Iran Divestment Act of 2015, Article 6A, as amended, of Chapter 143C of the General Statutes of North Carolina. The person signing this Agreement certifies that he or she is authorized by Member to make the foregoing certification. Member further agrees that it will not utilize on this Agreement any subcontractor that is identified on the Final Divestment List.

Section 22: E-Verify

Member agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees’ legal work status.

Section 23: Prohibition of Discrimination.

The Member must consider all applications in the order in which they are received, or in any other manner designated by the Agency, on a fair and equal basis, may not arbitrarily reject an application, and may not, vary the terms of a loan or the application procedures therefore or reject an applicant in violation of any State or federal law regarding discrimination.

Section 24: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Recipient:

The Honorable Chuck Allen, Mayor
City of Goldsboro
PO Drawer A
Goldsboro, NC 27533

Agency:

Dan McFarland, Housing Rehabilitation Officer
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609-7509
Section 25: Entire Agreement

This Agreement consists of eight pages, including the cover page, and is the entire Agreement between the Agency and the Recipient.

In Witness Whereof, the parties below have executed this Agreement on the date first written above.

Recipient

By: ______________________________

Its: ______________________________

Attest

By: ______________________________

North Carolina Housing Finance Agency

By: ______________________________

Its: Manager of Housing Rehabilitation

Attest
SUBJECT: Informal Bid Request #2017-015 – Abatement and Partial Demolition of Former W.A. Foster Center

BACKGROUND: On Monday, August 14, 2017 in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and partial demolition of the former W. A. Foster Center.

The City received four (4) bids for this project. Attached is the bid tabulation for Council’s information.

DISCUSSION: Council has directed staff to move forward with the asbestos abatement to the former W. A. Foster Center. The City’s Inspections Department reviewed and checked all bids for accuracy, and found them to be in order except for the low bidder, Eastern Environmental, Inc. This bidder did not submit the required bid bond and was disqualified from consideration. The next low bid is being recommended from Vistabution in the amount of $51,200 for the asbestos abatement. The current fiscal year’s budget has sufficient funding for abatement and demolition for this project.

RECOMMENDATION: It is recommended that Council accept the bid from Vistabution in the amount of $51,200 for the asbestos abatement to the former W.A. Foster Center.

Date: ________________________

Kaye Scott, Finance Director

Date: ________________________

Scott Stevens, City Manager
## BID TABULATION

**IFB 2017-015  REQUEST FOR PROPOSAL**

**PROJECT OWNER:**
CITY OF GOLDSBORO

**PROJECT DESCRIPTION:**
ABATEMENT & PARTIAL DEMOLITION OF FORMER WA FOSTER CENTER PROJECT

**BID OPENING DATE/TIME:**
August 14, 2017 @ 10 a.m.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID BOND</th>
<th>LICENSE NUMBER</th>
<th>Asbestos Abatement Cost</th>
<th>Partial Demolition Cost</th>
<th>Alternate 1 Cost</th>
<th>Total Proposed Bid</th>
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</thead>
<tbody>
<tr>
<td>Eastern Environmental Inc. 233 Sloop Point Loop Road Hampstead, NC 28443</td>
<td>No Bid Bond Disqualified</td>
<td>55571 $</td>
<td>$26,888.00</td>
<td>$14,200.00</td>
<td>$8,800.00</td>
<td>$49,888.00</td>
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<tr>
<td>NEO Corporation 289 Silkwood Drive Canton, NC 28716</td>
<td>✓</td>
<td>17865 $</td>
<td>$51,500.00</td>
<td>$11,000.00</td>
<td>$12,000.00</td>
<td>$74,500.00</td>
</tr>
<tr>
<td>Vistabution 8315 Six Forks Road, Suite 205 Raleigh, NC 27615</td>
<td>✓</td>
<td>69958 $</td>
<td>$51,200.00</td>
<td>$18,000.00</td>
<td>$7,000.00</td>
<td>$76,200.00</td>
</tr>
<tr>
<td>Dore &amp; Associates Contracting, Inc. 900 Harry S. Truman Pkwy. Bay City, MI 48706</td>
<td>✓</td>
<td>17486 $</td>
<td>$51,900.00</td>
<td>$98,330.00</td>
<td>$12,000.00</td>
<td>$162,230.00</td>
</tr>
</tbody>
</table>
SUBJECT: Sale of Real Property – 1314 and 1316 N. Carolina Street

BACKGROUND: On August 22, 2017, Joseph and Darlene Stafford offered to pay the City of Goldsboro the sum of $2,315 for 1314 and 1316 N. Carolina Street and made a bid deposit of $115.75. The City of Goldsboro acquired these lots in October 2016.

DISCUSSION: The City combined these two sub-standard lots to form one standard lot. Standard property is offered for sale in accordance with the provisions of the G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property’s tax value. The tax value for both properties is $4,630. An advertisement appeared in the Goldsboro News-Argus on August 25, 2017. The ten (10) day upset bid period expired on September 4, 2017, with no counter-offers received after this bid. The buyer will pay the attorney fees associated with transferring the deed.

RECOMMENDATION: By motion, accept the offer from Mr. and Mrs. Stafford in the amount of $2,315 for 1314 and 1316 N. Carolina Street 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
SUBJECT: Broker Services/Supplemental Employee Benefits

BACKGROUND: In 2012, the City of Goldsboro awarded the City’s first voluntary benefits broker services. Currently, the City uses three (3) different vendors for the City’s voluntary benefits with individual costs. It has been determined that it would be more cost effective for the City to consolidate all voluntary benefits under the umbrella of a single broker. In August 2017, staff solicited proposals from qualified brokers to assist the City with updating with strategically planning, designing, negotiating the best, and most cost effective coverage for our employees.

DISCUSSION: The City received proposals from seven (7) brokers with three (3) completing the follow-up questionnaire. Staff compiled responses and presented them to the City’s Benefits Committee. The Committee has recommended Pierce Insurance Agency. By consolidating our services with Pierce Insurance Agency, the City could recognize an annual savings of approximately $9,021.

The proposed contract is for a minimum period of three (3) years with the option to renew for one (1) additional year before soliciting competitive quotations, but with negotiation of all renewal premiums during that period based on changed exposures, changed manual rates and loss experience. However, the City reserves the right to cancel or not renew all or any part of this insurance at its discretion when such cancellation or non-renewal is deemed to be in the best interest of the City of Goldsboro.

RECOMMENDATION: It is recommended that Council, by motion, adopt the attached resolution authorizing the City Manager, City Clerk, and Finance Director to sign all necessary documents to award contract for voluntary broker services to Pierce Insurance Agency with an effective date of January 1, 2018.

Authorize the City Manager and the Finance Director to grant a one (1) year extension at the end of the contract if market conditions are favorable.

