

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
FEBRUARY 11, 2020 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Best. Pledge of Allegiance.
2. Roll Call.
3. Request and Petition of Citizens.

Consent Agenda

4. Approve Minutes.

5. Presentation Opposing Medical Cannabis.
6. Presentation on Police Department's CALEA Reaccreditation.
7. Conduct a Public Hearing on Initial Zoning of 618 W. Thurman Road;
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance for the Initial Zoning of 618 W. Thurman Road.
8. Conduct a Public Hearing on the Rezoning of 524 Roundtree Street;
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and
b) Consider Adopting an Ordinance Rezoning 524 Roundtree Street.
9. Conduct a Public Hearing and Consider Adopting a Resolution Approving the Redevelopment Commission's Plan.
10. Consider Adopting a Resolution Supporting the Legalization of Medical Cannabis.
11. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffit & Nichol to Develop a Resiliency and Hazard Mitigation Plan.
12. Consider Adopting a Resolution Approving a Preliminary Engineering Contract with the NC Department of Transportation for Project R-4463A for NC 43 Improvements.
13. Consider Adopting a Resolution Approving a Utility Construction Agreement with the NC Department of Transportation for Project R-4463A for NC 43 Improvements.

14. Consider Adopting a Resolution Approving Amendment #2 to the Engineering Contract for the Township No. 7 Sewer Force Main Improvements – Phase III.
15. Consider Adopting a Resolution Approving Amendment #1 to the Engineering Contract for the West New Bern Water Project.
16. Appointment(s).
17. Attorney's Report.
18. City Manager's Report.
19. New Business.
20. Closed Session.
21. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-7501 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

Aldermen

Sabrina Bengel
Jameesha 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
Brenda E. Blanco
City Clerk

Memo to: Mayor and Board of Aldermen

From: Mark A. Stephens, City Manager

A handwritten signature in black ink, appearing to read "Mark A. Stephens", with the date "2/4/20" written below it.

Date: February 6, 2020

Re: February 11, 2020 Agenda Explanations

- 1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Kinsey. Pledge of Allegiance.**
- 2. Roll Call.**
- 3. Request and Petition of Citizens.**

This section of the Agenda is titled Requests and Petitions of Citizens. This is an opportunity for public comment, and we thank you for coming to the Board of Aldermen meeting tonight to share your views. We value all citizen input.

Speaker comments are limited to a maximum of 4 minutes during the public comment period. At the conclusion of 4 minutes, each speaker shall leave the podium. Comments will be directed to the full board, not to an individual board member or staff member. Although the board is interested in hearing your comments, speakers should not expect any comments, action or deliberation from the board on any issue raised during the public comment period.

In the board's discretion, it may refer issues to the appropriate city officials or staff for further investigation. If an organized group is present to speak on a common issue, please designate one person to present the group's comment, which shall be limited to a maximum of 4 minutes.

Consent Agenda

4. Approve Minutes.

Draft minutes from the January 28, 2020 meeting are provided for review and approval.

5. Presentation Opposing Medical Cannabis.

Ray Griffin will make a presentation on the concerns associated with legalizing medical cannabis.

6. Presentation on Police Department's CALEA Reaccreditation.

The New Bern Police Department was first accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA") in 2004. The Department currently is reassessed every three years. The most recent assessment took place last year, and the department has been deemed eligible for reaccreditation. Jeffrey Smythe, a representative from CALEA, will be in attendance to present the Police Department with a reaccreditation certificate.

- 7. Conduct a Public Hearing on Initial Zoning of 618 W. Thurman Road;**
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency;
and
b) Consider Adopting an Ordinance for the Initial Zoning of 618 W. Thurman Road.

(Ward 3) Property located at 618 W. Thurman Road was recently annexed into the City. The owners, Charles and Dana Riddick, have requested an initial zoning designation of R-20 Residential District for the approximately 6-acre parcel. The parcel is further identified as Craven County Parcel ID 7-109-15001. The request was considered and unanimously approved by the Planning and Zoning Board at their January 7, 2020 meeting. After conducting a public hearing, the Board is asked to consider adopting a statement of zoning consistency or inconsistency prior to considering approval of the request. A memo from Jeff Ruggieri, Director of Development Services, is attached.

- 8. Conduct a Public Hearing on the Rezoning of 524 Roundtree Street;**
a) Consider Adopting a Statement of Zoning Consistency or Inconsistency;
and
b) Consider Adopting an Ordinance Rezoning 524 Roundtree Street.

(Ward 1) Tried by Fire Inc. has requested to rezone 524 Roundtree Street from R-6 Residential District to C-5 Office and Institutional District. The parcel is 0.14+/- acres and is further identified as Craven County Parcel ID Parcel ID 8-008-047. The request was considered and unanimously approved at the Planning and Zoning

Board's January 7, 2020 meeting. After conducting a public hearing, the Board is asked to consider adopting a statement of zoning consistency or inconsistency prior to considering approval of the zoning request. A memo from Mr. Ruggieri is attached.

9. Conduct a Public Hearing and Consider Adopting a Resolution Approving the Redevelopment Commission's Plan.

(Wards 1, 2 and 5) The City of New Bern Redevelopment Commission drafted a proposed Redevelopment Plan to facilitate rebuilding and rehabilitation in the boundaries of the Redevelopment Commission, which encompasses a total of 1,899 parcels located within 474 acres of land. The Plan is designed to reverse the overall decline of neighborhood character and create a functional transportation network that supports economic growth and public welfare. The proposed plan was initially considered at the Planning and Zoning Board's December 3, 2019 and was continued to their January 7, 2020 meeting. At the January meeting, the plan was approved by a vote of 7-3. After conducting a public hearing, the Board is asked to consider approving the plan. A memo from Mr. Ruggieri is attached.

10. Consider Adopting a Resolution Supporting the Legalization of Medical Cannabis.

Maxwell Oglesby and some other citizens have expressed a desire for medical marijuana to be legalized in the State of North Carolina. Their wishes have been voiced to the Governing Board under the Request and Petition of Citizens forum since October 8, 2019. In response, Alderwomen Harris and Best have asked for a resolution indicating New Bern's support of the legalization and encouraging the State to adopt legislation legalizing medical cannabis. A brief memo from Brenda Blanco, City Clerk, is attached.

11. Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with Moffit & Nichol to Develop a Resiliency and Hazard Mitigation Plan.

The City issued a Request for Qualifications ("RFQ") on December 11, 2019 for services to develop a Resiliency and Hazard Mitigation Plan. Nine qualified responses were received, with each response reviewed and ranked by a four-member review committee that looked at seven requirements. After ranking the responses, Moffit & Nichol received the highest score, and it is recommended the City Manager negotiate and enter into a contract with that firm. A memo from Mr. Ruggieri is attached which includes the results of the scoring. Also provided is a copy of the RFQ and Moffit & Nichol's response.

- 12. Consider Adopting a Resolution Approving a Preliminary Engineering Contract with the NC Department of Transportation for Project R-4463A for NC 43 Improvements.**

The NC Department of Transportation ("NCDOT") is making improvements to the Highway 43 corridor, which is situated between Highway 70 and Highway 17. Several existing water and sewer lines will need to be relocated to accommodate the highway construction. NCDOT will include the engineering work in their project, after which the City will reimburse NCDOT a portion of the actual costs as required by NC General Statutes. The estimated cost of engineering services is \$7,718.37. A memo from Jordan Hughes, City Engineer, is attached.

- 13. Consider Adopting a Resolution Approving a Utility Construction Agreement with the NC Department of Transportation for Project R-4463A for NC 43 Improvements.**

Similar to the item above, NCDOT is making improvements to the Highway 43 corridor that requires existing water and sewer lines to be relocated. NCDOT will include the construction work in their project, after which the City will reimburse them a portion of the actual costs as required by NC General Statutes. The estimated cost of construction services is \$293,749.27. A memo from Mr. Hughes is attached.

- 14. Consider Adopting a Resolution Approving Amendment #2 to the Engineering Contract for the Township No. 7 Sewer Force Main Improvements – Phase III.**

Phase III of the Township No. 7 Sewer Improvements will address the capacity needs of the City's sewer systems located south of the Trent River. Preliminary engineering work began in 2016. Since that time, several challenges have presented with respect to adequate pipe alignment through some of the more congested areas of James City. It is apparent that additional adjustments in alignment of the force main route will be necessary to coordinate with the Highway 70 improvements. Rivers and Associates has proposed a price of \$27,000 to provide additional engineering services for the realignment. A memo from Mr. Hughes is attached.

- 15. Consider Adopting a Resolution Approving Amendment #1 to the Engineering Contract for the West New Bern Water Project.**

The West New Bern Water Project addresses capacity needs for the water systems on the western side of the City. Engineering work began in 2016, but the project was put on hold in 2018 to prevent conflict with the Highway 43 corridor. Future development plans now require that the proposed tank site and pipe alignment be adjusted from the original plan. These changes will increase the scope of the original project, and Rivers and Associates has proposed a price of \$38,500 for this additional work. A memo from Mr. Hughes is attached.

- 16. Appointment(s).**
- 17. Attorney's Report.**
- 18. City Manager's Report.**
- 19. New Business.**
- 20. Closed Session.**
- 21. Adjourn.**

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation Opposing Medical Cannabis

Date of Meeting: 02/11/2020	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Ray Griffin will make a presentation on the reasons to oppose legalizing medical cannabis
Actions Needed by Board:	Informational only
Backup Attached:	None

Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item: \$0
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Presentation of CALEA Reaccreditation

Date of Meeting: 02-11-20	Ward # if applicable:
Department: Police	Person Submitting Item: Toussaint E. Summers, Jr.
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	CALEA Representative Chief Jeffrey Smythe to Present PD's Reaccreditation Certification
Actions Needed by Board:	N/A
Backup Attached:	N/A

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item: \$0.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Additional Notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Initial Zoning of 618 West Thurman Road. Consider Adopting a Statement of Zoning Consistency; and Consider Adopting an Ordinance to Assign the Zoning Classification R-20 Rural Residential for 618 West Thurman Road; Parcel ID: 7-109-15001.

Date of Meeting: 2/11/2020	Ward # if applicable: Ward 3
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 2/11/2020

Explanation of Item:	Property owners Charles P., and Dana M. Riddick have requested initial zoning for their property which has been annexed in the City of New Bern. Desired zoning is R-20 residential district for a parcel totaling 6.18 +/- acres. The parcel is located at 618 West Thurman Rd. and is further identified as Craven County Parcel ID Parcel ID #7-109-15001.
Actions Needed by Board:	Conduct a Public Hearing on the Initial Zoning of 618 West Thurman Road. Consider Adopting a Statement of Zoning Consistency; and Consider Adopting an Ordinance to Assign the Zoning Classification R-20 Rural Residential for 618 West Thurman Road, Parcel ID: 7-109-15001.
Backup Attached:	Memo, Ordinance, Consistency Statement, Map

Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item: N/A
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Additional Notes:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: January 31, 2020

SUBJECT: Conduct a Public Hearing on the Initial Zoning of 618 West Thurman Road. Consider Adopting a Statement of Zoning Consistency; and Consider Adopting an Ordinance to Assign the Zoning Classification R-20 Rural Residential for 618 West Thurman Road; Parcel ID: 7-109-15001.

Property owners Charles P., and Dana M. Riddick have requested consideration of an initial zoning designation for one parcel, that recently underwent annexation to the City of New Bern. The property owners are requesting an initial zoning designation of R-20 residential district for a parcel totaling 6.18 +/- acres. The parcel is located at 618 West Thurman Rd. and is further identified as Craven County Parcel ID #7-109-15001.

All public notice requirements have been fulfilled. The request was considered at the Planning and Zoning Board's January 7, 2020 meeting for their review and was unanimously approved. Staff recommends that the Board Consider Adopting an Ordinance to Assign the Zoning Classification R-20 Rural Residential.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

AN ORDINANCE TO ASSIGN THE ZONING CLASSIFICATION R-20 RURAL RESIDENTIAL TO PROPERTY WHICH HAS BEEN ANNEXED TO THE CITY OF NEW BERN, CONSISTING OF 6.18 ACRES, MORE OR LESS, WHICH SAID PARCEL IS LOCATED AT 618 WEST THURMAN ROAD

THAT WHEREAS, Charles and Dana Riddick own approximately 6.18 acres, more or less, located at 618 West Thurman Road, which has been annexed to the City of New Bern, and an application has been made requesting that the zoning classification of R-20 Rural Residential be assigned to the said property, which is more particularly identified on the map entitled “Initial Zoning Case: 618 W. Thurman Road. – Approx. 6.1 Acres: PID – 7-109-15001” prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Planning and Zoning Board of the City of New Bern unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed zoning classification on February 11, 2020, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to assign said zoning classification, as the requested R-20 Rural Residential classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning classification of R-20 Rural Residential be assigned to the property located at 618 West Thurman Road consisting of 6.18 acres, more or less, and being more particularly identified on the map entitled “Initial Zoning Case: 618 W. Thurman Road. – Approx. 6.1 Acres: PID – 7-109-15001” prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the Board deems it in the public interest to assign said zoning classification, as the requested R-20 Rural Residential classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Craven County Parcel ID's #7-109-15001

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID #7-109-15001 as R-20 Residential District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The R-20 Residential District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed R-20 Residential District is deemed to be compatible with adjacent zoning classifications.
3. The proposed R-20 Residential District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on February 11, 2020.

Brenda E. Blanco, City Clerk

Craven County Parcel ID#7-109-15001

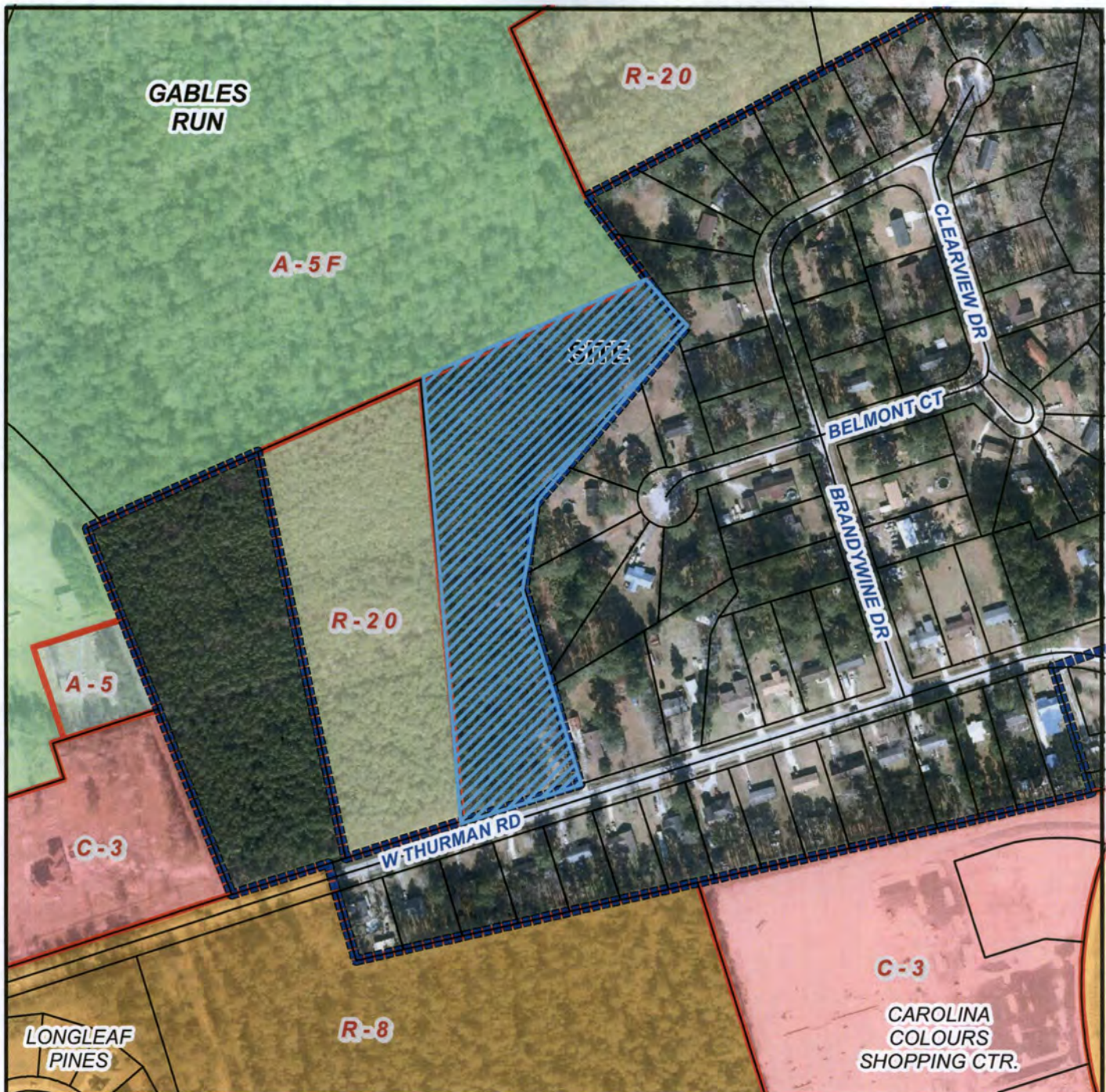
STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID #7-109-15001 as R-20 Residential District is not reasonable and is not in the public interest, and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in that the proposed R-20 Residential District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

1. The proposed R-20 Residential District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on February 11, 2020.

Brenda E. Blanco, City Clerk



INITIAL ZONING CASE: 618 W THURMAN RD - Approx. 6.1 Acres: PID: 7-109-15001

LOCATION: North side of W Thurman Rd. Between Gables Rd & Brandywine Dr.



Existing Zone: None
Proposed Zone: R-20

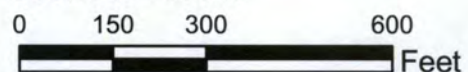


Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services

Scale: 1 = 300 ft



AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing on the Rezoning of 524 Roundtree Street. a) Consider Adopting a Statement of Zoning Consistency or Inconsistency; and b) Consider Adopting an Ordinance to Amend the Zoning Map for the Rezoning of 524 Roundtree Street from the Zoning Classification of R-6 to C-5.

Date of Meeting: 2/11/2020	Ward # if applicable: Ward 1
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 2/11/2020

Explanation of Item:	Tried by Fire Inc. has requested consideration of an application to rezone one parcel, totaling 0.14+/- acres, from R-6 Residential district to C-5 Office and Institutional District. The parcel is located at 524 Roundtree St. and is further identified as Craven County Parcel ID Parcel ID #8-008-047.
Actions Needed by Board:	Conduct a Public Hearing on the Rezoning of 524 Roundtree from R-6 to C-5. Consider Adopting a Statement of Consistency or Inconsistency; and Consider Adopting an Ordinance Rezoning 524 Roundtree from R-6 Residential to C-5 Office Institutional District.
Backup Attached:	Memo, Ordinance, Statement of Zoning Consistency or Inconsistency, Planning and Zoning Board Application, Memo, Rezoning Analysis, Map

Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item: N/A
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Additional Notes:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: January 31, 2020

SUBJECT: Conduct a Public Hearing on the Rezoning of 524 Roundtree Street. Consider Adopting Zoning Statement; and Consider Adopting an Ordinance Rezoning 524 Roundtree from R-6 to C-5.

Tried by Fire Inc. has requested consideration of an application to rezone one parcel, totaling 0.14+/- acres, from R-6 Residential district to C-5 Office and institutional district. The parcel is located at 524 Rountree St. and is further identified as Craven County Parcel ID Parcel ID #8-008-047.

All public notice requirements have been fulfilled. The request was considered at the Planning and Zoning Board's January 7, 2020 meeting for their review and was unanimously approved.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY TRIED BY FIRE, INC. CONSISTING OF APPROXIMATELY 0.14 ACRE LOCATED AT 524 ROUNTREE STREET FROM THE ZONING CLASSIFICATION OF R-6 RESIDENTIAL DISTRICT TO C-5 OFFICE AND INSTITUTIONAL DISTRICT

THAT WHEREAS, Tried by Fire, Inc. owns approximately 0.14 acres, more or less, located at 524 Rountree Street in the City of New Bern, and an application has been made to change the zoning classification of the subject property from R-6 Residential District to C-5 Office and Institutional District consistent with the attached plat entitled "REZONING CASE: 524 Rountree Street – Approx. 0.142 Acres: PID: 8-008-047" prepared by the Development Services Department of the City of New Bern; and

WHEREAS, the Planning and Zoning Board unanimously recommended that said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on February 11, 2020, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested C-5 Office and Institutional District classification is consistent with the City Land Use Plans and nearby land uses.

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

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the subject property owned by Tried by Fire, Inc. consisting of 0.14 acres, more or less, located at 524 Rountree Street in the City of New Bern, from R-6 Residential District to C-5 Office and Institutional District as more specifically shown on the plat entitled "REZONING CASE: 524 Rountree Street – Approx. 0.142 Acres: PID: 8-008-047" prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the Board deems it in the public interest to rezone the subject property consistent with the attached plat as the requested C-5 Office and Institutional District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Craven County Parcel ID's #8-008-047

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #8-008-047 to C-5 Office and Institutional District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

1. The C-5 Office and Institutional District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
2. The proposed C-5 Office and Institutional District is deemed to be compatible with adjacent zoning classifications.
3. The proposed C-5 Office and Institutional District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on February 11, 2020.

Brenda E. Blanco, City Clerk

Craven County Parcel ID#8-008-047

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID #8-008-047 to C-5 Office and Institutional District is not reasonable and is not in the public interest, and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in that the proposed C-5 Office and Institutional District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

1. The proposed C-5 Office and Institutional District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on February 11, 2020.

Brenda E. Blanco, City Clerk



**City of New Bern
524 Rountree St. (Parcel ID#8-008-047)
Rezoning Request Analysis**

Date: December 17th, 2019

Applicant: Tried by Fire Inc.

Requested Change:

Existing: R-6 Residential district.

Proposed: C-5 Office and institutional district.

Location:

The property is located at 524 Rountree St. and is further identified as Craven County Parcel ID#8-008-047.

Size:

The property covers an area of approximately 0.14 +/- acres.

Reason for Change:

The purpose of the proposed re-zoning request is to permit the establishment of a home for women post incarceration as they receive holistic services that will prevent and decrease the high recidivism rate during the process of reentering the community.

History/Background:

The parcel is developed.

Present Land Use:

Residential structure present on the parcel.

Surrounding Land Uses and Zoning:

North: R-6 residential district

South: R-6 residential district

East: Mixed R-6 residential district C-4 neighborhood business district

West: R-6 residential district

City Provided Utilities and Services:

All city provided utilities and services are available to the general area.

Comprehensive Plan:

2010 CAMA Regional Land Use Plan

The area is classified as “Developed”, a mix of land uses are included in this designation.

Residential densities range from a maximum of one to five dwelling units per acre.

Higher densities are permitted within multi-family residential and planned unit developments and within some zoning overlay districts within commercial areas of New Bern. The intensity permitted varies depending on the zoning district and overlay standards specified in the Land Use Ordinance. Generally the area is characterized by urban and higher intensity uses that require urban municipal or public services.

Incompatible uses within this land classification are industrial and agricultural land uses.

1993 Thoroughfare Plan/Traffic:

Rountree street is not mentioned in the 1993 Thoroughfare Plan, however it intersects Broad Street a heavily travelled major thoroughfare.

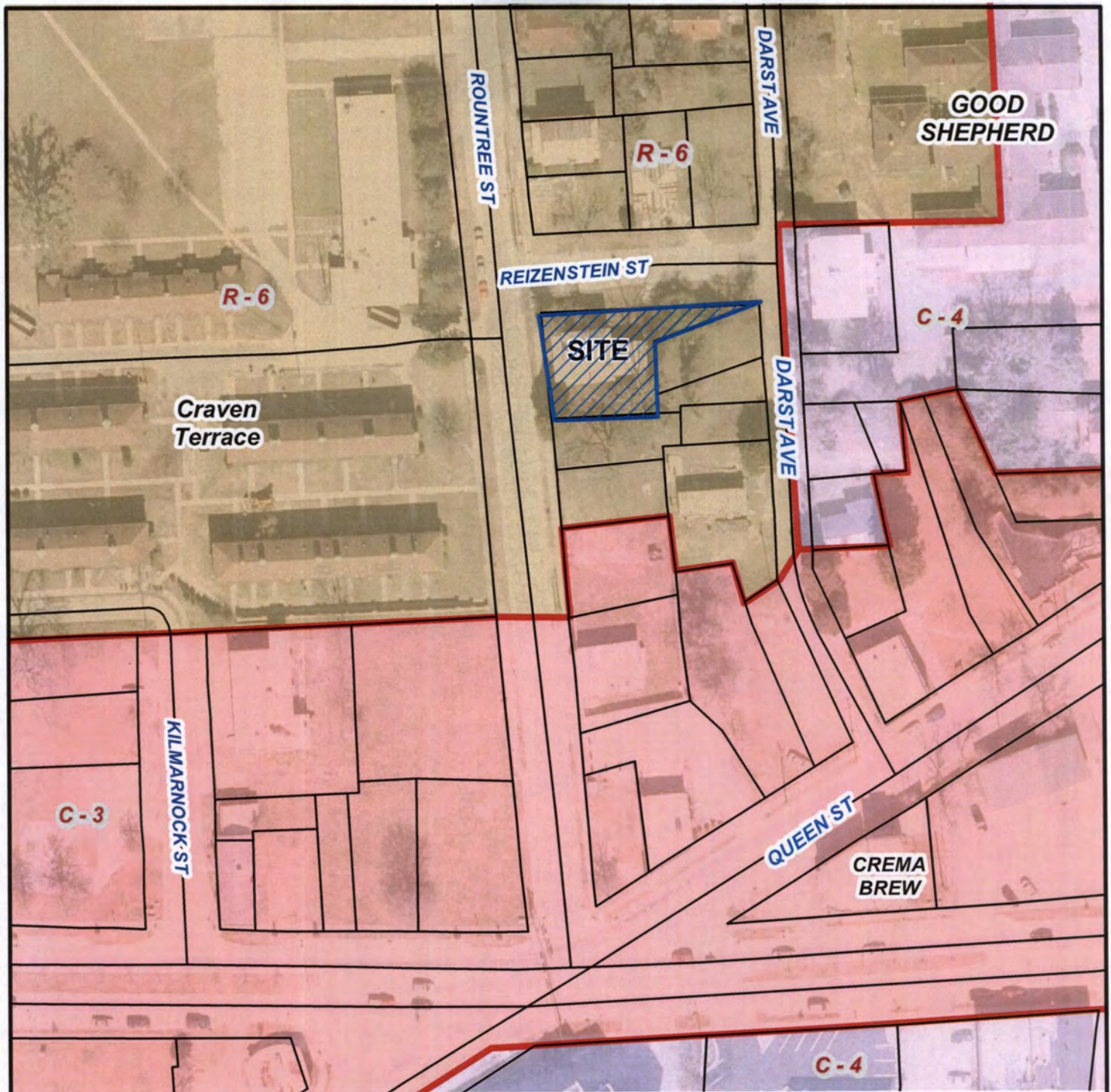
Environment:

According to the Regional Land Use Plan, the subject property has high suitability for development. There are no known environmental hazards.

Staff Comments:

Staff has found the proposed rezoning to be in the public interest and is consistent with the CAMA Land use Plan and Transportation Plan. Staff supports the requested rezoning.

Jeffrey Ruggieri
Director of Development Services



REZONING ZONING CASE: 524 ROUNTREE ST - Approx. 0.142 Acres: PID: 8-008-047

LOCATION: Southeast corner of Reizenstein & Rountree Sts. Across from Craven Terrace Apts.



Existing Zone: R-6
Proposed Zone: C-5

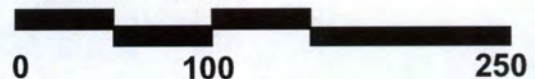


Zoning Boundaries

Imagery Early 2016

N CITY of NEW BERN
Development
Services

Scale: 1 = 100 ft



**APPLICATION TO AMEND
LAND USE ORDINANCE**

Fee: \$375.00



NEW BERN
NORTH CAROLINA
Everything comes together here

**Land & Community
Development Administrator**

(252) 639-7582

Fax: (252) 636-2146

pandz@newbernnc.gov

1. **NAME:** Tried By Fire Inc.
ADDRESS: P. O. Box 12691
CELL: (252) 514-9774 **HOME/WORK:** (252) 288-4954
EMAIL: triedbyfire1@yahoo.com **FAX:** N/A

2. **ZONING CHANGE REQUESTED**

- A. Amendment to zoning classification, from R-6 to C-5
B. Amendment to Land Use Ordinance text

Give section of City's Land Use Ordinance to be amended and attach explanation to application.

3. **LOCATION OF PROPERTY** 524 Roundtree St.

Note: If there is no street address, list other means such as landmarks, community or neighborhood names, subdivision name, lot number highway number.

4. If rezoning request, provide Metes and Bounds description of property: _____

Use separate sheet if necessary and attaché to application. In lieu of the above, a surveyor's map (plat) containing the Metes, Bounds and Distance of property is acceptable.

5. If request involves property owned by persons other than the applicant, list names and addresses (use separate sheet if necessary and attach to application).

<u>NAME</u>	<u>ADDRESS</u>

6. If property owners listed in Item 5 have given consent to this request, attach copy(s) of their approval to this application.
7. Give concise statement of reasons why the proposed amendment would be in the public interest if change is granted.

To provide a safe haven for women post incarceration as they receive holistic services that will prevent and decrease the high recidivism rate during the process of reentering their community.

Statistics state that within five years of release, about three-quarters (76.6%) of released prisoners are re-arrested.

Bonita B. Simmons

Signature of Applicant

12/16/2019

Date

Applications to be considered must be submitted 21 days before the Planning & Zoning Board meeting, which is held on the first Tuesday of each month.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting a Resolution to Adopt the Redevelopment Commission's Plan.

Date of Meeting: 2/11/2020	Ward # if applicable: Wards: 1, 2 & 5
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 2/11/2020

Explanation of Item:	The New Bern Redevelopment Commission has drafted a Redevelopment Plan to facilitate rebuilding and rehabilitation in Redevelopment Commission boundary which encompasses a total of 1,899 parcels located within 474 acres of land.
Actions Needed by Board:	Conduct a Public Hearing and Consider Adopting a Resolution to Adopt the Redevelopment Commission's Plan.
Backup Attached:	Memo, Resolution, Draft of Redevelopment Plan, PowerPoint Presentation

Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: January 31, 2020

SUBJECT: Conduct a Public Hearing and Consider Adopting a Resolution to Adopt the Redevelopment Commission's Plan.

The City of New Bern Redevelopment Commission has drafted the proposed Redevelopment Plan to facilitate rebuilding and rehabilitation in the Redevelopment Commission boundary which encompasses a total of 1,899 parcels located within 474 acres of land. The Redevelopment Plan is designed to reverse the overall decline of neighborhood character and create a functional transportation network that supports economic growth and public welfare.

All public notice requirements have been fulfilled. The request was considered at the Planning and Zoning Board's December 3, 2019 with a continuation to their January 7, 2020 meeting with an approval vote of 7-3.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION

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

That the Redevelopment Plan prepared by the Redevelopment Commission of New Bern, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City.

ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

REDEVELOPMENT COMMISSION OF NEW BERN



REDEVELOPMENT PLAN

New Bern Redevelopment Commission



Redevelopment Plan

Commission Members

Tharesa Lee, Chair
Jaimee Bullock-Mosely, Vice Chair
Maria Cho
Kip Peregoy
Beth Walker
Leander "Robbie" Morgan Jr.
Steve Strickland
John Young
Tabari Wallace

Ex-Officio Members

Aldermen Sabrina Bengel
Alderwoman Jameesha Harris
Aldermen Barbara Best

City of New Bern

Development Services Staff

Jeffrey Ruggieri, AICP, Director of Development Services
Amanda Ohlensehlen, Community & Economic Development Manager
D'Aja Fulmore, Community Development Coordinator
Nadia Abdul-Hadi, Planner
Alice Wilson, GIS Manager

ADOPTED BY THE BOARD OF ALDERMEN THIS 11th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, Mayor

BRENDA E. BLANCO, City Clerk

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I. Introduction

The Greater Five Points Area has been subjected to adversity for over a century. The City of New Bern adopted its most recent redevelopment plan in February 2016, this plan is more commonly known as 'The Greater Five Points Transformation Plan'. Prior to this, in 2014, the 'The New Bern Gateway Renaissance Plan' was finalized. While the 2014 plan was commended for its idealism, the further 2016 plan was established as a more appropriate plan in terms of execution. In 2018 the Redevelopment Commission was established to create and deliver a plan that combines the idealism of 'The New Bern Gateway Renaissance Plan' with the execution of 'The Greater Five Points Transformation Plan'. Additionally, the Redevelopment Commission aims to work with the community and City of New Bern officials to identify any subsequent goals and objectives that will address the issues faced by community in The Greater Five Points Area.

History of the area

The Greater Five Points Redevelopment Area is a historically African-American community located directly west of historic downtown New Bern and encompasses the neighborhoods of Greater Duffyfield, Dryborough, Walt Bellamy, Trent Court, and Craven Terrace. The area is home to over 3,300 residents, 89% of which are African-American.

Due to the prevalence of cotton and tobacco production in Craven County, the population of New Bern was primarily African-American prior to the Civil War. In the book "Crafting Lives: African American Artisans in New Bern, North Carolina, 1770-1900", Caroline Bishir notes a unique period history in the years following the American Revolution where New Bern became somewhat of a haven for talented African-American artisans to cultivate their skills; something uncommon for the antebellum South. Even during the Civil War New Bern became an urban refuge for hundreds of enslaved persons, and African-Americans made up the majority of the City's residents. As a result, Africans-Americans played a vital role in the political and economic landscape until the Disenfranchisement Law in 1900. With the onset of Jim Crow laws and political disenfranchisement, the African-American community in New Bern maintained their own thriving commercial and cultural district – Five Points. Five Points was a "separate but equal" community with many thriving black-owned businesses and churches.

A major disaster that forever changed the community came in 1922, when a fire started in a chimney in an area known today as Craven Terrace. This event is more commonly known as the Great Fire. This fire swept across the City of New Bern, and by the time it was finally extinguished, 25% of the City had been burned down. Over 1000 homes were destroyed in the fire, leaving 3000 citizens homeless (a quarter of the city's population at that point in time), ninety percent of these citizens were African-American. Losses were estimated at two and a half million dollars. This fire permanently changed the local landscape of the Five Points area, as in many cases the city disallowed reconstruction of burned homes. Due to the lack of housing and jobs in the area many of the African-American families that had previously resided in the

area, were forced to move. Consequently, New Bern shifted from a predominantly African-American population, to a predominantly white population between 1920 and 1940. However, a remnant of African American citizens who remained relocated to Dryborough, constructing attractive one- and two-story houses. Adding to the desirability of the area was Kafer Park, created from burned-over land on George Street during the New Deal of the 1930s. Good Shepherd Hospital was founded in the early 1930s in response to the lack of health care services afforded to African Americans injured in the Great Fire.

With the events of World War II and the subsequent construction of military bases in eastern North Carolina, there was another economic boom for African-Americans living in New Bern and Craven County. With the creation of more jobs and the subsequent increases in wealth that came with those jobs, there was a resurgence of African-American owned businesses, and once again the vibrancy of the Five Points area had returned; further fueled by the return of African-American veterans. Prominent African Americans such as those in the New Bern Civic League, rallied to establish public institutions. In 1948, local high school students and World War II veterans began construction on Cedar Street Recreation Center, the first recreational center and basketball arena for African Americans in the city, since they were prohibited from enjoying the George Street Community Center for whites constructed nearly a decade prior. J. T. Barber High School was founded in 1955 to address overcrowding and a lack of public investment in the education of African American children in New Bern. In 1956, the J.T. Barber Warriors won the first athletic championship for a city of New Bern school, black or white, during the period of segregation.

Greater Five Points was fraught with social and economic challenges in the late 1950s and 1960s. Unfortunately, the economic successes of the 1940s was not long-term, largely a result of the early 1950s project of widening Broad Street which negatively impacted commercial business in Five Points and Downtown New Bern. The continued inequities between African-Americans and whites in New Bern, were exacerbated by ever constricting Jim Crow laws. Twenty-nine students, most of whom attended J.T. Barber High School, organized to challenge segregation and were arrested for instituting a sit in at lunch counters located downtown New Bern in March 1960. Good Shepherd Hospital, the only hospital for African Americans until 1968, was without a full-time doctor. The Ku Klux Klan firebombed the cars and business of individuals working to integrate restaurants on Broad Street in January 1965. Although segregation in public education was outlawed nationally in 1955, schools in New Bern were not fully integrated until 1970. Per pupil spending for black schools lagged desperately behind spending at white schools. These barriers prompted many African-Americans to move to other cities in search of a better standard of living, to include better jobs, schools and race relations.

