

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
SEPTEMBER 25, 2018 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. Pledge of Allegiance.
2. Roll Call.

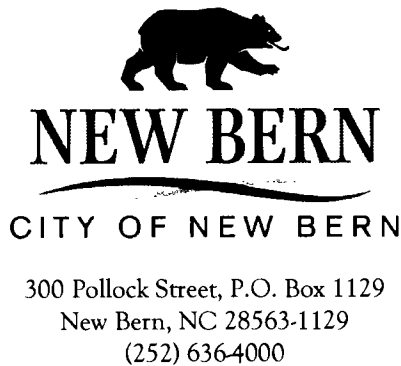
Consent Agenda

3. Consider Adopting a Proclamation Acknowledging Constitution Week.
4. Approve Minutes.

5. Presentation on Preliminary Plans for Use of Grant Funds Received for Martin Marietta Park.
6. Discussion of Part-Time Animal Control Officer.
7. Consider Adopting a Resolution Authorizing the City Manager to Execute a NC Department of Transportation Grant Agreement on behalf of the New Bern Area Metropolitan Planning Organization.
8. Consider Adopting a Resolution Authorizing the City Manager to Sign a Grant Contract with NC Department of Natural and Cultural Resources.
9. Consider Adopting a Resolution Approving a Revised Schedule of Maximum Speed Limits as Defined in Section 70-132 through 70-135 of the New Bern Code of Ordinances.
10. Consider Adopting a Resolution Approving the Installation of Additional Street Lights Near Duffy Street.
11. Consider Adopting a Budget Ordinance Amendment Acknowledging the 2018 Entitlement Cities Grant.
12. Appointment(s).
13. Attorney's Report.
14. City Manager's Report.
15. New Business.
16. Closed Session.
17. Adjourn.

Aldermen

Sabrina Bengel
Jameesha Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham



Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memo to: Mayor and Board of Aldermen

From: Mark Stephens, City Manager

[Signature] 09/21/18

Date: September 21, 2018

Re: September 25, 2018 Agenda Explanations

1. **Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderwoman Harris. Pledge of Allegiance.**
2. **Roll Call.**

Consent Agenda

3. **Consider Adopting a Proclamation Acknowledging Constitution Week.**

On behalf of the Richard Dobbs Spaight Chapter of the National Society Daughters of the American Revolution, Nancy Melling has requested a proclamation recognizing September 17-23, 2018 as Constitution Week.

4. **Approve Minutes.**

Minutes from the August 28, 2018 meeting are provided for review and approval.

5. **Presentation on Preliminary Plans for Use of Grant Funds Received for Martin Marietta Park.**

(Ward 5) As announced at the last meeting, the City has been award the NC Parks and Recreation Trust Fund Grant in the amount of \$475,000 for use at Martin Marietta Park. Foster Hughes, Director of Parks and Recreation, will make a presentation to describe how the funds will be used for the installation of infrastructure and specific amenities.

6. Discussion of Part-Time Animal Control Officer.

A status update was provided to the Board at its August 28th meeting with respect to the hiring of a part-time Animal Control Officer. Chief Summers will provide a further update as to the status.

7. Consider Adopting a Resolution Authorizing the City Manager to Execute a NC Department of Transportation Grant Agreement on behalf of the New Bern Area Metropolitan Planning Organization.

On behalf of the New Bern Area Metropolitan Planning Organization, the City has been identified as the direct recipient of Section 5303 Federal Transit Administration Urban Planning Funds. These funds are managed by NCDOT's Public Transportation Division. In order to receive the funds, the Board of Aldermen must adopt a resolution authorizing the City Manager to sign a grant agreement with NCDOT. The total allocation for FY2018-19 is \$25,000, which reflects a Federal and State share of \$22,500 and a local share of \$2,500. The local share will be provided by the jurisdictions participating in the New Bern Area MPO as follows: New Bern \$1,387.00; River Bend \$148.50; Trent Woods \$203.50; Bridgeton \$21.00; and Craven County \$740.00. Pursuant to a MOU, the local shares are based on percentages of the 2010 Urbanized Area population data and will not change until after the next decennial census. A memo from Kim Maxey, MPO Administrator, is attached.

8. Consider Adopting a Resolution Authorizing the City Manager to Sign a Grant Contract with NC Department of Natural and Cultural Resources.

(Ward 3) The City previously applied for the 2017 Recreational Trails Program Grant through the NC Department of Natural and Cultural Resources and was notified on November 30, 2016, that it had been approved in the amount of \$56,000. Staff recently received the grant contract, which requires a cash match of \$14,000. This makes the total contract amount \$70,000. The grant funds will be used for the New Bern Riverwalk Greenway. A memo from Foster Hughes is attached.

9. Consider Adopting a Resolution Approving a Revised Schedule of Maximum Speed Limits as Defined in Section 70-132 through 70-135 of the New Bern Code of Ordinances.

(Ward 5) After months of negotiations with the NC Department of Transportation ("DOT"), DOT has agreed to reduce the speed limit along NC Hwy. 55 in the Pleasant Hill community from 55 mph to 45 mph from a point being 0.60 miles east of SR1005 (Old NC Hwy. 70) to the intersection of NC Hwy. 43. It is proposed that the Schedule of Maximum Speed Limits be revised to incorporate this change. A memo from Matt Montanye, Director of Public Works, is attached along with a map that depicts the changes.

10. Consider Adopting a Resolution Approving the Installation of Additional Street Lights Near Duffy Street.

(Ward 5) Residents have requested additional street lighting in the area of Duffy Street. Upon evaluating this request, it was determined the area does not meet the City's lighting standards. The Electric Department has estimated costs associated with the installation of additional lighting to be \$1,464.08. A monthly cost of \$8.44 will be incurred by Public Works for the utility bills. Please refer to the attached memo from Charles Bauschard, Director of Public Utilities, for any additional information.

11. Consider Adopting a Budget Ordinance Amendment Acknowledging the 2018 Entitlement Cities Grant.

In 2013, the Board adopted a resolution authorizing staff to pursue CDBG Entitlement City status with the US Department of HUD, which would allow the City to receive funds through an annual allocation instead of competing with other small cities and counties for funding. The City received designation as an Entitlement City in 2014 and receives ongoing annual funding through the program. The most recent funding allocated to the City is in the amount of \$223,934. This budget ordinance amendment will recognize these funds. A memo from J. R. Sabatelli, Director of Finance, is attached.

12. Appointment(s).

Kristen Culler, the former Assistant City Manager, resigned from her appointment to Allies for Cherry Point's Tomorrow. The Board is asked to make a new appointment to replace Mrs. Culler.

13. Attorney's Report.

14. City Manager's Report.

15. New Business.

16. Closed Session.

17. Adjourn.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Proclamation Acknowledging Constitution Week

Date of Meeting 09/25/18

Ward # if applicable N/A

Department City Clerk



Person Submitting Item: Brenda Blanco

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

On behalf of the Richard Dobbs Spaight Chapter of the National Society Daughters of the American Revolution, Nancy Melling has requested a proclamation recognizing September 17-23, 2018 as Constitution Week.

Actions Needed by Board:

Consider approving proclamation.

Is item time sensitive? ☒ Yes ☐ No

Will there be advocates/opponents at the meeting? ☐ Yes ☒ No

Backup Attached:

Proclamation and request for same.

Cost of Agenda Item: \$0

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : ☐ Yes ☐ No

Additional notes:



Proclamation

WHEREAS, September 17, 2018, marks the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE, I, Dana E. Outlaw, Mayor of the City of New Bern, North Carolina, on behalf of the New Bern Board of Aldermen, do hereby proclaim the week of September 17 through 23, 2018 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of New Bern this the 25th day of September in the year of our Lord Two Thousand and Eighteen.



Dana E. Outlaw, Mayor

Brenda Blanco

From: Dana E. Outlaw
Sent: Monday, August 27, 2018 7:10 AM
To: Brenda Blanco
Subject: Fwd: Mayor Participation in Constitution Day Celebration in New Bern & Proclamation -second version
Attachments: spot announcements for media.docx; ATT00001.htm; proclamation for mayor 2018.docx; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

From: Nancy Melling <thencmellings@gmail.com>
Date: August 25, 2018 at 10:25:27 AM EDT
To: "mayorofdover@embarqmail.com" <mayorofdover@embarqmail.com>, "grantsboroNC@embarqmail.com" <grantsboroNC@embarqmail.com>, "E. Bryan at Town of Bridgeton" <townofbridgeton@earthlink.net>, "Amanda@covecitync.com" <Amanda@covecitync.com>, "wlewis@havelocknc.us" <wlewis@havelocknc.us>, "johnd@vanceboronc.com" <johnd@vanceboronc.com>, "Dana E. Outlaw" <OutlawD@newbern-nc.org>, "chucktyson@tysonandhooksrealty.com" <chucktyson@tysonandhooksrealty.com>, "jkirkland@riverbendnc.org" <jkirkland@riverbendnc.org>, "sallybelangia@townoforiental.com" <sallybelangia@townoforiental.com>
Cc: Joanne Owen <rjowen1971@embarqmail.com>, Nancy Melling <thencmellings@gmail.com>
Subject: Mayor Participation in Constitution Day Celebration in New Bern & Proclamation - second version

Dear Mayor,

Please consider completing this proclamation and joining the Richard Dobbs Spaight Chapter of the National Society Daughters of the American Revolution constitution week celebration at the Way Station at 529 S. Front St. (Tryon Palace Ticket Building), New Bern, NC on September 17, 2018 at 3:00 pm. We will have a program with special historical guests, and "Ring of the Bells" at 4 pm in celebration of Constitution Day across the street at the front gates of the Tryon Palace.

Attached is a sample 2018 proclamation in word format that you can download and put your information in (please use this one- I made an error, again.... on the date in the last sentence.

I also respectfully request that your town website can place an announcement about Constitution Week Sept. 17-23. I have attached is spot announcement sheet and image that you can use on your website

Please let me know if you will participate by sending me your proclamation, placing a public notification of Constitution Week on your website, and/or joining us on Sept. 17th.

Thank you so much,

Nancy Melling
Constitution Week Chairman
Richard Dobbs Spaight Chapter, National Society Daughters of the American Revolution
1800 Peppercorn Ct.
New Bern, NC 28562
252-670-9369 (cell & text)
thencmellings@gmail.com

If you are not the intended recipient, you must destroy this message and inform the sender immediately. This electronic mail message and any attachments, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. It also may contain information which is confidential within the meaning of applicable federal and state laws.



If you are not the intended recipient, you must destroy this message and inform the sender immediately. This electronic mail message and any attachments, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. It also may contain information which is confidential within the meaning of applicable federal and state laws.

WHEREAS: September 17, 2018, marks the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as Mayor of the City of _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 ☐by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (City) to be affixed this seventeenth day of September of the year of our ☐Lord two thousand eighteen.