Date: ________________________   ______________________________ ______  Kaye Scott, Finance Director

Date: ________________________   ______________________________ ______  Scott Stevens, City Manager
RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO SIGN A CONTRACT WITH PIERCE INSURANCE AGENCY

WHEREAS, the City of Goldsboro wishes to enter into a contract with Pierce Insurance Agency for strategically planning, designing and negotiating the best coverage and cost for the supplemental employee benefit program,

WHEREAS, Pierce Insurance Agency is an authorized and experienced insurance agency specializing in employee benefits for over 62 years,

WHEREAS, other than voluntary benefits, there is no cost to the City of Goldsboro employees,

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

1. The City Manager and City Clerk are hereby authorized to sign a contract with Pierce Insurance Agency.

2. This Resolution shall be in full force and effect from and after this the 18th day of September 2017.

Approved as to Form Only: Reviewed by:

_____________________________  ________________________________ __
City Attorney       City Manager
<table>
<thead>
<tr>
<th>Administrative Service</th>
<th>YES</th>
<th>NO</th>
<th>YES</th>
<th>NO</th>
<th>YES</th>
<th>NO</th>
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</thead>
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<tr>
<td>Section 125 Flexible Benefits Plan Administration</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>X</td>
<td>No</td>
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<tr>
<td>Consolidated Billing - Including reconciliation</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
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<td>X</td>
<td>Yes - $5.60 per person/month</td>
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<td>COBRA Administration</td>
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<td>No Cost</td>
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<td>No Cost</td>
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<td>No</td>
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<tr>
<td>Flexible Spending Accounts (including debit cards)</td>
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<td>No Cost</td>
<td>X</td>
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<td>X</td>
<td>Yes - $4.50 per person/month</td>
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<td>No Cost</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
<td>No</td>
</tr>
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<td>Health Care FSA employees who use their annual election</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>X</td>
<td>No</td>
</tr>
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<td>and leave employment during the year?</td>
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<tr>
<td>Single online enrollment platform for dental, vision, and</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>X</td>
<td>No</td>
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<tr>
<td>supplemental products with ability to review &amp; access</td>
<td></td>
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<td></td>
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<td>existing or previous benefits</td>
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<tr>
<td>Ability to provide automatic import/export compatibility</td>
<td>X</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>X</td>
<td>Possibly not but need more info</td>
</tr>
<tr>
<td>into Banner by Ellucian Financial 8.11 &amp; Human Resources 8.14</td>
<td></td>
<td></td>
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<tr>
<td>Ability</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>N/A</td>
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<tr>
<td>Ability to assess quotes from various A-rated companies (for all products) and provide detailed product recommendations with clear concise reports comparing top benefit options</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>N/A</td>
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<td>Ability to negotiate with multiple insurance carriers (for all products) on behalf of the City in order to provide competitive benefit options</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>Included</td>
<td>N/A</td>
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<tr>
<td>Ability to assist retirees with affordable insurance alternatives until the age of 65</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
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<tr>
<td>Ability to provide dedicated Account Manager and dedicated Customer Service Representative.</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
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<tr>
<td>Broker service/experience to state, municipal or county government agencies</td>
<td>X</td>
<td>No Cost</td>
<td>No Cost</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
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</tbody>
</table>

We have helped many local government groups save money by implementing group Medicare coverage. However, we do not market individual coverage.
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
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<tbody>
<tr>
<td>Is there a charge to employees, if so what is the cost per month per employee?</td>
<td>No</td>
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<td></td>
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Supplemental Insurance Agreement

This Supplemental Insurance Agreement (the "Agreement") is made and entered by and between the City of Goldsboro (Client) and Pierce Insurance ("Pierce"). Client and Pierce are also referred to individually as a "Party" and collectively as the "Parties".

In consideration of the mutual obligations contained herein, Parties agree as follows:

1. DURATIONAL TERM. This agreement shall be effective from January 1, 2018 through December 31, 2021 and thereafter may be renewed upon agreement between Client and Pierce, with the option for subsequent renewals.

2. The parties agree that Pierce shall hold its initial open enrollment from November 1, 2017 through November 30. The insurance coverage contemplated under this Agreement shall be first available on January 1, 2018. The Parties here to do mutually agree as set forth below:
   a. Exclusive Broker and Administrator – Pierce Insurance shall serve as the exclusive broker and administrator for the supplemental insurance benefits to be offered to employees of the Client.
   b. Exclusive Agent of Record – The Client shall name Pierce Insurance as the exclusive agent of record, and Pierce Insurance shall serve as the exclusive agent of record, for any and all insurance carriers providing supplemental insurance benefits to employees.

3. TERMINATION. The Contract shall be subject to termination under either of the following conditions:
   a. If a party believes the other party has materially breached this Contract, that party may give the other party a material breach notice, identifying the action or inaction that is the basis of the breach. The party that gave the breach notice may terminate this Contract if the breaching party has not cured the breach within 30 days after the date of the breach notice. Unless otherwise provided in the notice or unless the breach has been cured, the termination is effective 31 days after the date of notice.
   b. Upon the contractor becoming insolvent or being adjudged bankrupt, the client may terminate the Contract immediately.

4. PIERCE’S RESPONSIBILITIES AND SCOPE OF SERVICES. The services provided by Pierce under this Agreement shall include administration and brokerage for supplemental insurance benefits, as set out in Pierce's proposal. Pierce may also during the term of this Contract and any renewal term, recommend, offer, provide and administer any other supplemental insurance products to employees subject to approval of the Client.

5. PIERCE’S STATUS UNDER THIS AGREEMENT. Pierce shall perform these services as an independent contractor. As specifically set forth herein, Pierce shall not be an employee, officer, or agent of Client; provided that Pierce owe fiduciary duties to individual participants as is customary on the part of insurance administrators and brokers in this state. Pierce shall assume all other expenses incurred in connection with the performance of the terms of this Agreement, including but not limited to all Contract management, personnel, office space, printing, supplies, data processing, postage and any other overhead associated with the administration of this agreement.

6. PERSONNEL TO BE FURNISHED BY PIERCE IN SUPPORT OF THIS AGREEMENT. Pierce has agreed to provide the necessary staff deemed necessary to provide Client with proper enrollment support and customer service, including but not limited to, a Dedicated Account Manager, a Dedicated Implementation Manager and a Dedicated Customer Service Advocate. These employees of Pierce Insurance shall not be employees of, or have any individual contractual relationship with, Client.

7. INSURANCE. During the term of the Contract, Pierce at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, Pierce shall provide and maintain the following coverage limits.
a. Commercial General Liability – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $2,000,000 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

b. Automobile - Automobile liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $1,000,000 bodily injury and property damage.

Providing and maintaining adequate insurance coverage is a material obligation of Pierce as is the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Pierce shall at all times comply with the terms of such insurance policies, and all requirements of the insurance under any such insurance policies, except as the may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained Pierce shall not be interpreted as limiting Pierce’s liability and obligations under this Contract.

8. DISPUTE RESOLUTION. Any and all disputes that may arise out of or relate to this Agreement shall first be resolved to the extent possible, through good faith negotiation between the Parties. During the time the Parties are attempting to resolve any dispute, each shall proceed diligently in performing their respective duties and responsibilities under this Agreement. If the Parties cannot resolve a dispute, either Party may elect to exercise any remedies available at law. This clause shall not be construed as an agreement by either Party mediate or arbitrate any dispute.

9. DATA. Within sixty (60) days of termination of this Agreement Pierce shall hand over to Client any data, files, records, or other information related to this Agreement which is requested by the Client. Pierce shall, during the course this Agreement, take all steps necessary to safeguard data, files, records and other information related to this Agreement from loss or destruction. Liability for any costs or expenses of replacing or damages resulting from the data borne by Pierce, unless at the time of loss said data was the exclusive custody of Client. All information given to, or prepared or assembled by, Pierce under this Agreement shall be kept confidential by Pierce and its employees and shall not be divulged or made available to any individual or organization without prior written approval of Client, except as required to respond to policy holders' questions and claims and as otherwise required by law. Notwithstanding the foregoing confidentiality provision Client and its internal staff shall have access in a timely manner to all materials, data, and information, in whatever form, prepared by Pierce under this Agreement or otherwise pertaining to Agreement, including access to specific policy information employees so that employee inquiries made Client can be addressed in expeditious manner by Client and its staff.