In the present day, Greater Five Points shows the symptoms of decades of public and private disinvestment. This area continues to struggle. With limited opportunities for its residents, the area now suffers from elevated crime levels, dilapidated housing, minimal public transit, higher incidents of chronic health conditions, and poor educational attainment. While property values

are rising in the City of New Bern as a whole, in The Greater Five Points area home values are less than two-thirds of the city average. With this in mind the Redevelopment Commission aims to build off the previous 'Greater Five Points Transformation Plan' (2016) and 'The New Bern Gateway Renaissance Plan' (2014) in order to establish and implement a plan that empowers both current and future residents of The Greater Five Points area, through the creation of an attractive, safe, and vibrant environment in which the community can live, work, play and create.

The following redevelopment plan will rebuild and rehabilitate the community in its own unique way that celebrates and honors its rich African-American heritage, and ultimately provides residents and the community with an area that cultivates creativity and entrepreneurship, fosters diversity, and promotes growth and wellness.

II.Existing Conditions

The Redevelopment Commission boundary encompasses a total of 1899 parcels over a total 474 acres of land. This boundary can be seen on the map below:



A breakdown of the total parcels/acreage (by use) can be seen in Table A:

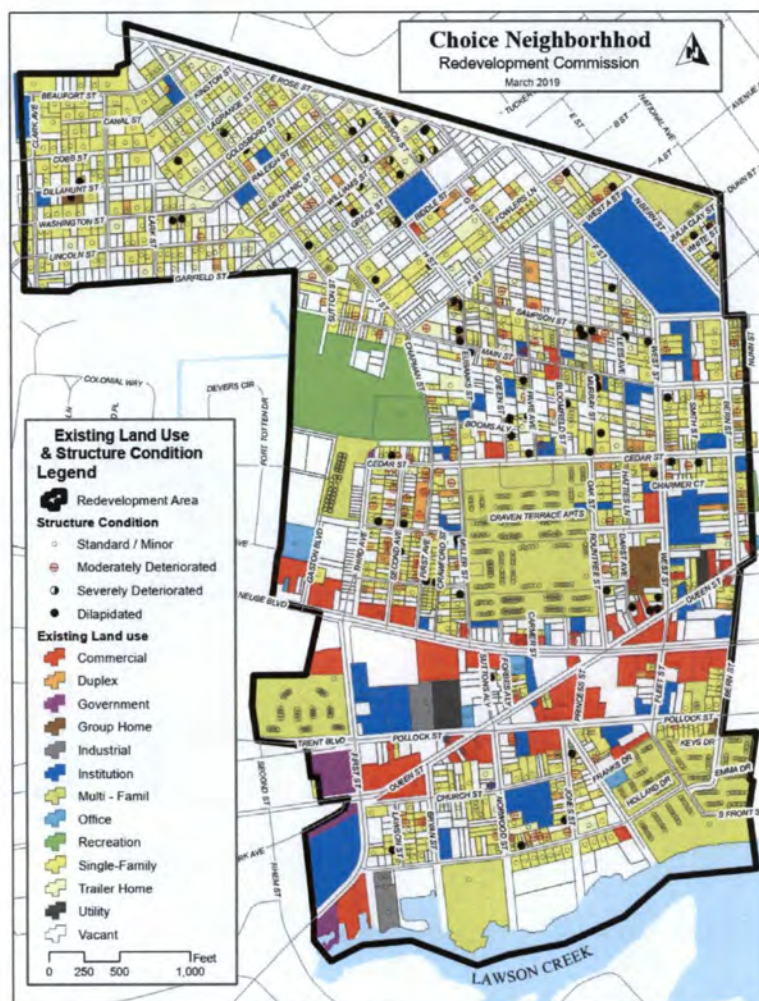
Existing Land Use	Parcels	Acres	% of Total Parcels
Commercial	66	21.1	3.5%
Duplex	47	6.0	2.5%
Industrial	6	4.6	0.3%
Institutional	58	41.9	3.1%
Multi-Family	24	58.5	1.2%
Office	13	6.6	0.7%
Recreation	4	16.7	0.2%
Single-Family	670	80.6	35.3%
Trailer Residential	118	18.8	6.2%
Vacant	893	124.7	47.0%
Total	1899	379.5	100.0%

(Table A – Total Acreage excludes roadways)

Existing Land Use in the Redevelopment Area

Of the 1,899 parcels in the Redevelopment Area, a mere 1,006 are developed, the remainder are vacant lots. This is an astonishing **47% vacancy rate** for a once fully developed area; a 5% increase since the Greater Five Points Transformation Plan Initiative in 2016, where vacant lots made up 42% of the total number of parcels. The considerable amount of vacancy within the Redevelopment Area is a result of both the flood-prone nature of the neighborhood, and the long-term disinvestment. The vacant land in the Redevelopment Area is both a challenge and an opportunity. In some areas outside of the floodplain, vacant land offers potential sites for infill development like new housing. In flood prone areas, vacant land offers opportunities for natural stormwater management, improved open space or recreation, local food production, and/or housing that meets FEMA standards for flood plains. A visual of this data can be seen in the map below:

Map: Existing Land-Use/Structure Condition in the Redevelopment Area

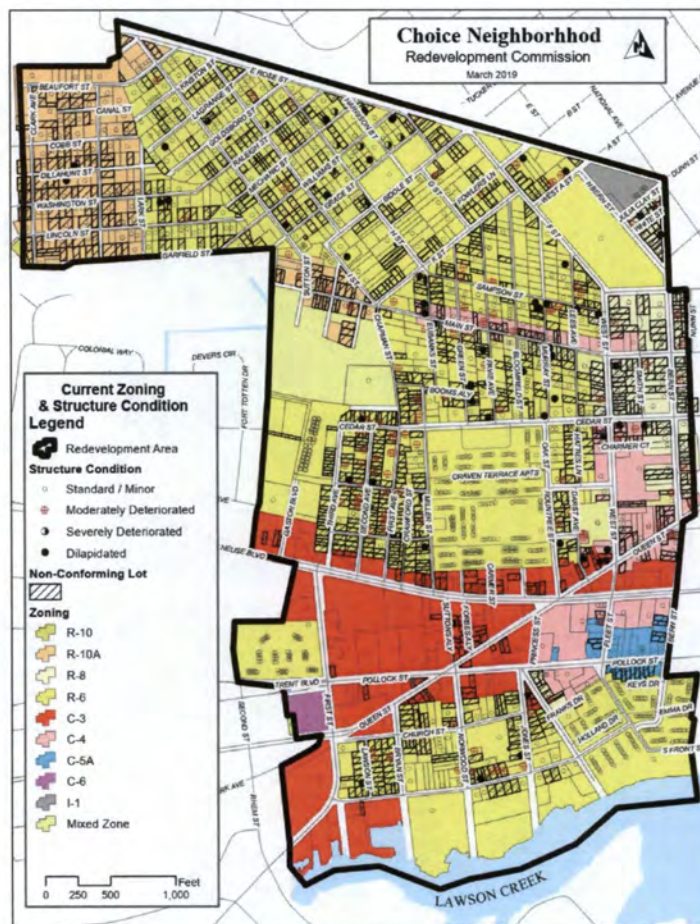


Zoning

The table below identifies the different zoning classifications within the Redevelopment Area boundary:

Existing Zoning	Parcels	Acres	% of Total Parcels
C-3	164	50.1	8.6%
C-4	125	21.3	6.6%
C-5A	32	4.4	1.7%
C-6	1	1.9	0.1%
I-1	2	2.3	0.1%
R-10	2	0.3	0.1%
R-10A	209	42.4	11.0%
R-6	1210	237.2	63.7%
R-8	154	19.6	8.1%
Total	1899	379.5	100.00%

A visual of this information can be seen on this map:



Demographics

The Redevelopment Area represents about 11 percent of the city's total population. It is predominantly African American in a city that is only one-third African American overall. Just over one-third of households in the redevelopment area are female-headed, twice the proportion found in the city as a whole. A further breakdown of the demographics in the Redevelopment area can be seen in the table below:

	Trent Court/Craven Terrace	Greater Five Points	City of New Bern
Total Population	1,181	3,343	29,524
Race			
White	4%	7%	58%
African American	95%	89%	33%
Other	1%	4%	9%
Hispanic/Latino	0%	2%	6%
Age			
Under age 17	38%	28%	23%
Above age 55	17%	23%	31%
Total Households	522	1,501	12,770
Average Household Size	2.26	2.30	2.25
Household Type			
Male & Female Householder	8%	13%	41%
Female Householder	75%	34%	16%
Median Household Income	\$8,652	\$29,026	\$37,180
Poverty Rate	83%	36%*	24%
Educational Attainment (25+)			
High School Diploma or Higher	80%	80%	84%
Bachelor's Degree or Higher	2%	19%	24%

* Census tract level

Sources: U.S. Census Bureau 2010, American Community Survey 2008-2012 (block group level), New Bern Housing Authority

Trent Court and Craven Terrace comprise one-third of the households and population in the area. This public housing population is in general much younger than the neighborhood and city population, with more children under 17 years of age and fewer persons over 55 years of age. The public housing population is also more economically disadvantaged. The median income for public housing households is only \$8,652, less than one-quarter of the City of New Bern's median household income of \$37,180. The Redevelopment Area has a 50 percent higher poverty level than the city (36 percent compared to 24 percent), but both stand in stark contrast to the public housing poverty rate of 83 percent.

This data reflects the fact that socio-economic conditions of the Redevelopment Area residents today are different in many ways from the city, with more residents suffering from poverty and lack of opportunity. Within the neighborhood itself, the public housing residents face even more challenging socio-economic conditions.

Existing Housing Conditions

The map below shows the conditions of the structures located within the Redevelopment Area boundary. Within the area, building conditions are variable, ranging from those with a standard/minor level of deterioration to entirely dilapidated structures.



There are **96 active minimum building cases** in the area. Contrast that to around 70 for the City at large.

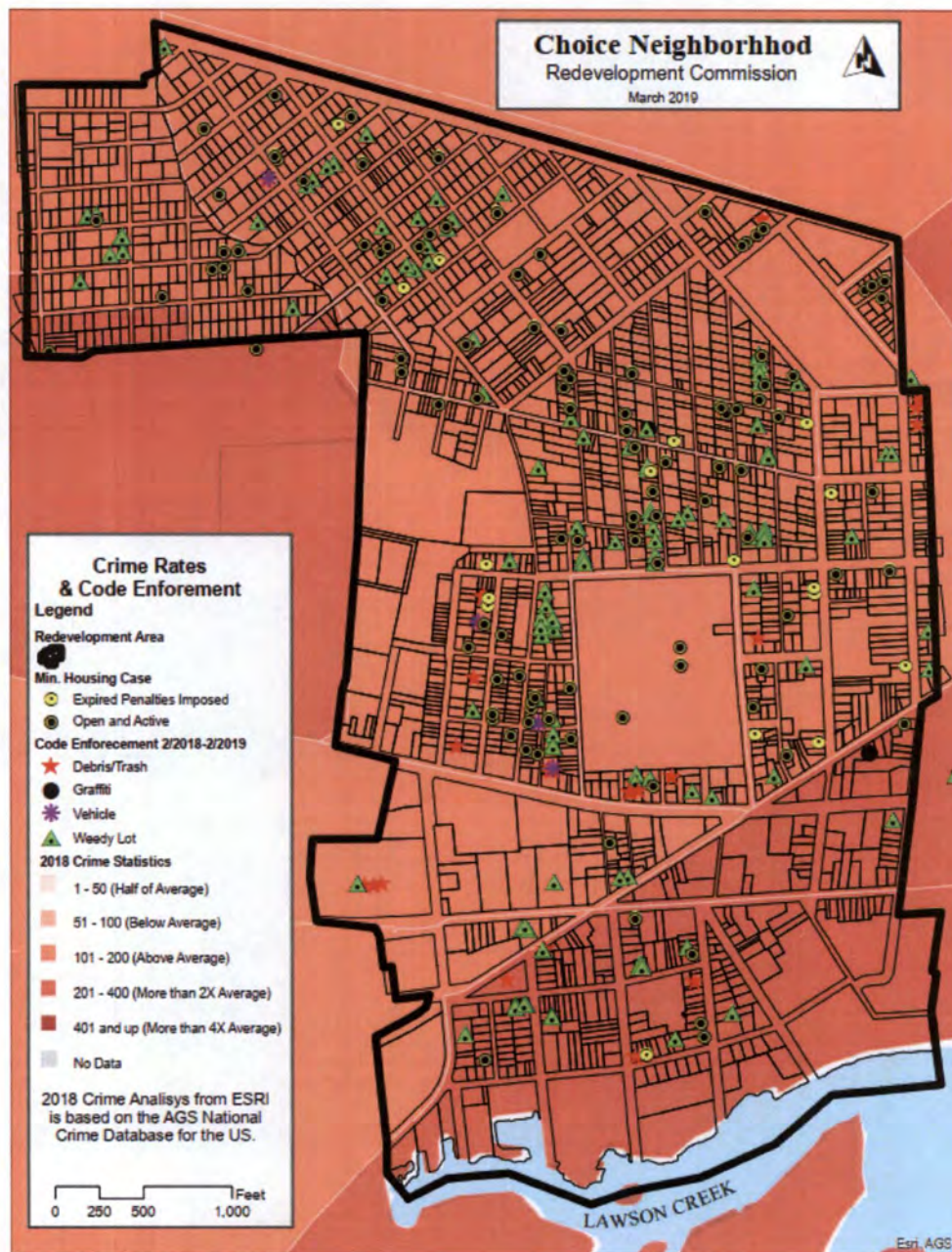
Demolitions

It should be noted that substantial progress has been made in the Redevelopment area to rid the neighborhood of dilapidated housing. This effort though successful has created a plague of vacant lots throughout the community. By removing one problem, the city has created another. Neighborhoods and streets once populated with homes are now a vast landscape of vacant lots, overgrowth, trash and debris. Demolitions that have taken place within the Redevelopment Area between 2013-2018 are shown below. The map displays locations of demolitions as well as the structure type (commercial, residential etc.)



Crime & Code Enforcement

Historically, within the Redevelopment Boundary, Violent Crimes per 1000 residents, has been approximately three times that of the average of the City as a whole. The 'Crime Rates & Code Enforcement' map displayed below presents the 2018 crime statistics for the area, as well as the lots that have had either an active code enforcement or minimum housing case between 02/2018-02/2019.



Between February 2018 and February 2019 there were a total of 166 code enforcement cases, a breakdown of these cases by, type is displayed below:

Nuisance Type	Number of Cases
Trash	19
Overgrowth	120
Debris	12
Vehicles	4
Trees	7
Graffiti	3
Road/Sidewalk	1
Total	166

Summary of Data

- The Redevelopment Area consists of 1,899 parcels, 1,006 of which are developed. This is an astonishing **47% vacancy rate** for a once fully developed area.
- Building conditions are variable. There are **96 active minimum building cases** in the area. Contrast that to around 70 for the City at large.
- Over a 1 year period we received **166 nuisance abatement complaints**. This compares to 286 for the rest of the city. (35%)
- **20.49% of all police incident reports generated** in last 5 years have occurred within proposed boundary
- All of this takes place in an area that constitutes only **2.1% of the total land area and 10.1% of the population of the City.**

Redevelopment Commission Statutory Authority and Area Determination

A redevelopment area, according to the NC General Statutes, is comprised of any defined area within a city's corporate limits that meets the statutory definition of either a "blighted area," a "non-residential redevelopment area," or a "rehabilitation, conservation, and reconditioning area." Once a zone is determined to be a redevelopment area, the Redevelopment Commission may proceed in exercising their power of eminent domain within that zone. The authority of the Redevelopment Commission with respect to eminent domain is outlined under NCGS 160A-512. The following provides a summary of these responsibilities.

Eminent Domain is the power of government to take private property for public use upon the payment of just compensation.

Condemnation is the procedure used to take the property without the owner's consent.

NCGS 160A-512 lists the powers of redevelopment commissions. One of the powers is:

Within its area of operation to purchase, obtain options on, acquire by gift, grant, bequest, devise, eminent domain or otherwise, any real or personal property or any interest thereon, necessary or incidental to a redevelopment project.

Additionally, NCGS 40A-3 provides that a redevelopment commission is a public condemner that has the power of eminent domain and the ability to acquire property by purchase, gift, or condemnation.

The procedure for exercising the power of eminent domain is provided by Article 3 of Chapter 40A of the North Carolina General Statutes.

The amount of just compensation to be paid to the owner is determined in accordance with the provisions of Article 4 of Chapter 40A of the North Carolina General Statutes. The measure is the fair market value. This amount is determined either by a judge, jury, or commissioners appointed by the Clerk or Court pursuant to a request by either the condemner or the property owner.

The power of eminent domain will only be used to acquire blighted and other properties which fail to comply with North Carolina Building and Life Safety Codes. Eminent domain shall be used only after all reasonable efforts of negotiation to acquire the property by voluntary agreement have failed.

The requirements for each of the potential redevelopment zones listed are as follows:

“Blighted Area” shall mean an area in which there is a predominance of buildings or improvements (or which is predominantly residential in character), and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, unsanitary or unsafe conditions, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs the sound growth of the community, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare; provided, no area shall be considered a blighted area nor, subject to the power of eminent domain, within the meaning of this Article, unless it is determined by the planning commission that at least two thirds of the number of buildings in the area are of the character described in this subdivision and substantially contribute to the conditions making such a blighted area; provided that if the power of eminent domain shall be exercised under the provisions of this Article, the property owner or owners or persons having an interest in property shall be entitled to be represented by counsel of their own selection and their reasonable counsel fees fixed by the court, taxed as a part of the costs and paid by the petitioners.

“Nonresidential redevelopment area” shall mean an area in which there is a predominance of buildings or improvements, whose use is predominantly nonresidential, and which, by reason of:

- a. Dilapidation, deterioration, age or obsolescence of buildings and other structures,
- b. Inadequate provisions for ventilation, light, air, sanitation, or open spaces,
- c. Defective or inadequate street layout,
- d. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness,
- e. Tax or special assessment delinquency exceeding the fair value of the property,
- f. Unsanitary or unsafe conditions,
- g. The existence of conditions which endanger life or property by fire and other causes, or
- h. Any combination of such factors that:
 - 1. Substantially impairs the sound growth of the community,
 - 2. Has seriously adverse effects on surrounding development, and
 - 3. Is detrimental to the public health, safety, morals, or welfare; provided, no such area shall be considered a nonresidential redevelopment area nor subject to the power of eminent domain, within the meaning of this Article, unless it is determined by the planning commission that at least one half of the number of buildings within the area are of the character described in this subdivision and substantially contribute to the conditions making such area a nonresidential redevelopment area; provided that if the power of eminent domain shall be exercised under the provisions of this Article, the property owner or owners or persons having an interest in property shall be entitled to be represented by counsel fees fixed by the court, taxed as a part of the costs and paid by the petitioners.

“Rehabilitation, conservation, and reconditioning area” shall mean any area which the planning commission shall find, by reason of factors listed in the above definitions, to be subject to a clear and present danger that, in the absence of municipal action to rehabilitate, conserve, and recondition the area, it will become in the reasonably foreseeable future a blighted area or a nonresidential redevelopment area as defined herein. In such an area, no individual tract, building, or improvement shall be subject to the power of eminent domain, within the meaning of this Article, unless it is of the character described in the definitions listed above and substantially contributes to the conditions endangering the area; provided that if the power of eminent domain shall be exercised under the provisions of this Article, the respondent or respondents shall be entitled to be represented by counsel of their own selection and their reasonable counsel fees fixed by the court, taxed as part of the costs and paid by the petitioners.

Conclusion

On April 2, 2019 the City of New Bern Planning and Zoning Commission voted unanimously to declare the Redevelopment Area (Map A) a “rehabilitation, conservation, and reconditioning area” under the North Carolina Redevelopment Law (NCCGS 160A-500). Such area will be referred to as the “Redevelopment District Boundary Area” (RDBA) here in.

III. Redevelopment Commission of New Bern Mission Statement

“The New Bern Redevelopment Commission: Leading the way for community transformation and improvement by directly addressing community needs in the vital areas of public health, infrastructure, housing and economic development. The Commission is committed to an accountable, transparent and publicly driven process”

IV. Redevelopment Plan Guiding Principles

The Redevelopment Plan and program activities herein are designed to reverse the overall decline of neighborhood character and create a functional transportation network that supports economic growth and public welfare through the following objectives:

1. Take proactive measures to eliminate existing blight and stop further degradation of the community
2. To partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to implement the shared goals, objectives, and policies of this plan.
3. Mitigate the impact of localized flooding
4. Improve the quality, quantity, and appearance of housing stock in the community
5. Increase enforcement of building and nuisance codes
6. Create a functional transportation network to enhance health, safety, economic development and access to amenities and services
7. Utilize city owned property within the redevelopment boundary to create new development opportunities
8. Acquisition of blighted parcels to assemble land for suitable development sites
9. Implement policy recommendations identified in the Choice Neighborhoods Initiative Greater Five Points Transformation Plan (2016) and New Bern Gateway Renaissance Plan (2014)

Goal 1: Improve overall appearance of redevelopment area community.

Overgrown lots both vacant and occupied lots are a major contributor to the visual blight of the redevelopment area. Additionally, overgrowth invites litter, debris and illegal dumping. The Redevelopment Commission will improve the overall appearance and aesthetic of properties within the RDBA through:

Objective 1.1: Increase Nuisance Abatement Code Enforcement Efforts on privately owned and city owned lots.

Policy 1.1.1: Instruct City Code Enforcement Officer to be proactive in enforcing minimum nuisance standards in the Redevelopment Area.

Policy 1.1.2: End city policy of not enforcing nuisance standards for weedy and overgrown lots for properties that appear to have “old growth” or have not been previously cleared.

- I. Recommend keeping up to two (2) trees on site that exceed 2” caliper width per 5,000 square feet of land area. Preserved trees must be at least 15 feet apart.

Policy 1.1.3: Coordinate with City of New Bern partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to initiate semi-annual neighborhood cleanup activities.

Goal 2: Improve appearance and quality of Housing stock in redevelopment district boundary area

The redevelopment area has 1,790 housing units, of which 79% are renter occupied. Housing affordability, housing conditions, housing availability, and irresponsible landlords are significant issues facing the redevelopment area community. According to the 2013-2017 American Community Survey data, an estimated 47.9% of all renter households in New Bern are cost overburdened by 30% or more.

The lack of safe, code compliant, affordable housing (rental and owner occupied) for the residents of the redevelopment area are serious problems. The deficiency in housing was only exacerbated by Hurricane Florence, which damaged many rental and owner-occupied housing units to the point of being uninhabitable. Many property owners and landlords were required to make costly repairs to their houses which exceed the overall value of the property. Many residents, community leaders, housing agencies, homeless providers, and city officials have stressed the impact of the damage from Hurricane Florence on the older housing stock of the redevelopment area and the need to make either costly repairs or construct new housing.

Much of the existing housing stock in the redevelopment area is old and inefficient. Utility costs are high because poor or absent insulation and outdated inefficient HVAC systems. Similar to other problems mentioned these issues were increased because of Hurricane Florence. Houses that were previously in need of rehabilitation now also require repairs from flood and wind damage.

The Redevelopment commission will address the need for modernization, rehabilitation and new housing in the RDBA through improving the overall appearance and quality of existing housing, building new energy efficient housing, and instituting a permit and registration program for rental housing.

Objective: 2.1: Minimum Housing and Non Residential Structures Enforcement

Policy 2.1.1: Instruct code enforcement staff to be proactive in enforcing minimum building code standards for both residential and non-residential structures.

Policy 2.1.2: Create Residential Property Periodic Inspection Program

- I. Create a program for the periodic inspection of residential structures
 - a. Hold a properly noticed public hearing about the proposed periodic inspections plan.
 - b. Develop a plan to address the ability of low-income residential property owners to comply with minimum housing code standards.

Policy 2.1.3: Create Permit and Registration program for residential rental property

- I. Identify properties with crime and disorder problems.
 - a. Create ordinance language for Board of Alderman approval that establishes process for determining the top 10% of properties with crime and disorder problems.
 - b. Registration shall include; owners address, owner's name, and property manager's 24-hour contact information if appropriate.
 - c. Establish fee for registration not to exceed \$500 for any 12 month period.

Objective 2.2: Increase supply of energy efficient code compliance housing within in the redevelopment district boundary area

Policy 2.2.1: Improve the quality of existing housing stock through selective purchase and rehabilitation of existing residential structures.

Policy 2.2.2: Utilize Community Development Block Grant (CDBG) and other funding sources to purchase existing residential structures within the redevelopment boundary for rehabilitation

- I. To maximum extent possible, all rehabilitations shall be Energy Star® qualified and incorporate energy efficiency into design and construction.

- II. Any external modifications conducted as a result of rehabilitation efforts should be similar in appearance to adjacent residential development to maintain the character of an individual street or neighborhood.

Objective 2.3: Partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to improve the quality of existing housing stock through construction of new residential structures.

Policy 2.3.1: Utilized CDBG and other funding sources to construct new residential structures within the RDBA.

- I. All new construction shall be Energy Star® qualified and incorporate energy efficiency into design and construction.
- II. All residential construction should be similar in appearance to adjacent residential development to maintain the character of an individual street or neighborhood.

Objective 2.4: Partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to create affordable and mixed income housing opportunities through rental and home ownership programs.

Policy 2.4.1: Partner with local public housing agencies (PHA) and others to create rental and ownership programs for residential structures owned by the Redevelopment Commission utilizing housing choice voucher programs.

Policy 2.4.2: Provide opportunities for housing that is affordable to households earning 60 to 120 percent of the area median income.

Goal 3: Explore flood mitigation alternatives within the redevelopment district boundary area

Periodic flooding continues to be a major issue for the redevelopment area community. Beyond major declared events such as Hurricane Florence (09/2018) that inundated the community under 2-4' of flood water for 3-6 days, periodic flooding during light rain events remains a serious issue. Standing water from light rain events will remain on lots and streets for days creating breeding grounds for mosquitos, other health hazards and overall visual blight.

Objective 3.1: Reduce impact and frequency from periodic flooding in the redevelopment area

Policy 3.1.1: Commission basin wide flood study of redevelopment area to recommend storm water infrastructure improvements that will reduce or eliminate the occurrence of standing water after routine rain events.

Goal 4: Acquisition of blighted parcels to assemble land for suitable development sites

Objective 4.1: Utilize city owned, vacant, and blighted parcels to create larger scale unified development sites for use in housing, storm water control, economic development, recreation, and community health and welfare opportunities.

Policy 4.1.1: Concentrate housing and economic development related redevelopment efforts in three Focus Areas

Goal 5: Encourage Community Health and Wellness

Continuous and coordinated medical care that serves the community where they live will increase overall health outcomes for citizens of the Redevelopment Area. Survey data taken during the Greater Five Points Transformation Plan effort found more than one-third of public housing residents report using the Carolina East Health Emergency Room, most often when they are sick or in need of medical advice, rather than more cost-effective alternatives. In addition, a disproportionately high number of public housing residents are disabled and/or struggling with a chronic health issue like asthma, diabetes and hypertension compared to North Carolina residents generally. As a result, access to medical services is a critical issue for the citizens of the Redevelopment Area.

Objective 5.1: Increase the number of healthcare, wellness, and recreation options in the redevelopment district boundary area.

Policy 5.1.1: Partner with Craven County Health Department to locate a Federally Qualified Health Center in Redevelopment Area.

Policy 5.1.2: Support the retention of a comprehensive health and wellness center within the boundaries of the redevelopment area.

V. New Bern Redevelopment Commission Transportation Plan

The Redevelopment Area is in many ways isolated from the rest of the city due to historic development patterns and disinvestment. Motorists will often take longer trips to avoid a confusing street network comprised of narrow and poorly maintained roads. Compounding this is a low rate of vehicle ownership and neglected or nonexistent pedestrian infrastructure. As attempts to revitalize the area are made reconfiguring and upgrading transportation related infrastructure is a critical component of the success of the community.

The goals for transportation related infrastructure in the area are as follows:

1. Facilitate economic development
2. Promote health and safety
3. Supporting cultural heritage

4. Enhancing access to transit

There are five policy points that will accomplish the objectives listed above:

1. Extend Third Avenue to connect up to Main Street.
2. Designate Main Street as a one way.
3. Creating greenways and trails to serve the community.
4. Creation of a heritage trail to highlight places and amenities of importance.
5. Partnership with CARTS (Craven Area Rural Transit System).

Objective T.1: Connecting the economic viability of the redevelopment area to the broader City of New Bern

The redevelopment area faces the challenge of an antiquated street network with no clear transportation network to support economic development north of Broad Street.

Policy T.1.1 Extend 3rd Avenue north to its intersection with Main Street. Any proposed alignment of 3rd avenue extension shall not interfere with the rehabilitation or rebuilding of the Stanley White Recreation Facility.

Policy T.1.2 Designate Main Street as a one-way street running along a west to east axis to allow for on on-street parking to support economic development activities.

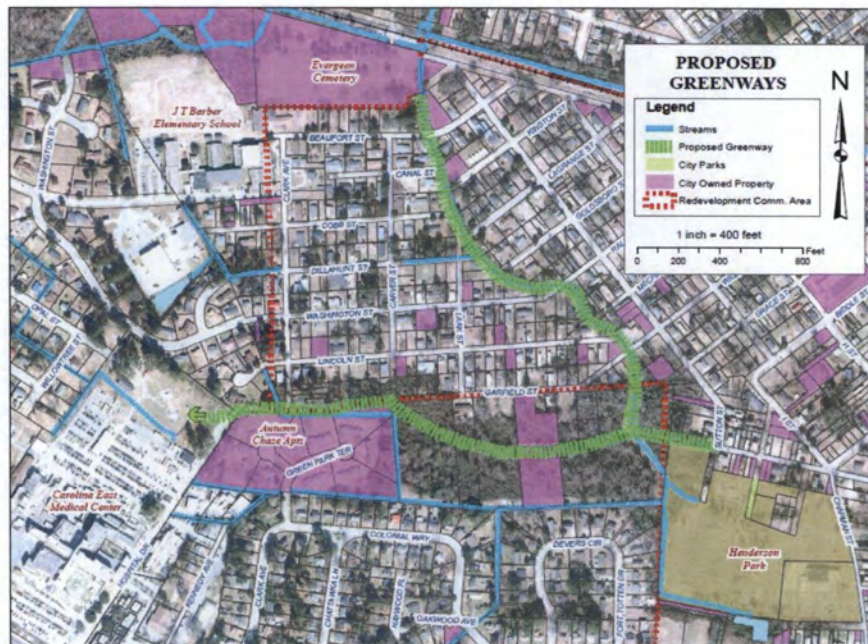
Objective T.2: Establish Pedestrian Trails within and external to the Redevelopment Area

According to research done for the Choice Neighborhoods Initiative, approximately half of the community does not have access to a vehicle. This intensifies transit and pedestrian infrastructure needs within the community.

Policy T.2.2 Create a greenway trial along the Duffyfield canal.

This greenway has been identified as a need in both the Greater Five Points Transformation Plan and Gateway Renaissance Plans. Greenways have been proven to increase property values as well as have a direct impact on overall community health.

Policy T.2.3 Support a pedestrian connection from Redevelopment Area to Carolina East Medical Center.

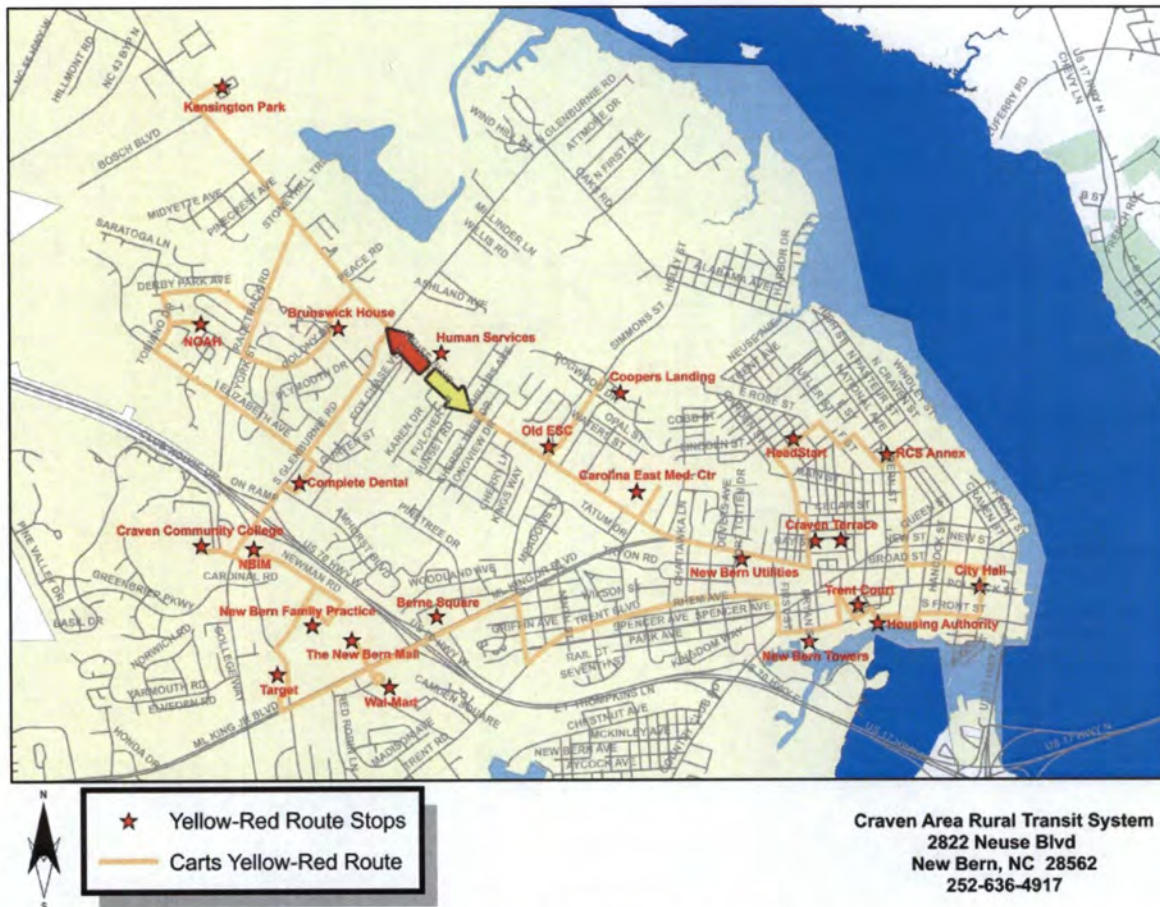


Policy T.2.4 Heritage Walking Trail: Create a walking trail to highlight the route between of the New Bern African American Signs of History program.

The map displays a grid of streets in Worcester, MA. Major streets include Main St, George St, Broad St, and various numbered streets (1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th). Landmarks and points of interest are marked with red dots and labels: 'Education for the Future', 'Craven Terrace and Beyond', 'The Great Fire', 'The GAR', 'Five Points', 'Dryborough', 'Queen Street and Beyond', 'Cedar Grove C', 'Saving Grace', 'The Civil War to the Fusion Alliance', and 'Firemen's Museum'. Parks are shown in green, and historical sites are highlighted in yellow.

The only option locally in terms of mass transit is CARTS. This service has limited operational hours and routes. The Redevelopment area has several sub-optimal bus stops in the area. Bus stop locations should be improved and where possible bus shelters should be erected using CDBG funding.

Policy T.3.1 The Redevelopment commission will form a partnership with CARTS to expand service.



VI. Statement of Proposed Zoning Changes

Zoning Change 1: 15-180 of the Land Use Ordinance established minimum lot sizes for developable lots per zoning classifications. 63.7% of the redevelopment area is currently zoned R-6 with a minimum lot size requirement of 6,000 sf.

It is recommended the City amend the Land Use Ordinance to establish a 1,500 minimum lot size in the redevelopment area for the R6 zoning designation.

Zoning Change 2: Section 15-188 of the Land Use Ordinance allows for reductions in minimum lot width, size and minimum lot setbacks for platted substandard lots based upon a proportional reduction of the standard by reduced lot size. Though intended to provide relief, residential development in this area often require additional variances issued by the Board of Adjustments.

It is recommended the City amend the Land Use Ordinance to establish the following minimum dimensional standards in the redevelopment area in the R6 zoning designation.

Minimum lot width: 25'

Minimum front setback: 15'

Minimum rear setback: 10'

Minimum side setback: 5'

Zoning Change 3: Currently the Residential 6 (R6) zoning designation allows Housing and Urban Development (HUD) regulated Mobile and Manufactured homes by right in the redevelopment area.

It is recommended the City amend the Land Use Ordinance to prohibit the placement of HUD regulated mobile and manufactured homes in the R6 zoning designation within the redevelopment area. The recommended prohibition does not apply to Modular Homes which are regulated under the North Carolina Building Code and are allowed in R6 zoning.