Signed _____ SEAL

Attest _____

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation on plans for Grant funds received for Martin Marietta Park

Date of Meeting ²⁵
9/11/2018

Ward # if applicable Ward 5

If multiple, list:

Department Parks & Recreation

Person Submitting Item: Mr. Foster Hughes

Call for Public Hearing No

Date of Public Hearing

Explanation of Item:

This presentation will focus on phase 1 of the project and what park amenities will be included. Information will also be discussed on future phases of the park.

Actions Needed by Board:

Is item time sensitive? No

Will there be advocates/opponents at the meeting? Select...

Backup Attached:

Resolution
Memo
Powerpoint Presentation

Cost of Agenda Item: N/A

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : Select...

Additional notes:



PARKS & RECREATION

Family, fitness and fun come together here.

Aldermen

Sabrina Bengel
Jameesha Harris
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Foster Hughes, CPRE
Director of Parks & Recreation

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager



Memo To: Mayor and Board of Aldermen

From: Foster Hughes, CPRE
Director Parks and Recreation

Re: Plans for Grant Funds received for Martin Marietta Park

Background Information:

On August 24, staff was notified that we received a North Carolina Parks and Recreation Trust Fund Grant in the amount of \$475,000. These funds will be used to install infrastructure and specific recreation based amenities in accordance the grant.

Recommendation:

A presentation will be presented to the Board on September 11, which will focus Phase one of the project. Information will also be covered regarding future phases.

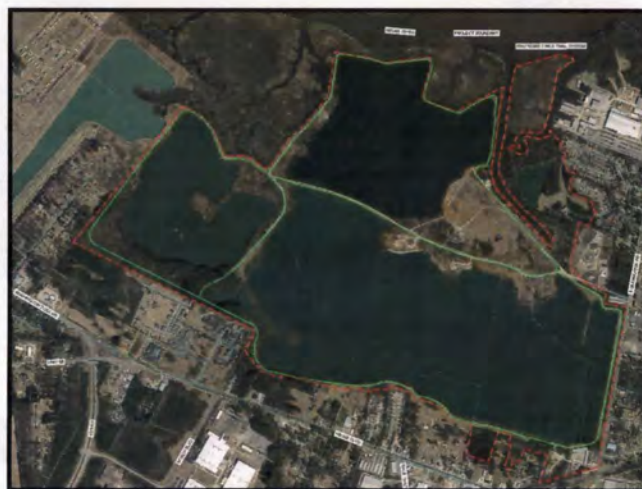
If you have any questions concerning this matter, please let me know.

1307 Country Club Rd
New Bern, NC 28562
Office 252 639-2901
Fax 252 636-4138



MARTIN MARIETTA PARK Phase 1

MARTIN MARIETTA PARK



PART F GRANT - \$475,000

- **AMENITIES**

- **Playground**
- **Boat launch (*canoes/kayaks/johnboats*)**
- **Fishing Pier / Boat Dock**
- **Picnic Shelter/Restroom (*30x80*)**
- **Multi-purpose trail (*8' wide*)**
- **Nature Observation Deck**
- **Nature Trail (*6' wide*)**
- **2 Parking lots (*gravel/30 cars*)**
- **Road Improvements**
- **Site Preparation**
- **Support Amenities**

NEW BERN
NORTH CAROLINA

PHASE 1 AMENITIES



PHASE 1 AMENITIES



CAMA Grant



Future Phases



Phase 2



Phase 2

- Amphitheater
- Swim beach
- Bike pump course

Amphitheater Area



Swim Beach Area



Adventure Area



Phase 3



Boathouse Area



- Sponsorship/Naming Opportunities
- Board priorities for any phases

Questions or Comments?

NEW BERN
NORTH CAROLINA

AGENDA ITEM COVER SHEET

Agenda Item Title:

Continuation of Discussion for a Part-time Animal Control Officer.

Date of Meeting 09-²⁵~~11~~-18

Ward # if applicable N/A

Department Police



Person Submitting Item: Toussaint E. Summers, Jr.

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

Chief Summers to provide a verbal update regarding the search for a part-time ACO.

Actions Needed by Board:

None.

Is item time sensitive? ☒ Yes ☐ No

Will there be advocates/opponents at the meeting? ☐ Yes ☒ No

Backup Attached:

None.

Cost of Agenda Item: \$0.00

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : ☐ Yes ☒ No

Additional notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Request for a Resolution Authorizing the City Manager to execute a NC Department of Transportation Grant Agreement

Date of Meeting September ²⁵~~14~~, 2018 **Ward # if applicable** N/A

Department Development Services

Person Submitting Item: Kimberly Maxey

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

The City of New Bern, on behalf of the New Bern Area Metropolitan Planning Organization (NBAMPO), is identified as the direct recipient of Section 5303 Federal Transit Administration Urban planning Funds. The funds are managed by NCDOT Public Transportation Division (PTD). Every year NCDOT-PTD requires that the MPO Lead Planning Agency (City of New Bern) elected officials approve a Resolution authorizing their representative to sign the Grant Agreement with NCDOT, in order to receive such funds. For Fiscal year 2019, the total 5303 allocation is \$25,000 with a Federal and State share of \$22,500 and a local share of \$2,500 to be provided by NBAMPO's participating member agencies as described in attached memo.

Actions Needed by Board:

Adopt the Resolution authorizing the City Manager to execute the NCDOT Grant agreement for Fiscal Year 2019.

Is item time sensitive? ☒ Yes ☐ No

Will there be advocates/opponents at the meeting? ☐ Yes ☒ No

Backup Attached:

Memorandum with Local Match Breakdown
Resolution
Grant Agreement with Attachments

Cost of Agenda Item: \$1,387.00 Local Match Share for the City of New Bern

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : ☒ Yes ☐ No

Additional notes:

New Bern Area Metropolitan Planning Organization
Transportation Advisory Committee (TAC)

Steve Tyson
Chairman

John Kirkland
Vice-Chairman

August 27, 2018

Memorandum

To: TAC Members, New Bern Area MPO
David Fort, Zoning Administrator, Bridgeton
Delane Jackson, Town Manager, River Bend
Chuck Tyson, Mayor, Trent Woods
Mark Stephens, City Manager, New Bern
Jack B. Veit III, Manager, Craven County

From: Kim Maxey, MPO Administrator

Subject: FY 2019 MPO Funding and Local Match

As of March 22, 2018 the New Bern Area MPO Transportation Advisory Committee unanimously approved the FY 2019 Unified Planning Work Program.

The 104f Federal Highway Planning grant request is for \$158,400, with a required local match of \$39,600, for a total of \$198,000 programmed for FY 2019. The 5303 Federal Transit Planning grant request is for \$20,000 with a State match of \$2,500 and a required local match of \$2,500 for a total of \$25,000 programmed for FY 2019. The combined required local match is of \$42,100.

The percentage of the local match was established in the Memorandum of Understanding (MOU) and will not change until after the next decennial census.

Please use the following amounts when including the MPO's local match in your jurisdiction's FY 2019 annual budget:

FY 2019 104 f and 5303 Local Match	Jurisdiction	% of UZA	FHWA Cost Share	FTA Cost Share	Total Cost Share
\$42,100	New Bern	55.48%	\$21,970.08	\$1,387.00	\$23,357.08
	River Bend	5.94%	\$2,352.24	\$148.50	\$2,500.74
	Trent Woods	8.14%	\$3,223.44	\$203.50	\$3,426.94
	Bridgeton	0.84%	\$332.64	\$21.00	\$353.64
	Craven County	29.60%	\$11,721.60	\$740.00	\$12,461.60

Please contact me at 639-7592 or via email at maxeyk@nbampopo.org if you require additional information.

RESOLUTION
AUTHORIZING THE CITY OF NEW BERN
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, the State of North Carolina is the designated recipient of Section 5303 Federal Transit Administration (FTA) Planning Funds; and

WHEREAS, the City of New Bern, on behalf of the New Bern Area Metropolitan Planning Organization (NBAMPO) has been identified as the direct recipient of FY2019 Section 5303 FTA Planning Funds in the amount of \$25,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NEW BERN BOARD OF ALDERMEN:

That the City Manager is hereby authorized to execute a Public Transportation Grant Agreement for the Metropolitan Planning Grant Program (5303 FTA Planning Funds) with the North Carolina Department of Transportation. The agreement is specific to NCDOT Project No. 19-08-117.

This the 25th day of September, 2018.

The motion to adopt this Resolution was made by Alderman _____,
seconded by Alderman _____ and passed by a vote of _____ to _____.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

**CITY OF NEW BERN
On behalf of
NEW BERN AREA METROPOLITAN
PLANNING ORGANIZATION**

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
METROPOLITAN PANNING GRANT PROGRAM**

Federal Award Identification

Agreement Number:
NCDOT Project Number: **19-08-117**
Approved Indirect Cost Rate: **NA**
FAIN Number(s): **NC-2017-059-01**
CFDA Number: **20.505**
DUNS Number: **111460197**
Total Amount of Award: **\$25,000**

.....

Federal Funded Programs:

- ☒ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Program Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**



THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF NEW BERN On behalf of NEW BERN AREA METROPOLITAN PLANNING ORGANIZATION**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2018 to June 30, 2019**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** The City of New Bern will use funds to compile National Transit Database reports, evaluate bus stops, schedules and routing, and develop the transit element of the Metropolitan Transportation Plan (Long Range Plan). Activities also include conducting a transit study to improve operations of the Craven Area Transit System and coordinate transit planning with future roadway, sidewalk, and greenway improvement projects.

- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.
- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWENTY FIVE THOUSAND DOLLARS (\$25,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Planning WBS	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.42.5.6	\$25,000	\$20,000	\$2,500	\$2,500
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$25,000	\$20,000	\$2,500	\$2,500

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

- ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.
 - iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased

- iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later

audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level.