10. THIRD PARTY RIGHTS AND REMEDIES. Notwithstanding any provision herein to the contrary, this Agreement is not intended to, and shall not create any rights or remedies for any third parties that are not parties to this agreement. Enforcement of any remedy for breach of this agreement may only be pursued by the parties to this agreement.

11. GENERAL. Pierce agrees that it shall not use, or sell, or make available to third party for any purpose, the name(s) or social security number(s) of eligible participants in the insurance services made available under this agreement. Pierce acknowledges that it shall be required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, or to the performance of this Contract including those of federal, state, and local agencies having jurisdiction and authority.

This Agreement and documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

Agreement may be amended only by written amendment(s) duly executed by Client and Pierce.
Any notice or communication under this Agreement Shall be in writing and shall be deemed to have been duly given upon delivery, if personally delivered, or (5) business days after the postmark date if mailed by registered or certified mail, prepaid postage and properly addressed at the following address:

If to Pierce: Pierce Insurance Agency, Inc., c/o CEO
3747 S. Main Street
P. O. Box 727
Farmville, NC 27828

This Agreement may be executed in counterparts. Each person signing this Agreement below, on behalf of a Party warrants that he or she has the necessary authority to bind such Party and that the Agreement is binding on and enforceable against such party.

____________________________________     __________________________
Signature          Date

____________________________________
Print Name

____________________________________
Title

_________________________________
Pierce Insurance Agency, Inc.

Date
CITY OF GOLDSBORO
AGENDA MEMORANDUM
SEPTEMBER 18, 2017 – COUNCIL MEETING

SUBJECT: North Carolina Department of Public Safety, Emergency Management – Flood Mitigation Assistance (FMA) Grant Funds - Hurricane Matthew Water Treatment Plant Mitigation Project

BACKGROUND: The City of Goldsboro would like to file an application for a FMA grant with the North Carolina Department of Public Safety, Emergency Management for constructing an earthen berm around the Water Treatment Plant (WTP) to mitigate from future losses at the WTP.

DISCUSSION: The City of Goldsboro must initially submit a Letter Of Intent to NCEM for approval in order to be authorized to complete a full application for the construction of the earthen berm around the WTP. The FMA grant amount is $2,019,500. This federal grant calls for a 25% match of $504,875, which may be paid by the state.

RECOMMENDATION: It is recommended that Council authorize the City Manager and City Clerk to apply for a $2,019,500 grant on behalf of the City of Goldsboro with the North Carolina Department of Public Safety, Emergency Management which may require a local match of $504,875.

Date: ___________________________  Octavius Murphy, Assistant to the City Manager

Date: ___________________________  Scott Stevens, City Manager
SUBJECT: Code of Ordinance Update: 98.80 Parades

BACKGROUND: City staff has updated the Policy for the Use of Special Events and the Special Events/Parade/Street Closing Permit Application to make the process of Closing a street or having an event more concise and easier for the public to use, therefore, staff has suggested the following changes (See attachment) to the Parade Ordinance to include verbiage pertaining to Special Events.

RECOMMENDATION: Staff recommends that City Council by motion adopt the attached ordinance revising Chapter 98.80 “Parades” to include “Special Events” of the City of Goldsboro’s Code of Ordinances.

Date: ____________________________

Laura Getz, Deputy City Clerk

Date: ____________________________

Scott Stevens, City Manager
§ 98.80 PARADES/SPECIAL EVENTS.

(A) Definition. For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARADE. As an assemblage of two or more persons participating in or operating any vehicle in any march, ceremony, show, exhibition or in any procession, promotion or demonstration of any kind in or upon the public streets, alleys, parks or other public grounds in any manner, provided that the term shall not include:

(1) "Pickets," as defined in § 98.81;
(2) Funeral processions;
(3) Any governmental agency acting within the scope of its functions;
(4) Bands or marching groups proceeding to an assembly point for participation in a parade; or
(5) Footraces and bicycle races as defined in § 98.82.

SPECIAL EVENTS. A special event is an events or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

(B) Permit required. No parade or special events shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade/special event unless the parade/special event is conducted in conformity with the requirements set out herein and unless a permit has been obtained from the City Manager Chief of Police or his designated representative.

(’70 Code, § 15-47)

(C) Procedures for obtaining permit.

(1) Application for a parade/special event permit shall be made in writing at least 72 hours before the time at which the parade shall be scheduled to begin and shall contain the following information:
   (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;
   (b) The location or locations in the city where the parade/special event is proposed to take place;
   (c) The date and hours for which permit is sought;
   (d) The name and contact information of the person applying for the permit;
   (e) Whether or not persons below the age of 18 years are expected to participate;
   (f) The person or persons to be in charge of the activity and who will accompany it and carry the permit;
   (g) An estimated daily attendance, request to close the street, inclement weather date and other event details described in the Policy for Special Events, the number of people, and the number and type of vehicles participating in the parade.
(2) Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall immediately issue a permit, subject to City Council approval if required, consistent with the standards prescribed herein. The permit shall contain all information stated on the application and shall be signed by the issuing officer.

('70 Code, § 15-48)

a. **Standards for conduct of parades/special events.** The following standards shall apply to all parades and events conducted in the city:

   (2)(1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on Saturdays and Sundays.

   (3)(2) No more than one parade may be conducted within the city at any one time.

   (4)(3) Every parade shall follow a route approved by the City Manager, Chief of Police or his designated agent.

   (5)(4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.

   (6)(5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.

('70 Code, § 15-49)

(Ord. 1982-42, passed 8-2-82) Penalty, see § 98.99
Departmental Monthly Reports  
August 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
The Human Resources Department posted 17 job vacancies and processed 237 applications. 185 notices were sent to job applicants (173 sent to applicants not selected for interviews and 12 were sent to candidates interviewed but not selected for hire). We welcomed 15 new hires this month – 10 full-time and five part-time. Our full-time personnel are: Bernadette Carter-Dove - Human Resources Director; Zachary Haas – Meter Reader; Trenesha McClary – Equipment Operator (Solid Waste); Lewis Pate – Police Officer Trainee; Robert Poll – Firefighter; David Russell – Police Officer Trainee; Anderson Seaman – Police Officer; Annie Williams-Kornegay – Equipment Operator (Solid Waste); Marilyn Wagner – CALEA Manager, and John Washington – Police Officer Trainee). Part-time personnel include the following: Ignacio Casas - Snack Bar Operator (Golf Course); LaTasha Elliott – Front Desk Receptionist (Finance); Keith Smith – Construction Manager (Finance); Teri Thompson - Activity Instructor (Parks and Recreation), and Herman Vandiford – Club House Assistant (Golf Course).

There were 30 reductions this month: one retirement (John Morton – Fire Marshal, Fire Department); two resignations (Maurice Langston – Sanitation Technician (Public Works, Solid Waste) and Ronald James (Recreation Aide – Parks and Recreation (part-time), and 27 summer youth employees in Track 2 whose assignments ended. Interviews for the Safety Coordinator vacancy were held August 23-25.

The Wellness Committee met twice in August in preparation for the upcoming Employee Wellness and Benefits Health Fair scheduled on September 21, 2017. The WA Foster Recreation Center will host the event from 9:00am until 2:00 pm. This year we are using Health Fair Connections to assist in recruitment of vendors. The Benefits Committee had two meetings this month. The committee voted unanimously to change supplemental benefits brokers to eliminate unnecessary fees and eventually go to a self-service model.