Zoning Change 4: Section 15-342 of the Land Use Ordinance requires 2 off street parking spaces be provided for every single family residential structure. The 2016 Choice Neighborhoods Plan identified 50% of the households in the redevelopment area having access to 1 or fewer vehicles.

It is recommended the City amend the land development code to require 1 off street parking space be provided for all single family residential construction in the redevelopment area.

Zoning Change 5: To support and strengthen economic development opportunities within the greater duffyfield area the Commission proposes an extension of Third Avenue to its intersection with Main Street. Existing zoning adjacent to this proposed intersection is currently residential (R-6 and R-10) and precludes the type of development that would support economic growth. To create a vibrant mixed use district that will foster economic growth it is recommended the City of New Bern rezone the area identified as "Focus Area #3" to the C-4 Commercial District.

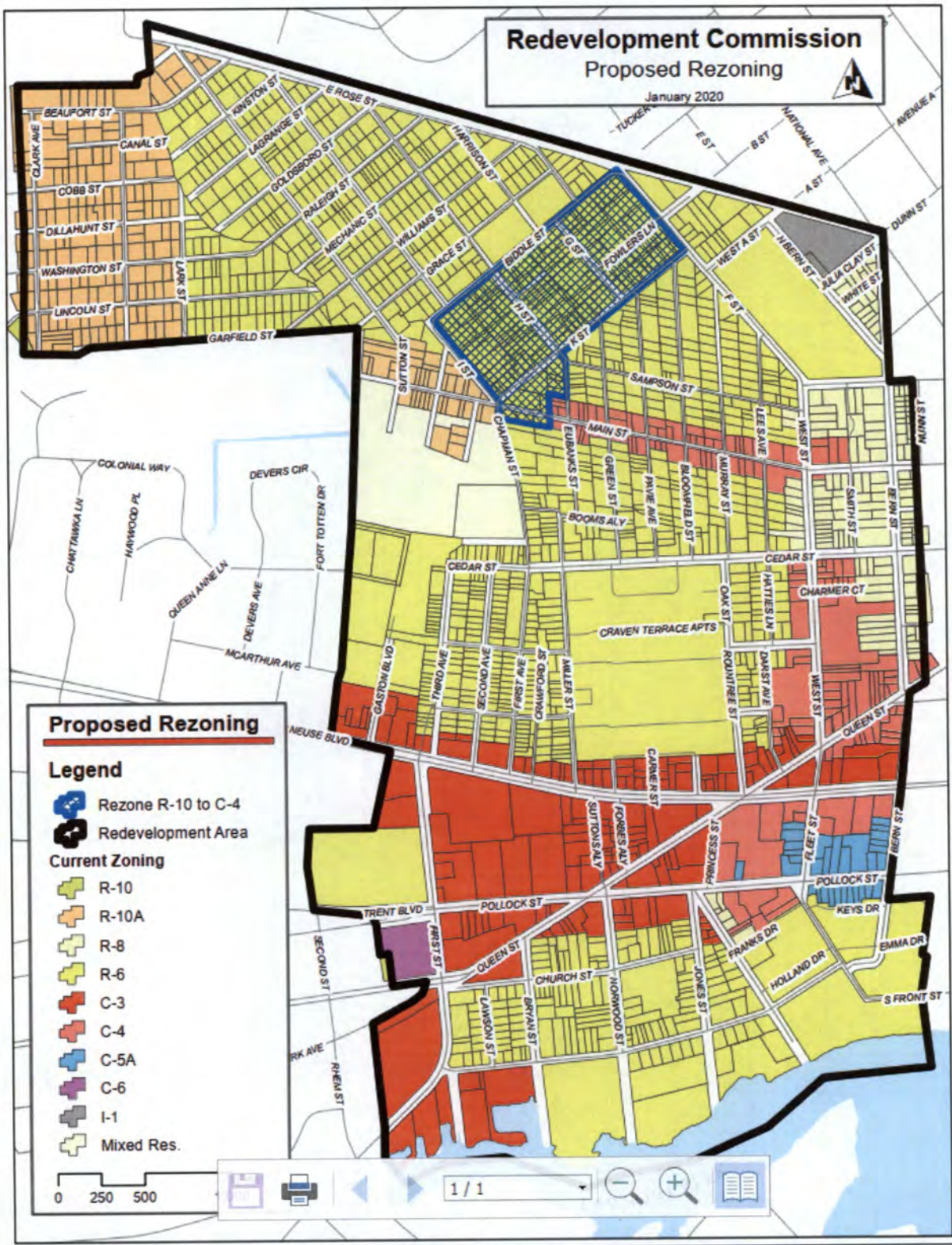
Section 15-137(5) of the City's Land Use Ordinance describes the C-4 Commercial District:

"The C-4 neighborhood business district is established as a district in which the principal use of land is to provide for the retailing of goods and services to the nearby residential neighborhoods. The regulations of this district are designed to limit the businesses which may be established therein in order to protect the abutting residential areas."

The C-4 district will allow neighborhood appropriate commercial uses will still permitting all R-6 and R 10 residential uses by right.

Zoning Change 6: It is recommended the City of New Bern utilize the RDBA map to create the "Greater Five Points Redevelopment Overlay District" to implement proposed and future zoning changes within the RDBA.

Map of Proposed Zoning Changes



VII. Continuing Controls

The Redevelopment Commission of New Bern intends to comply with all municipal, state, and federal rules and regulations applicable to the administration and implementation of this plan. All acquisition, demolition, and relocation activities will be in compliance with NC Department of Environmental Quality rules and regulations and in compliance with the HUD requirements contained in the Uniform Relocation Assistance and Real Property Acquisition Handbook.

Minimum housing and non-residential structure code, nuisance abatement, zoning enforcement, and other city police powers will be utilized where appropriate to implement the goals, objectives, and policies of the Redevelopment Plan.

VIII: Implementation Timeline

Transforming Greater Five Points/Duffyfield communities to their full potential will take several decades and will be implemented incrementally as funding allows. The Redevelopment Plan has a planning horizon of 20 years and will generally follow the timeline below.

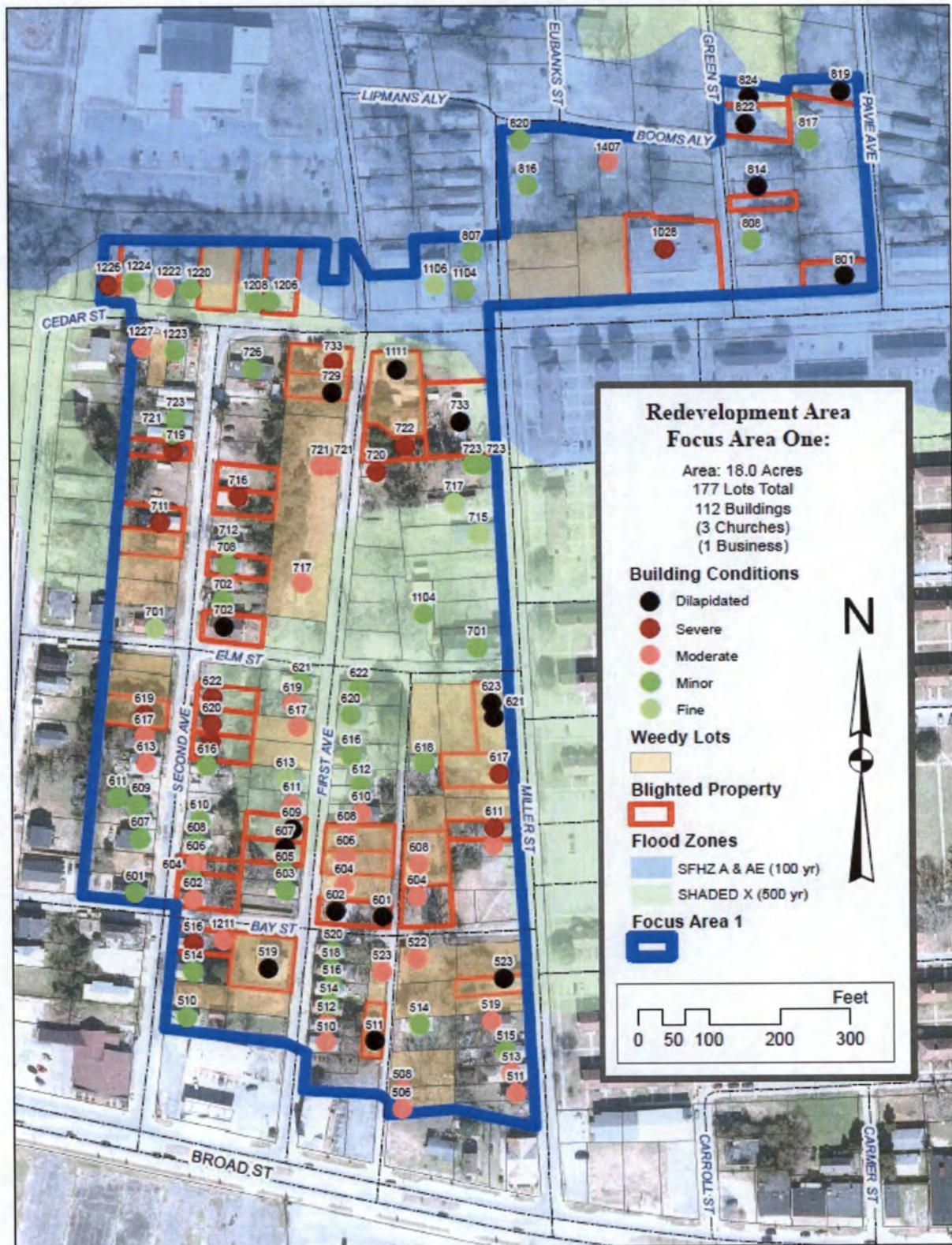
Policy	Description	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20
1.1.1	Proactive Code Enforcement																				
1.1.2	Enforce "old growth" overgrowth																				
1.1.3	semi-annual neighborhood cleanup																				
2.1.1	Proactive min housing/commercial enforcement																				
2.1.2	Create Periodic Inspection Program																				
2.1.3	Permit and Registration program for rental property																				
2.2.1-3	Housing Rehabilitation Focus Areas 1 and 2																				
2.3.1	Construct New Housing Focus Areas 1 and 2																				
3.1.1	Basin Flood Study																				
4.1.1	Lot assemblage for development Focus Area 3																				
5.1.1	Locate a Federally Qualified Health Center																				
Zoning	Recommended Zoning Changes implementation																				
T.1.1	3rd Avenue Extension to Main Street																				
T.1.2	One-Way Main Street and improvements																				
T.2.2	Greenway along duffy field canal																				
T.2.3	Pedestrian connection to Carolina East Medical																				
T.2.4	Heritage walking trail markers																				
T.3.1	Expand CARTS Service																				

IX. Redevelopment Focus Areas

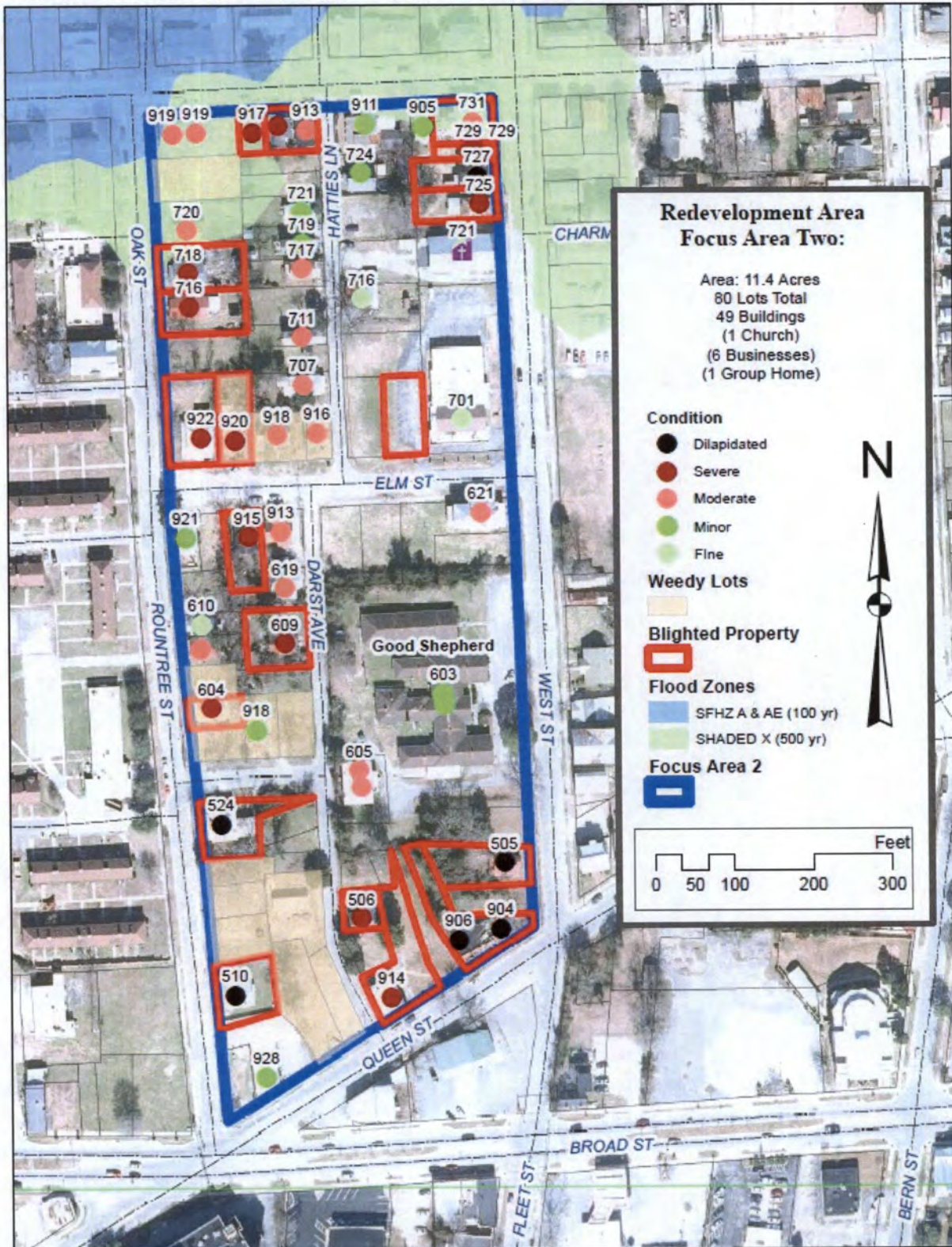
To direct redevelopment efforts in areas outside of the 100yr flood plain and establish a reasonable expectation of costs the Redevelopment Commission has established focus areas to concentrate specific redevelopment activities.

The establishment of focus areas does not preclude the implementation of any redevelopment goal, objective, or policy anywhere within the redevelopment district area boundary.

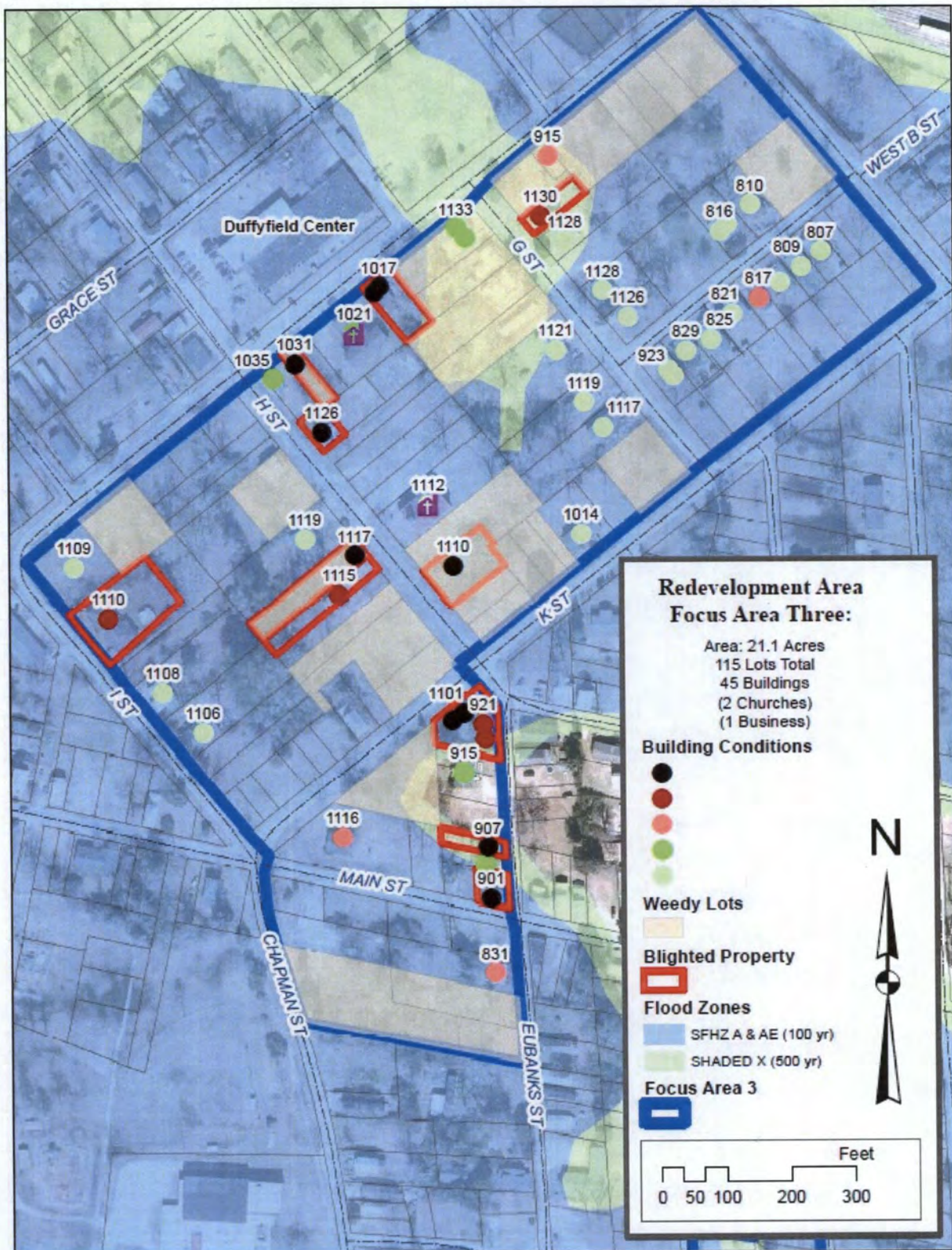
Focus Area #1: Redevelopment efforts in Focus Area 1 should be focused on lot consolidation, housing rehabilitation and new construction of diverse housing types.



Focus Area #2: Redevelopment efforts in Focus Area 2 should be focused on lot consolidation, housing rehabilitation and new construction of diverse housing types.



Focus Area #3: Redevelopment efforts in Focus Area 3 should be focused lot assemblage and sale for higher density residential, mixed use, community, and commercial uses.



X. Statement of Cost

The proposed redevelopment activities contained herein will be financed primarily through Community Development Block Grant Funds, the HOME Investment Partnership funds, revenues from past rehabilitation and construction activities, future grant sources, City of New Bern funds, and private capital sources.

Public Infrastructure, transportation: Approximate Costs*

Third Ave Extension:	\$350,000
Cul De Sac: Sutton:	\$75,000
Cul De Sac: Chapman:	\$75,000
Pedestrian trails:	\$150,000
Striping Main Street:	\$15,000
Heritage Trail Markers:	\$25,000
	TOTAL: \$690,000

*All transportation costs based upon most recent data available from City of New Bern Public Works, August 2019

Focus Area 1: Costs*

29 Properties total

<i>Reconstruction</i>		Costs
# of structures:	16	
Acquisition:		\$307,769.00
tear down:		\$80,000.00
1000sf rebuild \$110SF		\$1,760,000.00
Total		\$2,147,769.00
<i>Rehabilitation</i>		
# of structures:	13	
Acquisition:		\$287,089.00
Total SF existing		10,262
Rehab \$50/sf incl demo		\$513,100.00
Total		\$800,189.00
Total Cost Focus Area 1		\$2,947,958.00

Focus Area 2: Costs*

15 Properties Total

# of structures:	3	
Acquisition:		\$121,385.00
tear down:		\$15,000.00
1000sf rebuild \$110SF		\$330,000.00
Total		\$466,385.00

# of structures:	12	
Acquisition:		\$357,467.00
Total SF existing		11,630.00
Rehab \$50/sf incl demo		\$581,500.00
Total		\$938,967.00

Total Cost Focus Area 2		\$1,405,352.00
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Focus Area 3: Costs*

116 Properties Total

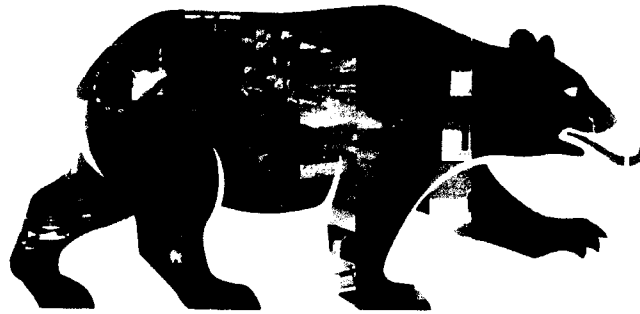
Total Value	\$1,615,040.00**
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*All construction costs based upon most recent data available from City of New Bern Building Inspections Department and Craven County Tax Assessor Collector, August 2019

** Acquisition efforts scheduled to begin year 10

XI. Statement of Feasible Method for Relocation of Displaced

Though not anticipated some redevelopment activities may lead to a limited number of households and non residential uses being be displaced. Relocation activities may be covered by CDBG funds or other funding mechanisms available to the Redevelopment Commission under state law. All relocation activities will be conducted in accordance with the HUD requirements contained in the Uniform Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378.0).



Greater Duffyfield Redevelopment Plan

2/11/2019

REGENERATE

Regenerate: (verb): to regrow; to replace; to replenish; to replace loss. (adj.): To restore to a better, higher - more worthy state. To bring new and more vigorous life to an institution or area.

Guiding Principals

- **IV. Redevelopment Plan Guiding Principles**
- The Redevelopment Plan and program activities herein are designed to reverse the overall decline of neighborhood character and create a functional transportation network that supports economic growth and public welfare

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9 Guiding Principals

- Take proactive measures to eliminate existing blight and stop further degradation of the community.
- To partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to implement the shared goals, objectives, and policies of this plan.
- Mitigate the impact of localized flooding.
- Improve the quality, quantity, and appearance of housing stock in the community.
- Increase enforcement of building and nuisance codes.

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9 Guiding Principals

- Create a functional transportation network to enhance health, safety, economic development and access to amenities and services
- Utilize city owned property within the redevelopment boundary to create new development opportunities.
- Acquisition of blighted parcels to assemble land for suitable development sites.
- Implement policy recommendations identified in the Choice Neighborhoods Initiative Greater Five Points Transformation Plan (2016) and New Bern Gateway Renaissance Plan (2014)

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GOAL 1: Improve Overall Appearance of Redevelopment Area Community

- Overgrown lots both vacant and occupied lots are a major contributor to the visual blight of the redevelopment area. Additionally, overgrowth invites litter, debris and illegal dumping. The Redevelopment Commission will improve the overall appearance and aesthetic of properties within the RDBA through:

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Policies: Community Appearance

- **Policy 1.1.1:** Instruct City Code Enforcement Officer to be proactive in enforcing minimum nuisance standards in the Redevelopment Area.
- **Policy 1.1.2:** End city policy of not enforcing nuisance standards for weedy and overgrown lots for properties that appear to have "old growth" or have not been previously cleared.
 - Recommend keeping up to two (2) trees on site that exceed 2" caliper width per 5,000 square feet of land area. Preserved trees must be at least 15 feet apart.
- **Policy 1.1.3:** Coordinate with City of New Bern partner with existing non-profits, citizen groups, and community advocates currently working in the redevelopment area to initiate semi-annual neighborhood cleanup activities.

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GOAL 2: Improve appearance and quality of Housing stock in redevelopment district boundary area

- The Redevelopment commission will address the need for modernization, rehabilitation and new housing in the RDBA through improving the overall appearance and quality of existing housing, building new energy efficient housing, and instituting a permit and registration program for rental housing.

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Policies: Community Appearance

- **Policy 2.1.1:** Instruct code enforcement staff to be proactive in enforcing minimum building code standards for both residential and non-residential structures.
- **Policy 2.1.2:** Create Residential Property Periodic Inspection Program
- **Policy 2.1.3:** Create Permit and Registration program for residential rental property

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Policies: Housing

- **Policy 2.2.1:** Improve the quality of existing housing stock through selective purchase and rehabilitation of existing residential structures.
- **Policy 2.2.2:** Utilize Community Development Block Grant (CDBG) and other funding sources to purchase existing residential structures within the redevelopment boundary for rehabilitation
- **Policy 2.3.1:** Utilized CDBG and other funding sources to construct new residential structures within the RDBA.

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Policies: Housing Opportunity

- **Policy 2.4.1:** Partner with local public housing agencies (PHA) and others to create rental and ownership programs for residential structures owned by the Redevelopment Commission utilizing housing choice voucher programs.
- **Policy 2.4.2:** Provide opportunities for housing that is affordable to households earning 60 to 120 percent of the area median income.
- **Policy 4.1.1:** Concentrate housing and economic development related redevelopment efforts in three Focus Areas

NEW BERN
COUNTY

Goal 3: Explore flood mitigation alternatives within the redevelopment district boundary area

- **Policy 3.1.1:** Commission basin wide flood study of redevelopment area to recommend storm water infrastructure improvements that will reduce or eliminate the occurrence of standing water after routine rain events.

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Policies: Periodic Flooding



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NORTH CAROLINA

Goal 4: Acquisition of blighted parcels to assemble land for suitable development sites

Policy 4.1.1: Concentrate housing and economic development related redevelopment efforts in three Focus Areas

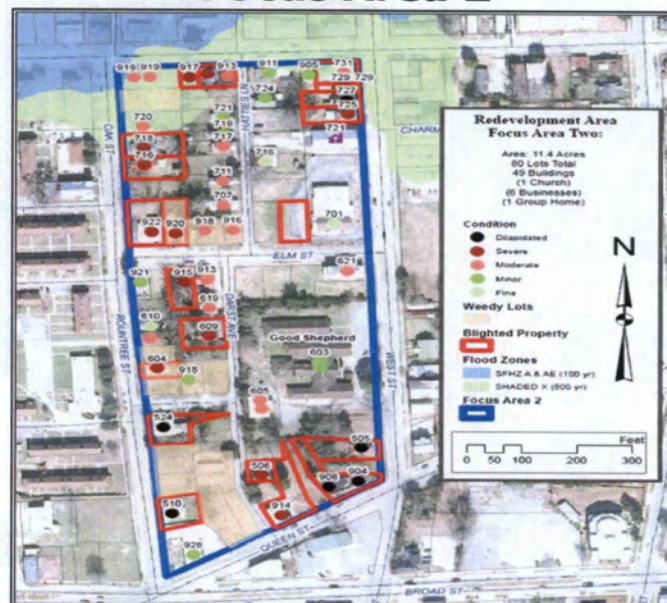
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Focus Area 1



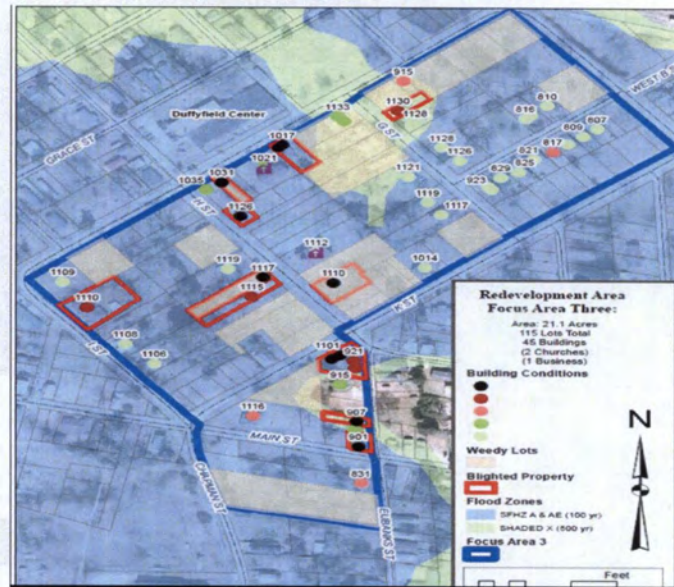
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Focus Area 2



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NORTH CAROLINA

Focus Area 3



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Goal 5: Encourage Community Health and Wellness

- **Policy 5.1.1:** Partner with Craven County Health Department to locate a Federally Qualified Health Center in Redevelopment Area.
- **Policy 5.1.2:** Support the retention of a comprehensive health and wellness center within the boundaries of the redevelopment area.

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Policies: Health and Wellness

- **Policy 5.1.1:** Partner with Craven County Health Department to locate a Federally Qualified Health Center in Redevelopment Area.
- **Policy 5.1.2:** Support the retention of a comprehensive health and wellness center within the boundaries of the redevelopment area.

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Goals: Transportation

- The goals for transportation related infrastructure in the area are as follows:
 - Facilitate economic development
 - Promote health and safety
 - Supporting cultural heritage
 - Enhancing access to transit

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COUNTY

Policies: Transportation

- **Policy T.1.1** Extend 3rd Avenue north to its intersection with Main Street. Any proposed alignment of 3rd avenue extension shall not interfere with the rehabilitation or rebuilding of the Stanley White Recreation Facility
- **Policy T.1.2** Designate Main Street as a one-way street running along a west to east axis to allow for on on-street parking to support economic development activities.

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Policies: Transportation



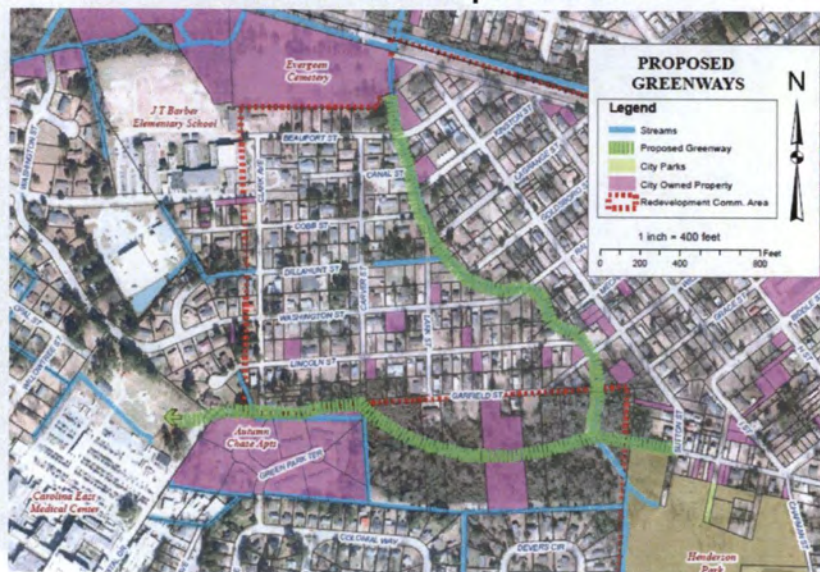
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NORTH CAROLINA

Policies: Transportation

- **Policy T.2.2** Create a greenway trail along the Duffyfield canal.
- **Policy T.2.3** Support a pedestrian connection from Redevelopment Area to Carolina East Medical Center.
- **Policy T.3.1** The Redevelopment commission will form a partnership with CARTS to expand service

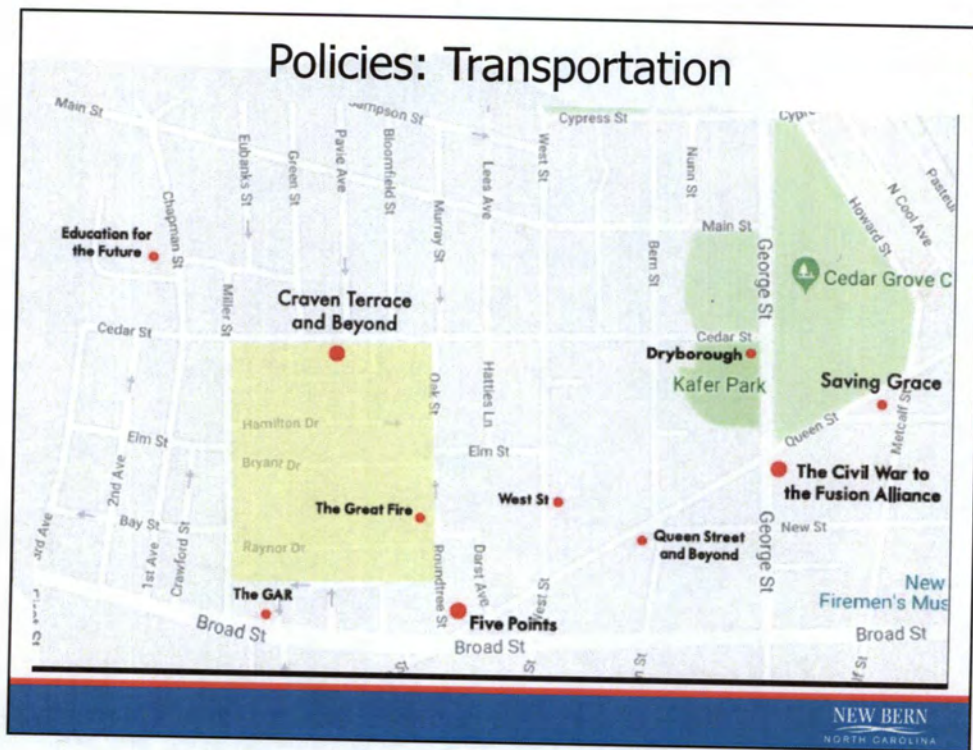
NEW BERN
NORTH CAROLINA

Policies: Transportation



NEW BERN
NORTH CAROLINA

Policies: Transportation



6 Zoning Changes

- Amend the Land Use Ordinance to establish a 1,500 minimum lot size in the redevelopment area for the R6 zoning designation.
- Amend the Land Use Ordinance to establish the following minimum dimensional standards in the redevelopment area in the R6 zoning designation.
 - Minimum lot width: 25'
 - Minimum front setback: 15'
 - Minimum rear setback: 10'
 - Minimum side setback: 5'

6 Zoning Changes

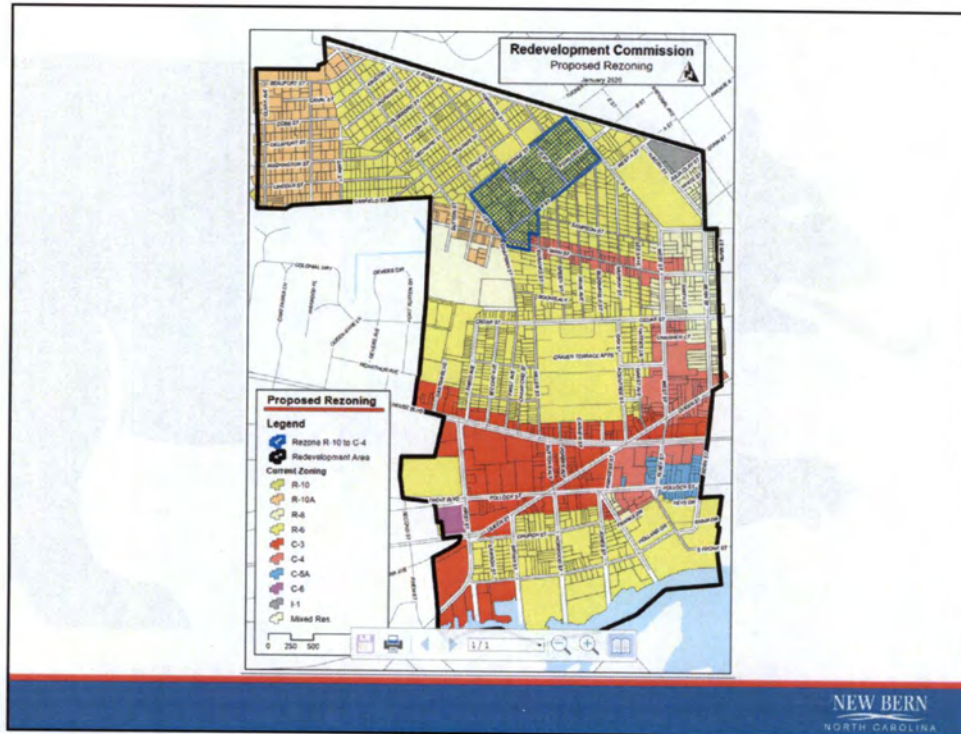
- Amend the Land Use Ordinance to prohibit the placement of HUD regulated mobile and manufactured homes in the R6 zoning designation within the redevelopment area. The recommended prohibition does not apply to Modular Homes which are regulated under the North Carolina Building Code and are allowed in R6 zoning.
- Amend the land development code to require 1 off street parking space be provided for all single family residential construction in the redevelopment area.