The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient

unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or

refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there

are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

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

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

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

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:



Name: _____
Title: _____
Agency: _____
Email: _____
Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

**CITY OF NEW BERN On behalf of
NEW BERN AREA METROPOLITAN
PLANNING ORGANIZATION**

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

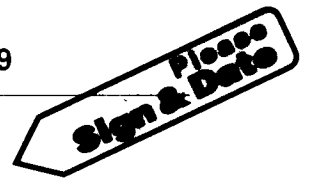
SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2019

BY:

TITLE:

CITY MANAGER



ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST: _____

TITLE: _____

Attachment
Certification Regarding Lobbying

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

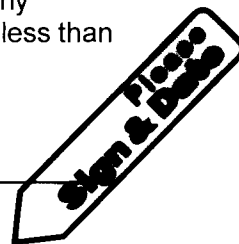
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: _____

Title: City Manager

Date: _____



PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5303 Metropolitan Transportation Planning
FEDERAL

Planning

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support multimodal transportation planning projects in metropolitan areas and states that is cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs of transportation investment priorities. The planning programs are jointly administered by the Federal Transportation Administration (FTA) and the Federal Highway Administration (FHWA), which provides additional planning funding.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	PTD is the Designated Recipient (DR) and is the only entity eligible to apply for and receive this program assistance directly from FTA. PTD is required by law to distribute these funds to each UZA, or portion of a UZA, within North Carolina (NC), according to a formula developed by the State of NC in cooperation with the MPO and approved by FTA. Eligible activities are: develop transportation plans and programs; plan, design and evaluate a public transportation projects; and conduct technical studies related to public transportation.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to match FTA funds. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.
OVERSIGHT	Oversight is performed through desk reviews of financial and grant project reporting, correspondence, and phone calls, as needed.
REFERENCES	<u>Section 5303 Circular - C 8100.1C</u> <u>Award Management Requirements 5010.1E</u> <u>OMB's Uniform Administrative Requirements 2 CFR 200</u> <u>NC Public Transportation Business Guide</u> <u>09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients</u> State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

PROGRAM SUMMARY SHEET REQUIREMENTS

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 19-08-117

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 07/1/18

PROJECT SPONSOR: CITY OF NEW BERN

PROJECT DESCRIPTION: FY2019 METROPOLITAN PLANNING PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING - 36230.42.5.6 \$25,000
PERIOD OF PERFORMANCE JULY 01, 2018 - JUNE 30, 2019

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING -	36230.42.5.6	100%	80%	10%	10%
AGREEMENT		\$25,000	\$20,000	\$2,500	\$2,500
TOTAL		\$25,000	\$20,000	\$2,500	\$2,500

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 19-08-117
SPONSOR: CITY OF NEW BERN
WBS: 36230.42.5.6

<hr/> DEPARTMENT 4526 - PLANNING I <hr/>		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
M302	442100-PROG SUPT ADMIN	1,000
M304	442301-L-RNG TRN PLN SYS	4,000
M305	442302-L-RNG TRN PLN PROJ	1,000
M306	442400-S-RNG TRNSP PLN	2,000
M313	442700-OTHER ACTIVITIES	17,000

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT BUDGET REVISION

PROJECT: 19-08-117
SPONSOR: CITY OF NEW BERN
WBS: 36230.42.5.6

----- DEPARTMENT 4526 - PLANNING I -----				
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>	<u>+ / - CHANGE</u>	<u>PROPOSED BUDGET</u>
M302	442100-PROG SUPT ADMIN	1,000	-	1,000
M304	442301-L-RNG TRN PLN SYS	4,000	-	4,000
M305	442302-L-RNG TRN PLN PROJ	1,000	-	1,000
M306	442400-S-RNG TRNSP PLN	2,000		2,000
M313	442700-OTHER ACTIVITIES	17,000		17,000
	TOTAL PLANNING	\$ 25,000	-	\$ 25,000

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
FY2019 METROPOLITAN PLANNING GRANT PROGRAM
Quarterly Progress Report

Project Name: City of New Bern
Project No.: 19-08-117
Period Covered: July 1, 2018- June 30, 2019

TASKS	DESCRIPTION	ACCOMPLISHMENTS/ Comments 1st Qtr % Complete	ACCOMPLISHMENTS/ Comments 2nd Qtr % Complete	ACCOMPLISHMENTS/ Comments 3rd Qtr % Complete	ACCOMPLISHMENTS/ Comments 4th Qtr % Complete
Project 19-08-117	City of New Bern				
442700-III-A.1 Planning Work Program	To develop a Planning Work Program that reflects the financial planning needs of the MPO through the use of the approved Prospectus				
442301-III-B.2 Regional Planning	To develop a multi-modal Metropolitan Transportation Plan for the New Bern Area MPO with a horizon year of 2040. The plan will address the Vision and Goals of the MPO's stakeholders, to include citizens, participating Jurisdictions and other organizations with an interest in transportation, the environment and economic development.				
442400 Networks and Support Systems	To develop where needed and maintain an updated inventory of the MPO's infrastructure, including Transit System and Air Travel data				
442700-III-B.3 Special Studies	To engage consulting firms in conducting special studies that will enhance the development of the MPO's Metropolitan Transportation Plan and Comprehensive Transportation Plan				

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 27, 2018

Mr. Mark A. Stevens, City Manager
City of New Bern
P. O. Box 1129
New Bern, NC 28563-1129

RE: FY2019 Metropolitan Planning Program (Section 5303)
Project No. 19-08-117
WBS Element No(s). 36230.42.5.6 (Planning)
Agreement ID. TBD
Period of Performance: 7/1/18 – 6/30/19

Dear Mr. Stevens:

On March 7, 2018, the Board of Transportation approved your organization's request for a FY19 Metropolitan Planning Program (Section 5303) grant in the amount of \$25,000. The agreement to be executed between City of New Bern and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Collins".

Debbie Collins
Director

DC\mf

Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting Resolution authorizing the City Manager to execute the North Carolina Department of Natural and Cultural Resources Grant Contract #RTP2017-76P001 for New Bern Riverwalk Greenway Project.

Date of Meeting 25
9/11/2018

Ward # if applicable Ward 3

If multiple, list:

Department Parks & Recreation

Person Submitting Item: Mr. Foster Hughes

Call for Public Hearing No

Date of Public Hearing

Explanation of Item:

On November 30, 2016, the City was notified from NCDNCR that the 2017 Recreational Trails Program application for the New Bern Riverwalk Greenway had been approved in the amount of \$56,000.00.

Actions Needed by Board:

Adopt the Resolution.

Is item time sensitive? No

Will there be advocates/opponents at the meeting? Select...

Backup Attached:

Resolution
Memo
Map

Cost of Agenda Item:

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : Select...

Additional notes:



Aldermen

Sabrina Bengel
Jameesha Harris
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham

Foster Hughes, CPRE
Director of Parks & Recreation



Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

Memo To: Mayor and Board of Aldermen

From: Foster Hughes, Parks and Recreation Director *714*

Re: Adopt Resolution authorizing the City Manager to execute the North Carolina Department of Natural and Cultural Resources Grant Contract #RTP2017-76P001 for New Bern Riverwalk Greenway Project.

Background Information:

On November 30, 2016, the City received notification from the North Carolina Department of Natural and Cultural Resources that the 2017 Recreational Trails Program application for the New Bern Riverwalk Greenway had been approved in the amount of \$56,000.00, which requires a cash match of \$14,000.00 for a total contract amount of \$70,000.00.

Recommendation:

The Parks and Recreation Department recommends approval and requests the Board adopt a Resolution authorizing the City Manager to execute the North Carolina Department of Natural and Cultural Resources Grant Contract #TRP2017-76P001.

If you have any questions concerning this matter, please call.

1307 Country Club Rd
New Bern, NC 28562
Office 252 639-2901
Fax 252 636-4138

RESOLUTION

WHEREAS, the City of New Bern has received notification from the North Carolina Department of Natural and Cultural Resources that its application for grant funds for the New Bern Riverwalk Greenway Project for recreation purposes has been approved; and

WHEREAS, the grant award is in the amount of \$56,000.00 and requires a cash match of \$14,000.00 for a total contract amount of \$70,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the City Manager is hereby authorized to execute the North Carolina Department of Natural and Cultural Resources Grant Contract #RTP2017-76P001 for award funds in the amount of \$56,000.00, which requires a cash match of \$14,000.00. These grant funds will be utilized for the New Bern Riverwalk Greenway Project

ADOPTED THIS 25TH DAY OF SEPTEMBER 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

This Contract is hereby made and entered into this 15 day of May, 2018, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the City of New Bern, (the "Grantee") (referred to collectively as the "Parties") for the New Bern Riverwalk Greenway **Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. Contract Documents: This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2017-76P001

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- (8) Iran Divestment Act Certification
- (9) Federal Assurances – Compliance Form
- (10) Application Signature Page
- (11) Insurance Requirement Notification Form
- (12) Grant Administrative and Programmatic Conditions
- (13) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective for a period of three (3) years from the date of the Secretary Award letter.

4. Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

a. **Complete Environmental Review and obtain & abide by any required permits;**

- i. **Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.**

- b. **Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;**
 - i. **The Grantee may begin to incur expenses for the Project only once they have completed this notification.**
 - c. **Request reimbursement for eligible expenses at a minimum of every six (6) months;**
 - d. **Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;**
 - i. **Grantee must complete the Project within the term of this Contract.**
 - e. **Request final reimbursement prior to the termination or expiration of this Contract;**
 - f. **Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.**
5. **Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.
6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed

Fifty-Six Thousand Dollars

(\$ 56,000.00).

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$ 56,000.00	4602	536425	2803

[x] a. The Grantee's matching requirement is \$ 14,000.00, which shall consist of:

	In-Kind	\$
X	Cash	\$ 14,000.00
	Other / Specify:	\$

- [] b. The Grantee has committed to an additional \$_____ to complete the project as described in the Grantee's response to Agency's call for grant proposals.

	In-Kind	\$
	Cash	\$
	Other / Specify:	\$

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is \$_____ 70,000.00.

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S. 143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.
8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).
9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements which is attached.
11. **Payment Provisions:** The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.
12. **Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.
13. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Talivia Brodie NC Division of Parks and Recreation MSC 1615 Raleigh, NC 27699-1615 919-707-9320 Talivia.brodie@ncparks.gov

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Foster Hughes	SAME
Director of Parks and Recreation	
City of New Bern	
1307 Country Club Road/P.O. Box 1129	
New Bern, NC 28560	
(252) 639-2915	
hughesf@newbern-nc.org	

14. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. Supplantation of Expenditure of Public Funds: The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements – It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE

**NORTH CAROLINA
DEPARTMENT OF NATURAL AND
CULTURAL RESOURCES**

By: _____
Grantee's Signature

By: _____
Authorized Agent

Printed Name

Carol Tingley, Acting Director

NC Division of Parks & Recreation

Title

ORIGINAL

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.
12. **ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

- a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

COVERAGE - During the term of the Contract, the Grantee 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, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **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 \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of 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. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be and become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 — A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An accounting of the State funds received, used, or expended; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 — A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part (a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notify the Department within ten days after receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Signature

Title

Agency/Organization

FEDERAL CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Title

Agency/Organization

Date

FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(Requirement of Governmental Agencies and Non-Profit Organizations)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

Agency/Organization

Date

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
 and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814 3852.

* Note: Enacted by Session Law 2015 118 as G.S. 143C 55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

**RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM**

(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: City of New Bern

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1, 1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with (O 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit <https://partnerncdot.gov/vendorDirectory/default.html>.