This month’s health beat training focused on Bloodborne Pathogens. 116 employees attended the training. There were 88 clinic visits this month.

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<th>Post-Accident Drug Screens</th>
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<td>Non-DOT: 8 tested; 2 breathalyzers – All negative</td>
<td>Non-DOT: 0 tested</td>
</tr>
<tr>
<td>DOT: None tested this month.</td>
<td>DOT: 0 tested</td>
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<th>Avg.</th>
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<th>Avg.</th>
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<tr>
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<td>337</td>
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<td>291</td>
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<td>475</td>
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*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.
The Community Affairs Commission elected not to meet in August. The next scheduled meeting is Tuesday, October 10, 2017 at 6:00 p.m.

Community Relations received (5) housing complaints. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: two (2) tenants concern with mold/mildew, two (2) dissatisfied with services provided or not provided by their landlords in the areas of plumbing and sewage repairs, and one (1) improper eviction processes potential violation of fair housing laws. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.

The City of Goldsboro Summer Youth Employee Initiative Program Track 2 Summer Youth employees completed their six (6) weeks work assignments on August 18th. They participated in two (2) sessions of four (4) hours soft skills training provided by Wayne Community College (WCC). They also went on excursions to the State Capital and Beaufort to the Aquarium at Pine Knoll Shores followed by a Wild Horse & Dolphin Scenic Tour. Track 2 Summer Youth employees also had a “Meet and Greet to Local Government and Community Partners” at City Hall.

Goldsboro Mayor’s Youth Council (GYC executive board has been meeting weekly to prepare for the coming year. This year our council will be hosting the state youth council at Camp Caroline Retreat Center. We also have a member of our council serving on the state youth council. Elijah Pace attended a state meeting on August 10, 2017. The youth council advisors met in Cary on August 30, 2017. The first meeting will be held on September 20, 2017 and the Honorable Judge C. Gaylor will be swearing in our new officers.

The Mayor’s Committee for Persons with Disabilities met on August 17, 2017 to plan the upcoming awards banquet and luncheon to be held on October 19, 2017 at the Goldsboro Event Center. The next scheduled meeting is November 16, 2017 at 12:00 pm.

The Community Relations Director attended the following meetings, workshops, or trainings:

- HUD’s Mayor’s Challenge to End Homelessness Meeting, North Carolina Housing Finance Agency, GWTA Board Meeting, and other meetings with citizens and community leaders/stakeholders.

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<tr>
<th>2017 Complaints</th>
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<th>2016 Complaints</th>
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During October-November 2016, the Community Relations Department assisted and/or coordinated Hurricane Matthew Relief Efforts throughout the City’s impacted areas. The Department received and responded to over 100 calls or visits from citizens and/or local businesses related to Hurricane Matthew. The concerns were referred to the appropriate City departments and external (volunteer, local, state, and/or federal agencies). Due to the fact these concerns were raised from an unforeseen natural occurrence, the Department will not input a tally for October and November in the table above.
The Paramount hosted the StageStruck’s STARS camp and the United Way’s Wayne’s Got Talent fundraising event.

Staff is working with the Foundation on the Malpass Brother Project and wrapping up the annual sponsorship drive.

Paramount staff is interviewing candidates for technician positions.

Paramount staff participated in the following meetings, presentations or training: Downtown Merchant Association; Dance Touring Initiative Conference Call; DGDC Promotions Committee; Television interviews for upcoming events; Volunteer orientation for Wilmington’s Wilson Center

2016/2017 Box Office fees reflect in August revenues, whereas 2015/16 fees were reflected in July of 2016. Those fees resulted in the difference between July 2016 revenue and July 2017 revenue from box office services.

Expenses - August $23,925.91 Labor - $15,345.10 /Operational – $8,580.81
Revenue - August $18,040.23 Rentals - $1,944.50 /Tickets $475.44 /Annual Box Office Rev: $15,620.29.

The Goldsboro Event Center was rented or used for 14 uses in August: One wedding (two-day rental), two parties, three golf tournaments, two family reunions, police department retirement and four meetings.

Mr. Smith, GEC Manager, met with a vendor to facilitate one-year lease for a dishwasher. Mr. Smith will monitor the usage and maintenance needs in preparation of future budgeting.

GEC staff is interviewing candidates for Building Attendant & Bartending positions.

Mr. Smith created an update to the employee handbook for Building Attendants and Bartending staff.

Expenses – August $8,056.70 Labor - $4,122.59 /Operational – $3,934.11
Revenues- August $8,073.90 Rentals - $7,090.27 /Concessions - $983.63
The valuation of all building permits issued during the month of August totaled $7,210,771. There were no new residential single family dwellings for the month of August.

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 $7,651,505.

All permit fees collected for the month totaled $50,440. Of the permit fees collected for the month $3,855 was collected in technology fees. Plan review fees collected during the month totaled $2,700. Business Registration fees collected $2,940.

The Inspectors did a total of 674 inspections for the month. During the month of August seven (7) business inspections were completed. A total of 353 permits were issued for the month. Fifty-one (51) plan reviews were completed for August. We now have a total of 178 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.
Current Projects Staff Worked On Over the Month Include:
- Staff worked on a plan to market downtown as a wedding destination, Say I Do to Downtown.
- Staff prepared for the DGDC’s Annual Dinner at Union Station, September 22.
- Staff prepared to submit nominations for the Main Street Awards.
- Staff collected wind chimes on August 15. All of the wind chimes will be installed in September.
- Staff worked with Travel & Tourism to prepare for Lantern Festival on November 11th in Downtown.
- Staff participated in a conference call regarding TIGER VIII.
- Staff attended Strategic Planning meetings with City representatives.
- Staff worked on the Leadership Wayne Application.
- Staff prepared for Beak Week and Kiss the Pig.

Downtown Events or Activities that Staff Administered or Assisted During the Month:
- Staff facilitated and attended the following monthly meetings; DGDC Board (8/16), DGDC Executive Committee (8/8), DGDC Promotions Committee (8/8), DGDC EV Committee (8/8), DGDC Design Committee (8/8).
- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming events and filmed WGTV and WRAL segments.
- Staff interviewed with Beasley Broadcasting on August 7th and 21st and with Curtis Media on August 10th and 24th to create radio advertisements.
- Staff held a “We are Downtown” photo contest on Facebook. There were three winners that were selected on August 10th.
- Staff reviewed public feedback about the public art and worked with the Public Art Steering Committee to make a final recommendation to Council on August 21st. Installation Day/Ceremony: Friday, October 13th, 12pm.
- Staff attended a DGDC Choice Neighborhoods brief on August 1st.
- Staff attended a Beak Week meeting on August 1st, 15th and 29th.
- Staff attended the regional Main Street Managers Meeting on August 9-11 in Sanford, NC to meet our Main Street accreditation requirements.
- Staff attended the Employee Cookout on August 22nd at WA Foster.
- Staff attended the Travel and Tourism Board Meeting on August 30th.
- Staff received website training from the IT department.
- Staff rented the Board Room for one event.
- Staff rented Cornerstone Commons for one event.
- The DGDC hosted two Center Street Jams on August 10th and 24th.
- Staff hosted Sprinkler Fun Days on August 3, 10 and 17 with the help of the Goldsboro Fire Department. This year’s events are attracting much higher numbers and attracting more families to downtown.
- Staff facilitated tours of City property for sale and additional property for potential development.