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6 Zoning Changes

- To create a vibrant mixed use district that will foster economic growth it is recommended the City of New Bern rezone the area identified as "Focus Area #3" to the C-4 Commercial District.
- Create the "Greater Five Points Redevelopment Overlay District" to implement proposed and future zoning changes within the Redevelopment Boundary.

NEW BERN



Redevelopment Commission Website:

https://www.newbernnc.gov/departments/development_services/redevelopment_commission.php

Thank You!!

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Supporting the Legalization of Medical Marijuana

Date of Meeting: 02/11/2020	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	At recent meetings, some citizens have expressed a desire to see marijuana legalized for medicinal purposes. Alderwomen Harris and Best have asked for a resolution indicating support for the legalization and encouraging the State to adopt such legislation.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Resolution

Is item time sensitive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item:
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:

Aldermen

Sabrina Bengel
Jameesha 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
Brenda E. Blanco
City Clerk

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: January 31, 2020

SUBJECT: Resolution in Support of Medical Cannabis

Since October 8, 2019, Maxwell Oglesby and some other citizens have expressed a desire for medical marijuana to be legalized in the State of North Carolina. They voiced their wishes to the Governing Board under the Request and Petition of Citizens forum. In response, Alderwomen Harris and Best have asked for a resolution indicating New Bern's support and encouraging the State of North Carolina to adopt legislation to legalizing medical cannabis.

/beb

RESOLUTION IN SUPPORT OF MEDICAL CANNABIS

WHEREAS, as of January 1, 2020, medical cannabis is legal in 33 states and 11 of these states have also legalized cannabis for non-medical use; and

WHEREAS, there is a significant and growing amount of evidence that cannabis is beneficial to individuals suffering from many chronic and debilitating conditions, including but not limited to, Alzheimer's disease, cancer, Crohn's disease, eating disorders, epilepsy, glaucoma, mental health disorders like schizophrenia and posttraumatic stress disorder, multiple sclerosis, muscle spasms, nausea, and chronic pain; and

WHEREAS, in January 2017, the National Academies of Science, Engineering, and Medicine issued a report entitled "The Health Effects of Cannabis and Cannabinoids: The Current State of Evidence and Recommendations for Research", the committee arrived at nearly a hundred different research conclusions related to cannabis or cannabinoid use and health; and

WHEREAS, as a result of a 1976 court settlement, the Federal government provided prescription cannabis to 14 individuals for their use as medicine through the Food and Drug Administration's Compassionate Investigational New Drug ("IND") program, which was administered by the National Institute of Drug Abuse. Cannabis used in the program came from the University of Mississippi where it was grown, harvested and stored, and cannabis for the program was also processed at and distributed from the Research Triangle Institute in Research Triangle Park, North Carolina. Several of the 14 individuals were elderly in age and have since deceased. As of 2011, 4 individuals remained in the program; and

WHEREAS, the Federal government, through the US Department of Health and Human Services, holds patent number 6,630,507 which describes the therapeutic potential for cannabinoid chemical compounds; and

WHEREAS, a poll conducted by Elon University in 2017 indicated that 80% of North Carolinians supported the legalization of medical cannabis; and

WHEREAS, a survey of 244 medical cannabis patients who suffered from chronic pain and who patronized a medical cannabis dispensary in Michigan between November 2013 – February 2015 revealed a 64% reduction in opioid use and a 45% improvement in quality of life (Boehnke et al, 2016). Similarly, analyses of prescription data from Medicare Part D enrollees in states with medical access to cannabis suggest a significant reduction in the prescription of conventional pain medications (Bradford and Bradford, 2016); and

WHEREAS, the North Carolina House and Senate introduced H401 to enact a Medical Cannabis Act and S168 to expand the use of medical cannabis extract; and

WHEREAS, according to the United States Sentencing Commission and the Federal Bureau of Investigation, 99 out of every 100 cannabis arrests in the United States are made under State law, rather than under Federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously-ill people who have a medical need to use cannabis, as well as those who produce or are a caregiver supplier of cannabis; and

WHEREAS, compassion dictates that State law should make a distinction between the medical and nonmedical use of cannabis. The purpose of the NC Medical Cannabis Act is to protect patients with debilitating conditions, their physicians, caregivers, and businesses from arrest and prosecution, criminal and other penalties, and property forfeiture by allowing the beneficial use of medical cannabis in a regulated system for alleviating symptoms caused by debilitating medical conditions and their treatments; and

WHEREAS, physicians, in conduction with their patients, should be allowed to make medical decisions and explore all potential treatment options including medical cannabis; and

WHEREAS, the New Bern Board of Aldermen seeks to ensure that the citizens of New Bern have access to all viable medical options that could help alleviate symptoms associated with debilitating medical conditions; and

WHEREAS, the Board of Aldermen hereby supports changes in State and other laws to: a) allow and authorize safe legal access to medical cannabis for qualified patients; b) grant local control to cities and counties to license and regulate medical cannabis businesses and collect appropriate fees and taxes; and c) stop the prosecution, arrest, investigation and imprisonment of qualified patients and their caregivers for medical cannabis offenses; and

WHEREAS, if North Carolina law is amended to authorize and allow medical cannabis, and federal law permits, subject to local control, the City's Governing Board will develop a system to license, tax, and regulate medical cannabis that will effectuate the purpose of providing safe legal access to medical cannabis for qualified patients.

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

THAT the North Carolina State Legislature is encouraged to take immediate action to approve Comprehensive Medical Cannabis legislation in order to ensure residents of North Carolina and the City of New Bern are receiving the most effective medical therapies possible, which includes the use of medical cannabis; and

THAT the City of New Bern Board of Aldermen encourages voter participation on this important issue.

ADOPTED THIS THE 11TH DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with the highest scoring firm to Develop a Resiliency and Hazard Mitigation Plan.

Date of Meeting: February 11, 2020	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: Jeff Ruggieri, Director of Development Services
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City has received nine (9) qualified responses to a Request for Qualifications (RFQ) for Developing a Resiliency and Hazard Mitigation Plan. The Review Committee reviewed and scored all 9 respondents and recommends the highest scoring firm, Moffit & Nichol.
Actions Needed by Board:	Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with the highest scoring firm to Develop a Resiliency and Hazard Mitigation Plan
Backup Attached:	Memo, Resolution, RFQ Advertisement, RFQ Scoring Sheet, RFQ Score Results, Proposed Plan

Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No

Cost of Agenda Item: N/A
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Jeff Ruggieri, Director Development Services

DATE: January 31, 2020

SUBJECT: Consider Adopting a Resolution Authorizing the City Manager to Negotiate and Execute a Contract with the highest scoring firm to Develop a Resiliency and Hazard Mitigation Plan.

The development of a City-wide Resiliency and Hazard Mitigation Plan is needed to increase community resilience to sea-level rise and climate change through an engaged stakeholder process. The goal of the plan is to build the capacity of the New Bern community to avoid, prepare for, withstand, recover, and build back better after hazard events, with specific focus on underserved and historic communities. The plan will develop recommendations and prioritize implementation steps to provide an opportunity to empower and benefit the community. New Bern seeks to maintain its unique cultural identity in the face of natural disasters and allow for economic continuity and quick recovery if another natural disaster occurs.

A Request for Qualifications (RFQ) was publicly advertised on December 11, 2019 and submittals were received on January 10, 2020. The City received 9 qualified responses. Each Respondent was ranked on a scale of 0-100 using 7 review requirements. The average ranking by the 4-member review committee is displayed below:

Firm	Ave Score
Moffit & Nichol	93.75
AECOM	92.25
WOOD Environmental	88.5
Atkins	86.25
Michael Baker	84.75
Kimley Horn	85
ESP	82.75
EL Robinson	79.5
Planning Communities	66.75

Staff recommends Board consider approving a Resolution Authorizing the City Manager to enter into negotiations and execute a Contract with the highest scoring firm Moffit & Nichol and furthermore if negotiations fail to proceed to the next highest ranked respondent until a mutually agreeable contract is approved to develop a Resiliency and Hazard Mitigation Plan for the City of New Bern.

Please contact Jeff Ruggieri at 639-7587 should you have questions or need additional information.

RESOLUTION

THAT WHEREAS, a Request for Qualifications ("RFQ") to Develop a Resiliency and Hazard Mitigation Plan was publicly advertised on December 11, 2019 and submittals were received on January 10, 2020; and

WHEREAS, the following nine submittals were received and scored:

Moffit & Nichol	93.75
AECOM	92.25
WOOD Environmental	88.50
Atkins	86.25
Kimley Horn	85
Michael Baker	84.75
ESP	82.75
EL Robinson	79.5
Planning Communities	68

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

That the City Manager is hereby authorized to negotiate and execute a contract with the highest scoring firm, Moffit & Nichol, to develop a Resiliency and Hazard Mitigation Plan on the behalf of the City of New Bern.

ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

REQUEST FOR QUALIFICATIONS
To Develop a Resiliency and Hazard Mitigation Plan



Issued By:

City of New Bern
Development Services Department
303 First Street, PO Box 1129
New Bern, NC 28563

RELEASE DATE:

Wednesday December 11, 2019

PROPOSAL CLOSING:

Friday, January 10, 2020 5:00 pm EST
Late submissions will not be accepted

Submit responses to:

City of New Bern
Development Services
303 First Street, PO Box 1129
New Bern, NC 28563

New Bern, NC 28563
City of New Bern
Request for Qualifications
to develop a
Resiliency and Hazard Mitigation Plan

Project Title:

Resiliency and Hazard Mitigation Plan

Project Description:

The development of a City-wide Resiliency and Hazard Mitigation Plan to increase community resilience to sea-level rise and climate change through an engaged stakeholder process.

The Plan should utilize the frameworks provided in the Regional Resilience Tool Kit (<https://www.epa.gov/smartgrowth/regional-resilience-toolkit>), 12 North Carolina State Disaster Recovery Framework Recovery Support Functions (<https://www.ncdps.gov/documents/north-carolina-disaster-recovery-framework>) and 6 FEMA Recovery Support Functions (<https://www.fema.gov/recovery-support-functions>) to create a resiliency framework that focuses on avoiding hazards, withstanding the event, recovery and to ultimately “Build Back Better” at the citizen level; the business level; and the municipal level. Strategy initiatives should run the gamut from the routine and highly feasible to the very ambitious, including social and community health programming, resiliency planning frameworks, land-use regulatory changes, and large-scale infrastructure projects including the use of green infrastructure practices when possible.

The Plan should pay specific attention to:

- 1) Reaching underserved populations, ensure representation and participation from socially vulnerable populations, and address their needs and risks.
- 2) Innovative and implementable solutions that increase flood resilience in both the short and long term for historic structures.
- 3) Use of green and hybrid infrastructure solutions whenever possible.
- 4) Innovative and implementable solutions that increase structural and economic resilience in historic main street and commercial areas.
- 5) Reducing the City’s reliance on Federal funding following future disasters.
- 6) Required land use changes to improve resiliency.
- 7) Coordination within and beyond the corporate limits of New Bern to build sustainable working relationships with Craven County and relevant regional and state agencies.

Background

The City of New Bern located at the confluence of the Trent and Neuse Rivers in Eastern North Carolina was devastated by Hurricane Florence in September 2018. 4,325 homes and 300 businesses in and around the City of New Bern were damaged, 261 of these structures are located in 2 of the City’s locally designated historic districts and listed on the National Register. Many more homes affected were located in the City’s most vulnerable neighborhoods where 36% of the population lives at or below the poverty level. Total damage estimation was approximately \$100 million.

An unprecedented 11’+ storm surge affected the homes and businesses of the City’s wealthiest residents, as well as those living in its poorest communities, revealing the City’s vulnerability to flooding and water intrusion. Although comprised of different populations with varying socioeconomic backgrounds, buildings and structures, each of New Bern’s neighborhoods must adapt to the increasing frequency and strength of storm events, as well as new base flood plain regulatory levels. The City must develop a comprehensive land use, hazard mitigation, and resiliency plan to inform future development and investment decisions as we deal with the impacts of climate change and sea level rise. Flooding is

the most frequent natural hazard, yet most of our communities and businesses are not equipped or prepared to deal with the consequences of periodic flooding.

Hurricane Florence's economic impact has been significant on the area's tourism industry. The loss of convention and meeting business due to the closure and rehabilitation of the Craven County Convention Center and the City's largest hotel (220 rooms) has adversely affected the City's historic main street commercial small businesses who are struggling to recoup lost revenues.

The plan will determine the best ways to reshape existing social, economic and municipal systems so that New Bern is less vulnerable and more resilient to natural disasters and reduce the City's cost and reliance on Federal funding following future disasters.

Project Funding:

The City of New Bern has secured \$45,000 in grant funding to-date for plan development. These sources include the Duke Energy Foundation, Wells Fargo Foundation, and the National Trust for Historic Preservation. Additional project funding will be secured from a combination of local, state and federal grant sources, as available, and/or City contributions.

Schedule of Events

	RFQ Schedule of Events
December 11, 2019	Advertisement date
December 18, 2019	Last day to accept questions and requests for clarification on the RFQ 5:00 PM (local time) All questions shall be in writing addressed to ohlensehlerna@newbernnc.gov
December 19, 2019	Answers to submitted questions provided by addendum 5:00 PM (local time)
January 10, 2020	Qualifications due - 5:00 PM (local time)
Week of January 13, 2020	Evaluation period Week of January 13, 2020

Services Requested:

The goal of the plan is to build the capacity of the New Bern community to prepare for, withstand, recover, avoid and build back better after hazard events, with specific focus on underserved and historic communities. The plan will develop recommendations and prioritize implementation steps to provide an opportunity to empower and benefit the community. New Bern seeks to maintain its unique cultural identity in the face of natural disasters and allow for economic continuity and quick recovery if another natural disaster occurs.

Phase 1: Data Collection, Assessment and Public Engagement

1. Data gathering:
 - a. At a minimum, this step entails review of regional Hazard Mitigation Plans previously developed. Other information to be reviewed includes the City's Zoning Regulations. The extent of previous damage from Hurricane Florence and other storms will also be investigated.
 - b. GIS data collection. At a minimum, this step entails collection of relevant GIS data from the City and other public sources to create a database of structures, valuation, existing uses, population and employment centers, and topography. Respondent can assume City of New Bern GIS has, or can obtain, all relevant data. Elevation certificates on file may also be reviewed.
2. Public input: Multiple public input meetings will be conducted to inform the public of the study and determine major concerns. At least one public input session will present the findings of the draft plan. At least one public presentation will present the final plan. The consultant will assist with the creation of a steering committee and establish a meeting schedule for the life of the project. Meetings may also be held with other boards (e.g., Planning and Zoning Board, Board of Aldermen).
3. Vulnerability and risk assessment. The consultant will use GIS data, existing plans, sea level rise viewing tools and other information to identify future vulnerabilities (e.g., economic, infrastructure, community facilities, community services) and risks. Independent sea level rise projections will not be developed for this project.

Phase 2: Analysis and Plan Development

4. Review of possible solutions. Relevant solutions will be reviewed and evaluated that relate to the vulnerabilities identified in the risk assessment. These strategies should include a cost benefit analysis.
5. Preparation of the draft Resiliency and Hazard Mitigation Plan. The results of the previous steps will be communicated in a draft plan. The goal is for the plan to be easy to understand with risks and recommended solutions clearly stated. Recommendations will be developed with a focus on implementation and will take into consideration potential costs, benefits and potential funding sources for implementation. Engineered solutions may be developed for specific public infrastructure vulnerabilities. Recommendations should be an amalgamation of existing plans and ordinances used by the City of New Bern to establish implementation pathways.

Phase 3: Preparation of Resiliency and Hazard Mitigation Plan

6. Public review of draft plan. A well-advertised public input session will present the findings of the draft plan to the general public and relate to the public's initial concerns. This stage may also include meetings with various local boards for additional input.
7. Preparation of final Resiliency and Hazard Mitigation Plan. Using input received, revisions will be made to the draft plan. A final public presentation will be held. The intention is for the final plan to be adopted by the Board of Aldermen for the City of New Bern.

The Development Services Department will be available to consult and direct in data gathering, meeting and event planning and general coordination.

The City and the most qualified proposer may agree to mutually amend the scope of services in order to accomplish the project as described. All amendments to the scope of services shall be in writing.

Submittal Requirements:

Firms wishing to be considered for the study are expected to be architect/engineering/planning consultants with expertise and experience developing municipal coastal resiliency, hazard mitigation and land use plans.

Submissions shall include:

1. A detail statement of qualifications of the firm and any sub-consultants.
2. Information on specific experience with similar projects including any experience with municipal coastal resiliency, hazard mitigation and land use planning. Include sample copies of any completed studies or website links where they are posted.
3. Demonstration of experience in working with appointed and executive bodies in North Carolina.
4. Demonstration of experience in engaging the public in a similar planning study process. Description of experience with public outreach and approach to running a successful public planning event and meetings.
5. A list and curriculum vitae of the specific staff, including any partner entities, to be assigned to the project. Proposed project manager shall be identified.
6. A list of references for on-going and recently completed municipal/county planning projects including contact person and phone number.
7. Proposed work plan process, approach and timetable. A detailed description of the proposed work plan in response to the scope of work outlined in this document. Work plan shall include the respondent's proposed methodology, process, communication plan and timetable for completion.
8. Any additional information that will assist in evaluating the applicant's qualifications.
9. Other requirements, insurance and certification.
 - a. Certificate of insurance with the following limits:
Firm shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; "City of New Bern", PO box 1129, New Bern, NC 28563, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance, as required by the general statutes of the State of North Carolina, and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of services.
 - b. Certification:
A licensed Professional Architect or Engineer authorized to practice in the State of North Carolina shall be required for this project.
 - c. Equal Employment Opportunity Elements:

The City of New Bern reserves the rights to negotiate with any or all firms submitting qualifications. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit qualifications and firms using subcontractors must solicit such firms in the subcontracting process.

The City of New Bern is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

10. **Delivery:** In order to be considered for consulting work pursuant to this RFQ, firms must return **3** hard copies of proposals in a sealed envelope, as well as an electronic copy of all submission materials, by **5:00pm EST on Friday, January 10, 2020** to the office below. Sealed envelopes must be labeled "2019 Resiliency and Hazard Mitigation Plan" for reference.

City of New Bern
Development Services
Attn: Amanda Ohlensehlen, Community & Economic Development Manager
303 First Street, PO Box 1129
New Bern, NC 28563

Email: ohlensehlerna@newbernnc.gov

Responses received after the date and time listed will not be considered.

Evaluation and Award:

A. Selection Process:

A consultant selection committee comprising of City and community leaders will be formed to review all qualification submittals, and rank demonstrated competences and qualifications according to outlined specifications. The selection committee will make a final selection of the most qualified consultant for this project. Thereafter, the City of New Bern will negotiate a contract for those services at a fair and reasonable fee with the best-qualified firm. If a contract cannot be negotiated with the best-qualified firm, negotiations with that firm shall be terminated and initiated with the next best-qualified firm. The RFQ will not be deemed to be awarded until a written contract, has been fully executed by both parties. Sample Contract is included in RFQ.

B. Evaluation Criteria:

1. Qualifications and relevant experience of the firm and any proposed subconsultants in successfully preparing coastal resiliency, hazard mitigation and land use plans. Specific experience shall include but not be limited to the following:
 - GIS analysis of flood hazard risk
 - Devising engineering solutions to flood hazard risks related to public infrastructure, natural and historic resources
 - Land use planning
 - Preparing municipal plans with an emphasis on implementable recommendations
 - Successful engagement with the public in dialogues about coastal resiliency and hazard mitigation and public engagement
 - Creative, sustainable designs and regulatory approaches to the challenges of sea level rise and climate change
 - Revising municipal land use regulations in order to implement resiliency and mitigation goals
 - Emergency management planning related to flood hazards and storm surges
 - Experience evaluating and incorporating green infrastructure solutions where applicable and feasible.

2. Qualifications of key personnel, inclusive of any outside consultants to be assigned to the project.
 3. Ability to reach consensus through public engagement that results in completed planning projects.
 4. Demonstrated ability to meet schedules and deadlines. Some priority will be given to applicants who can commence work immediately.
- C. Critical Dates:
- December 18, 2019 is the last day to submit questions and requests for clarification on the RFQ at 5:00 PM (local time). All questions shall be in writing addressed to ohlensehlerna@newbernnc.gov. Answers to those questions shall be issued by addendum on December 19, 2019 by 5:00 PM EST (local time). Qualification Submittal Deadline is Friday, January 10, 2020 at 5:00 PM EST(local time). All qualification reviews will begin the week of January 13, 2020.



CITY OF NEW BERN

DEVELOPMENT SERVICES DEPARTMENT

303 First Street

P.O. Box 1129 - New Bern NC 28562

252-639-7580

Resiliency and Hazard Mitigation Plan

Reviewer: _____

Firm Name: _____

Review Section	Possible Points	Score
1. General Qualifications, Competence & Reputation of Firm and any Sub-consultants: - Qualifications and stability of firm - Reputation with previous clients - Grasp of Project Requirements and Criteria	10	0
2. Experience of firm working on similar projects: - Experience with municipal coastal resiliency - Experience with hazard mitigation plans - Experience with land use planning - Experience with green infrastructure solutions - Familiarity with City of New Bern. Familiarity with state and federal guidelines.	20	0
3. Demonstrated experience working with appointed/executive bodies in North Carolina: - Completed similar projects and worked with similar clients - Understanding of NC General Statutes - Preparing municipal plans with an emphasis on implementable recommendations	5	0
4. Demonstrated experience in public engagement planning processes: - Similar project planning and public engagement demonstrated - Approach and methodology of communication plan - Successful public dialogues about coastal resiliency measures - Ability to reach consensus through public engagement	10	0
5. Staff experience, certifications and access to expert team members: - Availability of staff to handle project and identified project manager - Ability to provide access to qualified project team members on a continual basis - Ability to commit available resources (current workload) to the project - Experience with GIS analysis of flood hazard risk - Experience devising engineering solutions to flood hazard risks related to public infrastructure, natural and historic/cultural resources	20	0
6. Reference Evaluation: - List of similar completed or on-going municipal/county projects - Firm reputation and demonstrated success / project delivery - Points of contact from other projects provide positive feedback - Demonstrated ability to meet schedules and deadlines	10	0

7. Workplan process approach and timetable: - Grasp of project guidelines / requirements - Design approach / methodology - Clear process and timetable - Strong communication plan Ability to commence work immediately - Demonstrate use of creative, sustainable designs and regulatory approaches to face the challenges of sea level rise and climate change	25	0
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8. Other Requirements / Additional Information to add to quality of submission: - To aid scoring in other categories (as appropriate)	0	0
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Total Score (100 Max)	0
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RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional engineering consultant services for City of New Bern in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name) _____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Bern or any person interested in the proposed contract; and

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

City of New Bern Affidavit

STATE OF NORTH CAROLINA
AFFIDAVIT
CITY OF NEW BERN

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 20____

Signature of Affiant

Print or Type Name

Notary Public Certification

State of _____, County of _____

Sign and sworn to (or affirmed) before me, this the _____ day _____, 20____.

Signature of Notary _____

My Commission expires _____

General Provisions

I-1.	Definitions	I-16.	Warranty
I-2.	E-Verify	I-17.	Item Substitution and Variation
I-3.	Conflicts of Interests	I-18.	Inspection and Acceptance
I-4.	Officials not to Benefit	I-19.	Availability of Funds
I-5.	Oral Representations	I-20.	Invoicing and Payment
I-6.	Non Appropriation	I-21.	Withholding
I-7.	Representations	I-22.	Contractor Liability
I-8.	Advertisements	I-23.	Termination
I-9.	Subcontracting	I-24.	Requests for Monetary or other Relief
I-10.	Assignment	I-25.	Notification of Debarment or Suspension Status
I-11.	Iran Divestment Act	I-26.	Equal Employment Opportunity
I-12.	Permits and Licenses	I-27.	Drug-Free Work Place
I-13.	Non-Waiver or Defaults	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-14.	Indemnity	I-29.	Standards
I-15.	Insurance	I-30.	Force Majeure
		I-31.	Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "City" refers to the City of New Bern Government activities and organizations.
 - B. "Contract" Identifies this contract or any modification thereto.
 - C. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the City utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the City.
- I-3. **Conflicts of Interests:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any City of New Bern Alderman, employee, or spouse of an employee/Alderman. For breach of either of the warranties, City of New Bern may terminate this and all other City of New Bern Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Alderman involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. The City of New Bern will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. The City of New Bern will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non Appropriation:** All funds for payment by the City under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Aldermen. In the event of non-appropriation of funds by the Board

Of Aldermen under the Contract, City will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and City shall not be obligated under this Contract beyond the date of termination.

- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of City of New Bern or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of City of New Bern Government. Any advertisement, including cents off coupons, by the Contractor which refers to City of New Bern activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by City of New Bern at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or City of New Bern's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
- A. Contractor shall indemnify, hold harmless and defend City of New Bern, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
 - 1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor;
 - 2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by City of New Bern, its representatives, or employees.
 - 3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
 - B. City of New Bern will give Contractor notice and an opportunity to defend.
- I-15. **Insurance:** During the term of the Contract, the Contractor or vendor 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 Contractor or vendor shall provide and maintain the following coverage and limits.
- A. **Worker's Compensation** – The Contractor or vendor 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, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any

work is sublet, the Contractor or vendor shall require the subcontractor 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 \$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.

I-16. **Warranty:** Contractor warrants that:

- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not “seconds” as the term is normally understood in the trade. This warranty shall survive acceptance by City of New Bern of the items and is in addition to other warranties of additional scope given by the Contractor to City of New Bern.
- B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to City of New Bern by any other clause of this contract.
- C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter’s Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
- D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to City of New Bern.

I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.

I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:

- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to City of New Bern activities do not include defective/non-conforming items.
- B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to City of New Bern rights under the warranty provisions contained herein.
- C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the City of New Bern shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor’s plant shall also be borne by the Contractor.
- D. In case of refund, the Contractor shall be liable to the City of New Bern for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
- E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.

I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the City for the purposes set forth in this agreement.

I-20. **Invoice and Payment:**

- A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:
 - 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 - 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, City of New Bern retains the right either to return the improper invoice to the Contractor for

correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.

- (c) Contract/Order Number.
- (d) Item Description and Quantity Shipped/Delivered.
- (e) Contract/Order Line Item Cost and Total
- (f) Any applicable sales tax
- (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.
- (h) "Ship To" address as shown on order or contract.
- (i) Freight charges (on FOB origin shipments).
- (j) Name, title and phone number of Contractor's contact person.
- (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office

3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.

B. Payment.

1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated City of New Bern Accounting office. Improper invoices may be returned without payment to the Contractor.
2. The next payment date for City of New Bern Contracts is established at 30 days after receipt of a proper invoice.
3. Payment is made:
 - (a) The date a check for payment is dated.
 - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by City of New Bern.
4. Any questions or inquiries concerning invoice payments should be directed to the City of New Bern Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** City of New Bern may withhold payment for amounts due or creditable to City of New Bern under this contract, E.G., returns, damage.

I-22. Contractor Liability:

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to City of New Bern associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. Termination:

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. City of New Bern by written notice may terminate this contract in whole or in part when it is in the best interest of the City of New Bern. To the extent that this contract is for services and is so terminated, City of New Bern shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
- C. Termination for Default. City of New Bern by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 1. the Contractor was not in default; or
 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."

D. The rights and remedies of City of New Bern provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

- I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.
- I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred, or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.
- I-26. **Equal Employment Opportunity:** The contractor 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.
- I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.
- I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the City of New Bern Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.
- I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;
- The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.
- I-30. **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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- I-31. **Federal Funds:** If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):
- A. Equal Employment Opportunity (41 C.F.R. Part 60);
 - B. Davis-Bacon Act (40 U.S.C. 3141-3148);
 - C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
 - D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
 - E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
 - F. Debarment and Suspension (Executive Orders 12549 and 12689);
 - G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
 - I. Record Retention Requirements (2 CFR § 200.324)

Exhibit A Federal Contracting Requirements

These Federal Contracting Requirements are incorporated into the Service Contract between the City and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor. By signing the Service Contract with the City, Contractor certifies that it has read and agrees to comply with all of the terms and conditions set forth below and that are incorporated into the Service Contract with the City and the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This document identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the City of New Bern or pass through entity in accordance with federal policy.

Mandatory Disclosure

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Subcontractors agrees to comply with the 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, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Clean Air Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the City immediately upon discovery. The Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The City may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non- defaulting party; or The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the City. By giving written notice to the Contractor, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) deliver to the City all Work Product; (c) allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the City disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The City Manager or their designee is authorized to terminate this Agreement on behalf of the City.

Audit. During the term of the Agreement and for a period of one year after termination or expiration of this Agreement for any reason, the City shall have the right to audit, either itself or through a third party, all books and record (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the City for the cost.

Remedies

Liquidated Damages: The City and the Contractor acknowledge and agree that the City may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the City of such failure, the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have: Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and Deduct any and all reasonable expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Contractor and, should the City's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the City shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the City may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the City seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction,

together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable

relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. *Withholding.*

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor

or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the

prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. *Apprentices and Trainees.*

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the

event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be

awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract

for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory.

Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, 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 Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal

Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

Insurance and Indemnity

INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$500,000 per accident and \$500,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

- (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage.
- (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- (c) Workers Compensation Insurance in an amount \$500,000 per occurrence.
- (d) Commercial Automobile Insurance in an amount \$1,000,000 per occurrence as applicable.

CONTRACTOR, upon execution of this Contract, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, 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 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

STATE OF NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

COUNTY OF CRAVEN

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of New Bern, a North Carolina municipal corporation, hereinafter referred to as the "CITY", and _____, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY desires to retain and engage the CONSULTANT to perform certain professional services hereinafter described, and further that the parties hereto desire to reduce the terms of this Agreement to writing:

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Term of Agreement. The term of this Agreement shall commence as of the date set forth above and continue through to the completion of the project unless sooner terminated as provided herein.

2. Consultant's Services. The CONSULTANT hereby agrees to perform, in a manner satisfactory to the CITY, professional and timely services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit "A" shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control. The parties hereto further agree that the terms, conditions and requirements as set forth in any Request for Qualification ("RFQ") put forth by CITY and responded to by CONSULTANT shall be binding upon the parties to the extent that they do not conflict with the provisions as set forth herein, said RFQ, if applicable, being attached hereto as Exhibit "B" and incorporated herein by this reference.

3. Compensation to Consultant. The CITY hereby agrees to pay to CONSULTANT the amount not to exceed _____ dollars (\$_____) for services as provided herein. In the event that CONSULTANT should fail to provide the services as set forth above, CITY shall be entitled to a refund of its payment(s) to CONSULTANT. Payment will be made within 30 days after receipt of an approved invoice.

4. Termination. CITY shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days written notice to the other party.

5. Records. The CITY has the right to audit all records pertaining to this Agreement both during its performance and after its completion. Further, upon termination of this Agreement, the

CONSULTANT shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials produced by CONSULTANT in connection with services rendered pursuant to this Agreement. If compensation for expenses shall be provided to CONSULTANT, the CONSULTANT shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to the CITY upon request.

6. Ownership of Documents. The CONSULTANT agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the CITY, and the CONSULTANT shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the CONSULTANT shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials received or obtained from the CITY in connection with services rendered pursuant to this Agreement.

7. Independent Consultant. This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the CONSULTANT will be an independent consultant and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder. The CONSULTANT agrees that he/she/it is a separate and independent enterprise from the CITY; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY, and the CITY will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Indemnity. The CONSULTANT shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONSULTANT (or by any person acting for CONSULTANT or for whom CONSULTANT is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONSULTANT, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred

by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The provisions of this Section shall also include any claims for losses, injuries or damages, and wages or overtime compensation due the CONSULTANT's employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

- Representatives of the Parties. Amanda Ohlensehlen, Community & Economic Development
9. Manager, is designated as the CITY's contract administrator for this Agreement.

The contract administrator shall work with requesting department for monitoring the CONSULTANT's performance, coordinating the CONSULTANT's activities, approving all administrative requests by the CONSULTANT and approving all payments to the CONSULTANT pursuant to this Agreement. Further, any notice required to the CITY under this Agreement shall be sufficient if mailed to the CITY by certified mail as indicated below:

Amanda Ohlensehlen,Community &
Economic Development Manager
City of New Bern
P.O. Box 1129
New Bern, NC 28563

shall be the CONSULTANT's representative for this Agreement. Any
notice required to the CONSULTANT under this Agreement shall be sufficient if mailed to the
CONSULTANT by certified mail as indicated below:

10. Other Laws and Regulations. CONSULTANT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONSULTANT will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONSULTANT specifically acknowledges and agrees that CONSULTANT, and any subconsultants it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONSULTANT shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10

and §75-65.

11. Insurance Requirements.

A. Commercial General Liability

1. CONSULTANT shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent CONSULTANTS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The City of New Bern, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the CONSULTANT; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of New Bern, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The CONSULTANT's Commercial General Liability insurance shall be primary as respects the City of New Bern, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of New Bern, its officers, officials, and employees shall be excess of and not contribute with the CONSULTANT's insurance.
6. The insurer shall agree to waive all rights of subrogation against the City of New Bern, its officers, officials, agents and employees for losses arising from work performed by the CONSULTANT for the City of New Bern.

B. Workers' Compensation and Employer's Liability

1. CONSULTANT shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000.00 each accident for bodily injury by accident, \$500,000.00 each employee for bodily injury by disease, and \$500,000.00 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the City of New Bern, its officers, officials, agents and employees for losses arising from work performed by the CONSULTANT for the City of New Bern.

4. The U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways.
5. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

C. Business Auto Liability

1. CONSULTANT shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000.00 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. CONSULTANT waives all rights against the City of New Bern, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to Section 11.C.1 of this agreement.
6. The CONSULTANT's Business Auto Liability insurance shall be primary as the City of New Bern, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of New Bern, its officers, officials, and employees shall be excess of and not contribute with the CONSULTANT's insurance.

D. Professional Liability Insurance

1. CONSULTANT shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONSULTANT's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 1,000,000.00 per claim.
2. If coverage required in paragraph 1. above is written on a claims-made basis, the CONSULTANT warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

1. The CONSULTANT shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of New Bern is an insured under the policy.

F. Miscellaneous Insurance Provisions

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

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to the City of New Bern, PO Box 1129, New Bern, NC 28563.
2. If CONSULTANT's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of New Bern.

H. Evidence of Insurance

1. The CONSULTANT shall furnish the City of New Bern with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of New Bern with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Sub Consultants

CONSULTANT shall include all sub consultants as insureds under its policies or shall furnish separate certificates for each sub consultant. All coverage for sub consultants shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONSULTANT's coverage, and the CONSULTANT shall be responsible for assuring that all sub consultants are properly insured.

J. Conditions

1. The insurance required for this contract must be on forms acceptable to the City of New Bern.
2. The CONSULTANT shall provide that the insurance contributing to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the CONSULTANT without prior written approval of the City of New Bern.
3. The CONSULTANT shall promptly notify the Safety Officer at (252) 639-7574 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. The City of New Bern reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of the City of New Bern to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of New Bern to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance.
6. By requiring insurance herein, the City of New Bern does not represent that coverage and limits will necessarily be adequate to protect the CONSULTANT and such coverage and limits shall not be deemed as a limitation of CONSULTANT's liability under the indemnities granted to the City of New Bern in this contract.
7. The City of New Bern shall have the right, but not the obligation of prohibiting CONSULTANT or any sub consultant from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of New Bern.

12. No Presumption. None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

13. Entire Agreement and Amendment. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

14. No Assignment. No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

15. Conflict of Interest. No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

16. Non-Waiver of Rights. It is agreed that the CITY's failure to insist upon the strict

performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

17. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

18. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of this Agreement.

19. Interpretation/Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be New Bern, Craven County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

20. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

21. Time. Time is of the essence in this Agreement and each and all of its provisions.

22. Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. CONSULTANT acknowledges that City reserves all immunities, defenses, rights or actions arising out of City's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of City's entry into this Agreement.

23. Non-Appropriation. In the event no City funds or insufficient City funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the City will immediately notify CONSULTANT of such occurrence and this Agreement shall create no further obligation of the City as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

24. Authority to Act/IDA Certification. Each of the persons executing this Agreement on behalf of CONSULTANT does hereby covenant, warrant and represent that the Organization is a duly organized and validly existing _____, that the _____ has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONSULTANT were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes.

25. Non-Discrimination. CONSULTANT will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONSULTANT will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY's option, in a termination or suspension of this agreement in whole or in part.

26. E-Verify. As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if Seller provides the services to the City utilizing a subcontractor, Seller shall require the subcontractor to comply with requirements of Article 2 Chapter 64 of the General Statutes as well.