Signature of Authorizing Official _____

Title _____

Date _____

**NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE**

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Signed this _____ day of _____

By _____

Title _____

Attested By _____

**FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM**

(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. **Commercial General Liability - General Liability Coverage** on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. **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 \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of 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. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signature

Title

Agency/Organization

Date



Recreational Trails Program

Number: 20.219

Agency: Department of Transportation

Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm. This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)

Reports (111):

No reports are required.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)

Account Identification (121):

69-8083-0-7-401.

Obligations (122):

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)**Regional or Local Office (151):**

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov
Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.



**North Carolina Department of Natural and Cultural Resources
Office of the Secretary**

Governor Pat McCrory

Secretary Susan Kluttz

November 30, 2016

Thurman Hardison
City of New Bern
P.O. Box 1129
New Bern, NC 28560

Dear Mr. Hardison:

I am pleased to announce that your 2017 Recreational Trails Program application for the New Bern Riverwalk Greenway has been approved for funding. You have been awarded a grant in the amount of \$56,000.

Mr. Scott Crocker, the Recreational Trails Program Coordinator, will contact you with his congratulations as well as information about how to begin the project. Please do not begin work on your project until you have received guidance from the State Trails Program. If you have any questions, please contact Scott at 919-707-9326 or scott.crocker@ncparks.gov.

The Department of Natural & Cultural Resources is pleased to have the City of New Bern partnering with the Division of Parks and Recreation and the North Carolina Trails Committee to promote the development and management of sustainable trails and greenways across North Carolina.

Sincerely,

A handwritten signature in cursive script that reads "Susan W. Kluttz".

Susan Kluttz

cc: Michael A. Murphy, Director
Division of Parks and Recreation

MAILING ADDRESS:
4601 Mail Service Center
Raleigh, NC 27699-4601

Telephone: (919) 807-7250
Fax: (919) 733-1564

LOCATION:
109 East Jones Street
Raleigh, NC 27601



*** This application must be completed on a personal computer, not an Apple product. ***

Applications received after: Friday, May 27, 2016 (11:59 pm) will not be considered for funding.

Please contact the State Trails Program if you have questions regarding this application.

It is strongly recommended that all applicants carefully review the RTP Information Package before completing this form and supplemental materials.

All answer boxes highlighted in RED are required before document can be submitted!
If you have specific questions regarding RTP legislation, please reference the FHWA - RTP website

Information provided here and in the Budget section will be used to generate a State Grant Contract if awarded. Be sure to provide accurate and succinct information.

1. Sponsor Agency / Organization Name: City of New Bern

2. Sponsoring Agency: Local Government

3. Federal Tax ID Number: 56-6000235

ATTENTION: All contacts and correspondence in reference to this project will be sent to the Project Contact that is listed below.

4. Prefix: Mr. Contact First Name: Thurman Foster Middle Initial: e

Last Name: Hardison Hughes Suffix:

5. Contact Title: Director of Parks and Recreation

6. Mailing Address: 1307 Country Club Road/P.O. Box 1129

City: New Bern

State: NC

ZIP: 28560

7. Telephone: (252) 639-2900 2915

Extension:

8. E-mail Address: recdir@newbern-nc.org hughesf@newbern-nc.org

9. Have you received any RTP grant funding from NC DPR in the past?

Yes

The Division of Parks and Recreation, State Trails Program and the North Carolina Trails Committee value trail projects that are legal, safe, and managed, that provide connectivity, legal public access and parking. Trail projects that simply dead end or circle athletic fields will not rank highly for funding. Please don't hesitate to contact our staff if you have any questions.

10. Name of Trail Project:

11. Project classification (*applies to project deliverable(s) that will be paid for with RTP funding only*):

If Project Classification is "Combination", provide a breakdown of project classification by %, based on RTP funding.

Example: New Trail Construction 75%; Trailhead 15%; and Signs 10%

Please provide sufficient information, including the closest street address or road intersection, city/town and zip code, to enable staff to locate your trail project on a map. If the project area has a 911 location, provide this information. The latitude and longitude will be used to verify information you provide in the environmental review.

12. Project County:

13. Physical Location of Project:
(Text is limited to space provided)

14. Latitude and Longitude:
(Decimal Degrees - example Raleigh, NC 35.103847, -77.049904 35.787743, -78.644257)

Legislative Information (for project site)

15. Congressional District(s):

16. N.C. House District(s):

17. N.C. Senate District(s):

(Include all districts if project falls in multiple districts)

18. Will completion of this project require additional funding other than the RTP grant amount, and the required 25% cash and/or in-kind match?

No

19. If applicable, what is the source of this additional funding?

20. Has this additional funding been secured?

21. Provide a brief, but detailed description of your project. What will this RTP grant pay for and accomplish? (Example: What you are planning to construct, how does it meet a need, what does it connect to?)

Please use the space provided in question #37 to "Sell" your project.

Note: This statement should be suitable for public review, text provided in this box will be published internally and externally without editing by DPR or the State Trails Program. (Text is limited to space provided)

The New Bern Riverwalk Greenway Project connects a number of parks with recent and future developed permanent walkways and bike lanes. It will intersect with a major "gateway" corridor in the City that leads to Hwy 70 East. The City is excited about the possibility of designating the walkway as a portion of the Mountains-to-the-Sea Trail.

22. The trail project is located on (*CURRENT status of the land*)

Public Land (Fee Simple, Perpetual Easement)

23. If trail project is located on leased private land with legal, documented public use rights (for minimum of 10 yrs) please briefly describe.

Example: easement, lease, MOA/ MOU, written permission - Documentation required

(Text is limited to space provided)

24. Recreational Trails Program category is: (User categories are applicable for Signs/Blazes & Tools/Equipment)

Non-Motorized Diverse Use

25. Trail project designation - please select the **highest** ranking designation for your project.
(Trail designation is applicable for Signs/Blazes and Tools/Equipment)

Indicate if the trail project is designated as any of the following? Mountains-to-Sea State Trail

26. What type of connection does your trail project make to the existing trail/greenway network?

Extension - Project extends or lengthens an existing trail

27. Primary designated trail user is:

Multi-Use Greenway

28. Indicate ALL permissible trail uses for this RTP project:

☐ OHV/ATV

☒ Pedestrian

☐ Canoe/Kayak

☒ Mountain Biking

☐ Equestrian

Questions 29 - 37 on the following pages relate directly to your project description and will determine the overall sustainability of your proposed trail project as compared to peer applications. The Division of Parks and Recreation, State Trails Program and the North Carolina Trails Committee feel that the definitions listed below best define each level of sustainability required to produce a quality trail project.

Sustainability is defined as: *a project that is economically feasible, environmentally appropriate, structurally sound, with demonstrated, quantifiable social and fiscal support from the sponsoring community, which ultimately provides the greatest return on the investment of public funds.*

It is highly recommended that you read these definitions carefully before completing questions 29 - 38.

Definitions for Components of Sustainability:

Physically Possible: Any potential use must be physically possible given the size, shape, topography, and other characteristics of the site.

Legally Permissible: Only those uses that are, or may be, legally allowed and fall within environmental regulation will be considered for trail projects.

Economically Feasible: the proposed trail project must have adequate funding sources to justify the costs of construction and long term maintenance.

Maximally Productive: the proposed trail project must indicate that all potential opportunities have been leveraged, that the proposed project does not duplicate other efforts of the same scale and location and shows a defined public need for use of public funds.

Physically Possible:

29. Provide a brief statement describing project readiness. Is the project just in concept? Plans in hand? Ready to build? If your project is funded, how soon can you start construction? Do you have all necessary permits for the project? *(Text is limited to space provided)*

Plans are ready to start the project as early as fall of 2016. To my knowledge, with the exception of any internal(City) permitting processes such as locate, there is no requirement of additional permits.

Legally Permissible:

30. Indicate to what degree this trail project will provide assistance to people with disabilities. List any features that are proposed for ADA compliance (surfacing, grades, handrails, font size on signs, etc.) *(Text is limited to space provided)*

The trail surface is a wide, smoothly poured and properly graded 8'-10' concrete walkway, with appropriate ADA components for wheelchair accessibility, easy to read signage, and rest stations(park benches).

31. Do you have local governing body approval - City/County Council; Board of Commissioners; Park Advisory Committee; or Board of Directors? - **Documentation required & must be included in application attachments.**

Yes (documentation attached)

Economically Feasible:

32. Define public support in terms of financial commitments, in-kind commitments, letters of support and/or other commitments. *(Text is limited to space provided)*

The project is supported by local elected officials, by its approving of the grant's matching requirements. Additionally, public support is provided by the Housing Authority of the City of New Bern, who have much to gain with the project, as there are two major public units adjacent to the walkway.

Maximally Productive:

33. The public has been allowed to comment on the trail project - **Documentation required & must be included in application attachments.**

During a town, city, or county government meeting that allowed public comment.

34. Please tell us about the public need for this project. *(Text is limited to space provided)*

There is an ever increasing use of the amenities found along the riverwalk, as the City recently added piers behind public housing and single family housing along the walk. Additionally, the walk will include the ability for senior housing residents at New Bern Towers to safely participate more in walking activities.

35. Provide a brief statement describing project connectivity. Does this project complete a critical gap in an existing trail system? Does this project provide a linkage to a larger existing trail system? Does it connect neighborhoods to schools, parks, or business districts? *(Text is limited to space provided)*

This project provides an additional 1500 feet to an existing that runs parallel to the Trent River. It connects parks(Union Point Park, Morgan Park, Lorenzo Park), businesses, tourist attractions(NC Welcome Center/Tryon Palace) and residents.

36. Describe how the public has been informed about this trail project. *(Text is limited to space provided)*

Public has been informed in local newspaper outlets, the City's website and television station, and posting to the agenda in public buildings.

37. In the space provided below, indicate why your project should be selected for funding over other projects. This is your opportunity to "sell" your project. *(Text is limited to space provided & 1000 characters)*

I think that everyone feels that their project is worthy of funding and so do I; I think each project stands on its own merit. The City of New Bern is unique in its history as a waterfront community, having several recreational locations near its rivers. It is well-known for its waterfront walkway at Union Point Park. Grant funding would allow for continued connectivity, as well as offer the City's walkway to become a designated portion of the Mountains-To-The-Sea Trail. We are excited about the possibilities.

The RTP Grant Program is a reimbursement grant program. A grantee must first pay for approved deliverables and will be reimbursed by the State for approved costs.

The RTP is a matching grant program. It requires a minimum 25% match for every RTP dollar received. The match may be made with cash, in-kind contributions or force labor, all listed matches will be noted in the State Grant Contract and a grantee will be expected to account for all listed matches. All match funding must be expended during the contract period of an awarded RTP grant.

Enter the amount of RTP funding requested and your minimum required match will be calculated.

RTP Amount Requested X 25% = Required Match

Grant recipients must be able to finance the project while periodically requesting reimbursement.