Upcoming Events/Activities Staff are Preparing For:
- Downtown Annual Dinner and Awards Ceremony: Staff worked to prepare for the DGDC Annual Dinner to be held in front of Union Station on September 22nd beginning at 6:15PM. Staff mailed invitations to 550 people.
- Lantern Fest – November 11th
- Shop the Block – September 8th - 9th
- Beak Week – September 9th

Businesses Opening/Properties Purchased:
- Beauty Bar – 144 N. Center Street
- Basket Treats Bakery – 119 N. Center Street – Coming soon

Other Activities or Projects that Occurred:
- Elizabeth presented on behalf of DGDC at the August 15th SIAFB Newcomer’s Briefing.
- Staff met with 15 potential new property owners and/or new business interests.
- Staff met with and visited 47 current business owners during the month.
- During the month, staff received 142 visitors, 519 phone calls in, 193 phone calls out, 2,824 emails in, 1,802 emails out, 119 hours (approximately) of visits/meetings with businesses/property owners.
• Implemented CivicRec (formerly REC1) Software at the golf course, W.A. Foster, and Herman Park Center for Point of Sale.
• Setup hosting, built and launched the web site for The Maxwell Center.
• Replaced the cash register at the golf course, with a touchscreen for use with the point of sale system.
• Replaced credit card machines in the Water Department, Inspections, the Goldsboro Event Center and Paramount Theatre.
• Upgraded Cityworks test and production servers to the latest version. Setup a secure certificate for Cityworks mobile access.
• Broadcasted Facebook live videos of the Police Department and Public Works, to allow the public to see some of the work going on at and around the City.
• Configured equipment and setup an account to allow for Skype connections during Council Meetings.
• Worked with City staff and contractors to run and splice fiber optic lines at the water tank at the intersection of Holly St. and Madison St. and successfully tested the connection back to City Hall to prepare for automatic meter reading (AMR project).
• Worked with City staff and contractors to run and splice fiber optic lines at the water tank on Holly St. and successfully tested the connection back to City Hall to prepare for automatic meter reading (AMR project).
• Started drone flights of the Multi-Sports Complex and other areas of the City. Will be used as needed for emergency situations.

<table>
<thead>
<tr>
<th>2017</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>AVG</th>
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<tbody>
<tr>
<td>Tickets Opened</td>
<td>492</td>
<td>427</td>
<td>530</td>
<td>357</td>
<td>349</td>
<td>410</td>
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<td>538</td>
<td>419</td>
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<tr>
<td>Tickets Closed</td>
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<td>448</td>
<td>492</td>
<td>344</td>
<td>326</td>
<td>401</td>
<td>356</td>
<td>543</td>
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<table>
<thead>
<tr>
<th>2016</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
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<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>AVG</th>
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<tbody>
<tr>
<td>Tickets Opened</td>
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<td>383</td>
<td>306</td>
<td>355</td>
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<td>444</td>
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<td>455</td>
<td>406</td>
<td>470</td>
<td>497</td>
<td>457</td>
<td>403</td>
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<tr>
<td>Tickets Closed</td>
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<td>266</td>
<td>375</td>
<td>322</td>
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<td>432</td>
<td>458</td>
<td>374</td>
<td>456</td>
<td>403</td>
<td>475</td>
<td>389</td>
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</table>
**Monthly Highlights**

**Bldg. Maint.:** 100+ Misc. items supporting various City initiatives/function, i.e. Center St. Jams, IT, DGDC, etc. Ran new electrical circuits on Harris and Madison St water towers in support of new automated meter reading system.

**D&C:** Responded to 13 after hour's calls—totaled 27 hrs; conducted 10 + backflow tests in-house on City infrastructure. Four employees tested/passed certification tests: two for backflow certifications and one each for "C" Distribution and "B" Distribution certifications.

**Streets & Storms:** Repaired seven storm drain cave-ins; reshaped two sets of residential ditches; repaired 36 dips on city streets and removed seven fallen trees from roadways.

<table>
<thead>
<tr>
<th>Departments</th>
<th>2017</th>
<th>AVG</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Distribution &amp; Collections</strong></td>
<td></td>
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<tr>
<td>Utility Line Maint (1000-ft)</td>
<td>33.5</td>
<td>23.3</td>
</tr>
<tr>
<td>Lines Camera'd (1000-ft)</td>
<td>6.3</td>
<td>10.7</td>
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<tr>
<td>Water Repairs</td>
<td>42</td>
<td>28.8</td>
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<tr>
<td>Sewer Repairs</td>
<td>55</td>
<td>57.1</td>
</tr>
<tr>
<td>Hydrants Replaced/Fixed</td>
<td>24</td>
<td>37.3</td>
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<tr>
<td>Meter Install/Changed</td>
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<td>36.9</td>
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<tr>
<td><strong>Bldg Maint.</strong></td>
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</tr>
<tr>
<td>Radio, Electrical, Bldg</td>
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<td></td>
</tr>
<tr>
<td>Sign Repairs</td>
<td>66</td>
<td>64.8</td>
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<tr>
<td><strong>Garage</strong></td>
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<tr>
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<tr>
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<tr>
<td>Recyclables (tons)</td>
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<td>Leaf-n-Lims (x1000 tons)</td>
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<tr>
<td><strong>Cemetery Funerals</strong></td>
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<td></td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td><strong>Streets &amp; Storms</strong></td>
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<tr>
<td>Utility Cut Repairs</td>
<td>15</td>
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<tr>
<td>Pot Hole Repairs</td>
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<td>52.0</td>
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<tr>
<td>Streets Swept (miles)</td>
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<tr>
<td>ROW Mowing (ac)</td>
<td>0</td>
<td>10.9</td>
</tr>
<tr>
<td>City-Owned Lots Mowing</td>
<td>0</td>
<td>110.4</td>
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</table>