27. Iran Divestment Act Certificate. CONSULTANT certifies that, as of the date of this agreement, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 147-86.59, CONSULTANT shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

28. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

29. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONSULTANT or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONSULTANT shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONSULTANT shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONSULTANT to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONSULTANT shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONSULTANT agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have each executed this Agreement in duplicate originals, one of which shall be retained by each of the parties.

CITY OF NEW BERN

By: _____
Mark Stephens, City Manager

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

This ____ day of _____, 20____.

Lori Mullican, Interim Finance
Officer
(if applicable)

Project Number: _____
Account Number: _____
Amount of Contract: _____
Requisition/PO Number: _____
Federal ID Number: _____

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a Notary Public in said State and County, certify that Mark Stephens personally appeared before me this day and acknowledged that he is the City Manager of the City of New Bern, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of New Bern, the foregoing instrument was signed in its named by him as its Manager.

WITNESS my hand and notarial seal, this the ____ day of _____, 2020.

[SEAL]

Notary Public

My Commission Expires: _____

CONSULTANT

By: _____
President/Vice President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and acknowledged that
he (she) is President of _____, a corporation, and that by authority
duly given and as the act of the corporation, he(she) executed the foregoing instrument on behalf of the
corporation.

Witness my hand and official seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires:

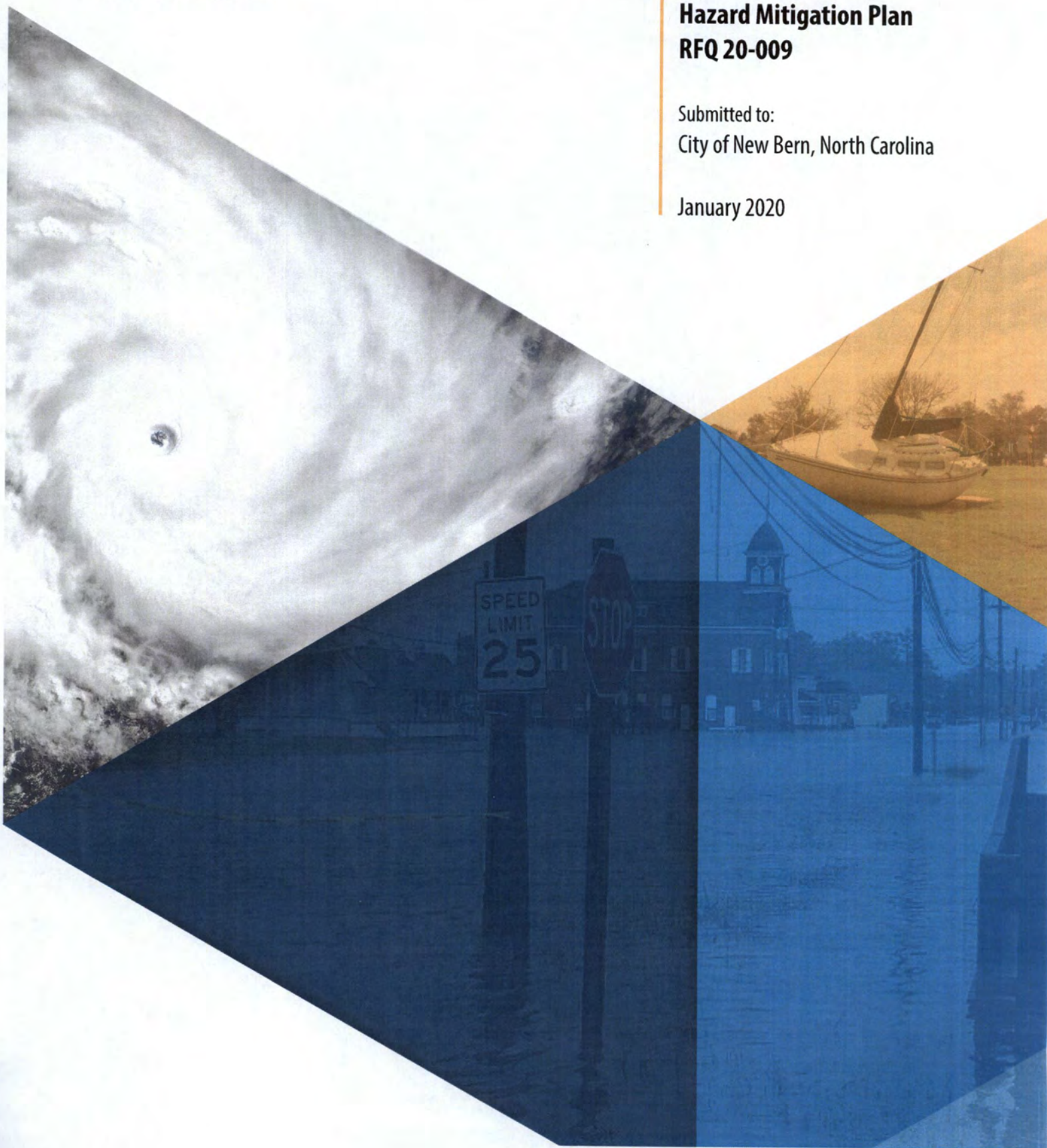
[SEAL]



**CITY OF NEW BERN
2019 Resiliency and
Hazard Mitigation Plan
RFQ 20-009**

Submitted to:
City of New Bern, North Carolina

January 2020





4700 Falls of Neuse, Suite 300
Raleigh, NC 27614
p 919.781.4626 f 919.781.4869
www.moffattnichol.com

January 10, 2020

City of New Bern, Development Services
Attn: Amanda Ohlensehlen, Community & Economic Development Manager
303 First Street
New Bern, NC 28563

Subject: Qualifications to Develop a Resiliency and Hazard Mitigation Plan

Dear Ms. Ohlensehlen and the Members of the Selection Committee:

The cornerstone of a community's resilience to natural and human-caused hazards is the development and implementation of a hazard mitigation plan that includes risk-based decision-making aimed at reducing damages and saving lives. This risk-based approach must look not only at today's current risk, but also forward to the changing conditions of tomorrow.

We understand the City of New Bern seeks to develop a City-wide Resiliency and Hazard Mitigation Plan to prepare for future sea level rise and climate change while instituting a strong and community focused public outreach program. This planning process can be conducted in accordance with mitigation planning requirements set forth by the Federal Emergency Management Agency (FEMA) and the State Hazard Mitigation Officer, but also to include enhanced features that support overall community resilience. Moffatt & Nichol recognizes the importance of meeting these planning requirements while first and foremost creating a meaningful and effective local mitigation program tailored to the City of New Bern.

We also understand the importance of maintaining eligibility for key sources of state and federal funding, such as the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) grant program (through FY19), the upcoming Building Resilient Infrastructure and Communities (BRIC) grant program, the Flood Mitigation Assistance (FMA) grant program, Public Assistance (PA) funding, including 406 Mitigation, and other relevant programs. These funding sources, among others, can be used to implement the actions identified through this planning process.

Moffatt & Nichol is a national leader in water practice, stormwater management, floodplain management, and all-hazards mitigation planning. We understand that the process of developing a plan is as important as the plan itself, and our talented technical staff have the planning, engineering, and scientific expertise to fully support that process. We are confident that our team of experienced hazard mitigation planners and risk assessment specialists possess the skills and knowledge necessary to prepare a meaningful resiliency plan for the City of New Bern.

The strength of our qualification statement is four-fold:

- M&N has direct, relevant experience working with the types of hazard-related issues present within New Bern, including, but not limited to, coastal and riverine flooding, stormwater flooding, storm surge, hurricanes and tropical storms, tornado activity, windstorms, hail, wildfires, drought, and extreme heat. While it is understood that the primary focus of this effort is on addressing the flood hazard, our team will create a flexible framework that can be used to address additional hazards in the future, should the City wish to expand its resiliency plan to cover multiple threats.

Amanda Ohlenschlen
City of New Bern
January 10, 2020

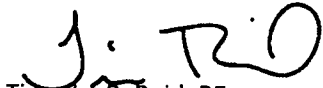
- To date, our staff has assisted more than 1,000 jurisdictions across the United States gain compliance with Stafford Act requirements through the completion and updating of FEMA-approved hazard mitigation plans and risk assessments.
- Members of our proposed project team have been engaged with FEMA and relevant national programs since the inception of the Disaster Mitigation Act of 2000 and have been involved in the development of state and federal hazard mitigation planning guidance and best practices. We have also worked proactively with communities to move beyond these minimum requirements to look at future risk, return on investment, and other advanced elements of resiliency planning.
- M&N thrives on the collaboration and teamwork of all relevant stakeholders and looks forward to working closely with the City of New Bern and its various departments; representatives from all participating municipal jurisdictions; local, regional, state and federal stakeholders; members of the public; and other interested parties.
- As we understand the City's desire to start working on the project as soon as possible, we are committed to beginning work immediately following Notice to Proceed.

The M&N team shares a passion and collective expertise in the identification, assessment, and reduction of risk to natural and human-caused hazards, particularly flooding. We are eager to work with the City of New Bern, residents, and other interested stakeholders to create a resiliency and hazard mitigation plan that accurately reflects local risks, both present and future, and includes meaningful strategies to enhance the safety and sustainability of the planning area.

Should you have any questions regarding our statement of qualifications, please feel free to contact Project Manager Mike Robinson at 984.239.2804 or by email at mrobinson@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL



Timothy R. Reid, PE

Vice President, Project Principal

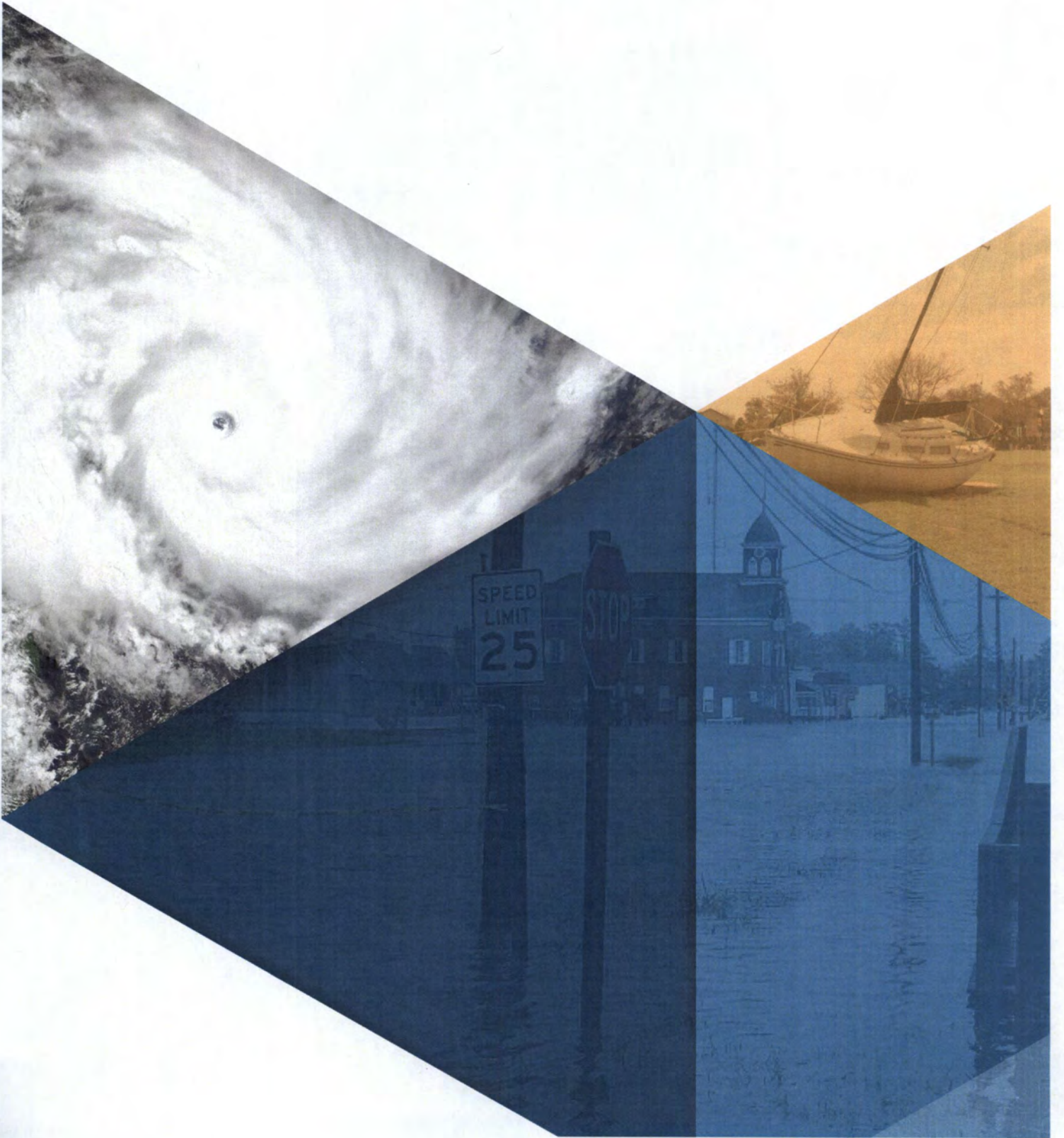


Michael J. Robinson, CFM
Project Manager



The Moffatt & Nichol Team

The Moffatt & Nichol Team





The Moffatt & Nichol Team

As we have proven for more than 70 years, Moffatt & Nichol's core business is the planning, design, and optimization of infrastructure, giving our team the ability to effectively identify vulnerabilities to keep the City of New Bern strong and prepared. While Hazard Mitigation Plans typically focus on a wide range of potential threats, the City's location at the mouth of the Neuse and Trent Rivers means that your primary threats are water and weather – Hurricane Florence is a testament to this. Our proposed team – in fact the bulk of our corporate history – is focused on the marine environment, and we bring the City of New Bern the most talented team of waterfront expertise available.

In the face of more extreme flood events, increases in precipitation, rising tides, extreme weather patterns, and other life-threatening natural hazards, local governments and agencies are confronted with daunting options. To make the best decisions to protect your community assets and populations, you need a comprehensive, defensible identification of the risks and hazards your community faces. Four basic components of a risk assessment are:

1. Hazard identification
2. Profiling of hazard events
3. Inventory of assets
4. Estimation of potential human and economic losses based on the exposure and vulnerability of people, buildings, and infrastructure



Our planners, scientists, and engineers specialize in infrastructure development and, combined with Project Manager Mike Robinson's risk assessment experience and that of our subconsultants, we can deliver your project to your expectations. We are prepared to assess the City's vulnerability to flooding and a range of other potential hazards and to develop an assessment and strategy to mitigate the impacts of these events.

In this section we have included brief qualifications for our Team member firms. We have included profiles of recent, relevant experience in the Performance Capability section, and qualifications for our key personnel are in the Performance Capability section.



Team Composition

Moffatt & Nichol, Inc.

Moffatt & Nichol was founded in 1945 to provide design engineering services to the United States Navy and the growing commercial waterfront in Southern California. Today, the firm has grown to more than 40 offices around the world with more than 850 professionals specializing in engineering projects in the coastal environment. Our staff includes the largest collection of coastal engineers of any consulting firm in the United States.



Moffatt & Nichol will primarily service this contract from our Raleigh office, which has more than 80 personnel, and our offices in Wilmington and Morehead City have additional personnel who can provide support where needed. Founded in 1981, our Raleigh office is the third largest in the firm and has worked up and down the East Coast on projects that enforce our clients' infrastructure for the future.



Moffatt & Nichol is a proven national leader in planning and design work that involves areas where the water meets the land, both in coastal regions as well as inland along our nation's rivers, streams, and lakes. Evidence of our success include our current *Engineering News-Record* (ENR) Overall and "Pure" Designers Rankings.

Through our history of work across the United States, we possess a thorough knowledge of relevant natural and human-caused hazard risks, appropriate mitigation planning methods and best practices, and intimate knowledge of FEMA's mitigation planning requirements as authorized through the Disaster Mitigation Act of 2000 (DMA 2000). In fact, our mitigation planning staff supported the development of FEMA's planning requirements (Interim Final Rule) and subsequent "How-To" planning guidance (FEMA 386 series) following their own implementation of successful local hazard mitigation planning initiatives in multiple states. Our lead mitigation planner was also involved in the drafting of FEMA's *Local Mitigation Plan Review Guide and Plan Review Tool*, as well as the current *Local Mitigation Planning Handbook* and other relevant FEMA publications. In addition, we are on the front lines of emerging practices in the resiliency space, participating in national working groups and policy making bodies helping to shape the resiliency ethic across the country.

Our mitigation planning staff maintain a current working knowledge of all elements that comprise a typical hazard mitigation plan, including the planning process, planning area profile, capability assessment, risk assessment (including hazard identification, hazards analysis, and vulnerability assessment), mitigation strategy (including goals, objectives, and individual mitigation action plans for each participating jurisdiction), and plan maintenance procedures. In addition to this, we understand the enhanced elements that make a true resiliency plan, such as establishing core tenants of local resiliency; evaluating sudden shocks and disruptors (such as flood events and hurricanes); looking at chronic, long-term stressors (such as economic, environmental, infrastructure, social, urban, and cultural factors); and potential accelerators (such as sea level rise, climate change, and new development in high hazard areas).

Moffatt & Nichol offers a highly trained team of professionals to assist with local planning efforts. This is demonstrated through the following summary of our staff resources and capacity:

- ♦ Our experienced, full-time lead resiliency and hazard mitigation planner has guided local communities through all phases of the mitigation planning process and has a proven track record of not only meeting but going beyond minimum state and federal standards.
- ♦ Our talented engineers, GIS specialists, and other technical staff are well-equipped to support our mitigation planning staff through all stages of the planning process, primarily with conducting multi-hazard risk assessments using best available data combined with innovative, state-of-the-practice methods.



- ♦ Moffatt & Nichol has a range of experience with different public involvement and stakeholder engagement techniques, including the development of town halls and other formats for public workshops; online survey questionnaires; news releases and public notices; presentations; and other tools and resources.

Moffatt & Nichol's hazard mitigation and floodplain management staff continue to lead at the national level through a variety of opportunities to help FEMA, the National Oceanic and Atmospheric Administration (NOAA), and other agencies and organizations across the United States meet the spirit and intent of DMA 2000. Our staff holds various leadership and committee positions with relevant professional associations such as the American Planning Association (APA), the Association of State Floodplain Managers (ASFPM), the ASFPM Foundation, several state chapters of the aforementioned associations, as well as many others. We are also active on numerous national policy advisory boards and committees and routinely speak as subject matter experts at relevant conferences and other events.

NEMAC+FernLeaf | Vulnerability Assessment

NEMAC+FernLeaf (N+F) is a public-private partnership that delivers localized quantitative climate resilience solutions. It is made up of private solutions firm FernLeaf Interactive and UNC Asheville's National Environmental Modeling and Analysis Center (NEMAC), a university research center. Based in Asheville, FernLeaf was formed in 2014 on the vision that data-driven decision making can maximize the effectiveness and equitability of climate adaptation. Their vulnerability and risk assessment specialists have purpose-built products and services entirely for community resilience. To assist local and regional governments in maintaining the relevance of their resilience plans, FernLeaf has developed AccelAdapt, a software product that provides communities affordable, interactive, and regularly updated vulnerability assessments for a full range of climate threats. The assessments are powered by a community's local asset data, such as buildings and property parcels, and the best available hazard data from trusted sources. AccelAdapt delivers a "living" vulnerability assessment that can respond to new information and data. NEMAC specializes in decision support methodologies for local, regional, and national decision makers, planners, and the public.

Together, N+F excels in climate and resilience assessment and communication by helping people to understand their region's main issues and make decisions in a complex and changing world. They co-developed the federal-standard Steps to Resilience Framework (in the U.S. Climate Resilience Toolkit) with NOAA.

The Craig Group | Historic Preservation

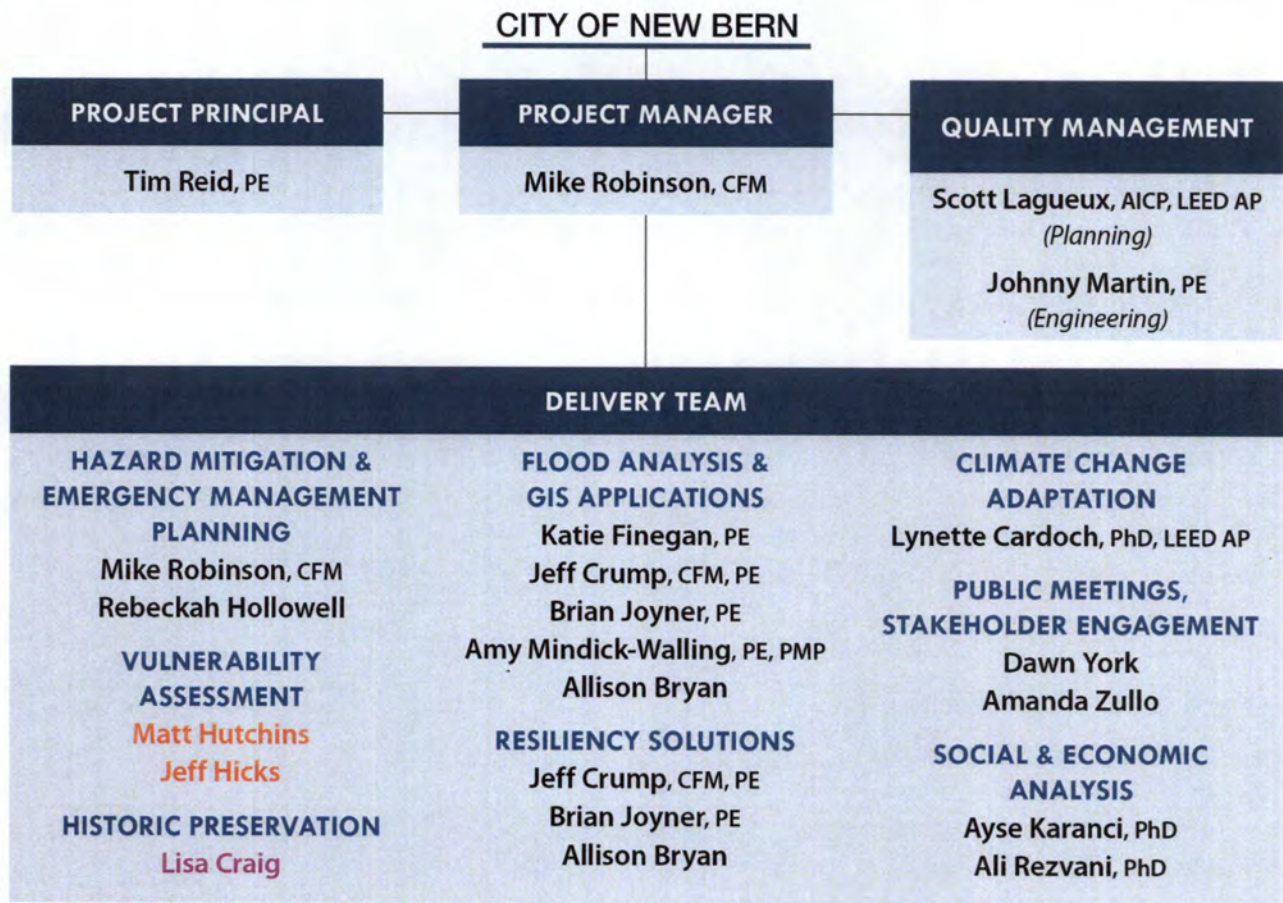
As a 30-year practitioner in the preservation field, Lisa Craig has worked in dozens of American communities where heritage is at risk and landmarks were lost. Her firm's role is to support local governments, community groups, cultural organizations, and other partners in valuing and protecting heritage assets. The firm promotes historic places as economic, resilient, dynamic, and creative community assets. The firm's approach to protecting historic communities begins with collaboration, bringing public and private partners together in the shared value of promoting historic places as the preferred place to live, work, and visit. They help communities decide what policies and plans are best suited to the protection of their historic places and how best to lead the effort to ensure a viable future for the past. The firm specializes in state and federal cultural resource compliance; preservation planning; hazard mitigation planning; vulnerability assessments; design guidelines; community engagement; and workshop management and facilitation, among their wide variety of expertise.

As more and more historic communities deal with the shock of natural disasters, preservationists and historic property owners must work together to increase resilience. Helping communities increase their capacity to survive, adapt, and grow while protecting the places that contribute to their collective identity requires collaboration, coordination, and consideration of vulnerable populations. The Craig Group offers an approach to resilience that

incorporates a FEMA-based disaster planning process that integrates historic places and cultural resources into future conditions planning.

Organization and Key Personnel

Moffatt & Nichol has assembled a team of professionals to complete this important Resiliency and Hazard Mitigation Plan and establish a positive working relationship with the City of New Bern to help chart a future to protect your vulnerable assets. Our goal is to outperform your expectations, creating a basis of trust to build upon to work with you into the future to fortify the City. Our complete team is illustrated here, and is followed by brief resumes for our project team members.



LEGEND – Moffatt & Nichol • NEMAC+FernLeaf • Craig Group



Mike Robinson, CFM | Project Manager, Mitigation Planner, Emergency Planner

Mike has a 19-year background in hazard mitigation planning, resiliency, floodplain management, and emergency management, coupled with field-tested training and practical experience in risk assessment, risk analysis, and risk communication. He has worked closely with local, state, and Federal government agencies throughout the United States in the development and implementation of risk reduction programs aimed at minimizing the impacts of future disasters.

Mike's experience includes a wide range of natural and human-caused hazards present within the United States, including all types of flooding. He has contributed to a number of FEMA publications and guidance documents related to hazard mitigation planning, including the *Local Mitigation Planning Handbook* (FEMA, 2013) and *Integrating Hazard Mitigation into Local Planning* (FEMA, 2013). He maintains a thorough working knowledge of relevant programs and policies and has conducted or supported mitigation planning efforts that cover more than 1,000 local jurisdictions around the country. His experience includes:

Years of Experience

19

Education

BS, Business Administration,
1998

Registration, Certification

Certified Floodplain Manager



- ♦ **Elizabeth City/Charles Creek Flood Mitigation Plan, Elizabeth City, NC.** Technical review of draft plan, with particular emphasis on post-flood recovery strategies to improve resilience, public involvement, and stakeholder engagement.
- ♦ **Joint Land Use Study Addendum: Resiliency and Adaptation, Hampton-Langley Air Force Base, VA.** Technical review of report, with particular emphasis on climate change and sea level rise considerations and recommendations for adaptation actions.
- ♦ **Hurricane Matthew Resilient Redevelopment Planning, North Carolina Emergency Management (NCEM).** One of several lead planners responsible for working with the 50 North Carolina counties impacted by Hurricane Matthew in 2016 to develop local resilient redevelopment plans, primarily addressing the flood hazard. This involved a series of local stakeholder engagement meetings, public meetings, and plan writing to accomplish the goal of identifying unmet needs in the affected counties and appropriate mitigation actions.
- ♦ **State of North Carolina School Risk Management Planning Initiative, NCEM.** Lead planner for a statewide initiative led by NCEM to support all school districts in North Carolina in the use of the School Risk Management Plan (SRMP) tool as part of the NCEM Risk Management Portal. Focus of this study is to identify potential mitigation actions that can be implemented at the school and school district level to help reduce the state's overall risk to natural, accidental and intentional hazards, such as campus flooding and active shooter scenarios.
- ♦ **North Carolina Integrated Hazard Risk Management (IHRM), NCEM.** As a leading member of the Mitigation Work Group, assisted with the development and demonstration of a strategy to reduce natural hazard risk through the State's IHRM approach. IHRM is a multi-year national pilot study funded by FEMA, focused on integrated and enhanced risk management processes, data, methodologies, and communication tools associated with natural hazard identification, risk assessment, risk communication, and mitigation.
- ♦ **Multi-jurisdictional Hazard Mitigation Plan Update, Mecklenburg County, NC.** Lead planner for the 2015 FEMA-compliant update of the Mecklenburg County Multi-jurisdictional Hazard Mitigation Plan, which includes the major North Carolina city of Charlotte. The plan covers 12 natural hazards, including the potential impacts of certain events on critical infrastructure and utilities, a new element for the 2015 plan update. Other considerations included mitigation actions and supporting documentation to improve the County's Community Rating System (CRS) score under the National Flood Insurance Program (NFIP).



- ♦ **Eno-Haw Regional Hazard Mitigation Plan, Alamance, Durham, and Orange Counties, NC.** Lead planner for the regionalization and update of the three county-level plans for Alamance, Durham, and Orange counties, covering a total of 17 individual participating jurisdictions and 10 natural hazards. Other considerations include mitigation actions and supporting documentation to improve the County's Community Rating System (CRS) score under the National Flood Insurance Program (NFIP).
- ♦ **Unifour Regional Hazard Mitigation Plan, Alexander, Burke, Caldwell, and Catawba Counties, NC.** Lead planner for the successful regionalization and update of the four county-level plans for Alexander, Burke, Caldwell, and Catawba counties, covering a total of 28 individual participating jurisdictions and 12 natural hazards.
- ♦ **Multi-jurisdictional Hazard Mitigation Plan Update, Monterey County, CA.** Lead planner for the 2014 FEMA-compliant update of the Monterey County Multi-jurisdictional Hazard Mitigation Plan, which covers a total of 13 individual participating jurisdictions. This planning process was part of a national pilot project funded by FEMA, the National Oceanic and Atmospheric Administration (NOAA), the National Association of Counties (NACo), and Monterey County. The project focused on the seamless integration of data, tools, and resources, specifically for climate change and social vulnerability.
- ♦ **Commonwealth of Massachusetts State Hazard Mitigation and Climate Adaptation Plan Update.** One of several lead planners responsible for supporting the statewide risk assessment update to include updated risk information, the addition of new natural hazards, and the incorporation of the effects of climate change drivers, stressors, and indicators on each hazard.
- ♦ **HUD and NOAA Pilot Project: Enhancing Community Resilience through Integrated Risk Modeling.** Lead planner for a pilot project with the Department of Housing and Urban Development (HUD) and NOAA Office for Coastal Management, in partnership with the APA, ASFPM, and NACo, to explore and document strategies for more effective integration of risk modeling and risk assessment resources into the larger array of local community planning processes.
- ♦ **Mitigation Assessment Team (MAT) Report: Midwest Floods of 2008 (FEMA P-765), FEMA Building Science Branch, Washington, DC.** Provided technical writing support for this post-flood evaluation document developed by the FEMA Building Science Branch on the Midwest Floods of 2008 in Iowa and Wisconsin. This project was funded under FEMA's Technical Assistance and Research Contract.



Tim Reid, PE | Project Principal

Tim, a firm vice president, manages our Raleigh office, overseeing its day-to-day operations and having responsibility for assigning office resources to furnish timely and accurate project completion. He was the project manager for the Craven County Convention Center and the Fire Department Headquarters, both in New Bern. He has led the infrastructure planning and design for a wide variety of projects, including greenfield, brownfield, domestic, and international locations. His civil engineering experience also includes planning, design, and construction document preparation for a variety of projects, such as stormwater management facilities, drainage systems, military and industrial pavements, traffic staging/control, highways, utilities, and erosion control plans. His regional experience includes:



Years of Experience

35

Education

BS, Civil Engineering, 1984

Registration, Certification

Professional Engineer – South Carolina, Florida, Georgia, Kentucky, Louisiana, North Carolina, Ohio, Texas, Virginia

- ♦ **Princeville Flood Resiliency Study, Princeville, NC.** Project Principal for this project to analyze the Town of Princeville's flood vulnerability as part of the Governor's Hurricane Matthew Disaster Recovery and Resilience Initiative.
- ♦ **Inland Greens Park and Stormwater Design, Wilmington, NC.** Civil engineer and QA/QC reviewer for this project to convert the front nine of the Inland Greens Golf Course into a city park and provide stormwater retrofits within the existing Inland Greens subdivision, so that the drainage system meets current stormwater quality regulations to the maximum extent practicable while also providing additional flood relief to the subdivision and adjacent properties.
- ♦ **State-Maintained Stormwater Ocean Outfalls Pilot Study, Nags Head and Kill Devil Hills, NC.** Senior Civil Engineer for a pilot project to improve effluent water quality from state-maintained ocean outfalls that drain barrier island watersheds with land use of primarily residential/vacation homes. For selected BMPs, Tim provided technical input to and QA/QC of design and construction documents for their installation to treat runoff from various groups of outfalls.
- ♦ **Cavalier Drive Drainage Improvements, Wilmington, NC.** Project Principal who provided QA/QC management for preliminary concept development for alternatives to alleviate flooding in the Cavalier Drive subdivision due to an inadequate drainage ditch. Both alternatives involved installing a parallel drainage system to provide relief to the undersized existing infrastructure and disconnecting the drainage from adjacent systems. Reviewed designs for both constructability and cost effectiveness.
- ♦ **Whalehead Subdivision Stormwater Management System Master Plan and Design, Bodie Island, NC.** Project Principal for preliminary and final design, design report, and construction documents for phased construction of the selected stormwater management alternative, a groundwater lowering system utilizing a typically dry basin collection system for infiltration with a lift station and force mains to convey groundwater and infiltrated stormwater to two existing soundside ponds. Provided system layout within the 590-acre watershed, including collection basins and force main routing to the three alternative discharge locations. In addition, provided design and construction documents for incidental, associated civil site work items such as grading, sidewalks, and paving.
- ♦ **Gay Branch and Springfield Road Drainage Improvements, Rocky Mount, NC.** Project Principal who provided QA/QC review for concept development, final designs, and construction documents for three projects to help alleviate nuisance flooding. Alternatives included bypass channels, culvert replacement, floodplain grading, and storage creation. Reviewed designs for both constructability and cost effectiveness. Retrofit of available NCDOT box culverts was included in the design to save the city money.



Scott Lagueux, AICP, LEED AP | Quality Manager: Planning

Scott specializes in waterfronts, resorts, and international development and has completed urban and commercial waterfront projects throughout the US and in more than 70 countries. With 23 years as a consultant, Mr. Lagueux has led a broad spectrum of planning engagements, inclusive of strategic planning, master planning, market analysis, feasibility study, project criteria development, and concept design, as well as input to associated economic impact analysis and environmental studies for both large- and small-scale projects. Beyond planning, he has carried projects through analysis, design, and construction document preparation to bid and construction services. His experience includes:

Years of Experience

23

Education

MA, Urban and Regional Planning, 2002

BS, Business Administration, 1991

Registration, Certification

American Institute of Certified Planners

LEED AP BD+C



- ♦ **Waterfront Vision and Strategic Master Plan, City of Washington, NC.** Project manager and lead planner for a 20-year-horizon vision for the City's waterfront and adjacent portions of its historic downtown. Led the project effort which included traditional land use and planning components, but also focused on achieving a product that would guide the community to visualize its preferred future, while pointing toward a mutually agreed-upon direction for citizens, investors, and others. Study products visually and strategically reinforced the Washington Downtown Harbor District's new brand by providing a vision community leadership and citizens could rally behind to market themselves and prioritize investment dollars. Led three highly collaborative public workshops with participation by more than 450 citizens. The plan included actionable steps for implementation across five phases. Implementation identified core initial investment foundational to long-term plan success and established a positive mix of revenue-generating enhancements with those that were revenue neutral or negative.
- ♦ **Swan Quarter Waterfront Redevelopment, Hyde County, NC.** Project manager and lead planner in the preparation of a master plan for properties along Landing Road, inclusive of public and private fishing and recreational facilities. The project effort included site analysis, stakeholder outreach, community charrette, alternatives development, implementation strategy and funding identification. The end result was a balanced plan that outlined both in plan and three-dimensional graphics a multi-user fishing and recreational boat operations areas, as well as public access, interpretive, environmental, and fishing heritage elements.
- ♦ **Bucktown Harbor Vision Plan, Jefferson Parish, LA.** Project manager and lead planner for the renewal of Jefferson Parish's Bucktown Harbor Marina vision plan, revitalizing a 30-acre parcel along Lake Pontchartrain into an active, public, and vibrant recreational destination. Project responsibilities involve varied community outreach engagements to establish a program and framework for the design development of recreationally based upland concepts, in-water, and associated commercial facilities.
- ♦ **Upland Planning for Waterfront and Docks, City of Ketchikan, AK.** Project manager for ongoing planning and design of logistics zones, streets and pedestrian facilities able to adapt to larger cruise vessel and guests flows over the next 15 years. Work involves building models of vehicular and pedestrian flows using VISSIM and VISWalk to establish the current activity baseline and then develop incremental scenarios of larger volumes over time. Based on model results, follow-on planning and design work involves redevelopment of waterfront facilities covering approximately 20 acres.
- ♦ **Port of Pensacola – Vision Plan & Reinvestment Strategy, Pensacola, Florida.** Lead planner directing the visioning and strategy effort, with initial data collection and planning tasks already underway. The Port of Pensacola's 50 acres of facilities and infrastructure requires continual maintenance and upgrade to remain competitive. The goal of this effort is to assemble a plan for Port of Pensacola that provides a compelling, community driven vision for the future.