Budget Section Guidance

Accepted In-Kind Matches & Values:

- Volunteer Labor =** \$21.47 per hour
Estimate the number of volunteer hours required for each task and multiply by \$21.47 per hour volunteer time as noted by the Independentsector.org at http://www.independentsector.org/volunteer_time.
- Volunteer Labor 16 & under =** \$7.25 per hour
For volunteers age 16 and younger, use the state minimum wage of \$7.25 per hour. Sponsors must submit and retain individual time records signed by all volunteers
- Skilled Labor =** Fair market value of labor per hour with proper documentation
- Donated Equipment =** FEMA Equipment rates - see website
<http://www.fema.gov/schedule-equipment-rates>
- Donated Materials =** Fair market value of materials with proper documentation from provider
- Donated Land =** Appraised value of land donated within 18 months of fully executed State Grant Contract with proper documentation of land value
- Other =** Fair market value of In-Kind match/donation with documentation and/or receipts of purchase

Accepted Force Account & Values:

- Force Equipment =** FEMA Equipment rates - see website
<http://www.fema.gov/schedule-equipment-rates>
- Force Labor =** Current hourly rate of pay for employee labor per hours worked for the associated deliverable
- Force Account Land =** Value of land acquired within 18 months of fully executed State Grant Contract

Define: who is

Users Applications: Please fill in the Sub-Code

Please select the appropriate Sub-Code

Deliverable #	Fund Request/ Match Type	Item	Dimensions / Description (Ex: Length, width & height)	Accomplished By	Unit	Rate	Value
#02	Cash-Match	New Trail Constructio	City Labor	Force Account	336	\$25.00	\$8,400.00

NOTE: Summary page will self-populate, please use as reference to be sure all your totals are accurate.

Cash-RTP

\$42,000.00

Cash-Match

\$14,000.00

Donated

\$0.00

Force Account

\$0.00

Skilled Labor

\$0.00

Volunteer

\$0.00

Other

\$0.00

Match Total

\$14,000.00

Required Match

\$10,500.00

Project Total

\$56,000.00

Please use this area to describe any additional contributions your project may have. This section of contributions will not be included in your contract deliverables. This section is to document the full contribution your project will provide to the local communities.

Please describe the additional contributions below

Total amount of additional contributions:

The North Carolina Recreational Trails Program is made possible through funding from the Moving Ahead for Progress in the 21st Century (MAP-21) and the Federal Highway Administration. A requirement of MAP-21 is compliance with the National Environmental Policy Act, the Historic Preservation Act (Section 106), the Endangered Species Act and other federal, state and local environmental laws, regulations and Executive Orders.

All applicants should provide the following information to help determine the proposed project's impact on the environment. This information will be evaluated by SEPA (State Environmental Policy Act) to determine if this project is in compliance with federal and state rules and regulations. Only projects found to be in compliance will be recommended for funding. Additional information on the permitting process is available through **NCDENR environmental assistance**. The environmental permit requirements outlined below are not a comprehensive list of all potential permitting requirements. Due to the complexities of various permit regulations, applicants are encouraged to consult environmental regulatory professionals during the early stages of project planning/development. **Please note** that compliance with environmental regulations can significantly increase the cost of your project.

Cultural Resources Review: *If applicable, pictures of structures required.*

Will your trail project require ground disturbances in the vicinity of National Register-listed archaeological sites or areas around buildings 50 years old or older?

No

Environmental Assessment Note: *Applicants should include locations of all known wetlands and waterbodies (streams, ponds, lakes) on site plans.*

Environmental Assessment Document:

Will your trail project construct facilities or infrastructures on lands and/or waters owned or managed by any State agency?

No

Will your trail project construct a building that exceeds 10,000 square feet?

No

Will your trail project have the potential for significant adverse effects on wetlands; surface waters such as rivers, streams and estuaries; parklands; game lands; prime agricultural or forest lands; or areas of local, state, or federally recognized scenic, recreational, archaeological, ecological, scientific research or historical value, including secondary impacts; or would threaten a species identified on the Department of Interior's or the state's threatened and endangered species lists?

For more information : <http://portal.ncdenr.org/web/deao/ea/pa>

No

CAMA Permit:

Is your trail project site located in one of the 20 CAMA counties found here <http://portal.ncdenr.org/web/cm/cama-counties> and potentially affects an 'Area of Environmental Concern' (Ex. near a coastal wetland, beach or stream?)

Yes

USACE (404) & DWQ (401) Permits:

GRANT CONTRACT NO. RTP2017-76P001

Will your trail project impact surface waters (streams, rivers, ponds, lakes) or wetlands?

- * *The potential for onsite wetlands can be determined by visiting the US Fish & Wildlife Services 'Wetlands Mapper' found at <http://www.fws.gov/wetlands/Data/Mapper.html>
Note that wetlands mapping can be relatively inaccurate. If your project site is suspected to be near or in a wetland it is recommended that applicants have onsite wetland determinations/delineations conducted at the early stages of project development.*

Floodplain Permit:

Is your trail project located within any Federal Emergency Management Agency (FEMA) - designated floodway determined by the NC Floodmapping Program
<http://www.ncfloodmaps.com/>

Sedimentation & Erosion Control Plan:

Will your trail project require ground disturbance (clearing vegetation and/or trail tread, grading, etc.) that is equal to or exceeds one acre?

- * *Erosion and sedimentation control measures are required regardless of the size of the disturbance in order to prevent accelerated erosion and off-site sedimentation.
For more information: <http://portal.ncdenr.org/web/lr/erosion>*

Rare Species:

Are there any rare species (or habitats supporting rare species) located within two miles of your trail project area?

- * *The potential for rare species occurrences can be determined by visiting the NC Natural Heritage Program's 'Virtual Workroom' mapper found here:
<http://portal.ncdenr.org/web/nhp/nhp-map-viewer>*

AND The US Fish and Wildlife Service (USFWS) that provides a county by county listing of federally protected species found here:
http://www.fws.gov/raleigh/species/cntylist/nc_counties.html

Dam Permit:

Is your project located on or adjacent to a dam, pond, or lake?

DWQ Riparian Buffer Permit:

Is your trail project located in one of the DWQ's 'Buffer Basins'/Watersheds (Catawba, Goose Creek, Jordan Lake, Neuse, Randleman, Tar-Pamlico)?

For more information, see: <http://portal.ncdenr.org/web/wq/swp/ws/webscape/contacts>

If yes, does your trail project involve ground disturbance or vegetation clearing within 50 feet of a mapped surface water (stream, river, pond, lake)?

Is your trail project located within 25 feet of DWQ's designated Trout Waters?

The proposed trail project is being designed according to the following trail construction design standards:

- ☐ International Mountain Biking Association: Trail Solutions
- ☒ USFS: Trail Construction and Maintenance Notebook
- ☐ USFS: Equestrian Design Guidebook for Trails, Trailheads, & Campgrounds
- ☐ AASHTO: Guide for the Development of Bicycle Facilities
- ☐ National Off-Highway Conservation Council: Park Guidelines for Off Highway Vehicles
- ☐ Other published trail design standard (list below):

NOTE: Be sure that all documents are in working order and are included on your CD/DVD to be mailed. Applications missing ANY required documents will not be reviewed for funding. Please check each box indicating that you understand what attachments are required for this application and that you have included these with your application documentation.

All maps should be sized to an 8.5 x 11" & .pdf format

Environmental Topo Map: Map showing location of trail project to be funded by the RTP for environmental review. Map must be USGS Topo map or map excerpt delineating how the project site falls on the land, this includes indication of all bridges or water crossings. An Environmental Topo Map & project site plan should depict all known locations of waterbodies (streams, ponds, lakes) & wetlands in relation to all proposed project development.

- ☒ falls on the land, this includes indication of all bridges or water crossings. An Environmental Topo Map & project site plan should depict all known locations of waterbodies (streams, ponds, lakes) & wetlands in relation to all proposed project development.

Overview Map: If your project is a segment or phase of a larger trail/greenway project or plan, include a map showing the entire planned trail project. For large plans, include counties adjacent to your project area with existing & planned segments clearly identified. We want to understand how the project you are applying for fits into the greater trail/greenway plan.

- ☒ area with existing & planned segments clearly identified. We want to understand how the project you are applying for fits into the greater trail/greenway plan.

Project Specific Map: This map focuses on the location of the project to be accomplished and any connections to existing and planned trail systems. All map components should be clearly labeled. It should include both existing & planned trails/greenways/sidewalks, parking areas, roads, accesses, facilities, & points of interest, clearly labeled as such. It should be noted when completion of planned trails/facilities on this map is anticipated (month/year).

- ☒ should include both existing & planned trails/greenways/sidewalks, parking areas, roads, accesses, facilities, & points of interest, clearly labeled as such. It should be noted when completion of planned trails/facilities on this map is anticipated (month/year).
- ☒ Project Timeline - Including anticipated start dates, completion dates and any major project milestones
- ☒ Documentation of private land stipulations from property owners granting easements, leases (min. 10 year public trail use), licenses, MOA/MOU or other permissions (required question #23)
- ☐ Letter(s) of commitment/intent for donations listed in budget
- ☒ Resolution of Governing Body or commitment letter supporting at least a 25% match and completion of project within 2 year time frame (required question # 31)
- ☒ List of dates, locations and type of public meetings where project was presented to public (electronically or physically) and overview copy of any public comment received (required question # 33)
- ☐ Documentation for land acquired or donated and its appraised value (required - Budget Section)

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration."

Typed Name (required):

Title:

Date:

Funding Year

E-mail submission of this application is required.

Please complete this **entire** application.

The application deadline is **Friday, May 27, 2016 @ 11:59pm**. Email submission of this ***final application document including attachments in .pdf format*** is required by this date & time.

Save the file by selecting "**Save As**" and **include** your *Agency's Name* in the file name. **Submit** your application by e-mail, to dprstate.trails@ncparks.gov, as a separate **.pdf** document attachment. Also, include the **REQUIRED** documents as separate **.pdf** attachments to your e-mail submission. **ALL** submitted documents must be in **.pdf** file types.

State Trails Program
dprstate.trails@ncparks.gov

Questions & Requests for Staff Assistance

The State Trails Program is ready and willing to assist in the further development of specific projects which can be realized as construction ready grant projects. These sustainable, "shovel- ready" projects leverage local funds to develop trails and trail-related recreational needs in an effort to provide low infrastructure economic development opportunities through natural resource tourism.

As stated above, we are ready, willing and available to assist with technical assistance at all stages of the project from concept to completion.

Please submit any requests for assistance to NC Trails Program. The request will be logged and the appropriate staff member will contact you.

We are looking forward to working with you on your project!