**2016**

<table>
<thead>
<tr>
<th>Departments</th>
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<td><strong>Distribution &amp; Collections</strong></td>
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<tr>
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<td>Lines Camera'd (1000-ft)</td>
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<tr>
<td>Sewer Repairs</td>
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<tr>
<td>Hydrants Replaced/Fixed</td>
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<tr>
<td>Meter Install/Changed</td>
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<tr>
<td>Total Fuel Cost (x1000)</td>
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<td>$38</td>
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<tr>
<td><strong>Solid Waste</strong></td>
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</tr>
<tr>
<td>Refuse (x1000 tons)</td>
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<td>0.9</td>
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<tr>
<td>Recyclables (tons)</td>
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<tr>
<td>Leaf-n-Lims (x1000 tons)</td>
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<td>0.9</td>
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<tr>
<td><strong>Cemetery Funerals</strong></td>
<td>6.7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td><strong>Streets &amp; Storms</strong></td>
<td>132.9</td>
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<tr>
<td>Utility Cut Repairs</td>
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<tr>
<td>Pot Hole Repairs</td>
<td>100</td>
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<tr>
<td>Streets Swept (miles)</td>
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<td>ROW Mowing (ac)</td>
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<tr>
<td>City-Owned Lots Mowing</td>
<td>0</td>
<td>97.0</td>
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### GENERAL FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>FY '16-17</th>
<th>Adjusted Budget</th>
<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Revenues</td>
<td>$406,318</td>
<td>$16,338,000</td>
<td></td>
<td>$417,060</td>
<td>2.55%</td>
</tr>
<tr>
<td>License &amp; Permits</td>
<td>74,087</td>
<td>365,400</td>
<td>67,814</td>
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<tr>
<td>Revenue Other Agencies</td>
<td>2,240,934</td>
<td>17,902,157</td>
<td>3,097,353</td>
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<td>17.30%</td>
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<td>Charges for Services</td>
<td>912,382</td>
<td>4,629,630</td>
<td>748,352</td>
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<td>16.16%</td>
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<tr>
<td>Capital Returns</td>
<td>207,823</td>
<td>304,200</td>
<td>19,021</td>
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<td>6.25%</td>
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<tr>
<td>Miscellaneous Revenues</td>
<td>44,301</td>
<td>1,148,000</td>
<td>65,484</td>
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<td>5.70%</td>
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<tr>
<td>FB Withdrawal/PO Appropriation</td>
<td>6,456,214</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td>$3,885,845</td>
<td>$47,143,601</td>
<td>$4,415,084</td>
<td></td>
<td>9.37%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Departmental Expenditures</th>
<th>FY '16-17</th>
<th>Adjusted Budget</th>
<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor/Council</td>
<td>$61,017</td>
<td>$400,856</td>
<td>$83,451</td>
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<td>20.82%</td>
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<tr>
<td>City Manager</td>
<td>104,488</td>
<td>1,104,555</td>
<td>151,505</td>
<td></td>
<td>13.72%</td>
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<tr>
<td>Human Resources Management</td>
<td>105,297</td>
<td>598,519</td>
<td>83,216</td>
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<td>13.90%</td>
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<tr>
<td>Community Relations</td>
<td>24,729</td>
<td>137,539</td>
<td>54,447</td>
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<td>39.59%</td>
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<tr>
<td>Paramount Theater</td>
<td>109,687</td>
<td>464,980</td>
<td>63,050</td>
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<td>13.56%</td>
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<td>Goldsboro Event Center</td>
<td>22,107</td>
<td>146,961</td>
<td>20,529</td>
<td></td>
<td>13.97%</td>
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<td>Inspections</td>
<td>114,926</td>
<td>926,411</td>
<td>110,151</td>
<td></td>
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<tr>
<td>Downtown Development</td>
<td>107,113</td>
<td>375,304</td>
<td>52,821</td>
<td></td>
<td>14.07%</td>
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<tr>
<td>Information Technology</td>
<td>366,017</td>
<td>1,191,485</td>
<td>198,894</td>
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<td>16.69%</td>
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<tr>
<td>Public Works - Adm.</td>
<td>103,008</td>
<td>444,715</td>
<td>79,693</td>
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<td>17.92%</td>
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<tr>
<td>Garage</td>
<td>372,297</td>
<td>2,161,402</td>
<td>370,930</td>
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<td>Garage Credits</td>
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<td>(1,650,000)</td>
<td>(166,973)</td>
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<tr>
<td>Building &amp; Traffic Maint.</td>
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<td>98,832</td>
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<td>Cemetery</td>
<td>50,100</td>
<td>336,786</td>
<td>58,516</td>
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<td>Finance</td>
<td>145,620</td>
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<td>Office Supplies Credits</td>
<td>(709)</td>
<td>(9,000)</td>
<td>(1,149)</td>
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<tr>
<td>Planning &amp; Redevelopment</td>
<td>363,745</td>
<td>1,376,216</td>
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<td>18.35%</td>
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<tr>
<td>PostageCredits</td>
<td>(1,585)</td>
<td>(30,000)</td>
<td>(4,494)</td>
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<tr>
<td>Streets &amp; Storms - General</td>
<td>242,868</td>
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<td>26.67%</td>
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<td>130,833</td>
<td>529,200</td>
<td>112,184</td>
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<td>Street Paving</td>
<td>164,090</td>
<td>75,000</td>
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<td>441,650</td>
<td>2,886,473</td>
<td>418,061</td>
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<td>155,651</td>
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<td>Fire Department</td>
<td>1,007,796</td>
<td>7,602,315</td>
<td>1,014,724</td>
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<tr>
<td>Police Department</td>
<td>1,500,575</td>
<td>9,969,152</td>
<td>1,603,600</td>
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<td>Special Expense Fees</td>
<td>546,957</td>
<td>8,916,900</td>
<td>2,456,567</td>
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<td>Parks &amp; Recreation</td>
<td>551,680</td>
<td>4,025,165</td>
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<td>Golf Course</td>
<td>148,772</td>
<td>701,449</td>
<td>135,764</td>
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<td><strong>Total</strong></td>
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<td>$47,143,601</td>
<td>$8,589,332</td>
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<td>18.22%</td>
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### UTILITY FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>FY '16-17</th>
<th>Adjusted Budget</th>
<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>$2,535,782</td>
<td>$15,640,500</td>
<td>$2,489,391</td>
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<td>15.92%</td>
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<td>Capital Returns</td>
<td>3,595</td>
<td>21,193</td>
<td>4,684</td>
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<td>22.10%</td>
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<tr>
<td>Miscellaneous Revenues</td>
<td>51,512</td>
<td>913,000</td>
<td>21,167</td>
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<td>2.32%</td>
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<tr>
<td>FB Withdrawal/PO Appropriation</td>
<td>51,512</td>
<td>913,000</td>
<td>21,167</td>
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<tr>
<td><strong>Total</strong></td>
<td>$2,590,889</td>
<td>$24,389,331</td>
<td>$2,515,242</td>
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### Departmental Expenditures

<table>
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<tr>
<th></th>
<th>FY '16-17</th>
<th>FY '17-18</th>
<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Distribution &amp; Collections</strong></td>
<td>$324,936</td>
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<tr>
<td><strong>Water Treatment Plant</strong></td>
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<td>4,771,976</td>
<td>844,145</td>
<td>17.69%</td>
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<tr>
<td><strong>Water Reclamation Plant</strong></td>
<td>930,651</td>
<td>7,521,742</td>
<td>909,122</td>
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<tr>
<td><strong>UF - Capital</strong></td>
<td>33,955</td>
<td>7,588,119</td>
<td>886,967</td>
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<tr>
<td><strong>Compost Facility</strong></td>
<td>110,469</td>
<td>959,318</td>
<td>144,977</td>
<td>15.11%</td>
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<tr>
<td><strong>Total</strong></td>
<td>$2,179,357</td>
<td>$24,389,331</td>
<td>$3,202,584</td>
<td>13.13%</td>
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### DOWNTOWN DISTRICT FUND

<table>
<thead>
<tr>
<th></th>
<th>FY '16-17</th>
<th>FY '17-18</th>
<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tax Revenues</strong></td>
<td>$994</td>
<td>$71,236</td>
<td>$1,488</td>
<td>2.09%</td>
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<tr>
<td><strong>Capital Revenue</strong></td>
<td>25</td>
<td>90</td>
<td>56</td>
<td>62.22%</td>
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</tr>
<tr>
<td><strong>FB Withdrawal/PO Appropriation</strong></td>
<td>11,323</td>
<td>11,323</td>
<td>11,323</td>
<td>100.00%</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,019</td>
<td>82,649</td>
<td>1,544</td>
<td>1.87%</td>
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### OCCUPANCY TAX FUND