Johnny Martin, PE | Quality Manager: Engineering

Johnny, who is full trained in Moffatt & Nichol's Quality Management System, provides water resources and hydraulic engineering for projects ranging from stormwater management through flood mitigation to large watershed studies. He specializes in hydraulic engineering and numerical modeling of the hydrodynamics of flow in hydraulic systems, and has experience in North Carolina Division of Coastal Management Coastal Area Management Act (CAMA) and North Carolina Division of Water Quality permitting requirements for stormwater projects within the coastal plain of North Carolina. His experience includes:

Years of Experience

25

Education

MS, Civil Engineering
(Water Resources), 1997

BS, Civil Engineering, 1992

Registration, Certification

Professional Engineer – North Carolina,
Georgia



- ♦ **Princeville Periodic Flood Reduction Analysis, Princeville, NC.** Senior hydraulic engineer responsible for providing quality review of model development and design documents associated with this project to analyze the Town of Princeville's flood vulnerability as part of the Governor's Hurricane Matthew Disaster Recovery and Resilience Initiative. Moffatt & Nichol developed a complex XPSWMM 1D/2D model of the Tar River, existing levee, bridges and interior drainage system of Princeville. The calibrated model was then used to evaluate various solutions for reducing flooding in the Town, which included concepts such as adding backflow preventers to culverts, plugging ditches, additional levees, bridge extensions and river widening, and a large bypass channel. A backflow preventer has since been installed on one culvert and four ditches have been raised, which the models have shown will provide some flood reduction benefit.
- ♦ **Ohio Creek Neighborhood Transformation National Disaster Resilience Competition (NDRC) Design, Norfolk, VA.** Senior civil/coastal engineer participating in the design of coastal storm surge mitigation and drainage system improvements in Chesterfield Heights, Grandy Village and the adjacent Ohio Creek watershed. The project utilizes a NDRC grant to design and implement a complex project to mitigate flooding due to both coastal storm surge and precipitation (separate or combined events), and the design includes mitigation for Sea Level Rise (SLR) expected to occur over the project's design life.
- ♦ **Saint Roch Drainage Improvements, New Orleans, Louisiana.** Senior hydraulic engineer responsible for providing quality review for this City of New Orleans Department of Public Works Green Infrastructure FEMA Hazard Mitigation Grant Program Project to design large-scale subsurface drainage improvements and implement green infrastructure on the surface in a 17-city-block portion of the historic Saint Roch neighborhood to address chronic flooding and improve community livability and resilience.
- ♦ **Inland Greens Park and Stormwater Design, Wilmington, NC.** Assistant project manager and senior hydraulic engineer for this project to convert the front nine of the Inland Greens Golf Course into a city park and provide stormwater retrofits within the existing Inland Greens subdivision so that the drainage system meets current stormwater quality regulations to the maximum extent practicable while also providing additional flood relief to the subdivision and adjacent properties. The existing ponds on the golf course, which show localized bank failure, will be treated with stream bank stabilization techniques. The pipes connecting the ponds will also be modified and replaced with larger pipes and control structures to meet the water quality and flood relief objectives.
- ♦ **Hydrologic and Hydraulic (H&H) Engineering Open-End Contract, Rocky Mount, NC.** Project manager and lead H&H engineer/modeler for task orders issued during the contract. The task orders include Nelson Street, Pearl Street and Oakwood Park Studies; South Pine Street Study; and Gay Branch and Springfield Road Drainage Improvements.

Rebeckah Hollowell | Mitigation Planner

Rebeckah is an environmental scientist whose expertise includes wetland and stream ecology, natural resource management, environmental planning, NEPA/SEPA, GIS, stream restoration, wetland mitigation, natural hazards mitigation, and environmental permitting. She provides GIS support for various environmental, planning, and project development tasks. Her experience includes:

- ♦ **Assessing Aquatic Connectivity in the Black River Watershed, Cape Fear River Basin, Bladen and Pender Counties, NC.** Project scientist involved in a field collection and data analysis effort to assess aquatic connectivity in the Black River Watershed. Responsibilities included being the assistant project manager, assist in leading project team and public information meetings, creation of GIS mapping, leading the field collection efforts, assisting with ground truth field investigations with Moffatt & Nichol hydraulic engineers, and assisting in documenting the results of these analyses. Responsibilities also include assisting to write other grant applications to carry this project forward through project implementation/construction.
- ♦ **Pamlico Sound Oyster Reef, Pamlico Sound, NC.** Project scientist responsible for assisting in water quality data acquisition and analysis. Analysis included chart and GIS map creation. Responsibilities also included the technical review of the Environmental Assessment.
- ♦ **NCDOT Project ATLAS – Wetland Verification, Various Locations, NC.** Project scientist involved in a field collection and data analysis effort to verify wetland locations for NCDOT as part of their Project ATLAS. Responsibilities included assisting data collection in the field and generating a GIS database of the data collected.
- ♦ **Data Mining and Literature Review, Southern Environmental Law Center (SELC), NC.** Project scientist involved in a data mining and literature review project for the SELC with regards to the potential effects of a revised definition of “Waters of the United States”. Responsibilities included obtaining Division of Water Resources (DWR) field maps of stream origins by ecoregion in North Carolina, analyzing the field maps to determine the length of intermittent and perennial streams in the Level IV ecoregions of North Carolina, analyzing field maps of wetland delineations to determine the various types of wetlands by acreage, and assist in documenting the results of these analyses.
- ♦ **Stream Determinations and Buffer Consultations, Various Locations, NC.** Project scientist that assisted John Dorney at Moffatt & Nichol with stream determinations, stream buffer consultations, and complex permitting issues for various clients around the state. Responsibilities included GPS data gathering, GIS mapping, field investigations, and environmental documentation. Site locations in North Carolina have included Cary, (Wake County), Durham, (Durham County), Clayton, (Johnston County), and Raleigh (Wake County).
- ♦ **NCDOT Field Scoping Meeting (FSM) 17 Division 7 Bridges – 15, Various Locations, NC.** Project scientist involved in NCDOT Programmatic Categorical Exclusion (PCE) and FSM worksheet documents preparation. Responsibilities included GIS map creation of the bridge locations and environmental features, as well as, PCE checklist and FSM worksheet writing.
- ♦ **NCDOT Rail Division Belmont Trail Final Design, Belmont, NC.** Project scientist involved in NCDOT PCE document preparation. Responsibilities included GIS mapping, gathering photographs of the project site, as well as, PCE checklist, Natural Resource Technical Report, and Community Studies writing.

Years of Experience

2

Education

MS, Plant & Environmental Sciences, 2017

BS, Biological Sciences, Cum Laude, 2016

Registration, Certification

Certified Stormwater Plan Reviewer





Katie Finegan, PE | Flood Analyst

Katie has provided water resource, coastal, and environmental engineering services on more than a dozen Moffatt & Nichol projects since joining the firm full-time in 2014. She is experienced in hydraulics and hydrology, coastal engineering, solid waste management, and air quality. She has provided these services for clients throughout coastal North Carolina, South Carolina, southern Virginia, and New York City. Her experience includes:

Years of Experience

5

Education

MEng, Environmental Engineering, 2017

BS, Environmental Engineering, 2014

Registration, Certification

Professional Engineer – North Carolina



- ♦ **New Hanover County Risk Reduction Study and Refined Modeling, New Hanover County, NC.** Coastal engineering intern for the risk reduction study, who calculated background erosion rates for Carolina Beach, Kure Beach, and Wrightsville Beach using historical nourishment data, to produce 15-year projected shorelines with no project. Compared these results with GenCade 15-year projected shorelines with no project. Use GIS to evaluate the number and cost of structures and infrastructure at risk to justify the cost of future nourishment projects. For the refined modeling assisted with SBEACH modeling for Carolina Beach, Kure Beach, and Wrightsville Beach. Developed and calibrated representative profiles for each beach using historical storm data. Assisted with developing project templates based on available borrow area volume. In SBEACH provided assessment of performance of the various project templates based on comparing future with project against current levels of protection. Templates were also modeled in GenCade and DELFT2D to observe shoreline position in relation to infrastructure and longshore transport patterns.
- ♦ **Greens Mill Run Watershed Master Plan, Greenville, NC.** Water resources engineering intern who provided watershed master planning for Greens Mill Run, the largest and most urbanized of the City of Greenville's watersheds. Provided mapping services and hydraulic and hydrology modeling (including HEC Geo-HMS and HEC-RAS) to identify and prioritize capital improvement projects.
- ♦ **North Carolina Beach and Inlet Management Plan UPDATE, Statewide.** Coastal engineering intern who assisted with the update to the comprehensive beach and inlet management plan (BIMP) to refine potential strategies and funding needs to maintain beach and inlet characteristics at levels determined from analysis of historic, current, and forecasted future positions and composition. Gathered data to update statewide beach nourishment and dredging databases by providing, location, date, extent, quantity, source, total project cost, and method of material delivery to site (pipeline, hopper dredge, etc.). Participated in a series of public presentations seeking input on potential sources of revenue for beach nourishment and channel maintenance projects. Wrote multiple sections of final report.
- ♦ **Federal Emergency Management Agency (FEMA), Coastal Support and Hurricane Disaster Recovery – Hurricane Irma (2017/2018), Georgia.** Program delivery manager who served over 150 days in Georgia in continuation of recovery efforts for Hurricane Irma. The work included developing project reports as part of FEMA's Public Assistance Program. Reviewed technical reports, provided briefings to FEMA, and estimated quantities and costs to repair damaged facilities that were damaged because of Hurricane Irma.
- ♦ **Wallops Island Shoreline Monitoring and Analyses Program, Wallops Island, VA.** Coastal engineering intern who assisted with analysis of semi-annual monitoring data. Analyzed shoreline and volume changes along the beach from the previous survey as well as assess the condition of the beach as compared to the USACE design and construction templates using BMAP. Helped assess the need for re-nourishment of the USACE project within each reach recommendations are provided to the USACE and NASA in a final report.



Jeff Crump, PE, CFM | Flood Analyst

Jeff has 12 years of experience managing complex hydrology and hydraulic studies, drainage analyses. He provides hydraulic and hydrologic modeling of alluvial fans, bridge replacements, floodplain inundation, sediment transport, scour analysis, dam break, and dam inundation studies, and has managed and completed drainage studies for commercial and residential site improvements and provided Storm Water Pollution Prevention Plan (SWPPP) development services for construction projects, including development review services. Stormwater quality services include LID design, BMP sizing, Hydromodification Management Plans (HMP), and drainage analysis. His experience includes:

Years of Experience

12

Education

MSCE, Civil Engineering/
Water Resources, 2014

BSCE, Civil Engineering, 2007

Registration, Certification

Professional Civil Engineer – California

Certified Floodplain Manager



- ♦ **San Diego River Watershed, Prop 1 BMP Effectiveness Evaluation, County of San Diego, CA.** Project Manager. The Trash Amendments to the NPDES permits will require permittees to evaluate and reduce the amount of trash conveyed through their MS4 systems. This pilot study assesses the effectiveness of BMPs such as organized trash cleanups, trash receptacles, and public outreach in reducing trash generation rates. The project also included preparation of a project Work Plan and QAPP.
- ♦ **Rancho Del Oro Detention Basins, Oceanside, CA.** Project Engineer. Responsible for hydraulic and hydrology calculations for the design of two in-line detention basins on Loma Alta Creek that will reduce flood impacts in Oceanside. The design utilized existing flood walls, as well as proposed flood walls and diversion structures to create flood detention. The design successfully avoided classification as a DSOD jurisdictional structure.
- ♦ **Antelope Creek Hydraulics, Placer County Flood Control and Water Conservation District, CA.** Project Manager. Responsible for sizing and preliminary design of a regional flood control facility which consisted of an in-channel weir that improved fish passage and increased the level of flood protection for the City of Roseville. An unsteady HEC-RAS model was prepared to identify that most efficient configuration that allowed for the greatest flood reduction impact while limiting the upstream flooding. The design involved extensive coordination with the California Division of Safety of Dams to ensure that the project remained a non-jurisdictional structure.
- ♦ **Merced Floodplain Inundation Mapping; Central Valley Floodplain Evaluation and Delineation, Central Valley, CA.** Project Engineer who prepared a levee break analysis of the Black Rascal Diversion levees which are part of the State Plan of Flood Control (SPFC) to evaluate the flood inundation in the City of Merced. Prepared a FLO-2D model to determine the flood inundation extents based on a variety of levee breach scenarios.
- ♦ **Pacific Highlands Ranch LOMR, San Diego, CA.** Project Manager. Prepared a Letter of Map Revision submittal package for FEMA processing to enable Pardee to build the final phase of the project. Required extensive coordination with FEMA.
- ♦ **Strategic Drainage Master Plan, San Diego, CA.** Project Engineer. The purpose of this project was to provide the San Diego County Regional Airport Authority (Authority) with a comprehensive airport-wide Strategic Master Drainage Plan, a strategic long-term stormwater vision based on the approved Airport Development Plan. Project efforts helped to prioritize Authority stormwater infrastructure improvement activities and funding for phasing stormwater infrastructure improvements to meet development needs through 2035, while addressing flood risks and water quality objectives.



Brian Joyner, PE | Flood Analyst

Brian is Moffatt & Nichol's lead coastal and storm water engineer in Virginia. His 20-year career has focused on determining coastal and stormwater flood hazards both local and regional scales and designing projects to mitigate or withstand those hazards. His experience includes detailed numerical modeling of stormwater hydrology/hydraulics, storm surge, waves, sediment transport, and the effects of coastal and hydraulic structures. He is responsible for the delivery and quality of the firm's shoreline protection, dune management, coastal flooding/sea level rise, and stormwater projects. His experience includes:

Years of Experience

22

Education

MS, Civil Engineering
(Coastal Concentration), 1997

BS, Environmental Engineering, 1995

Registration, Certification

Professional Engineer – North Carolina,
Florida, Louisiana, Virginia



- ♦ **Bogue Banks Master Beach and Inlet Management Nourishment Planning and Programmatic EIS, Carteret County, NC.** Lead coastal engineer and modeler for analysis of Bogue Inlet morphology and separate beach erosion hot spot analysis on Carteret County's Bogue Banks shoreline. The studies are one part of a 3-year project assisting Carteret County to develop a multi-decadal plan and programmatic EIS for long-term beach nourishment and inlet maintenance needs. The inlet and beach management studies use high-resolution, local numerical models of the inlet and barrier island shorefront, driven from a single regional model of historical waves and tidal hydrodynamics. The inlet model also includes continuous computation of bed change (morphodynamics) with feedback to the wave and flow calculation, to develop a more realistic understanding of the inlet channel and shoal behavior.
- ♦ **Chesterfield Heights/Ohio Creek Watershed NRDC Resilience Project Design, Norfolk, VA.** Civil/coastal engineer and project manager leading Moffatt & Nichol's participation in the design of coastal storm surge mitigation and drainage system improvements in Chesterfield Heights, Grandy Village and the adjacent Ohio Creek watershed. The project utilizes a NDRC grant to design and implement a complex project to mitigate flooding due to both coastal storm surge and precipitation (separate or combined events), and the design includes mitigation for Sea Level Rise expected to occur over the project's design life.
- ♦ **Hampton Roads Region – Norfolk and Virginia Beach Joint Land Use Study (JLUS) for Flood Risk, Virginia.** Senior coastal engineer leading Moffatt & Nichol's involvement in this JLUS focused on flooding and sea level rise considerations with respect to transportation, access to community assets, and other impacts on Navy installations in Norfolk and Virginia Beach. Compiled and evaluated historical flooding data and storm surge and sea level rise predictions from various sources. Conducted GIS-based analyses of large data sets to relate tidal and rainfall flooding data to inundation areas and impacts on roads and community assets such as hospitals, first responder stations, utilities, schools and shelters. Participated in key Navy Activity Stakeholder meetings to identify the critical flood risk vulnerabilities, mission impact constraints, and risk mitigation strategies. Participated in Technical Committee and Policy Committee JLUS steering meetings.
- ♦ **Federal Coastal Storm Risk Mitigation (CSRM) Feasibility Study Support, Norfolk, VA.** Civil/coastal engineer and project manager leading Moffatt & Nichol's support to the City of Norfolk as they provide in-kind services to the USACE CSRM feasibility study. Technical leadership of a coastal engineering team to conduct coastal erosion and storm impacts analysis to support USACE Beach-fx calculations. Management of coastal modelers' and water quality specialists' 3-D model calibration and simulations of hydrodynamics in the Elizabeth River, Broad Creek and Pretty Lake to evaluate the potential environmental impacts of storm surge barriers, to support USACE's NEPA compliance. Participating in design workshops, Project Delivery Team meetings and review of tentatively selected plan components.



Lynnette Cardoch, PhD, LEED AP | Resiliency Analyst

Lynette is a coastal ecologist with 25 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency. Her expertise includes project management and scientific support on large-scale coastal restoration projects in the Mississippi Delta and the Everglades. With her technical qualifications and collaborative management style, her assignments include steering interdisciplinary teams of engineers, scientists, and regulators. She has also led the strategic development and tactical implementation of a global climate program and multi-sector coastal resiliency services, as well as other growth areas. Her experience includes:

Years of Experience

25

Education

PhD, Oceanography and Coastal Sciences, 2000

MA, Marine Affairs and Policy, 1994

BA, Biological Anthropology, 1992

Registration, Certification

LEED Accredited Professional



- ♦ **Florida Department of Transportation (FDOT) Resiliency Guidebook, Tallahassee, FL.** Technical advisor and co-author of FDOT's first resiliency guidebook, *Transportation Resilience Primer: the State of the Practice & Strategies for Resilience in a Changing World* (April 2018). The intent of this primer was to help FDOT and other transportation agencies prepare for the challenges of climate change and the related extreme & variable weather events. It summarizes key issues as well as the resources and tools available to assist with resiliency planning.
- ♦ **Alabama Swift Tract Living Shoreline Project, Baldwin County, AL.** Project Approach and Resource Review Leader. Project is in the post-construction monitoring phase (2017 – 2022). This project is a shoreline protection and restoration efforts aimed at offsetting injuries to the natural resources resulting from the 2010 BP Deepwater Horizon oil spill. The 1.6-mile project will reduce erosion and increase ecological benefits along the shoreline of the Weeks Bay National Estuarine Research Reserve. The design process included: recommended project features, biological surveys, identification of affected landowners/leaseholders, design analysis and engineering calculations, regulatory requirements, and modeling reports.
- ♦ **Integrated Planning Framework, City of Baltimore, MD.** Project Manager. Developed rigorous and defensible methodology based on EPA's Integrated Planning Framework guidance for infrastructure prioritization of \$2B wet infrastructure needs for the City of Baltimore, presently under a federal consent decree. Goals were to front load environmental benefits and optimize city expenditures in a City that is presently facing urban blight and financial constraints.
- ♦ **Central District Wastewater Treatment Plant Engineering Approach for Climate Adaptation and Resiliency Plan, Miami, FL.** Project Technical Leader to formulate a plant-level climate adaptation and resiliency plan for the Central District Wastewater Treatment Plant (CDWWTP), its regional pump stations, and associated force mains. CDWWTP is the largest and most exposed of the three Miami-Dade County wastewater treatment plants. This facility served as a case study for further development into other critical infrastructure including other treatment plants and local pumping stations as applicable. This task involved generating agreement on acceptable levels of risk and risk tolerance, and associated levels of service during regular operations, as well as, extreme events. The purpose was to develop a framework to create a definition of resilience and climate adaptation that can be applied to CDWWTP during planning, design, and operations of critical infrastructure assets. Miami-Dade is anticipated to spend at least \$500 M on this plant alone, with more than \$12B for their full wet infrastructure needs.



Amy Mindick-Walling, PE, PMP | GIS Application Developer

Amy typically provides project leadership and analysis of spatial information and presentation of selected sets of data to technical and non-technical end-users in a wide range of formats. Her inventory, engineering and creative backgrounds have qualified her for in-depth involvement in state-level inventory and analysis projects. Amy can easily understand, use, and test inventory management database systems. His experience includes:

- ♦ **Engineering Data Analysis & Modeling Support, NCDOT, Raleigh, NC.** For NCDOT's benefit-cost model of highway-railroad at-grade crossing crash and safety countermeasures, she combined data from multiple sources (SARAH and RIMS) to establish the service lives of active warning devices at the state's highway-railroad crossings. This research has aided the NCDOT Rail Division with project prioritization and grant application submittals. Working with the rail mode team for NCDOT's Strategic Transportation Investment P4.0 she devised scalable criteria for scoring Cost Effectiveness, System Health (capacity and connectivity), Safety and Suitability and Project Support. Adapted available statewide GIS resources to develop an easy to understand spatially based scoring system for portions of the selected criteria.
- ♦ **NCDOT Division 6, Bridge Group I Replacement Projects (TIP Nos.: B-5505, B-5511, B-5513 and B-5529), Columbus, Harnett and Robeson Counties, NC.** GIS analyst who provided Community Impact Assessment (CIA) mapping as a function of planning and environmental services related to preparing CIA documents for bridge replacement design projects. Identified project study areas, conducted local area research, represented demographic data, and aided in the selection of project level according to program guidelines. Determined the direct bridge impact area, the community impact area, detour routes and demographic study areas.
- ♦ **NCDOT Division 6, Bridge Group E Replacement Projects (TIP Nos.: B-4438, B-4590, B-4928, B-5311 and B-5540), Brunswick and New Hanover Counties, NC.** GIS analyst who provided detailed CIA mapping as a function of planning and environmental services related to preparing CIA documents for bridge replacement design projects. Identified project study areas, conducted local area research, represented demographic data, and aided in the selection of project level according to program guidelines. Determined the direct bridge impact area, the community impact area, detour routes and demographic study areas.
- ♦ **NCDOT Rail GIS Data Layer Release 1 and 2, Raleigh, NC.** GIS specialist who created GIS layers to hold attribute data for all railroad track, crossing, and trans-load locations within the state of North Carolina for use in NCDOT analyses and general release to the public for industry and private use. Identified attribute data needs necessary for planning purposes and structured data model to suit this purpose. Analyzed, updated, filled existing gaps in track attribute records by means of state, federal, and privately held databases. Used spatial verification processes and updated SARAH information to bring layers up to date on a quarterly basis, involved NCDOT and Class I railroad personnel as necessary to verify conflicting data.
- ♦ **NCDOT Highway-Rail Crossing Signal and Traffic Engineering.** GIS specialist who provided hot spot analysis of municipal passive crossings located in counties designated by the North Carolina Department of Commerce as Tier 1 Counties (Most Distressed). Grouped crossings by need and location for sign and marking upgrades. Provided mapping for field survey use.

Years of Experience

16

Education

BS, Mining and Minerals Engineering, 1997

AS, Geospatial Technology, 2013

Registration, Certification

Professional Engineer – North Carolina

Project Management Professional





Allison Bryan | Flood Analyst

Allison's experience as a water resources engineer at Moffatt & Nichol includes work in the coastal and water resources disciplines, primarily involving flood control and stormwater management in challenging urban, coastal, and inland environments. Her project experience includes hydrodynamic surface water modeling, hydrologic and hydraulic studies, stormwater system design, and flood mitigation plan development. Her experience includes:

Years of Experience

2

Education

BS, Environmental Engineering, 2017



- ♦ **Manteo Flooding Analysis, Manteo, NC.** Water resource engineering designer. Study that involved existing conditions hydrologic & hydraulic modeling and the development of alternatives to reduce flooding in a residential area of Manteo. Responsibilities include the development of a one-dimensional/two-dimensional hydrodynamic XPSWMM model to assess existing drainage patterns and assist in the creation of flood control solutions. Model development also includes data collection and processing, field reconnaissance, and generation of a final project recommendations memo.
- ♦ **Charles Creek Flood Mitigation Plan, Elizabeth City, NC.** Water resource engineering designer who developed one-dimensional/two-dimensional hydrodynamic XPSWMM models to support the creation of the Charles Creek Flood Mitigation Plan for the City of Elizabeth City (City). Responsibilities include sub-catchment delineation using ArcGIS, completion of stormwater runoff hydrology calculations, development of 1D and 2D components in XPSWMM, concept-level stormwater infrastructure design, report writing and participation in client meetings and public presentations. The project is funded by a Coastal Management Land Use Planning grant awarded to the City. Project work was completed in conjunction with Moffatt & Nichol's City of Elizabeth City's Waterfront Master Planning effort.
- ♦ **Princeville Flood Resilience Study, Princeville, NC.** Water resource engineering designer who assisted in the development of one-dimensional/two-dimensional hydrodynamic XPSWMM models to support the creation of a matrix of potential flood countermeasures for further study. Collected climate and topographic data, developed 1D and 2D components in XPSWMM, aided in model calibration and analysis, participated in client meetings and presentations, completed field survey and drafted portions of the final project report. The North Carolina Department of Transportation has retained Moffatt & Nichol to complete a flood resiliency study as part of the Governor's Hurricane Matthew Disaster Recovery and Resilience Initiative.
- ♦ **Norfolk NDRC Design Stormwater Phase 1, Norfolk, VA.** Water resource engineering designer who developed watershed and sub-catchment delineation using ArcGIS, completion of stormwater runoff hydrology calculations, and development of 1D hydraulic components in XPSWMM. The City of Norfolk has retained a team to design various features of a project to create storm surge and stormwater resilience in the City's Ohio Creek watershed. The core project area encompasses the Chesterfield Heights and Grandy Village neighborhood, and the project is funded by a HUD grant through the NDRC. Informed planning and design of the project requires an accurate understanding of the project area's stormwater runoff hydrology and drainage hydraulics. We provided a scope and fee proposal to provide a stormwater hydrologic and hydraulic study of stormwater drainage and ponding/flooding under present-day existing conditions.
- ♦ **Interim Flood Protection Citywide, New York, NY.** Water resource engineering designer. Project to provide interim flood risk protection to vulnerable areas in New York City through the deployment of temporary flood-fighting structures and/or the construction of relatively small permanent protection measures at strategic locations. These interim measures would be designed to provide protection against approximately the 10-year storm. Responsibilities include performing interior drainage analyses for multiple project sites, resulting in the recommendation of drainage pipes and/or pumps to accompany deployed IFPM measures.

**Ayse Karanci, PhD** | Social and Economic Analyst

Ayse provides engineering and GIS support for morphological storm impact analysis, shoreline and beach volume change analysis, development of shoreline stabilization and beach nourishment projects, analysis of borrow area and native beach sediment data, and social impacts of natural hazards. Her coastal modeling experience has involved the use of XBeach, SBEACH, BMAP, and ADCIRC. During her PhD studies, she developed an agent-based coastal town model that can simulate coupled evolution of coastal landforms and housing dynamics. She also evaluated the performance of empirical runup formulas at nourished beaches with berms. Her project experience includes:

Years of Experience

13

EducationPhD, Civil Engineering,
2017

MSc, Coastal Engineering, 2011

BS, Civil Engineering, Turkey, 2008



- ♦ **Oak Island Master Beach Nourishment Master Plan - Year 1: Initial Project and FEMA Engineered Beach, Town of Oak Island, NC.** Coastal scientist responsible for compatible sand search and storm impact analyses. Analyzed data from a combination of sediment sources (including offshore sites, AIWW sites, and upland sites) that would meet the nourishment needs for the design alternatives. Carried out SBEACH and XBeach calibrations for storm impact estimations.
- ♦ **FY 18 Wrightsville Beach Coastal Storm Damage Reduction Project, Wrightsville Beach, NC.** Coastal scientist assisting the storm impact analysis. Examined profile response to various beach profile and storm scenarios using SBEACH.
- ♦ **Post-Matthew FEMA Emergency Dune Restoration Project, Town of Oak Island, NC.** Coastal scientist assisting the field investigations to nourish beaches impacted by Hurricane Matthew. Aided with material placement verification using AD and BD surveys. Carried out temperature and sand color monitoring studies.
- ♦ **Bogue Banks Beach Nourishment Master Plan – Optional Tasks, Carteret County, NC.** Coastal scientist responsible for preparation of beneficial dredge material placement proposal submitted to USACE.



Ali Rezvani, PhD | Social and Economic Analyst

Ali is an integral part of the company's Commercial Services Group which provides economic and financial analysis and support as input to business development decisions under consideration by local, regional, and international clients. He has provided cost-benefit, economic impact, and competitive analysis models that analyze existing markets, commodities, and governmental policies as a means of forecasting proposed project impacts on future conditions as well as project financial performance. His work has involved transportation infrastructure research and modeling, which he has applied across a range of projects involving analysis, performance, and forecasting for regional, national, and international cargo movement. His experience includes:

Years of Experience

8

Education

PhD, Industrial and System Engineering, 2012

MS, Industrial and System Engineering, 2008

BS, Industrial and System Engineering, 2002



- ♦ **NCDOT Engineering Data Analysis & Modeling Support, Raleigh, NC.** Developed a framework to measure the cost of highway-railroad at-grade crossing crashes in North Carolina based on primary (fatality, injury, highway damage, railroad damage, etc.) and secondary (traffic delay, rerouting, supply chain inventory, etc.) effect costs. Developed a model to identify potentially hazardous crossings based on expected crash costs. Also improved/expanded the Federal Railroad Administration's Benefit-Cost analysis framework used by NCDOT to evaluate safety projects. Promoted NCDOT's new framework at national and international conferences. Currently developing a project prioritization framework and model to improve the overall efficiency of NCDOT Rail Division's allocation of safety funding.
- ♦ **Wilmington Rail Relocation and Right-of-Way Reuse Feasibility Study, Wilmington, NC.** Led the Benefit-Cost Analysis effort in Moffatt & Nichol's engagement to study the feasibility of building five miles of freight rail line in a new location west of downtown Wilmington, to repurpose existing rail rights-of-way through the City of Wilmington for greenway and trolley purposes. The feasibility study addressed transit options, transit operations, horizontal and vertical heavy rail track geometry, moveable-bridge river crossings, environmental resource avoidance and minimization, right-of-way ownership, legal issues, demographics, cost estimating, and sources of funding. Evaluated public benefits of different designs against their expected cost to identify the most suitable option. Benefits evaluated include travel time savings, noise reductions, safety, improvement in emergency service and emission savings.
- ♦ **Georgia Ports Authority International Multi-Modal Connector, Savannah, GA.** Led the study to evaluate the impact of the International Multi-Modal Connector (IMMC) Project on the Port of Savannah's throughput and its potential for value generation. Led the effort which established current freight flows through the Port of Savannah and competing ports, evaluated IMMC's impact on Savannah's cost and time competitiveness for inland markets, estimated Savannah's volume growth as a result of its change in competitiveness driven by IMMC, developed an initial estimate for Beneficial Cargo Owners (BCO) propensity to use and their willingness to pay for the use of a new facility, validated findings of previous tasks through stakeholder interviews and developed a volume forecast over a 20-year horizon to show Savannah's volume change from the commissioning of IMMC.
- ♦ **Commercial Due Diligence of Florida East Coast Railways (FECR), Florida.** Led the effort for commercial due diligence of FECR. In this engagement Moffatt & Nichol reviewed CIM and other vendor-supplied material and investigated key value propositions. Provided commentary on the impact of the Panama Canal expansion and deployment of larger vessels on the railroad's future volume and revenue and produced a red flag report for the acquisition of DECR.



Dawn York | Public Involvement & Stakeholder Engagement Specialist

Dawn has been involved in the design, preparation, coordination, and adaptive management of large-scale, multi-disciplinary coastal monitoring, environmental assessment, and comprehensive natural resource management programs for over 16 years. Her experience is associated with environmental permitting requirements for large-scale beach nourishment programs including the management and direction of environmental documentation and permit authorizations in accordance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA). She is skilled at public involvement activities and currently serves as the coordinator for the Cape Fear River Partnership, a coalition of federal, state, industry, private, non-profit organizations working towards the restoration of anadromous fish species in the Cape Fear River watershed. Dawn's experience includes:

- ♦ **Bogue Banks Master Beach Nourishment Plan Environmental Impact Statement (EIS), Carteret County, NC.** Project manager and environmental technical lead for the preparation of an EIS for the development and design of the Master Beach Nourishment Plan, a 50-year study to manage and protect the shorelines and inlets of Bogue Banks. Directly coordinates with both the USACE and Bureau of Ocean and Energy Management as federal lead agencies. Served as the lead coordinator for the Project Review Team and public involvement during the scoping process. In addition to the preparation of an EIS, Ms. York has assisted in the assessment of direct and indirect cumulative impacts as it relates specifically to the project and within the state.
- ♦ **Bogue Inlet Channel Erosion Response Project Environmental Monitoring, Emerald Isle, NC.** Field manager for the pre- and post-construction environmental monitoring associated with the Bogue Inlet Channel Erosion Response Project.
- ♦ **Topsail Beach Interim (Emergency) Beach Fill Project EIS, Topsail Beach, NC.** Environmental project manager for the preparation of a Supplemental EIS in accordance with NEPA and the SEPA to the USACE. Section 404 and 401 permits acquired in 2009.
- ♦ **North Topsail Beach Shoreline Protection Project EIS, North Topsail Beach, NC.** Environmental project manager and environmental technical lead for the preparation of an EIS for the construction of a five-phased beach nourishment and inlet realignment project. Conducted biological assessments of coastal shorebird and colonial water bird as baseline analysis for permit compliance.
- ♦ **Cape Fear River Harbor Deepening Project Biological Assessment, Wilmington, NC.** Established monitoring stations and conducted biological assessments of a hardwood swamp wetland including identification of flora and fauna, hydrology and salinity monitoring, sediment composition, juvenile fish identification and analysis, vegetative species cover analysis, still photography, statistical analysis, and water quality analysis.

Years of Experience

17

Education

MS, Marine Science, 2003

BSc, Biology and Environmental Studies, 1999

Registration, Certification

Intermittent and Perennial Stream Identification for Riparian Buffer Rules

Wetland Determination and Delineation

Trained in Wetlands Rapid Assessment Procedure

Professional Training and Experience in Shorebird Surveys and Wetland Delineations



Amanda Zullo | Public Involvement & Stakeholder Engagement Specialist

Amanda's design experience culminates at the intersection of architecture, planning, urban design and real estate development. Her passion to create spaces with a sensitivity to cultural, historical and environmental contexts has led her work on an array of project types, ranging from local to global projects. She has also spent time working abroad as an urban designer in Suzhou, China where she gained insightful experience working in a fast-paced developing context. Her experience includes:

Years of Experience

8

EducationMaster of Urban Design,
2011

Bachelor of Architecture, 2008

BA, Architecture, 2007



- ♦ **City of Elizabeth City Waterfront Masterplan and Charles Creek Flood Mitigation Plan, Elizabeth City, NC.** Designer and community engagement analyst for area-wide vision and master planning for the enhancement of the downtown, waterfront precinct and Charles Creek areas. Project responsibilities involve a rigorous review of community engagement, economic and environmental analysis to establish current site context, natural environment, resident culture, user needs and project metrics. Based on review of site analysis results, follow on planning and design work involves the assemblage of a long range, actionable conceptual vision plan for the city's 1.2 miles of downtown waterfront.
- ♦ **Bucktown Harbor Vision Plan, Jefferson Parish, New Orleans, LA.** Designer and Community Engagement Analyst for the renewal of Jefferson Parish's Bucktown Harbor Marina vision plan, rejuvenating Bucktown's 30-acre parcel along Lake Pontchartrain into an active, public, and vibrant recreational destination. Project responsibilities involve varied community outreach engagements to establish a program and framework for the design development of recreationally based upland concepts, in-water, and associated commercial facilities.
- ♦ **Port of Pensacola Vision Plan & Reinvestment Strategy, Pensacola, FL.** Designer and community engagement analyst for the Port of Pensacola vision planning. Successfully secured public input within 24 hours after open house meetings on June 26, 2018 with some 116 participants; 3,848 views; 220 participants; 1,922 responses; 210 comments; and 100 subscribers. Reached nearly 123,500 households. This input will help shape the plan for Port of Pensacola that will provide a compelling, community driven vision for the future.
- ♦ **Downtown Statesville Streetscape Improvement, Statesville, NC.** Designer for downtown Statesville streetscape improvement plan. Project responsibilities include urban design analysis, planning, conceptual design, streetscape improvements, public open space design and assisting on the urban design guidelines, strategies and recommendations.
- ♦ **Charlotte Rail Trail, Charlotte, NC.** Designer for a vibrant public trail spanning 3.5 miles adjacent to the LYNX Blue Line. Project responsibilities include urban design analysis, planning, conceptual design, and conceptual rendering.
- ♦ **GHS Swamp Rabbit Trail, Greenville, SC.** Designer for 1,100-acre mixed-use development known as Verdae. Part of the master plan efforts included trail expansion efforts on a former rail bed to tie into the overall master plan. Project responsibilities include analysis, planning, design, and conceptual renderings.
- ♦ **Cross Charlotte Trail, Charlotte, NC.** Designer and planner for a 30+ mile trail and greenway facility stretching across Mecklenburg County. Project responsibilities include analysis, planning, conceptual design, streetscape sections, public open space design, community engagement and public outreach efforts.