Recreational Trails Program

Project Specific Map

Project Trail Existing Pedestrian Plan SW



N

1 inch = 200 feet

0 100 200 400 Feet

Lawson Creek Park

Leander Morgan Park

Connect to Existing Sidewalks (River Walk & Pedestrian Plans)

Senior Towers

Project Trail

Lorenzo Park

Proposed City Market

Parks & Rec, Department

Connect to Planned Sidewalks from Adopted Pedestrian Plan

QUEEN ST

FIRST ST

LAWSON ST

BRYAN ST

NORWOOD ST

WALT, BELLAMY DR

RHEM ST

COUNTRY CLUB RD.

LAWSON CREEK PARK DR

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution to adopt the revised Schedule of Maximum Speed Limits as defined in Section 70-132 through 70-135 of the City of New Bern Code of Ordinances.

Date of Meeting

Ward # if applicable Ward 5

If multiple, list:

Department Public Works

Person Submitting Item:

Call for Public Hearing No

Date of Public Hearing

Explanation of Item:

Consider adopting a resolution to adopt the revised Schedule of Maximum Speed Limits as defined in Section 70-132 through 70-135 of the City of New Bern Code of Ordinances.

Actions Needed by Board:

Adopt resolution.

Is item time sensitive? No

Will there be advocates/opponents at the meeting? No

Backup Attached:

Memo from Public Works
Resolution
Map
Schedule of Maximum Speed Limits

Cost of Agenda Item:

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : Select...

Additional notes:



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road
New Bern, N.C. 28563-1129
Phone: (252) 639-7501
Fax: (252) 636-1848

September 5, 2018

Memo to: Mayor and Board of Aldermen
From: Matt Montanye, Director of Public Works
Re: **Consider adopting a Resolution adopting the attached revised Schedule of Maximum Speed Limits as defined in section 77-132 through 70-135 of the Code of Ordinances of the City of New Bern.**

Background Information:

On March 13, 2018, the Board of Aldermen adopted a resolution in support of a petition submitted to the City by members of the Pleasant Hill Community requesting that the speed limit along certain sections of NC Hwy 55 be reduced to 25 MPH and 35 MPH. In May, the Traffic Engineer for NCDOT District 2 notified the City that he could not support reducing the speed limit to 35 MPH as requested. Over the past several months the City has been in negotiations with DOT about reducing the speed limit along NC Hwy 55 and recently DOT has agreed to reduce the speed limit from 55 MPH to 45 MPH from a point being 0.60 miles east of SR1005 (Old NC Hwy 70) to the intersection of NC Hwy 43, where it currently already reduces to 45 MPH.

To complete this request the City of New Bern will need to adopt a Resolution adopting the attached revised Schedule of Maximum Speed Limits as defined in section 77-132 through 70-135 of the Code of Ordinances of the City of New Bern, thus changing the speed limit to 45 MPH from a point being 0.60 miles east of NCSR 1005 to the intersection of NC Hwy 43.

Recommendation:

The Public Works Department recommends and request that the Board adopt a resolution approving the revised Schedule of Stop Intersections as defined in Section 70-132 through 70-135 of the Code of Ordinances.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern desires to adopt the attached revised Schedule of Maximum Speed Limits as defined in Section 70-132 through 70-135 of the Code of Ordinances of the City of New Bern.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That the attached Schedule of Maximum Speed Limits with a revision date of September 25, 2018, as defined in Sections 70-132 through 70-135 of the Code of Ordinances of the City of New Bern, be and the same is hereby adopted.

ADOPTED THIS 25th DAY OF SEPTEMBER, 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

CITY OF NEW BERN

“MAXIMUM SPEED LIMITS”



AS DEFINED IN
SECTION 70-132 THROUGH 70-135 OF THE
NEW BERN CODE OF ORDINANCES

Adopted by the Board of Aldermen
of the City of New Bern

July 24, 2018

Revised: September 25, 2018

City of New Bern - Speed Limits
City Code Section 70-132

Maximum speed limits on specific streets - Twenty-five Miles per hour.

A Street
Adell Lane
Alabama Avenue
Albemarle Court
Albury Court
Allen Drive
Amhurst Boulevard
Apenzell Lane
Arbon Court
Arbon Lane
Arcane Circle
Arcaro Walk
Asheville Street
Attmore Drive
Auburn Court
Augusta Court
Austin Avenue
Avenue A
Avenue B
Avenue C
Avenue D
Aycock Avenue
B Street
Baden Court
Baden Road
Bandon Drive
Basil Drive
Batts Hill Road, from Turtle Bay Drive east to its terminus
Bay Hill Court
Bay Street
Bayberry Park Drive
Beacon Hill Road
Beaufort Street
Beaver Dam Trail
Beech Street
Belle Oaks Drive
Belles Way
Belmont Boulevard
Benfield Avenue
Bern Street
Berry Hill Road
Biddle Street
Biel Lane

City of New Bern - Speed Limits
City Code Section 70-132

Blades Avenue
Bloomfield Street
Blue Jay Court
Bluebell Trace
Boleyn Loop
Booms Alley
Bray Avenue
Brems Battery
Briarhill Court
Briarhill Road
Brices Crossing Boulevard
Brookshire Drive
Brugg Court
Brunswick Avenue, from Colony Drive in a northwesterly direction, to its dead end
Bryan Street
Buckskin Drive
Bullens Creek Drive
Bungalow Drive
Burlywood Lane
Buttercup Court
Buxton Way
C Street
Canal Street
Candlewood Lane
Canterwood Lane
Cardinal Place
Cardinal Road
Carmel Lane
Carmer Street
Carolina Avenue
Carolina Street
Carroll Street
Carver Street
Cashmere Lane
Castle Ridge Road
Catarina Lane
Cayenne Court
Cedar Street
Celadon Lane
Center Avenue
Cerise Circle
Change Street
Chapman Street
Charles Street
Charmer Street

City of New Bern - Speed Limits
City Code Section 70-132

Chattawka Lane
Cherry Lane
Chestnut Avenue
Christian Court
Christopher Avenue
Church Street
Cinnamon Run
Clark Avenue
Clark Street
Cleveland Street
Club House Drive
Cobb Street
Cobblestone Alley
Coley Lane
College Court
College Street
College Way
Colonial Place
Colonial Way
Colony Drive
Concord Street
Conner Grant Road
Contentnea Avenue
Coventry Court
Corena Drive
Coriander Drive
Corinth Drive
Counts Court
Court Street
Cove Harbor
Crabtree Circle
Craftsman Drive
Cranberry Lane
Craven Street
Crawford Street
Creeside Drive
Creeping Phlox Drive
Crepe Myrtle Court
Crescent Street
Crimson Walk
Currituck Court
Cypress Shores Drive
Cypress Street
Dail Street
Daniels Street

City of New Bern - Speed Limits
City Code Section 70-132

Dare Court
Darst Avenue
Dartmouth Lane
Davis Street
Deer Path Circle
Deerfoot Circle
Delaney Way
Delesa Court
Delft Drive
Denim Court
Derby Court
Derby Park Avenue
Devers Avenue
Devers Circle
Dickinson Court
Dillahunt Street
Dixon Nursery Drive
Dogwood Drive
Doral Court
Dovefield Court
Drew Avenue
Duchess Court
Duffy Street
Dukes Court
Dunn Street
Durham Street
E Street
Earls Court
East Front Street
East Hightree Lane
East Pleasant Hill Drive
East Rose Street
Eden Street
Edenton Street
Edgecombe Street
Edgerton Drive
Edgewood Street
Educational Drive
Edwards Way
EF Thompkins Lane
Eighth Street
Elizabeth Avenue
Ellington Street
Elm Drive
Elm Street

City of New Bern - Speed Limits
City Code Section 70-132

Elmwood Street
Elsmore Drive
Elveden Road
Emerson Street
Emmen Road
English Ivy Lane
Eubanks Street
Evans Mill Road
Evans Street
Evergreen Lane
F Street
Fairfax Lane
Fairways Seven Court
Fairways West Court
Fairways West Drive
Fairwoods Lane
Farrior Circle
Fayetteville Street
Felicity Lane
Fieldgreen Circle
Fifth Street
Firestone Court
First Avenue
Fishing Creek Drive
Fleet Street
Florida Avenue
Forbes Alley
Forest Park Drive
Forest Street
Fort Totten Drive
Fourth Street
Fowlers Lane
Franklin Avenue
Friburg Road
Friendly Avenue
Fulcher Lane
G Street
Gables Road
Garden Street
Gardner Alley
Garfield Street
Gaston Boulevard
Gaston Court
General Branch Drive
Geneva Court

City of New Bern - Speed Limits
City Code Section 70-132

Geneva Road
George Street
Georgia Avenue
Gladiola Drive
Glenbrook Lane
Glenburnie Drive
Glenwood Avenue
Goldsboro Street
Grace Avenue
Grace Street
Granville Court
Grave Street
Green Street
Greenbrier Court
Greensboro Street
Griffin Avenue
Guilford Court
Guion Street
H Street
Haley Ray Lane
Halifax Circle
Hancock Street
Harbor Drive
Harbor Island Road
Hardee Farms Drive
Harkers Way
Harrison Street
Hartford Avenue
Harvard Way
Hatties Lane
Hawks Pond Road
Haywood Farms Road
Haywood Place
Hazel Avenue
Health Drive
Heather Court
Heckathorne Drive
Helen Avenue
Henderson Avenue
Henna Place
Heritage Drive
Hidden Drive
Hidden Harbor Drive
High School Drive
High Street

City of New Bern - Speed Limits
City Code Section 70-132

Highland Avenue, from Madison Avenue to Trent Road

Highwood Lane

Hillmont Road

Holly Street

Homestead Drive

Honda Drive

Honeycutt Court

Horgen Court

Horseshoe Road

Howard Street

Hunters Road

I Street

Indigo Lane

Inge Court

Innisbrook Court

Innisbrook Lane

Inverness Court

Ivy Court

Jackson Street

Jade Court

Jamestown Court

Jarvis Street

Jefferson Avenue

Jenny Lisa Lane

Jimmies Creek Drive

John Willis Road

Johnson Street

Johnston Lane

Jones Street

Joshua Norman Drive

Judge Manly Drive

Julia Clay Street

Jura Court

K Street

Kaitlyn Lane

Karen Drive

Karen Street

Kennedy Avenue

Kensington Park Drive

Kilmarnock Street

Kimberly Road

King Street

Kings Way

Kingsmill Court

Kinnakeet Lane

City of New Bern - Speed Limits
City Code Section 70-132

Kinston Street
Knights Court
Kriens Court
LaGrange Street
Lake Point Road
Lakeshore Drive
Lancewood Court
Lancy Lane
Lapis Court
Lark Street
Lathams Battery
Laura Lane
Laurel Street
Laurel Valley Drive
Lavenham Road
Lawson Street
Leaf Court
Lees Avenue
Liberty Street
Lichen Lane
Liestal Lane
Lincoln Street
Linden Street
Lipmans Alley
Loblolly Lane
Longview Drive
Lookout Lane
Lori Drive
Louisiana Avenue
Lowell Street
Lucerne Way
Lugano Road
Lynn Street
Macon Court
Macy Court
Madison Avenue
Magnolia Drive
Main Street
Manning Road
Manteo Court
Margaret Court
Mason Circle
McArthur Avenue
McKinley Avenue
Meadowcourt Drive