<table>
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<tr>
<th></th>
<th>FY '15-16</th>
<th>FY '16-17</th>
<th>FY '16-17</th>
<th>Actual to Date</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Occupancy Tax/Civic Center</strong></td>
<td>$112,091</td>
<td>$675,000</td>
<td>$122,114</td>
<td>18.09%</td>
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<tr>
<td><strong>Occupancy Tax/Travel &amp; Tourism</strong></td>
<td>28,023</td>
<td>165,000</td>
<td>30,529</td>
<td>18.50%</td>
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<tr>
<td><strong>County of Wayne Occupancy Tax</strong></td>
<td>8,609</td>
<td>165,000</td>
<td>32,645</td>
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<tr>
<td><strong>Capital Returns/Misc./Property Sale</strong></td>
<td>$515</td>
<td>$600</td>
<td>$829</td>
<td>0.00%</td>
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<td><strong>FB Withdrawal/PO Appropriation</strong></td>
<td>-</td>
<td>$787,143</td>
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<tr>
<td><strong>Total</strong></td>
<td>$149,238</td>
<td>$1,792,743</td>
<td>$186,117</td>
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### STORMWATER FUND

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<tr>
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<th>FY '16-17</th>
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<th>YTD %</th>
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<tr>
<td><strong>Stormwater Fee</strong></td>
<td>$-</td>
<td>$1,073,672</td>
<td>$28,142</td>
<td>2.62%</td>
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<tr>
<td><strong>FB Withdrawal/PO Appropriation</strong></td>
<td>-</td>
<td>$1,073,672</td>
<td>$28,142</td>
<td>2.62%</td>
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<tr>
<td><strong>Total</strong></td>
<td>$-</td>
<td>$1,073,672</td>
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### Revenues

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<th>FY '17-18</th>
<th>Actual to Date</th>
<th>YTD %</th>
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</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
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<tr>
<td><strong>Downtown District</strong></td>
<td>$4,903</td>
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<td>$2,304</td>
<td>2.79%</td>
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<tr>
<td><strong>Total</strong></td>
<td>$4,903</td>
<td>$82,649</td>
<td>$2,304</td>
<td>2.79%</td>
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PLANNING DEPARTMENT
MONTHLY REPORT – AUGUST, 2017
Prepared by: Sally Johnson

General Tasks
During the month of August, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. Work has continued on having case files scanned into the City’s system. Code enforcement staff mailed out 76 violation notices during the month of August. 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 August, 11 tickets were issued. A total of 5 tickets were paid in August which totaled $125. 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.

<table>
<thead>
<tr>
<th>Parking Reason</th>
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<tr>
<td>Parked in Wrong Direction</td>
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<tr>
<td>Parked in Proximity to Fire Hydrant</td>
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<tr>
<td>Parked in a Prohibited Area (No Parking Zone)</td>
<td>4</td>
</tr>
<tr>
<td>Other (Bus Loading Zone, Crosswalk, Sidewalk)</td>
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### 2017

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Total</th>
<th>Average</th>
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<td>6</td>
<td>4</td>
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<td>1/3</td>
<td>0/2</td>
<td>0/0</td>
<td>0/4</td>
<td>2/1</td>
<td>1/4</td>
<td>1/3</td>
<td></td>
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<td>5/18</td>
<td>.6/2</td>
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<td>Code Enforcement</td>
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<tr>
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<td>0</td>
<td>0</td>
<td>35/</td>
<td>70/</td>
<td>77/</td>
<td>91/</td>
<td>61/</td>
<td>334/</td>
<td>42/</td>
<td>42/</td>
<td>$92,610</td>
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<tr>
<td>Junk Vehicles Towed</td>
<td>37/7</td>
<td>18/4</td>
<td>0/7</td>
<td>0/3</td>
<td>24/0</td>
<td>18/6</td>
<td>0/8</td>
<td>0/4</td>
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<td>97/39</td>
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<td>12/5</td>
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<tr>
<td>Illegal Signs Removed</td>
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<td>65</td>
<td>24</td>
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<td>581</td>
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<td>Bags of Litter Picked Up</td>
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<td>411</td>
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### 2016

<table>
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<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Total</th>
<th>Average</th>
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<td>5.0</td>
</tr>
<tr>
<td>Historic District Comm. Cases</td>
<td>0/1</td>
<td>1/1</td>
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<td>1/0</td>
<td>2/0</td>
<td>0/0</td>
<td>0/0</td>
<td>0/0</td>
<td>½</td>
<td>0/1</td>
<td>0/0</td>
<td>0/1</td>
<td>10/6</td>
<td>.8/5</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Grass Cutting</td>
<td>8/</td>
<td>0/</td>
<td>0/o</td>
<td>0/0</td>
<td>25/</td>
<td>72/</td>
<td>97/</td>
<td>63/</td>
<td>102/</td>
<td>62/</td>
<td>24/</td>
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<td>8/6</td>
<td>18/2</td>
<td>35/4</td>
<td>24/6</td>
<td>26/0</td>
<td>8/0</td>
<td>18/3</td>
<td>28/6</td>
<td>20/6</td>
<td>30/1</td>
<td>0</td>
<td>209/34</td>
<td>17/3</td>
</tr>
<tr>
<td>Illegal Signs Removed</td>
<td>48</td>
<td>124</td>
<td>60</td>
<td>14</td>
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<td>8</td>
<td>22</td>
<td>130</td>
<td>39</td>
<td>593</td>
<td>50</td>
</tr>
</tbody>
</table>
Stoney Creek Sanitary Sewer Outfall Rehabilitation Project
- Project is complete;
- Staff processing CWMTF documents for final reimbursement and project closeout.

Stoney Creek Stream Enhancement – Phase II
- City Engineer is preparing CWMTF cost report, payment request, and required documentation for project reimbursement;
- Conservation easement deed has been prepared by the City Attorney.

Stoney Creek Greenway
- Staff is currently working through the Preliminary Engineering portion of this project;
- Construction is anticipated to be complete at the end of 2018.

2015 Priority Sewer Rehabilitation Project – Phase III
- Additional flow monitoring is complete;
- Final report delivered;
- 90% of construction plans have been submitted.

Phase IV Sewer Collection Rehabilitation
- Smoke and dye testing is complete;
- CWMTF approved the Engineering Report and the Environmental Information Document;
- McKim & Creed is working on design plans and contract documents;
- Start of construction anticipated Summer 2018.

Center/Holly Street Water Tank Painting
- Start of construction has been updated to early Spring of next year due to Christmas lighting.

Humphrey Street Paving
- On August 7, 2017 City Council awarded contract to Barnhill Contracting Company for $489,883.25;
- At the preconstruction conference held on August 30, 2017 notice to proceed date is set for September 18, 2017 with project completion date of January 16, 2018.

Hurricane Matthew Storm Damage Repair
- The lowest bid was submitted by Lanier Construction Company, Inc. for $1,023,150 at the bid opening held on February 23, 2017;
- Construction is approximately 95% complete.

2017-2018 Bituminous Concrete Street Resurfacing Project
- The lowest bid was submitted by Turner Asphalt of Raleigh, NC for $2,267,947.06 at the bid opening held on May 1, 2017;
- At the preconstruction conference held on June 22, 2017 notice to proceed date was set for August 14, 2017 with a completion date of February 12, 2018.
John Street Parking Lot Electric Vehicle Charging Station
- Duke Energy grant documents have been executed;
- Project was advertised for bids on July 23rd with a bid opening scheduled for August 10, 2017.

Union Station
- Barnhill Contracting Company will start resurfacing Union Station Parking Lot on September 11, 2017 with a 30-day completion date of October 11, 2017;
- Union Station fence project will be advertised for bids in September for 72-inch high fence.