Matt Hutchins (NEMAC+FernLeaf) | Vulnerability Assessment

Matt has more than a decade of experience supporting groups and communities in planning and making informed decisions. He has specialized expertise in quantitative resilience assessments supported by GIS and working with communities on implementing options to build resilience. His experience includes:

Years of Experience

11

Education

MLAS, Climate Change and Society, 2015

BS, Environmental Studies, 2008



- ♦ **All Hazards Vulnerability and Risk Assessment, City of Charleston, SC.** Project manager and lead resilience analyst for N+F. Matt has managed the Assessment Team and led the development of the vulnerability and risk analysis in AccelAdapt. The City is using the assessment to develop and prioritize options to build resilience. Outputs of the assessment will also be integrated with the City's new Hazard Mitigation Plan.
- ♦ **Climate Resilience Plan, City of West Palm Beach, FL.** Resilience analyst and co-facilitator for N+F. Matt has developed the detailed rulesets that drive the vulnerability and risk analysis in AccelAdapt. The team has used his products to conduct workshops with West Palm Beach leadership and municipal staff to develop a detailed local-scale vulnerability and risk analysis. The City is using the vulnerability analysis to develop and prioritize options.
- ♦ **Process Development, U.S. Climate Resilience Toolkit.** Member of a project team that developed content and process for the Steps to Resilience, a five-step framework for communities to use in resilience planning. Matt's focus was on the development of how communities can consider the concepts of vulnerability and risk to conduct quantified assessments and use them to identify resilience strategies.
- ♦ **Climate Resilience Assessment, Asheville, NC.** Project manager and lead resilience analyst for a team that developed a climate resilience assessment for Asheville. The team worked with municipal staff using the US Climate Resilience Toolkit's Steps to Resilience to develop a detailed vulnerability and risk analysis that included an assessment of limited points of access and barriers to mobility. Formulate and prioritize options, and to integrate those options into the city's comprehensive plan.
- ♦ **Resilience Partnership Resilience Assessment, Triangle Region, NC.** Lead resilience analyst for a team working with staff from six jurisdictions in a series of facilitated workshops to develop a regional vulnerability and risk analysis with AccelAdapt and formulate strategies for building resilience. Hutchins worked with stakeholders at several government agencies to localize the assessment by including local ordinances and existing capital improvements.

**Jeff Hicks (NEMAC+FernLeaf) | Vulnerability Assessment**

Jeff has extensive experience in climate and environmental data-driven decision support and analysis for a wide range of stakeholders. He has led and supported quantitative vulnerability assessments that have helped target the best investments to build resilience throughout the Southeastern U.S. His experience includes:

Years of Experience

13

EducationBS, Environmental Studies,
2008

- ♦ **Citywide Vulnerability Assessment and Adaptation Plan, City of Hollywood, FL.** Performed technical analysis and mapping for the extreme heat vulnerability assessment focusing on indicators of potential urban heat islands and social vulnerability. Jeff helped lead a workshop for City staff in Hollywood focused on aspects of potential temperature change issues. Provided technical guidance to the prime firm about considering climate change in the overall assessment.
- ♦ **Climate Resilience Plan, City of West Palm Beach, FL.** Project Lead. The team is conducting a detailed local-scale vulnerability and risk analysis with AccelAdapt and leading a series of workshops with West Palm Beach municipal staff to develop actionable projects and strategies to build resilience. The analysis included a transportation barrier analysis to identify limited points of access that isolate people and assets during inundation events.
- ♦ **Community Resilience Assessment, Tallahassee, FL.** Lead developer of analyses and visualizations with AccelAdapt that helped city staff understand the regional trends and trajectories in climate and socioeconomic threats that affect change at a local level. At the neighborhood scale, Jeff led development of the analyses that are helping City staff understand their vulnerability and risk to various climate threats. This analysis included identifying which sections of the city isolated from emergency management vehicles due to roads being flooded.
- ♦ **Data Analysis and Software Development, U.S. Climate Resilience Toolkit.** Lead data analyst and software engineer for the Climate Explorer, the featured resilience tool that supports the site's Steps to Resilience framework. In a recent expansion, Hicks led development of a county-scale projection time series tool that makes it possible for users to interact with terabytes of climate data. He has also worked with the Association of Climate Change Officers (ACCO) to conduct workshops for local government using the site's content to assist in local resilience planning efforts.



Lisa Craig (Craig Group) | Historic Preservation Specialist

Lisa is a sought-after speaker and trainer specializing in historic preservation, community engagement, organizational development, and risk communication. Her 30 years in local government, property redevelopment and nonprofit management and her extensive network of skilled professionals in climate adaptation, urban planning, engineering, economic development, architectural design, cultural and natural resource protection and nonprofit management ensures access to best practices nationwide. Prior to launching her own firm, she led the award-winning Weather It Together Initiative, the nation's first cultural resource hazard mitigation plan. Her experience includes:

Years of Experience

30

Education

BFA, Historic Preservation, 1990

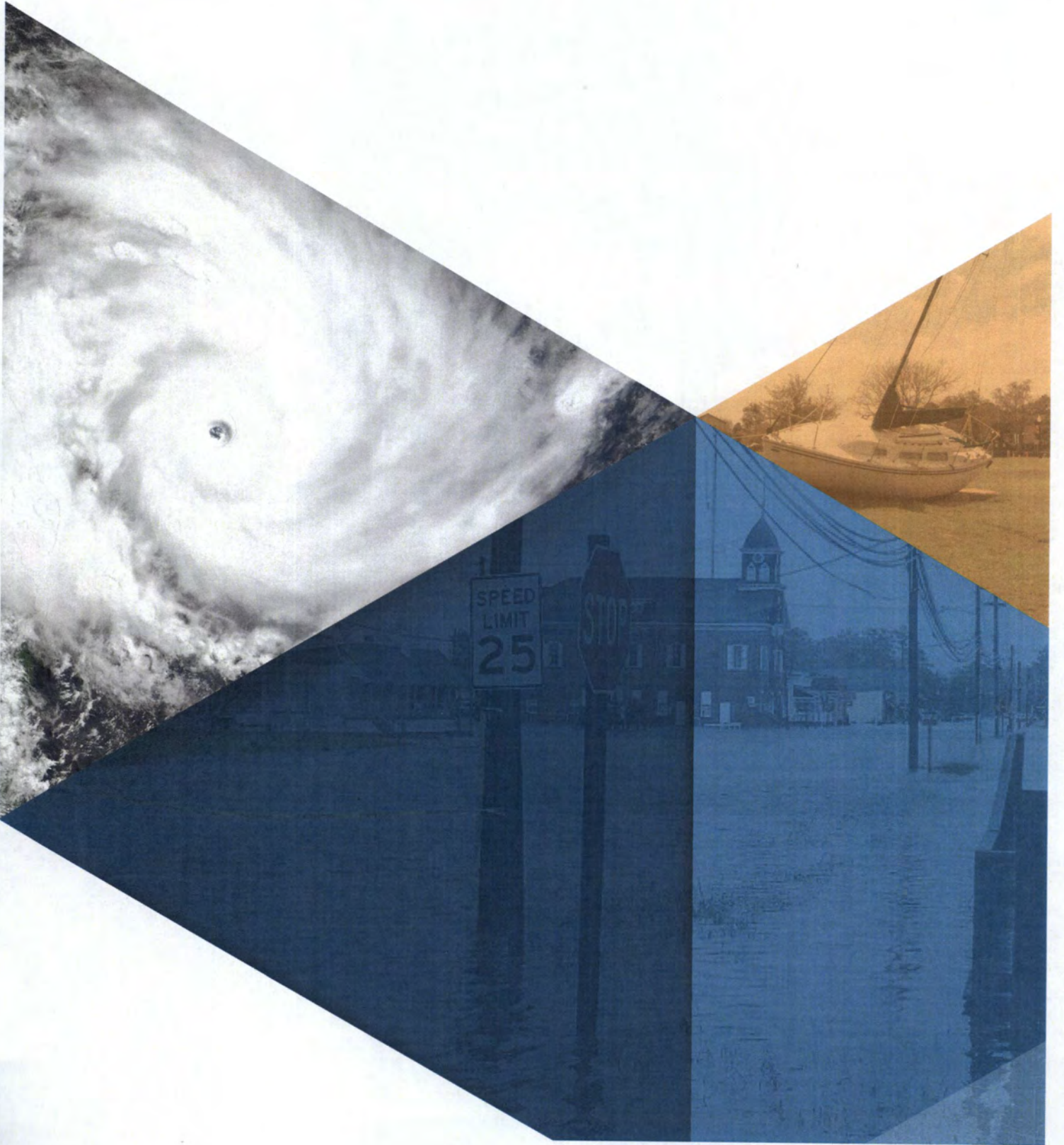
- ♦ **Cultural Resources Hazard Mitigation Plan, Annapolis, MD.** As the project lead for the award-winning *Weather It Together* initiative, Lisa assembled a local planning team to support the development of the nation's first comprehensive Cultural Resource Hazard Mitigation Plan based on FEMA's "how-to" guidance for integrating cultural resources into hazard mitigation planning. This planning framework provides a model for community engagement, resource organization, economic analysis of revenue impacts of hazards and a goal-driven action plan for community adaptation.
- ♦ **Keeping History Above Water, Nationwide.** Lisa directed the sold-out 2017 *Keeping History Above Water: Annapolis* conference on climate impacts in historic coastal communities. She continues a leading role on the KHAW steering committee as a coordinator for this international convening first launched in 2016 by the Newport Restoration Foundation, and hosted in Palo Alto, CA in 2018, St. Augustine, FL in 2019 and Nantucket, MA in 2019.
- ♦ **State Historic Preservation Officer, District of Columbia.** Lisa oversaw Section 106 work with federal agencies on projects ranging from St. Elizabeth's and the U.S. Soldier's and Sailor's Home to the U.S. Arboretum and Congressional Cemetery. She administered planning and project review efforts for 21 local historic districts, partnered with the DC Department of Transportation and Cultural Tourism DC to document DC's African-American historic sites and establish the City's first African-American Heritage Trail and established the Districts Mid-Century Modern mitigation fund for properties and educational activities tied to the resources of the recent past.
- ♦ **Community Mentor and Assistance Program (CAMP) Trainer, Nationwide.** As a certified member of the *National Alliance of Preservation Commissions* CAMP team, Lisa develops and delivers training presentations to local historic preservation commissions, planning offices, and state Main Street programs on historic preservation planning, design guidelines, community outreach, economic development, and climate adaptation planning.
- ♦ **Historic Preservation Commission, Annapolis, MS.** Lisa staffed the City's Historic Preservation Commission, conducted administrative design review, represented the City in Section 106 consultation with the US Naval Academy, drafted historic property tax credit legislation, managed the City's Main Street program, coordinated development of historic walking tour brochure and historic content for the City's wayfinding plan, conducting visual preference surveys and managed an award-winning community outreach program for the *Weather It Together* initiative.



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Demonstrated Experience

Demonstrated Experience





Demonstrated Experience

The Vulnerability Assessment will evaluate a variety of potential threats, requiring the expertise of an equally multidisciplinary team that provides the necessary expertise in a range of services. To meet the City's needs and project goals, the Moffatt & Nichol Team is assembled of highly qualified team members who specialize in infrastructure planning and development. We will use this knowledge along with our ability to manage a multidisciplinary team to provide an integrated, efficient, and cost-effective project approach, as outlined in this section.

Project Manager Mike Robinson has been involved in more than 670 vulnerability assessments around the country. This experience is virtually unmatched in the consulting industry, and he chose Moffatt & Nichol specifically to bolster our in-house resiliency planning team to work closely with our engineers and scientists to help create a leading resiliency practice. The experience presented in this section is a combination of Mike's past assessment work and Moffatt & Nichol's waterfront and resiliency experience – the right combination for the City of New Bern.

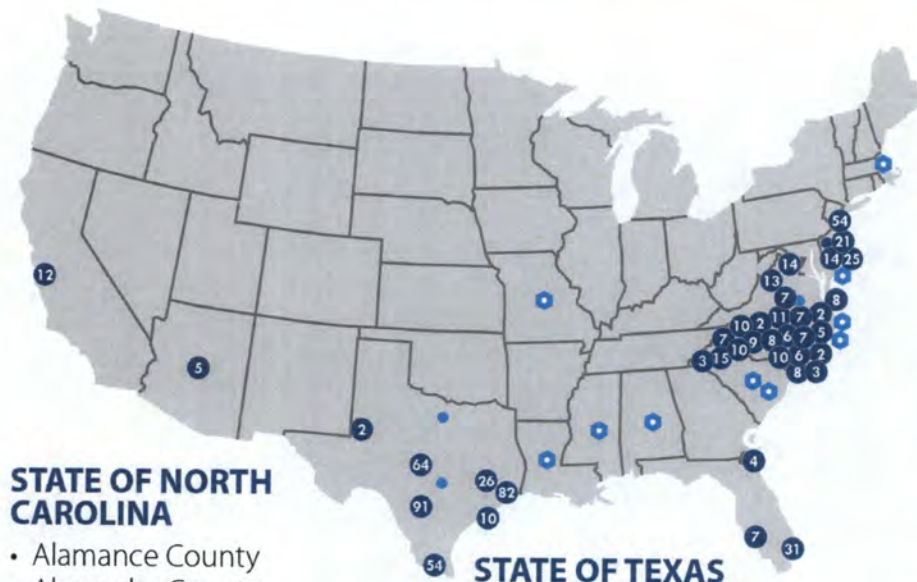
Hazard Mitigation and Resiliency Experience

The Moffatt & Nichol team is comprised of professionals with significant hazard mitigation planning experience through work performed for Moffatt & Nichol and for previous employers over the past two decades. A sampling of this project experience is provided on the following pages. More details on the key qualifications of our project team may be found in the individual resumes and project descriptions included within our proposal. Over 1,000 individual communities across the nation are represented by all of the local, county, and regional hazard mitigation plans and risk assessments included in this list.

The map and list on the following page offers an overview of communities served throughout the United States for their Hazard Mitigation Plan needs. The map is followed by project descriptions for our other relevant experience, as well as sample projects from N+F. It is worth noting that all of the mitigation planning efforts described here included some form of local outreach plan for public meetings and public announcements, stakeholder engagement, solicitation of comments on first and final drafts of plan documents, and other forms of outreach appropriate to the various planning efforts. All of these featured some combination of printed materials, internet resources (such as websites, online surveys, and social media), in-person meetings, virtual meetings, Town Hall formats, etc.

Coastal Resiliency and Sea Level Rise Mitigation Experience

Moffatt & Nichol has addressed sea level rise and coastal protection in the two most vulnerable cities in the United States – New Orleans and Norfolk. In Louisiana, we assisted the Coastal Protection and Restoration Authority in developing their Master Plan for the Coast, the approach of which has been to build levees, pump sediment into sinking areas, and build massive diversions on the river to reconnect it with the Delta. In Virginia, the approach has been different. Responses to the threat of rising seas combine dozens of small-scale projects – none available off-the-shelf – each tailored to a specific neighborhood or even to individual parcels of property.



STATE OF NORTH CAROLINA

- Alamance County
- Alexander County
- Anson County
- Avery County
- Burke County
- Caldwell County
- Catawba County
- Durham County
- Gates County
- Hoke County
- Macon County
- Mecklenburg County
- Montgomery County
- New Hanover County
- Orange County
- Richmond County
- Scotland County
- Stanly County
- Union County
- State Hazard Mitigation Plan (Initial Plan and Plan Update)
- Enhanced Statewide Risk Assessment

STATE OF FLORIDA

- Broward County
- Manatee County
- Nassau County

STATE OF TEXAS

- Alamo Area Council of Governments (COG) (San Antonio Area)
- Brazos Valley COG
- City of Austin
- City of Southlake
- Ector County
- Galveston County
- Harris County
- Houston-Galveston Area COG
- Rio Grande Region
- Texas Colorado River Floodplain Coalition
- West Central Texas COG

STATE OF DELAWARE

- City of Wilmington
- Kent County
- New Castle County
- Sussex County
- Hazard Mitigation Plan (Initial)

TERRITORY OF PUERTO RICO

- City of Aguada
- City of Moca
- City of Vieques

STATE OF VIRGINIA

- City of Franklin
- Southampton County
- Northern Virginia Regional Commission
- Rappahannock-Rapidan Region
- Southside Hampton Roads Region (Norfolk/Virginia Beach Area)

OTHER STATES

- Savannah, Georgia
- Mohave County, Arizona
- Monmouth County, New Jersey
- South Central Regional Council of Governments, Connecticut
- Commonwealth of Massachusetts State Hazard Mitigation and Climate Change Adaptation Plan (Initial Plan)
- State of Alabama State Hazard Mitigation Plan (Plan Update)
- State of Louisiana State Hazard Mitigation Plan (Initial Plan)
- State of Missouri State Hazard Mitigation Plan (Initial Plan)
- State of South Carolina State Hazard Mitigation Plan (Initial Plan and Plan Update)
- State of South Carolina Repetitive Loss Properties Assessment
- Monterey County, California
- State of Mississippi Hazard Mitigation Plan (Initial Plan)

County/Agency Assessment, with number of individual assessments completed

● Individual Community Assessment

⬢ Statewide Hazard Mitigation Plans and Risk Assessments



Main Street Flooding Mitigation | Belhaven, North Carolina

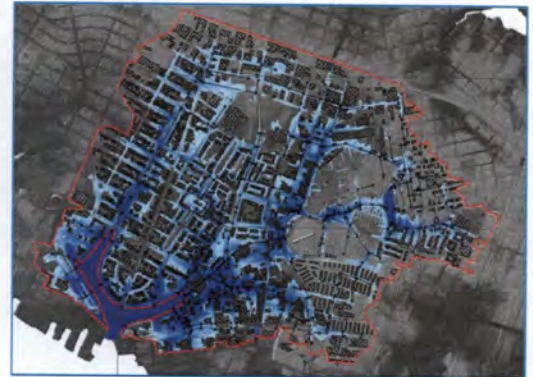
Moffatt & Nichol provided **stormwater planning and design to mitigate flooding caused by high tides, coastal storms and wind tide events combined with coincident rainfall events**. Moffatt & Nichol studied the watershed and developed cost-effective alternatives to alleviate current and future flooding in Belhaven's low-lying downtown business district. Alternatives included small levees, bulkheads, flood gates, pumping stations, natural or lined channels, earthen berms, raised roadways, storage facilities, property acquisition, pipe size increases, implementing development guidelines and restrictions, continuing the status quo, or any combination of these alternatives. The work also involved extensive interaction with the local home and business owners.



Moffatt & Nichol prepared final design, construction bid documents, and permit applications for a selected alternative that included berms in low-lying areas on the watershed boundary, sheet piling near the outlet of the creek draining the town, an electronically controlled tide gate allowing normal tidal flow to sustain marsh areas, marsh restoration, a pump station for interior drainage when the tide gate closes, a backup generator with an automatic transfer switch for the pump station and tide gate, and a redesigned storm sewer system.

Coastal Flooding Study and Design Options Development | Norfolk, Virginia

Moffatt & Nichol participated in a program to identify the City of Norfolk's **risks and options for mitigating coastal flooding** caused by extraordinary precipitation events in combination with wind-driven setup, extreme astronomical tides, and storm surges. Study and design tasks included assessment of existing flood defenses; siting of new tide gauges to more accurately characterize tidal propagation around the city; identification and evaluation of conceptual flood mitigation alternatives; and design of structural flood barriers, pumping systems, and gates to allow tidal exchange during normal conditions.



Following the assessment of existing data, it was determined that additional tide gauges in the region would be necessary to accurately characterize the tidal propagation in the waters surrounding the City. Moffatt & Nichol **assisted in determining proper locations for additional gauges**. Data from the tide gauges, which revealed trends in overall system characteristics, was used to calibrate stormwater and flooding models to better predict areas of coastal flooding during specific design events. The results from these models were then incorporated into a GIS database to delineate areas of flooding throughout the City during the specific events.

Watershed-scale hydrologic and hydraulic models were developed for different areas of the City for the analysis of flood mitigation alternatives. The extent of urban flooding and the performance of proposed mitigation measures, such as tide barriers and pump systems, were assessed for multiple combinations of design storm and tidal surge events using the dynamically linked 1D/2D modules of XP-SWMM. Each mitigation alternative was evaluated based on cost-benefit ratios developed using the FEMA HAZUS-MH damage assessment methodology.

These data were then used in the **concept development of mitigation options** and to prioritize areas for stormwater improvement as funding becomes available. Mitigation recommendations included assessing current City design



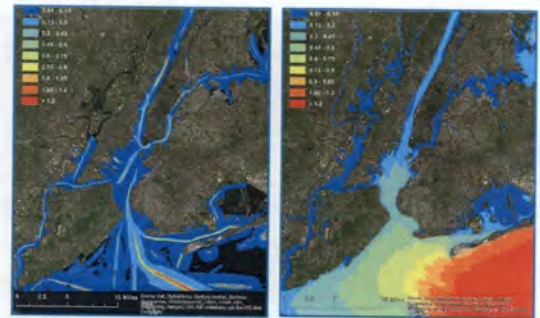
requirements, identifying regulations that may need to be updated, and formulation of funding strategies to implement these improvements.

We developed **risk analysis and design conditions** using results from integrated stormwater system, open water, and overland flow simulations. At each design level, we evaluated probable construction and operations and maintenance costs alongside estimated benefits from flood damage reduction. Damages were estimated based on high-resolution GIS-based calculations using FEMA and U.S. Army Corps of Engineers (USACE) methods and depth-damage functions.

Moffatt & Nichol has been involved in **public outreach and education** relative to the Coastal Flooding Mitigation program; the outreach efforts are targeted to educate citizens and local businesses about present flooding risks and to promote public involvement in the coastal flooding mitigation decision-making process.

Raise Shorelines Citywide Study | New York, New York

As part of its post-Sandy rebuilding and increased resiliency plan, the City of New York conducted a study to assess risks associated with sea level rise and erosion and identify shoreline reconstruction projects that would provide the necessary protection across the City. The study was funded through Community Development Block Grant funds for Disaster Recovery (CDBG-DR Funds) and was managed by the NYCEDC on behalf of the Mayor's Office of Recovery and Resiliency. This study characterized, and ultimately provided, a methodology to prioritize reconstruction of shorelines that are deemed most at-risk to rising sea levels and erosion. Moffatt & Nichol led a team of experts to analyze the targeted shoreline and provide a **methodology to prioritize areas where coastal protection is needed**, and to make **recommendations regarding the most appropriate shoreline protection measures** for each area.



Downtown Floodwall Recertification and FEMA Map Revision | Norfolk, Virginia

Moffatt & Nichol provided **coastal engineering and stormwater drainage modeling and mapping support** as part of the federal recertification process for the floodwall protecting downtown Norfolk from storm surges in the Elizabeth River. The floodwall and associated interior drainage pump station were constructed as a federal flood risk mitigation project by USACE in 1971.

As part of the recertification team, Moffatt & Nichol completed an initial analysis of existing conditions to determine if the existing downtown floodwall meets National Flood Insurance Program (NFIP) 65.10 requirements. Moffatt & Nichol evaluated riverine and coastal criteria and calculated the wave height and run-up at the floodwall. To quantify the risk of residual flooding from interior drainage, Moffatt & Nichol simulated drainage and flooding from extreme precipitation events in an integrated one- and two-dimensional model. The FEMA-accepted XPSWMM 2D model software was used, with the benefit that overland flow was efficiently and accurately routed on a 2D grid of the streets, sidewalks, and open areas with buildings blocked out of the flow area. The grid was derived from high-resolution LiDAR topography of the downtown area.





Saint Roch Drainage Improvements | New Orleans, Louisiana

Selected for the City of New Orleans Department of Public Works (DPW) Green Infrastructure On-Call Consulting Pool, Moffatt & Nichol received a task order to **design drainage improvements** in Saint Roch, a historic New Orleans neighborhood that experiences chronic flooding. In addition to large-scale subsurface drainage improvements, the project will **implement green infrastructure** on the surface of a 17-city block section of the neighborhood, improving community livability and resilience.



The project is supported by a \$7.5 million FEMA Hazard Mitigation Grant Program (HMGP) grant, which provides up to 75 percent of the funds for mitigation projects. To supplement the HMGP grant, the 10 percent conceptual design deliverables will be used to support the City of New Orleans' application for U.S. Department of Housing and Urban Development's National Disaster Resilience Competition (NDRC) funding.

Interim Flood Protection Citywide | New York, New York

As part of its post-Hurricane Sandy rebuilding and increased resiliency plan, the City of New York has launched a citywide program to assess risks associated with coastal flooding and to identify city assets and low-lying waterfront neighborhoods that would benefit from interim flood protection. The New York City Economic Development Corporation (NYCEDC), New York City Emergency Management, and the Mayor's Office of Recovery and Resilience, have launched the Interim Flood Protection Program (IFPM) initiative to provide temporary, deployable flood protection measures at vulnerable sites throughout the city to reduce the risk of flood damage from coastal storm events.



The Moffatt & Nichol Team began by reviewing and categorizing all available data on City shorelines, coastal topography, coastal flooding frequency, storm water levels, transportation infrastructure, ownership, city-owned facilities, land uses, and utilities. The data was used to create a GIS database for analyzing flooding extents for coastal storms for 5-, 10-, 20-, and 50-year return periods. Further analysis included overlapping flooding extents with city-owned assets, performing site visits, and obtaining direct input from New York City agencies, which resulted in prioritizing 17 project sites for the IFPM. Recently the City expanded the scope, adding 10 more sites to the project.

We analyzed each project site and designed suitable interim flood protection measures, such that flood risk reduction would be achieved while taking site-specific conditions into account. Interim flood protection measures were selected from the four following broad categories: filled containers; air- and water-filled tubes; freestanding barriers; and flood panels.

Small Docks Flood Mitigation Study, Norfolk Naval Shipyard | Portsmouth, Virginia

The purpose of this study was to improve the **flood resiliency** of the small dock area that is used to service Navy submarines. The scope of work included **evaluating two coastal flood mitigation alternatives**: a floodwall between Berths 11-22, encompassing the entire small docks area, and building a floodwall around individual dry docks. In evaluating the two alternatives, Moffatt & Nichol performed a **coastal engineering analysis** to recommend the design flood elevation (DFE) for the current 500-year flood event (local surge, tide, and wave).



Moffatt & Nichol also **evaluated local relative sea level rise estimates** to determine the range of return periods for the recommended DFE in the year 2065 (50 years). The team conducted extensive field investigations to identify floodwall design requirements including foundations, gates, and accommodations for line handling to minimize impacts to ship yard operations. The dry dock infrastructure was checked for the proposed flood protection measures, including caisson and seat modifications, dry dock pump capacity to dewater the anticipated runoff and wave overtopping, pump well and critical electrical equipment flood protection measures, and structural analysis of the dry dock stability and capacity during a design flood event. The next step is to review the new Executive Order 13690 and Federal Flood Risk Management Standards (FFRMS) to align the studied DFE with the new federal standards for flood resiliency.

Ohio Creek Watershed Transformation NDRC Design | Norfolk, Virginia

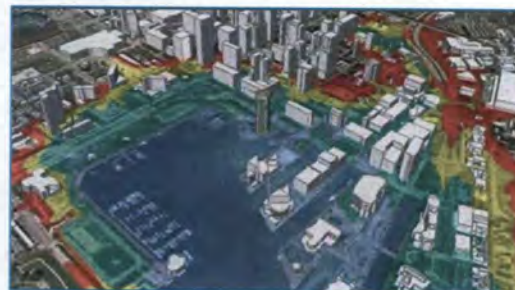
Moffatt & Nichol is part of a design team to implement the City of Norfolk's watershed transformation vision awarded a NDRC grant of more than \$100 million.

The City's project goal is to **increase resilience to flooding** in the Chesterfield Heights neighborhood and the adjacent Grandy Village and Norfolk State University vicinity, while at the same time increasing the social connectivity and economic resilience of this area to the larger downtown Norfolk area. The City's intent is for this project to develop actions that can be replicated in other parts of the City and similar areas in other cities around the nation. The design team brings together a multi-disciplinary team including nationally-recognized engineering, architecture, and urban planning firms – several of whom have led transformational urban designs in New Orleans and the greater New York/ New Jersey area – together with Norfolk-area architects, landscape architects, geotechnical, and design engineers.



Baltimore City Disaster Preparedness and Planning Project | Baltimore, Maryland

The City of Baltimore adopted a Disaster Preparedness and Planning Project (DP3) in October 2013 to address existing hazards citywide while simultaneously preparing for predicted hazards due to climate change. The project included the creation of a 47-member DP3 Advisory Committee and working groups to provide guidance, support, and feedback in the development of goals, strategies, and actions based on a **detailed natural hazards inventory, risk assessment, and vulnerability analysis**. Moffatt & Nichol was an integral participant in the 15-month DP3 process. The City selected us because of our expertise in sea level rise and utilities. The planning focused on four sectors: Infrastructure, Buildings, Natural Systems, and Public Services, with subcommittee meetings and public informational meetings. The DP3 Advisory Committee and staff created a plan encompassing the four sectors, with 50 goals and 233 identified actions.



In June 2016, top FEMA officials recognized the City of Baltimore for its outstanding achievements in reducing flood risks and increasing community resilience resulting from the DP3 project. The City achieved a Class 5 designation under the NFIP Community Rating System (CRS) certification. This score places Baltimore in the top 10 percent of all CRS participating communities and entitles City residents to a 25-percent discount on flood insurance premiums.



North Atlantic Coast Comprehensive Study (NACCS) | Northeast United States

As part of a joint venture, Moffatt & Nichol has held over the past four years an Indefinite Delivery Contract with USACE's National Planning Center of Expertise for Coastal Storm Damage Reduction Services (PCX-CSDR) to support their mission worldwide. Services we have provided under various task orders to date include the following: ***water resource planning, storm damage reduction, flood mitigation, hydraulic/hydrologic engineering, hydrodynamics modeling, geotechnical engineering, cost estimating, civil/structural engineering, biological and cultural resources, economic analysis, GIS, and environmental analysis and assessment.***



Working under this contract, Moffatt & Nichol is currently providing support to the PCX-CSDR on the \$20 million North Atlantic Coast Comprehensive Study (NACCS). This study was authorized and funded as part of the Disaster Relief Appropriations Act of 2013, Public Law (PL) 113-2, to assist in the recovery in the aftermath of Hurricane Sandy. The Act directed the Secretary of the Army to "...conduct a comprehensive study to address the flood risks of vulnerable coastal populations in areas that were affected by Hurricane Sandy..."

New Bedford Hurricane Storm Surge Barrier | New Bedford, Massachusetts

As part of a joint venture, Moffatt & Nichol provided ***coastal and structural engineering documentation, data, and analyses*** as part of certifying that the New Bedford-Fairhaven Barrier afforded protection from the base flood (1% annual chance exceedance) in accordance with Mapping Areas Protected by Levee Systems as administered through the NFIP. The results of this investigation were to assist the USACE New England District in determining if the project should be considered for certification by the NFIP.



The New Bedford-Fairhaven Dikes & Barrier consists of three separate barrier structures: the main barrier or New Bedford Harbor Dike and Barrier (9,100-foot-long earth and rock fill barrier with a 150-foot-wide navigation barrier); the Clarks Cove Dike (5,800-foot-long earth and rock fill dike); and the Fairhaven Dike (3,100-foot-long earth and rock fill dike). Each dike is protected by armor stone. Coastal and structural investigations (completed by Moffatt & Nichol) as well as hydrologic, hydraulic, geotechnical, mechanical, and electrical investigations (completed by the JV partner) were performed in accordance with criteria and guidelines presented in USACE publications (e.g. ETL No. 1110-2-570 and EC 1110-2-6067). Relevant features include coastal and structural engineering and analysis, risk and vulnerability assessment, coastal storm surge and flood modeling, coastal erosion modeling, sea level rise impacts analysis, and engineering and design of flood reduction measures.

South Shore Hurricane and Storm Damage Reduction | Staten Island, New York

As part of a joint venture, Moffatt & Nichol completed federal feasibility-level planning, design, and cost estimates for a storm damage reduction project along 13-miles of the south shore of Staten Island. The project area has a long history of storm impacts including flood damages, loss of structures, and large-scale evacuations.

Moffatt & Nichol developed design basis information – ***including astronomic tides, sea level rise projections, currents, waves, storm histories, shoreline history, geology, sediment budget, beach profiles, storm-induced erosion, and wave run-up / overtopping*** – for the Tentatively Selected Project (TSP), including a system of levees,



floodwalls, and storm surge barriers, plus interior drainage facilities. The firm also assisted USACE with the development of design criteria, preliminary design alternatives, preferred plan selection, and plan optimization.

More recently, Hurricane Sandy impacts have made the project area more vulnerable to severe damage even from moderate storms. Due our work on the feasibility study prior to Hurricane Sandy, Moffatt & Nichol was tasked to re-evaluate the design, plan formulation, and cost for the TSP by applying updated flooding risk information based on the latest FEMA data and post-Hurricane Sandy LiDAR data in accordance with the post-Sandy Disaster Relief Appropriations Act of 2013. The re-evaluation effort has provided the opportunity to confirm the TSP's level of protection in a major design event and to include additional public use amenities and aesthetics in the project design.



City of Huntington Beach Sea Level Rise Vulnerability Assessment | Huntington Beach, California

Moffatt & Nichol worked with the City of Huntington Beach's planning consultant to perform a **sea level rise vulnerability assessment** to identify areas at risk of flooding through year 2100. With about 6 miles of exposed coastline and portions of the city lying at elevations of less than 10 feet above mean sea level, the City's flood risk will increase significantly if sea levels rise as projected. In addition to critical public infrastructure – public utilities, highways, roadways, piers, and marinas – high value private developments, businesses, and residences are also at risk.

Moffatt & Nichol modeled several sea level rise scenarios in conjunction with other coastal flooding factors, such as **storm waves and upland flooding from significant rainfall events**. Our team used model results to map flood hazard zones for each scenario. We then compared the results to a geo-referenced inventory of affected infrastructure and coastal resources. Moffatt & Nichol's study provided the City with detailed information regarding current and future vulnerabilities and risks to their natural and build environment. We prioritized at-risk areas and developed adaptation strategies for the City's coastal resiliency plan.



City of Carlsbad Sea Level Rise Vulnerability Assessment | Carlsbad, California

Moffatt & Nichol produced a **coastline vulnerability study** for the City that identified coastal areas most susceptible to damage from sea level rise. The report projected potential coastal hazards over two timeframes and identified the vulnerability and relative risks of these hazards to various city assets. The report provides possible adaptation strategies to improve the resiliency of vulnerable assets. Our report analyzed the following assets: beaches between Batiquitos and Buena Vista lagoons; areas where the public accesses beaches and lagoons; State parks and their amenities; individual parcels of private property in affected areas; critical infrastructure, such as power plants, electrical infrastructure, and, water and sewer lines; streets, bicycle and pedestrian paths, and trails; and environmentally sensitive lands, such as the three lagoons and adjacent wetlands. Moffatt & Nichol found that





especially low-lying areas may be extremely vulnerable to coastal flooding, such as Carlsbad Boulevard near Encinas Creek, which sustained damage during recent winter storms.

NEMAC+FernLeaf Experience

Vulnerability Assessment & Resilience Plan | Charleston, South Carolina

N+F is currently guiding staff from the City of Charleston through a series of facilitated workshops. The project is using a phased approach addressing multiple types of flooding and other challenges while examining critical projects to build resilience in the City. Workshops utilizing decision making under uncertainty is assisting staff to first recognize key areas of the city, and second, to prioritize limited resources available in order to build maximum resilience to existing hazards and possible future change.

The workshops have helped build shared understanding that projects that build better access and mobility are just as important as stormwater and armoring projects.



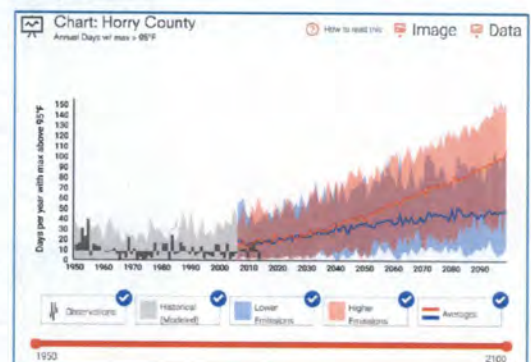
In Charleston, the threats of tidal flooding and heavy rainfall flooding (citywide) are in the near term and have less uncertainty associated with them. In a recent workshop involving city staff and the mayor of Charleston, scenario planning shows that protecting main assets that would prevent cascading failures take precedent for near term funding.