City of New Bern - Speed Limits
City Code Section 70-132

Meadows Street
Meadowview Drive
Mechanic Street
Medical Park Avenue
Mellen Court
Mellen Road
Meridian Court
Merriwood Court
Metcalf Street
Middle Street
Midyette Avenue
Miller Street
Mitchell Circle
Mockingbird Lane
Monroe Drive
Monterey Circle
Montgomery Court
Montreux Lane
Moore Avenue
Morton Road
Moses Griffin Lane
Moss Bend
Mourning Dove Trail
Mulligan Court
Murdock Way
Murl Lane
Murray Street
Myrtle Avenue
Myrtle Grove Road
Nathan Tisdale Lane
National Court Drive
Neely Street
Nelson Street
Neuchatel Court
Neuchatel Road
Neuse Avenue
New Bern Avenue
New Street
Newsome Drive
Newton Drive
Ninth Street
Nordhoff Street
North Avenue
North Bern Street
North Cool Avenue

City of New Bern - Speed Limits
City Code Section 70-132

North Craven Street
North First Avenue
North Grace Avenue
North Hills Court
North Hills Drive
North Pasteur Street
North Second Avenue
North Street
Norwich Court
Norwich Road
Norwood Street
Nunn Street
Nydegg Court
Nydegg Road
Nyon Court
Nyon Road
Oak Drive
Oak Hill Lane
Oak Street
Oakdale Avenue
Oakland Avenue
Oakmont Circle
Oakwood Avenue
Olde Towne Place
Onslow Court
Onyx Lane
Opal Street
Oscar Drive
Oxford Lane
Park Avenue
Pasteur Street
Pavie Avenue
Peach Tree Lane
Pearson Street
Pecan Court
Pella Lane
Pembroke Avenue
Penn Street
Pennyroyal Court
Pennyroyal Road
Peppercorn Court
Peppercorn Road
Periwinkle Place
Phillips Avenue
Pine Needle Place

City of New Bern - Speed Limits
City Code Section 70-132

Pine Valley Drive
Pinecrest Avenue
Pinehurst Drive
Pinetree Drive
Plymouth Drive
Pollock Street
Poplar Street
Powell Street
Preakness Place
Princess Street
Princeton Lane
Professional Drive
Queen Anne Lane
Rail Court
Rainmaker Drive
Red Oak Drive
Red Robin Lane
Reinach Lane
Reizenstein Street
Rennys Creek Drive
Reunion Pointe Lane
Rhem Avenue
Rhem Street
Richmond Court
River Drive
River Lane
Riverside Drive
Riviera Court
Roanoke Avenue
Robbie Lane
Rosemary Road
Roundtree Street
Ruth Avenue
Sage Close
Saint Gallen Court
Salvo Drive
Sandy Point Road
Sarabs Circle
Sardis Lane
Scamozzi Drive
Seabiscuit Lane
Seafoam Court
Second Avenue
Second Street
Sellhorn Boulevard

City of New Bern - Speed Limits
City Code Section 70-132

Seventh Street
Shadow Brook Lane
Sherwood Avenue
Shinnecock Court
Shinnecock Drive
Shoreview Drive
Sienna Place
Sienna Trail
Sir James Lane
Sixth Street
Skinner Court
Smith Street
South Carolina Avenue
South Front Street
Southern Hills Drive
Sparta Way
Spencer Avenue
Split Oak Way
Spring Green Pass
Spruce Court
St Andrews Circle
St John Street
St Paul Street
Stallings Parkway
Stewart Boulevard
Stimpson Street
Stonewall Circle
Stoney Hill trail
Sunrise Way
Sunset Road
Sursee Court
Sutton Street
Suttons Alley
Sweetbriar Court
Sycamore Street
Tanglewood Court
Tarragon Court
Tatum Drive
Taylor Street
Tesie Trail
Teufen Road
Thatcher Court
Third Avenue
Third Street
Thomas Avenue

City of New Bern - Speed Limits
City Code Section 70-132

Thorpe-Abbotts Lane
Thyme Court
Ticino Court
Ticino Road
Tina Court
Tobiano Drive
Token Court
Tomlinson Boulevard
Towne Woods Drive
Trappers Trail
Traveller Lane
Trent Avenue
Trent Creek Road
Trent Street
Trent Village Court
Trolley Court
Tryon Road
Tucker Street
Turtle Bay Drive
Tuscan Lane
Tyler Rhyne Trail
Underwriter Lane
Union Court
Uster Court
Valais Court
Vaud Court
Vineyard Drive
Viridian Trace
Wake Street
Walden Court
Walden Road
Walt Bellamy Drive
Walter Drive
Walton Drive
Washington Court
Washington Street
Waterleaf Pointe
Waters Street
Watson Avenue
Weathersby Drive
Wesley Drive
West High Street
West Hightree Lane
West Pleasant Hill Drive
West Street

**City of New Bern - Speed Limits
City Code Section 70-132**

Westover Lane
Westwood Court
White Ash Lane
White Street
Williams Street
Willowtree Street
Wilmington Street
Wilson Street
Windy Trail
Winged Foot Court
Woodland Avenue
Woodvine Court
Woolard Trail
Yadkin Court
Yarmouth Road
York Court
York Street
Zurich Place

Maximum speed limits on specific streets - Forty-five miles per hour.

Greenleaf Cemetery Road
NC 43 (Washington Post Road) from NC 55 (Neuse Boulevard) to SR 1483 (Briarwood Lane)
NC 55 (Neuse Boulevard) from 0.60 miles East of NCSR 1005 to Colony Drive
Old Airport Road
SR 1309 (South Glenburnie Road) from SR 1278 (Trent Road) to NC 55 (Neuse Boulevard)
SR 1395 (formerly US 70 Business) from US 70 to NC 55 (Neuse Boulevard)
West Thurman Road, from Old Airport Road to extent of city limits
Wilcox Road

Maximum speed limits on specific streets - Fifty miles per hour.

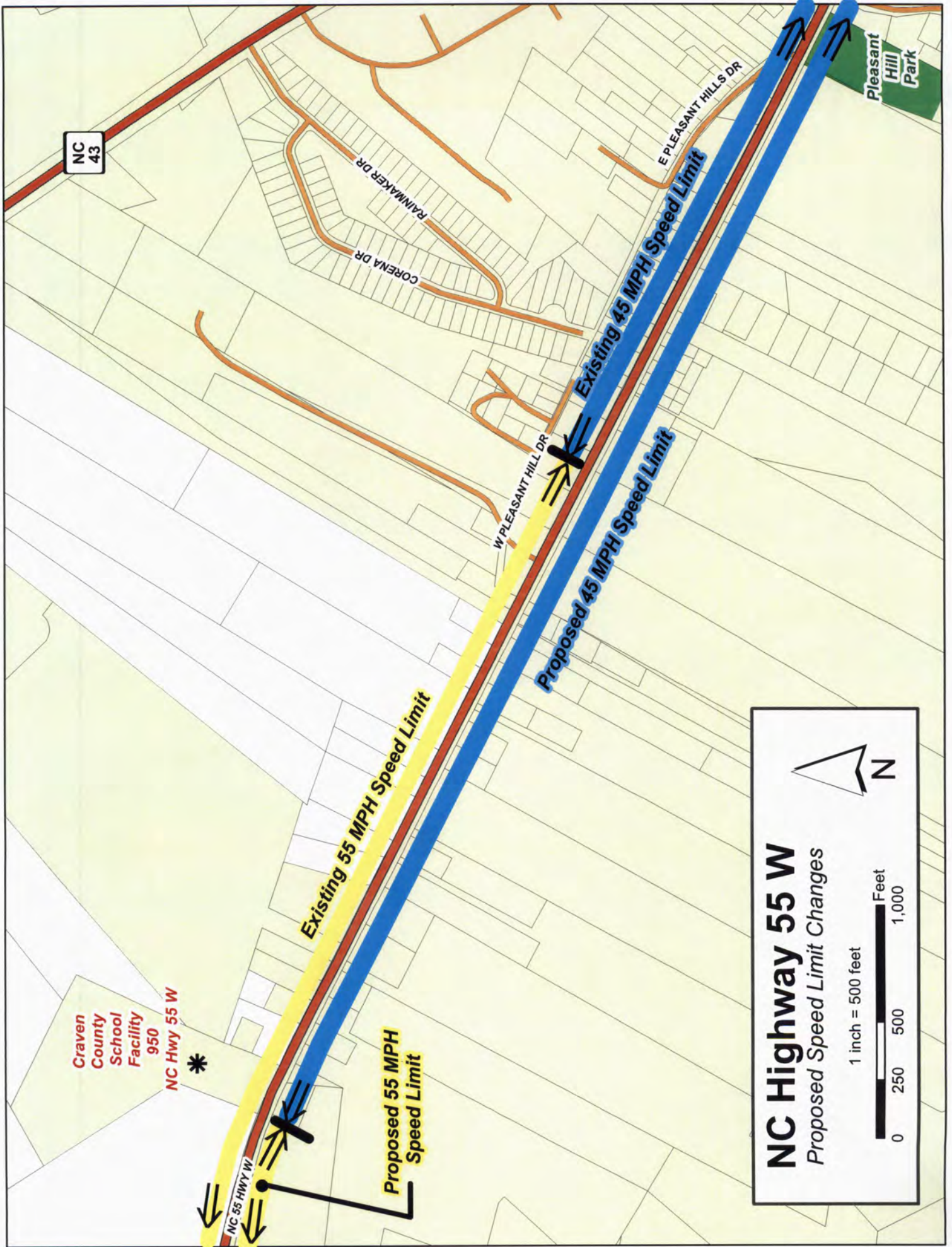
US 17 from SR 1214 to US 70

Maximum speed limits on specific streets - Fifty-five miles per hour.

NC 43 from 0.98 miles north of US 70 to NC 55

Revisions:

9/25/18 NCHWY 55 (Neuse Blvd)



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Install a Street Light Along Duffy Street

Date of Meeting 09/25/18

Ward # if applicable Ward 5

Department Electric

Person Submitting Item: Charles Bauschard

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

Request to install a street light along Duffy Street between Georgia Avenue and Alabama Avenue.

Actions Needed by Board:

Approve installation request

Is item time sensitive? ☐ Yes ☒ No

Will there be advocates/opponents at the meeting? ☐ Yes ☒ No

Backup Attached:

We have attached the request, recommendations, maps and cost estimate.