SJAFB Sewer Outfall Improvements
- Staff is preparing design plans and bid documents to replace the sewer line from SJAFB to the Stoney Creek Sewer Outfall;
- Anticipated bid advertisement is late September/early October.

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 August 2017.
Goldsboro Fire Department
Monthly Report – August 2017

Report Prepared By: Gary Whitey GW/CL

Fire Prevention and Outreach
- August 1st – Public Education – National Night Out
- August 26th – Family Safety Day – Cooper Standard
- August 27th – Truck Display – Old Waynesborough Park
- August 28th – Station Tour – Station 1

<table>
<thead>
<tr>
<th>Working Structure Fires</th>
<th>Working Vehicle Fires</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8 – 508 S. Pineview Ave.</td>
<td>8/2 – 2116 Wayne Memorial Dr. / A</td>
</tr>
<tr>
<td>8/18 – 607 W. Oak St.</td>
<td>8/19 – N Berkeley Blvd &amp; Central Heights Rd.</td>
</tr>
<tr>
<td>8/19 – 806 N. Taylor St. / B</td>
<td></td>
</tr>
<tr>
<td>8/31 – 1101 Crawford St.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
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<td>226</td>
<td>206</td>
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<td>204</td>
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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.
Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for August 2017 244 compared to 243 for July 2017.

Property with an estimated value of $138,558 was reported stolen while property with an estimated value of $43,339 was recovered.

Officers arrested 187 people and 384 citations were issued during the month. There were 60 drug-related charges.

There were 3 report(s) of assault on an officer.

Revenue collected for August 2017 included:

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Goldsboro Police Department
Monthly Report -August 2017

Report Prepared by: Michael D. West MDW/KB

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<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>July</th>
<th>Aug.</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<th>Aug.</th>
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<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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August wrapped up our Summer Camps and Pool days, each of which ended with great weekly attendance. Parks and Rec also had the opportunity to host a solar eclipse viewing party at Herman Park Center with Summer Camp Youth. As we close out summer activities, we begin September with the 4th annual Beak Week; and the kick off of our non-traditional sport leagues.

<table>
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<tr>
<th>2017</th>
<th>JAN</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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<td>389</td>
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<td>217</td>
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<td>Golf Course</td>
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<tr>
<td>Revenues</td>
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<td>$18,989</td>
<td>$51,441</td>
<td>$49,054</td>
<td>$42,722</td>
<td>$69,015</td>
<td>$47,922</td>
<td>$45,537</td>
<td>$43,439</td>
<td>$33,491</td>
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<td>$62,591</td>
<td>$70,115</td>
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<td>TOTAL REVENUE</td>
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<td>$57,903</td>
<td>$59,313</td>
<td>$54,197</td>
<td>$34,622</td>
<td>$33,957</td>
<td>$25,004</td>
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TOTAL REVENUE FOR THE YEAR $515,100 $599,497
Public Utilities Department
Monthly Report- August 2017

Report prepared by: Michael Wagner

Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for August were 6.85 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. The two Hurricane Matthew repair projects are now complete.

Compost Facility

Three hundred and ninety-four cubic yards of compost/mulch was sold in August 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.

<table>
<thead>
<tr>
<th>2017 MGD</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Monthly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water*</td>
<td>5.092</td>
<td>4.974</td>
<td>4.509</td>
<td>4.836</td>
<td>5.080</td>
<td>5.088</td>
<td>5.731</td>
<td>5.403</td>
<td>5.089</td>
<td></td>
<td></td>
<td></td>
<td>5.089</td>
</tr>
<tr>
<td>Sewer**</td>
<td>10.44</td>
<td>8.47</td>
<td>8.21</td>
<td>10.25</td>
<td>12.35</td>
<td>9.06</td>
<td>6.97</td>
<td>6.85</td>
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<td></td>
<td></td>
<td></td>
<td>9.08</td>
</tr>
<tr>
<td>CY Compost</td>
<td>54</td>
<td>546</td>
<td>845</td>
<td>1484</td>
<td>923</td>
<td>836</td>
<td>496</td>
<td>394</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>696.3</td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th>2016 MGD</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Monthly Average</th>
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</thead>
<tbody>
<tr>
<td>CY Compost</td>
<td>482</td>
<td>88</td>
<td>610</td>
<td>496</td>
<td>1,234</td>
<td>510</td>
<td>626</td>
<td>572</td>
<td>404</td>
<td>134</td>
<td>308</td>
<td>154</td>
<td>468.2</td>
</tr>
</tbody>
</table>

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD
81 inquiries were fulfilled for the month of July by the TTO.

The TTO prepared 700 promotional items for welcome bags.

Total hotel revenue generated in July was $1,870,032. August earnings report not released at this time.

On August 8, Ashlin travelled with City Manager, Mayor, and Octavius Murphy to High Point, NC to present the convention center hotel opportunity to the Corporate VP of Sales & Marketing of BPR Hotels. The company expressed interest and asked to have a follow-up meeting in October. Ashlin invited the owners to Goldsboro to visit the property site and experience a FAM tour of the travel demand generators.

Throughout the month of August, TTO attended several Beak Week meetings, coordinated live birds, tiny home display, peep art display, radio ad scripts, headliner band, billboard artwork, blogs, and paid social media campaign for the festival.

Amber Herring attended the planning meeting for the 135th USCT Symposium in spring 2018 to represent the TTO and answer any questions about the marketing services TTO will provide for the event.

TTO coordinated a meeting about Lantern Fest with the 4 main sponsors (Parks & Rec, DGDC, MAC, and TTO) to go over logistics and planning on Aug. 9th. A site visit with the LF event coordinator, Eric Brooks, for August 27-29.

On August 16, Ashlin met with the 4FSS marketing office to donate the 400 tickets to base. Distribution of tickets and additional discounted military pricing for tickets were determined. TTO will receive free ad placements in Flashpoint, banners by gate, and email blasts. Outdoor rec will control and monitor free ticket pickups and additional ticket sales at military rate.

Throughout the month of July and August, Ashlin worked with Igoe & Parks & Rec to design meeting venue brochure and specialty flyers for the Connect Marketplace Conference. She coordinated weekly meetings with James Wade, Gretchen Reed, and Scott Barnard leading up to the conference to go over strategy for selecting B2B appointments with meeting planners and editing of brochures.

Ashlin is part of the committee for strategic planning for the City that was initiated at City Council Retreat in February 2017. She attended the first planning meeting on August 17 and will continue to serve on this committee to develop the plan and timeline for roll out internally.

August 20-24, Ashlin attended the Connect Marketplace Conference with other city/county colleagues to garner leads and secure business for the multi-sports complex, Maxwell Center, and other city venues to generate economic impact. The group met with 200 meeting planners throughout the week and following up via email with meeting planners to receive RFPs to bid for group business. To date, we have received 5 RFPs and TTO will be working with James Wade to write the bid packages.

Eric Brooks with Lantern Fest met with Fire Dept., Public Works, Police, Arts Council, and all sponsors on 8/29 to go over resources and responsibilities for the event on November 11.

Amber and Ashlin worked with Igoe Creative’s videography team on August 31 to put together the next promotional video that highlights all the Brew & ‘Cue in Goldsboro-Wayne County.

### Occupancy Tax Collections YTD

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>YTD</th>
<th>Average</th>
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<tr>
<td>2017-18</td>
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<td></td>
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<td>$152,643</td>
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<tr>
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<td>66,722</td>
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