Cost of Agenda Item: Electric \$1,464.08, DPW \$8.44 per month

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : ☐ Yes ☒ No

Additional notes:

Aldermen

Sabrina Bengel
Jameesha S. Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham



300 Pollock Street, P.O. Box 1129
New Bern, NC 28563-1129
(252) 636-4000

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

TO: Mark Stephen, City Manager
FROM: Charles Bauschard, Director of Public Utilities *CB*
DATE: August 29, 2018
SUBJECT: Request for Additional Street Lighting from Resident

Background Information:

In August of 2010, the Board of Aldermen adopted a procedure for addressing requests for additional street lighting from residents. This procedure requires Electric Utilities to evaluate the area of the request. The existing lighting must also comply with or be brought up to the American National Standard Practice for Roadway Lighting.

The Department of Public Utilities has received a request from a resident for additional street lighting infrastructure in the area of Duffy Street. This area was evaluated, and it was determined that it does not meet the City's light standard. The recommendation and cost estimate is included.

Recommendation:

Upon completion of the staff's evaluation, I recommend the Board of Aldermen approve the resolution for the addition of a streetlight along Duffy Street between Georgia Avenue and Alabama Avenue.

RESOLUTION

THAT WHEREAS, the City of New Bern has adopted the American National Standard Practice for Roadway Lighting as the design standard for new street lighting installations within the City of New Bern; and

WHEREAS, the standard outlines the level of lighting necessary for the safe interaction of pedestrians and vehicles along municipal roadways; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Mayor and the City Clerk be and they are hereby authorized and directed to accept the installation and costs to the Department of Public Utilities and Public Works for additional street lighting infrastructure along Duffy Street between Georgia Avenue and Alabama Avenue.

ADOPTED THIS 25TH DAY OF SEPTEMBER 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Street Lighting Request Form

REQ# 90

Customer

Name: Donald Summerell

Customer Address:

311 Avenue B Apartment #:

Phone Number of Requestor: 252-772-2679

Area of Request:

Section of Duffy Street between Georgia Ave and Alabama Ave.

(street address, intersection general

description, etc)

Pole # (if known): _____

Sent to Police Department Date: _____

Police Recommendations:

All items below this must be filled out by an Electric Department

Electric Department Engineer:

Dustin Cayton

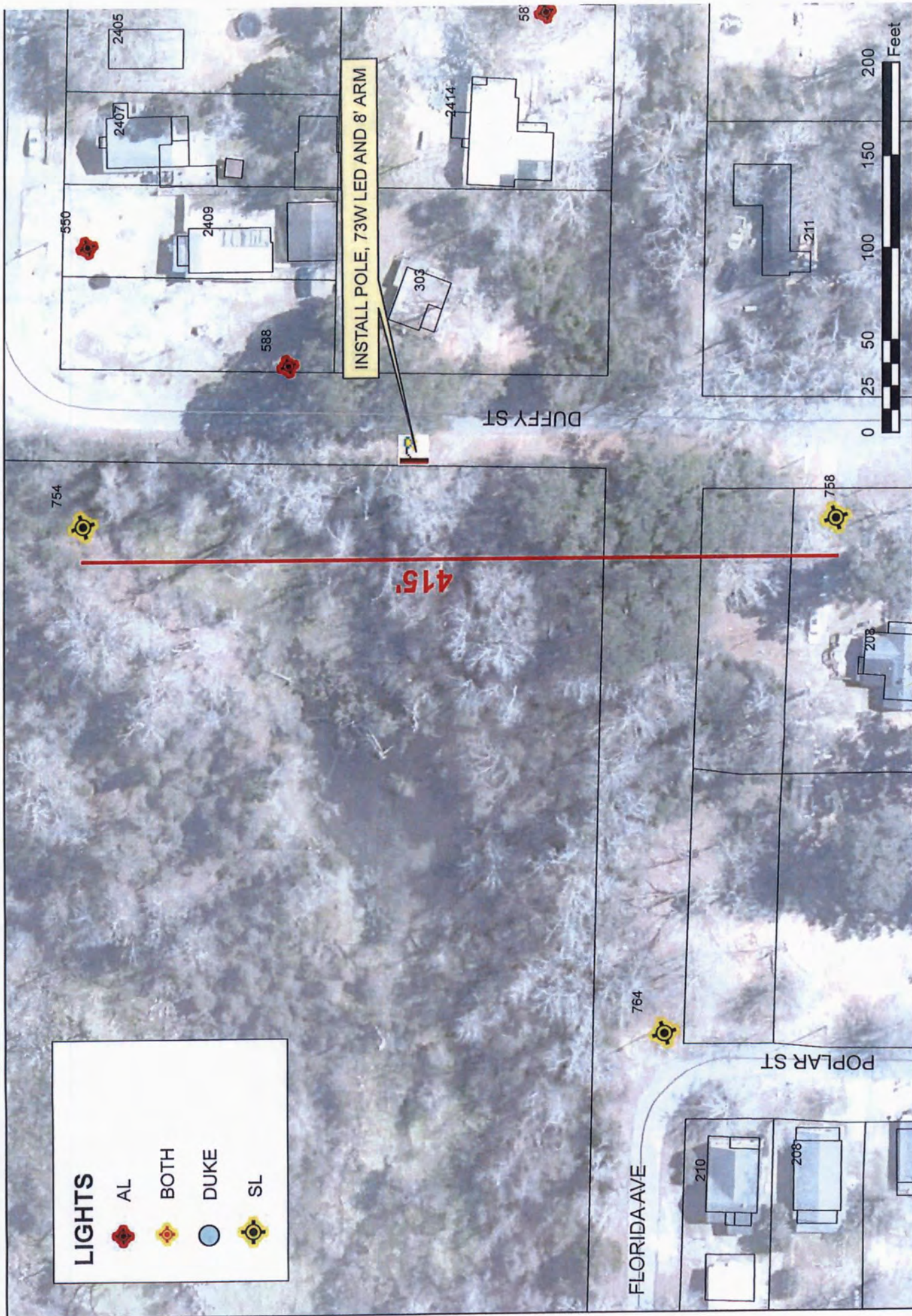
Evaluation Results/Recommendation:

This area does not meet the City of New Bern standard for street lighting. I recommned installing a 35/5 pole with a 73w led area light with an 8' arm.

Estimate Cost to Electric Department: \$1464.08

Public Works: \$8.44/month

Estimate Cost to



DONE BY: DUSTIN CAYTON
DATE: 8/3/18
SO #

REQ 90 DUFFY STREET

NEW BERN ELECTRIC

DATE:

W.O.#

CUSTOMER:

LOCATION: DUFFY ST

LABOR	QUANTITY	REG. HOURS	OT HOURS	RATE	TOTALS
Crew Leader	1	3	0	\$ 46.10	\$ 138.30
1st Class	1	3	0	\$ 43.08	\$ 129.24
2nd Class	1	3	0	\$ 30.38	\$ 91.14
3rd Class	1	3	0	\$ 26.30	\$ 78.90
Groundworker	1	3	0	\$ 19.31	\$ 57.93
				TOTAL	\$ 495.51

EQUIPMENT	QUANTITY	HOURS	RATE	TOTALS
Bucket Truck 50' or Less	1	3	\$ 34.25	\$ 102.75
Line Truck	1	3	\$ 43.00	\$ 129.00
Pickup Truck	1	3	\$ 20.00	\$ 60.00
			TOTAL	\$ 291.75

	TOTALS	
MATERIALS	\$ 485.85	
CONSULTING	\$ 0.00	
	\$ 0.00	
	TOTAL	\$ 485.85

SUB TOTAL \$ 1,273.11

TOTAL JOB \$ 1,273.11
est total \$ 1,464.08

MATERIAL	QUANTITY	PRICE	TOTALS
35/5 Wood Pole	1	\$179.76	\$179.76
#6 TPX	100	\$0.40	\$40.00
8' Arm	1	\$53.14	\$53.14
Photocell	1	\$4.08	\$4.08
73w LED Street	1	\$177.09	177.09

Sub Total	\$454.07
Tax	\$31.78
Material Total	\$485.85

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting an ordinance to amend the Entitlement Cities Community Development Block Grant Fund

Date of Meeting 09²⁵/~~17~~/2018

Ward # if applicable N/A

Department Finance

Person Submitting Item: JR Sabatelli, CPA Director of Finance

Call for Public Hearing ☐ Yes ☒ No

Date of Public Hearing

Explanation of Item:

This budget ordinance acknowledges receipt of the grant funding totaling \$223,934 and establishes the necessary budgets.

Actions Needed by Board:

Adopt ordinance amendment.

Is item time sensitive? ☐ Yes ☒ No

Will there be advocates/opponents at the meeting? ☐ Yes ☒ No

Backup Attached:

Memo; ordinance amendment


Cost of Agenda Item:

If this item requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director : ☐ Yes ☐ No

Additional notes:



TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Joseph R. Sabatelli, CPA - Director of Finance 

DATE: August 30, 2018

RE: Amend the Entitlement Cities Community Development Block Grant Fund

Background

On September 13, 2013 the Board adopted a resolution authorizing the staff to pursue Community Development Block Grant (CDBG) Entitlement City status with the U.S. Department of Housing and Urban Development (HUD). Entitlement City status would allow us to receive funds through an annual allocation rather than having to compete with other small cities and counties for state CDBG funds. The City of New Bern received the Entitlement City status in 2014 and receives ongoing annual funding for the program.

This budget ordinance acknowledges receipt of the most recent grant funding distribution, for \$223,934, and establishes the necessary budgets. The grant proceeds will continue to provide funding for improvements to infrastructure, housing rehabilitation, public improvements, affordable housing and planning & administration.

Requested Action

It is requested that the Board adopt the ordinance to amend the grant fund at its meeting to be held on September 11, 2018.

**AN ORDINANCE TO AMEND THE GRANT ORDINANCE
Entitlement Cities Community Development Block Grant (CDBG) Fund**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That Section 3 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize subsequent year grant award revenues.

Increase: Grant Revenues \$223,934

Section 2. That Section 3 of the Entitlement Cities CDBG Grant Fund Ordinance adopted on August 12, 2014 is hereby amended to recognize additional appropriations for the grant programs.

Increase: Development Services - SRF \$223,934

Section 3. This amendment shall become effective upon adoption.

ADOPTED, THIS THE 25TH DAY OF SEPTEMBER 2018.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Aldermen

Sabrina Bengel
Jameesha S. Harris
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Jeffrey T. Odham



300 Pollock Street, P.O. Box 1129
New Bern, NC 28563-1129
(252) 636-4000

Dana E. Outlaw
Mayor

Mark A. Stephens
City Manager

From: Kristen W. Culler, Assistant City Manager *KW Culler* 8/15/18
To: New Bern Board of Aldermen

Subj: Resignation from Allies for Cherry Point's Tomorrow Board of Directors

I hereby resign as the New Bern Board of Aldermen's appointee on the subject board as of August 31, 2018.