Near-term options linked to storm surge will likely be related to emergency management and evacuation. Longer term, large dollar investments need to wait until a few critical uncertainties are clarified.

Vulnerability Assessment & Resilience Support | West Palm Beach, Florida

N+F is currently guiding staff from the City of West Palm Beach – with representatives from nearly every municipal department – through the five-step Steps to Resilience planning process in a series of facilitated workshops. The project is assisting City staff and leadership in prioritizing limited resources available in order to build maximum resilience to existing hazards and possible future change.

The team is currently providing an economic impact scoping assessment along with public communication and internal process alignment to take advantage of the full assessment findings and leveraging AccelAdapt.



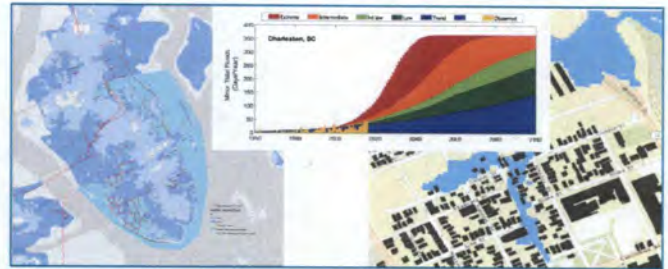
As a coastal community, West Palm Beach is facing a number of acute inundation hazards caused by heavy precipitation, tidal events, and storm surge – all being exacerbated by gradual sea level rise. Additionally, the city faces a number of chronic challenges, such as water shortage and vulnerability to heat stressors, and non-climate stressors, such as recent population growth and resultant pressure on infrastructure capacity.

One major finding: unlike their southern neighbors, inland precipitation-driven flooding is, and will likely continue to be, a greater challenge than sea level rise. With this important insight, the team is currently working with the City on developing options that address the most pressing challenges they face such as flooding and lack of critical access.



U.S. Climate Resilience Toolkit | Nationwide

The U.S. Climate Resilience Toolkit (CRT) (toolkit.climate.gov) provides scientific tools, information, and expertise to help people manage their climate-related risks and opportunities, and improve their resilience to extreme events. The site is designed to serve interested citizens, communities, businesses, resource managers, planners, and policy leaders at all levels of government.



N+F is an integral part of the CRT development and editorial team. Staff partnered with NOAA personnel for the site's initial conception and development, working from conceptual development through design, content development, and initial launch. We continue to work closely with NOAA to manage the site's design, development, and content. One of the cornerstones of the Toolkit is the "Steps to Resilience", the nationally accepted risk analysis framework that our team will use in the Vulnerability Assessment for this assessment. In addition to the Toolkit's website, N+F also developed its featured tool: Climate Explorer. Climate Explorer is a visualization tool that offers maps of climate stressors and impacts, as well as interactive graphs showing daily observations and long-term averages from thousands of weather stations across the nation, and climate projection data on a county scale in interactive graphs and maps.

Communities across the nation are using the CRT to help them build resilience. National groups including the Association of Climate Change Offices, the American Society of Adaptation Professionals, The United States Sustainability Directors Network, the APA, the American Meteorological Society, the National Council of Mayors and many others are utilizing the Toolkit as a trusted source of information to guide their Community Resilience.

Public Participation Experience

New Bern residents have been through a lot over the past few years, with multiple storms passing through and over, and are anxious to know what the City and Craven County are doing to protect local infrastructure from future storms. They understand that tourism and quality of life are critical aspects of the area's appeal. As we have been working with multiple similar waterfront cities in North Carolina and up and down the eastern seaboard, we understand these concerns and work every day to develop new and better ways to deal with severe weather and the effects of climate change. Further, many of the projects we have completed have involved a great deal of public outreach. One of the prime advantages of a partnership with Moffatt & Nichol is that we understand the importance of public outreach and participation, and we have relationships with many area stakeholders. The Moffatt & Nichol Team makes sure the public:

- ◆ Understands how projects are prioritized.
- ◆ Is kept informed on project progress during dredging/construction.
- ◆ Is confident that their concerns during construction are quickly and fully addressed.



Team Member Brian Joyner recently gave a community briefing to the Croatan Beach Civic League to update residents and stakeholders about the Croatan Beach Shoreline Assessment.

We will work with the City to develop public outreach plans that educate and inform citizens and local businesses of the project scope, gain stakeholder consensus, and promote public involvement. Each of our assigned Team members



is experienced with working with coastal communities, and Outreach Lead Dawn York is well versed in the development of community outreach strategies, resulting in communication of complex transportation planning processes to the public. She regularly hosts project outreach meetings and is a coordinator for the Cape Fear River Partnership, a coalition of federal, state, industry, private, non-profit organizations working towards the restoration of anadromous fish species in the Cape Fear River watershed.

Stakeholders will be identified, and specific efforts will be developed to communicate the project's impacts to the community and outline steps that may – or may not – be taken to mitigate the identified issues. A two-way approach to communication will be utilized that will emphasize listening to stakeholders, understanding their concerns, and proactively providing feedback. Project-specific websites, newsletters, and educational meetings may be used to build consensus, increase collaboration with stakeholders, and provide a consistent and well-developed messages tailored to each audience.

References

After careful review of the RFQ's Scope of Services, the projects featured in this Demonstrated Experience section, and our other project experience, we are pleased to offer the following three references for Project Manager Mike Robinson. While new to the firm, Mike's experience nationwide with FEMA Hazard Mitigation Plans for cities and counties like New Bern makes him the ideal choice to lead our team. We are confident that they will testify to his dedication to clients and commitment to delivering complex solutions with the highest quality standards. Combined with the balance of the Moffatt & Nichol Team, we will provide a client-focused, solutions-driven approach to your needs.

Reference 1

Charlotte-Mecklenburg Storm Water Services

Timothy Trautman, PE, CFM
Program Manager, Engineering & Mitigation Program

(980) 314-3224
tim.trautman@mecklenburgcountync.gov

Charlotte-Mecklenburg Multi-jurisdictional Hazard Mitigation Plan (2005) and Plan Update (2015): Mike Robinson, while with a previous firm, was the risk assessment lead for the original 2005 FEMA-compliant multi-jurisdictional hazard mitigation plan for Mecklenburg County, including the City of Charlotte, and lead planner for the 2015 plan update. The plan covers 12 natural hazards and a wide range of at-risk community assets.

Reference 2

Catawba County Emergency Management

Karyn Yaussy
Emergency Management Coordinator

(828) 465-8989
kyaussy@catawbacountync.gov

Unifour Regional Hazard Mitigation Plan: Mike Robinson, while with a previous firm, was the lead planner for the successful regionalization and update of the four county-level plans for Alexander, Burke, Caldwell, and Catawba Counties in North Carolina, covering a total of 28 individual participating jurisdictions and 12 natural hazards.

Reference 3

Orange County (NC) Emergency Services

Kirby Saunders
Emergency Management Coordinator

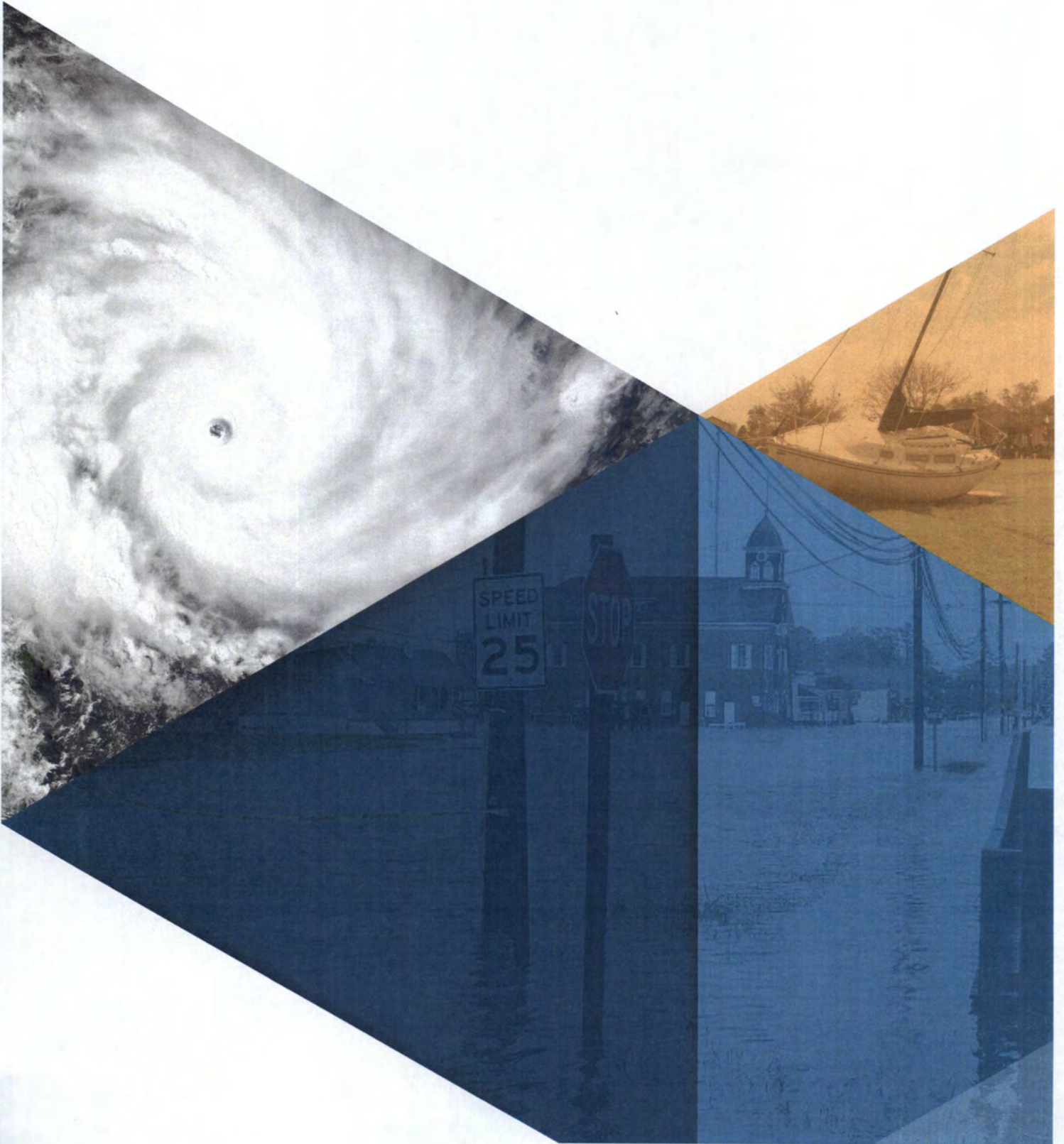
(919) 245-6100 ext. 6135
ksaunders@orangecountync.gov

Eno-Haw Regional Hazard Mitigation Plan: Lead planner for the successful regionalization and update of the three county-level plans for Alamance, Durham, and Orange counties, covering a total of 17 individual participating jurisdictions and 10 natural hazards.



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Project Understanding &
Approach





Project Understanding & Approach

The Resiliency and Hazard Mitigation Plan will evaluate a variety of potential threats, primarily relating to flooding hazards, requiring the expertise of an equally multidisciplinary team that provides the necessary expertise in a range of services. To meet the City's needs and project goals, the Moffatt & Nichol Team is assembled of highly qualified team members who specialize in community resiliency, mitigation planning, floodplain management, emergency management, historic preservation, and infrastructure protection. We will use this knowledge along with our ability to manage a multidisciplinary team to provide an integrated, efficient, and cost-effective project approach, as outlined in this section.

Our Understanding

The M&N Team fully appreciates the need for the City of New Bern to develop a municipal-level Resiliency and Hazard Mitigation Plan that addresses specific flood hazard risks and vulnerabilities that threaten this important coastal community.

FEMA and NCEM have advocated local hazard mitigation planning since the inception of the Disaster Mitigation Act of 2000. However, in many cases, communities such as New Bern have fallen into county- or regional-level planning efforts that often lack the detail and localized information necessary to be a truly actionable plan for the community to follow on its path to resilience.

By pursuing its own Resiliency and Hazard Mitigation Plan, the City of New Bern has an opportunity to define resilience at the city level; identify relevant shocks, stressors and accelerators; create a vision; design a framework; and follow a process that leads to a more sustainable future for the City that incurs fewer flood-related damages and less economic hardship. There is also great potential for this plan to go far beyond normal minimum planning requirements and expectations to better address complex issues such as climate change, sea level rise, direct and indirect economic impacts, social vulnerability, and historic preservation. Especially in light of major recent events that have heavily impacted Eastern North Carolina, including Hurricane Matthew in 2016 and Hurricane Florence in 2018, there is no better time to undertake this effort.

In addition, we recognize that each community in North Carolina is unique, with varying concerns and priorities related to natural and human-caused hazard risks, and varying degrees of capability to carry out mitigation actions that help reduce that risk. Over the years, M&N staff have developed and refined methods and procedures for hazard mitigation planning that also support the newer trend of overall resiliency planning. We also have staff experienced with identifying potential grant opportunities to help fund the implementation of identified mitigation solutions. Our general approach has proven successful in terms of satisfying state and federal planning requirements while also resulting in a process and end result that is tailored in a meaningful way to local community capabilities and local hazard concerns.

In the event that the City desires to submit the final plan to NCEM and FEMA for formal approval as a local hazard mitigation plan, the process can be conducted in compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended by the Disaster Mitigation Act of 2000; Code of Federal



Regulations – Title 44, Chapter 1, Part 201 (§201.6: Local Mitigation Plans); FEMA’s Local Mitigation Plan Review Guide; and other relevant state statutes and state planning guidance as required and/or appropriate.

Work Methodology

Our work methodology is based on a collaborative relationship with the City of New Bern. This will be accomplished through regular and consistent communication, including careful attention to direction, input, and review comments received from the local planning team and key stakeholders.

M&N brings a number of unique qualifications to this project, including:

- ♦ Past experience working closely and directly with many similar communities in North Carolina and nationwide on previous resilience and hazard mitigation planning efforts;
- ♦ Past experience working with state governments, including the State of North Carolina, on high-level risk and mitigation planning efforts, including climate change adaptation;
- ♦ Supporting FEMA in the development of national hazard mitigation planning guidance, including the *Local Mitigation Plan Review Guide*, the Local Mitigation Plan Review Tool, and the *Local Mitigation Planning Handbook*;
- ♦ Development of a FEMA guidance booklet on *Integrating Hazard Mitigation into Local Planning*, which provides practical guidance on how to incorporate risk reduction strategies into existing local plans, policies, codes, and programs that guide community development or redevelopment patterns;
- ♦ Supporting NOAA’s Office for Coastal Management (OCM) on local flood risk analysis efforts on the east and west coasts, including integrating flood risk modeling with other local plans, processes, and procedures; and
- ♦ Experience conducting Safe Growth Audits and surveys as recommended by the APA and ASFPM.
- ♦ Unique combination of highly skilled team members, including N+F (focusing on vulnerability assessment) and The Craig Group (focusing on historic preservation).

Project Approach

Upon receiving a Notice to Proceed, our mitigation planners will conduct relevant research to become familiar with the plan documents and related information currently in place for the planning area. This information, along with ongoing team discussions, will help to develop and implement a flexible, yet deliberate approach to the preparation of this Resiliency and Hazard Mitigation Plan.

M&N’s general approach to preparing this plan will follow the phases and steps outlined in the RFQ and are discussed briefly below. Before the process begins, it will also be necessary to establish a planning team and appropriate points of contact within the community. M&N will assist the City of New Bern in identifying appropriate representatives for a local planning team. This is typically accomplished by reviewing the membership lists of previous mitigation planning teams; discussing the goals and desired outcomes of this planning cycle with relevant stakeholders; and considering all relevant departments, stakeholders, and potential resources that could and should contribute to the leadership of the steering committee. The phases and tasks described below are flexible and can be modified based upon further input from this steering committee.

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PHASE 1: DATA COLLECTION, ASSESSMENT AND PUBLIC ENGAGEMENT

Task 1: Data Gathering

Goal: Collect, analyze, and leverage existing plan documents, studies, data, past mitigation activities, and other resources to form a foundation for the overall planning process.

Overview: It is important to characterize the general makeup of the planning area, including relevant geographic information, demographic data, economic profiles, building and parcel data, environmental characteristics, community assets, infrastructure, historic properties, land use patterns, major employers, high potential loss properties, plans for future development, etc. in relation to flood hazard risk. It is also important to conduct a thorough literature review of all relevant plans, policies, procedures, ordinances, etc. that relate to resiliency, flood risk reduction, and sustainable development.

This baseline information provides context for the planning area and thereby assists the planning team in recognizing the social, environmental, and economic factors that ultimately play a role in determining community vulnerability to identified hazards. This study will also include information on development trends and special infrastructure considerations, as well as historic properties, districts and sites; cultural assets; waterfront destinations; and other important community elements.

The M&N Team will work with the City to understand and clarify the scope of the analysis and the data required for the vulnerability and risk scoping assessment. This includes asset data such as property parcels and building footprints, and threat data such as various inundation model outputs. The data sources and methods of categorizing asset data are provided as a technical document for auditability.

Recommended Scope and Deliverables:

- ◆ Establish appropriate Geographic Information System (GIS) and data inventory
- ◆ Create a digital library of relevant plans, processes, ordinances, etc. as described above
- ◆ Develop a summary report/presentation on initial findings for discussion by the planning team

Task 2: Public Input

Goal: Educate citizens and key stakeholders on the proposed planning process and solicit their input and participation; further strengthen collaboration and partnerships between targeted stakeholder groups across the planning area to identify, assess, communicate, and mitigate identified hazards.

Overview: Public involvement is vitally important in helping to inform and engage constituents about resilience. In our experience, we have found that broad public involvement can be best accomplished at strategic points in the planning process. Working with other cities, counties, and regions, we have seen the importance of



Stakeholder engagement and public involvement are critical aspects of any planning process, especially hazard mitigation planning, risk reduction activities, and overall resiliency efforts.



communicating with three distinct groups: inward to City staff and key regional stakeholders; upward to elected officials; and outward to the general public.

It has also been our experience that in order to develop an effective plan and subsequent mitigation actions, meaningful input is required from key stakeholder groups, such as City staff, regional leaders, major employers, utilities, service providers, and economic interests. We define stakeholders as people and/or groups who meet the two “R’s”—willing to accept Responsibility and able to assign Resources. We have seen that active working groups, supported by workshops, empower these stakeholders to accept responsibility and find ways to add their resources to the solution.

Recommended Scope and Deliverables:

- ♦ Five (5) planning team meetings
- ♦ Two (2) open public meetings
- ♦ Two (2) additional stakeholder engagement meetings (as needed)
- ♦ Documentation of the above activities

Task 3: Vulnerability and Risk Assessment

Goal: Utilize the AccelAdapt vulnerability assessment software and methodology developed by proposed team member N+F. This will include identifying and communicating changes in perceived hazard risks.

Overview: M&N’s planning process will bring to light, through clear maps, quantifiable data and a meaningful narrative, existing threats to the planning area and how those threats might change over time. This will be achieved in coordination with M&N’s teaming partner, N+F. For the purposes of this task, resilience is defined as making the right community investments before a hazard event occurs, so that when one does occur, a community’s capacity does not drop below a critical threshold, allowing the community to adapt and “bounce back” faster.

Our general approach to this task uses the framework our team developed in collaboration with NOAA for the U.S. Climate Resilience Toolkit – the “Steps to Resilience.” N+F has worked with NOAA to establish this as the national standard for how communities should approach vulnerability assessments and resilience planning. The Steps to Resilience framework is a step-by-step process, each building on the previous step, designed to assist local governments identify climate and non-climate threats, assess vulnerabilities, develop strategies for addressing them, and prioritize specific mitigation and adaptation measures. The process focuses on building a group consensus through each step by providing useful decision support tools in workshop settings.

In a traditional vulnerability assessment, the analysis can be out-of-date as soon as it is delivered. To address this problem, N+F developed **AccelAdapt** in collaboration with ESRI. AccelAdapt is an interactive software product that regularly ingests new local asset data to provide a “living” risk assessment. Thus, with AccelAdapt, as a jurisdiction changes, so does its risk assessment.

All analysis outputs will be published to the City’s ArcGIS Online account. The data used as part of this risk assessment will continue to belong to the City after the project is completed. Our team is closely partnered with ESRI to make

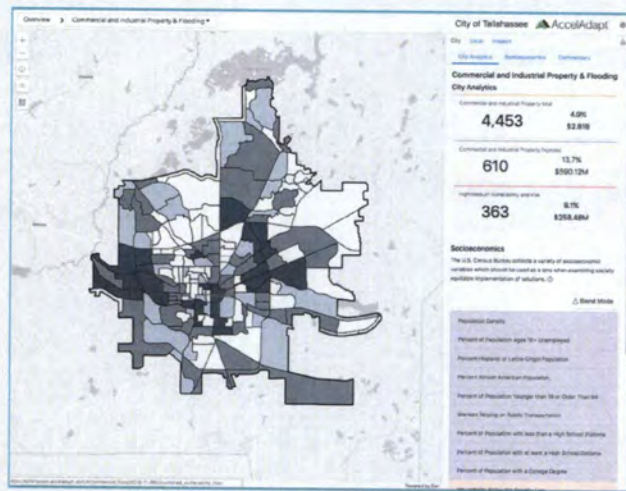


Example dashboard screen from Tallahassee, Florida displaying key roll-up stats across the city.

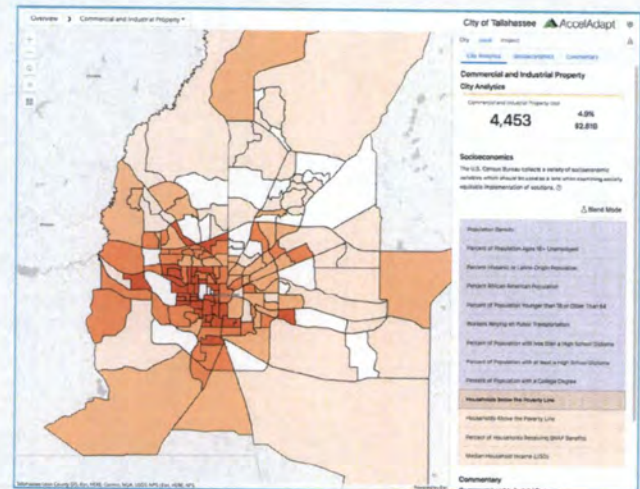


this integration simple and secure. Because feature services are used as the core data services, the application is secured using user authentication that will be controlled by the City.

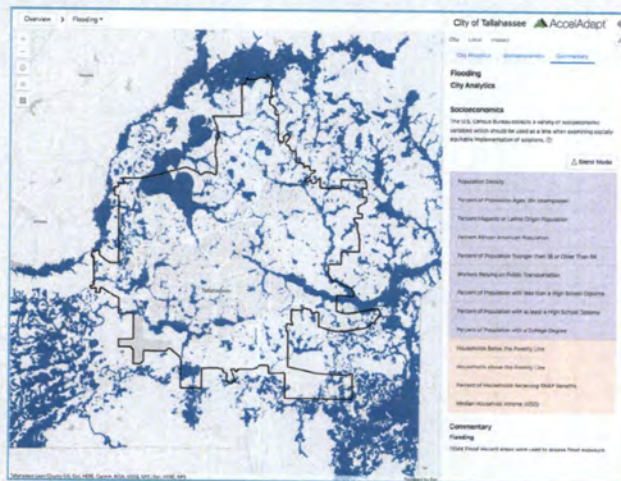
Furthermore, a report only represents one way of interacting with the risk assessment information. By providing a tailored interactive viewer, AccelAdapt Online maximizes insights to be gained from specific vulnerability assessments. The AccelAdapt Online viewer is built on the ESRI ArcGIS JavaScript API. N+F hosts and maintains the viewer so that there is no new software for the City to manage.



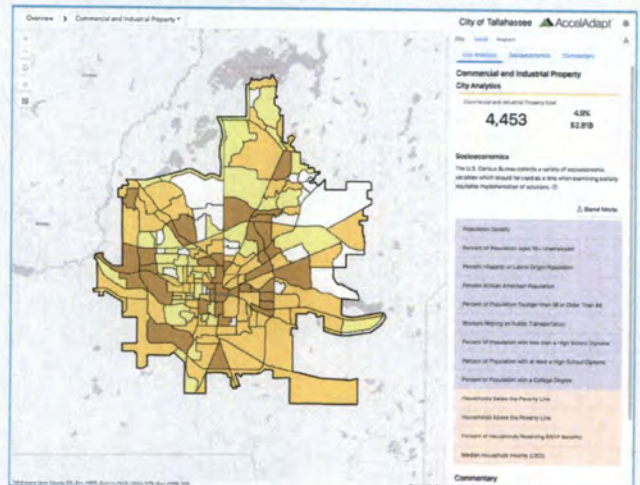
Example city-level view from Tallahassee, Florida displaying commercial and industrial property exposed to flooding across the region. Each asset-threat pair is selectable and presents a map and corresponding stats.



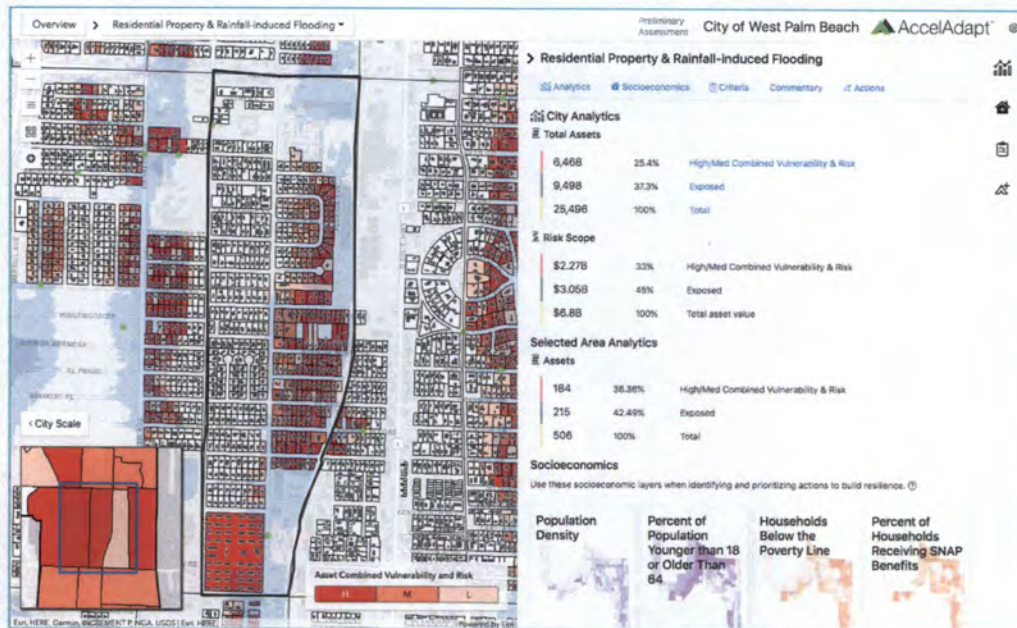
Example city-level Commercial and Industrial Property asset view from Tallahassee. All assets are viewable at the regional scale.



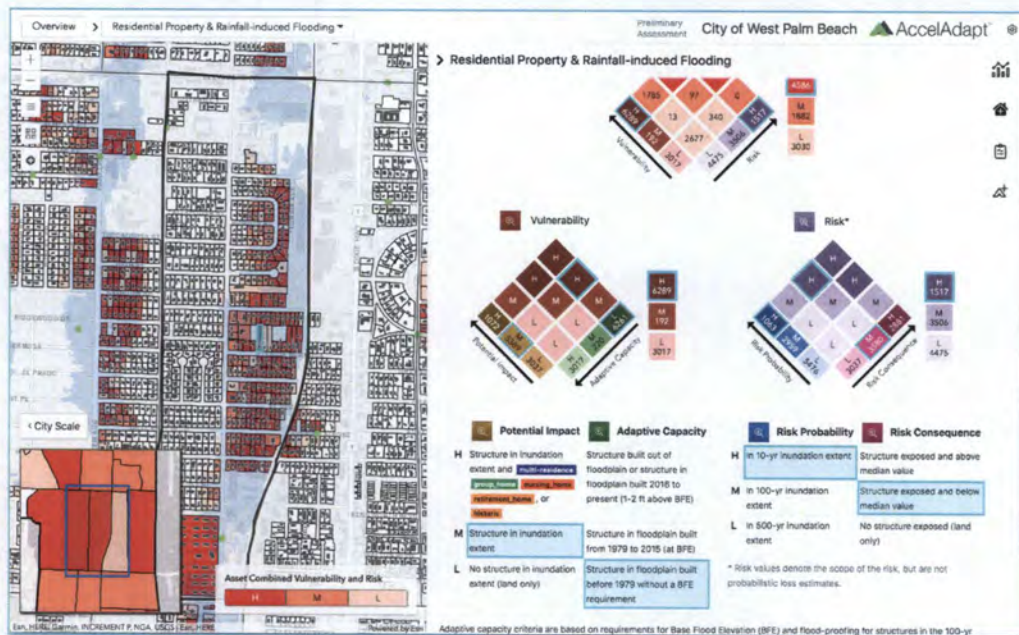
Example city-level view of threat information from Tallahassee.



Example city-level view of socioeconomic information from Tallahassee. A full suite of socioeconomic data are available at the census tract scale.



Example census tract view for the selected asset-threat pair displaying selected area stats and an interactive presentation of asset-level data.



Each asset is selectable, displaying a full suite of stats about that asset's resilience context.

In addition to the expertise N+F will provide for the vulnerability assessment, The Craig Group will focus on the unique vulnerabilities and financial risks associated with historic buildings, properties, districts, sites, and assets. The natural forces to be addressed through this planning process and this risk and vulnerability assessment specifically threaten our North Carolina heritage with extreme storm events, sea level rise, wildfires, and other climate-related threats. These threats rapidly erode shorelines, cultural practices, archaeological sites, and the historic fabric of our communities.



The Craig Group's primary role in this technical approach will be to support the City of New Bern and its various community groups; cultural organizations; and state and national partners in valuing and protecting heritage assets within the planning area. The Craig Group specifically helps communities like New Bern decide what policies and plans are best suited to the protection of their historic places and how best to lead the effort to ensure a viable future for the past. This expertise will be applied strategically throughout the planning process, including the risk assessment, to ensure proper care is taken to address historic assets and potential mitigation techniques.

Recommended Scope:

- ♦ Utilize AccelAdapt software developed by proposed team member N+F
- ♦ Perform a detailed vulnerability and risk assessment at the local/asset level

Specific Details:

Step 1: Data Integration, Exposure Analysis, and Socio-economic Assessment

Outcomes of this step will include:

- ♦ Understanding of the numbers of persons and assets that are exposed to each threat by sector
- ♦ Understanding of where those assets are exposed, and whether some neighborhoods are more exposed to hazards (such as flooding) than others
- ♦ Understanding of the socioeconomics of the region and how that influences local resilience
- ♦ Recommendations for additional beneficial datasets to be gathered

The M&N Team will perform a data quality assessment that identifies factors that alter the confidence in key risk assessment elements. This is also useful for other purposes beyond the risk assessment. For example, the team will identify any parcels that have an improved value but that do not have a corresponding building footprint. Furthermore, the team will recommend additional data investments such as key threat layers that could be created to increase the value of the analysis in the future.

Dataset	Desired Attributes	Notes	Source	Date	Status	Questions for COT
City/Town Limits	Name	Spatial polygons. Desired format: Shapefile/Feature Service. Can be multiple layers.	Resilience_Mapping.gdb#CityLimits		Collected	
County Limits	Name		Resilience_Mapping.gdb#County		Collected	
Neighborhood Limits	Name	Will compare with census boundaries to see how they overlap	Resilience_Mapping.gdb#Homeowner_Neighborhood_Asn		Collected	
Census Block Groups		These are our aggregation units for local asset data	US Census Bureau American Community Survey		Fermi/Lea/NEMAC will collect	
Boundaries and underlying data	Geometry	Spatial polygons. Desired format: Shapefile/Feature Service/GDB. Please use CSVs for standalone table data.	Lease County Tax Appraiser	Jun 2018	Collected	
	Parcel ID			Jun 2018	Collected	
	Parcel Type/Class/Use	Code(s) that indicates the type of parcel (residential, commercial, etc). It's important that code(s) is as specific as possible so that specific types of assets can be considered in the assessment process. Please also list interpretation key below.	CERT_LAYOUT.xls ("property use" sheet)	Jun 2018	Collected	
	Parcel value	Total dollar value of the property	CERT_LAYOUT.xls ("property use" sheet)	Jun 2018	Collected	
	Improvement/Building value	Total dollar value of the structures on the property	CERT_LAYOUT.xls ("property use" sheet)	Jun 2018	Collected	
	Building year	Year the primary structure was constructed (required if no year built on building footprints)	CERT_LAYOUT.xls ("property use" sheet)	Jun 2018	Collected	
	Building Count	Number of buildings associated with each parcel. We can join if this doesn't exist.	CERT_LAYOUT.xls ("property use" sheet)		Collected	
	Building footprints	Spatial polygons. Desired format: Shapefile/Feature Service/GDB. Please use CSVs for standalone table data.	https://cotinterleapcountyil.gov/cotinter/cot/services/Vectors/COT_OverlayBuildingFootprints_D_WMMMapServer?		Desired	Is the source listed the building footprints input we should use? Is there an authoritative source with building ids and associations to parcels?

Example of a data inventory list.

Once cataloged and assessed, the team will then fully integrate the GIS data inventory for the analysis. N+F will perform the exposure assessment for the planning area for all relevant threats and assets for which data is available. Each asset will be intersected with each threat in order to determine its exposure (for example commercial properties intersected with flood risk data). This analysis is performed at the parcel and structure-level and then aggregated to a census block group scale for comparability across the city.



Example of local-scale exposure analysis output. In this image, parcels and buildings are shown along with the inundation threat those properties are exposed to. Gray parcels are exposed; white parcels are not.



Example of aggregate-scale analysis output. The darker blue neighborhoods have a higher count of exposed parcels.

These community assets will be placed into general categories and, as budget permits, a more detailed analysis can be performed using more nuanced categories for high-exposure assets. These community assets will be defined iteratively with the City, subject to data availability. Some example assets and threats include:

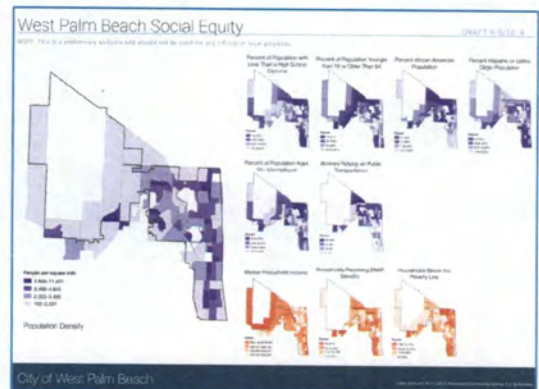
Assets	Threats
Residential Property	Tidal Nuisance Flooding
Vulnerable Populations	Extreme Heat/Urban Heat Islands
Commercial Property	Riverine Flooding
Cultural and Historic Properties	Sea Level Rise
Critical Facilities	Rainfall-induced Flooding
Road Infrastructure	Storm Surge
And others	And others

Additionally, a range of socioeconomic variables will be gathered for use as another lens to assess vulnerability of human systems and as a way of assessing equitable distribution of adaptation and resilience solutions.

Example of social equity metrics included in an assessment for West Palm Beach, Florida. These metrics would be gathered for the City of New Bern.

Specific Deliverables:

- A virtual or in-person working session with key City staff and local GIS managers to facilitate data gathering and review relevant reports
- Interim report containing data inventory, technical documentation, and data quality assessment



Example of social equity metrics included in an assessment for West Palm Beach, Florida – similar data will be gathered for New Bern.



- ♦ Interim exposure assessment report
- ♦ GIS and tabular data inventory of analysis outputs
- ♦ A facilitated on-site workshop for key City staff to present the findings of this phase and to gather necessary input for the next phase

Step 2: Vulnerability and Risk Assessment

Outcomes of this step will include:

- ♦ A deeper understanding of asset vulnerability and risk to specific threats, including counts, proportions, and locations – all leading to a quantified understanding of the assets most vulnerable and at-risk to individual hazards
- ♦ Understanding of connectivity issues including people and businesses that may become isolated
- ♦ Expanded metrics including jobs and commercial revenue potentially impacted

In this second step, the team will perform a vulnerability and risk assessment for the most exposed Asset-Threat Pairs identified in Step 1. This task involves assessing a number of factors such as sensitivity and adaptive capacity to determine vulnerability. A similar but parallel scoping assessment for risk will be performed that combines the probability with the consequence of an event taking place. This is a high-level risk scoping estimate (as opposed to a more detailed and costly assessment). Both risk and vulnerability are combined to provide a comparable metric.

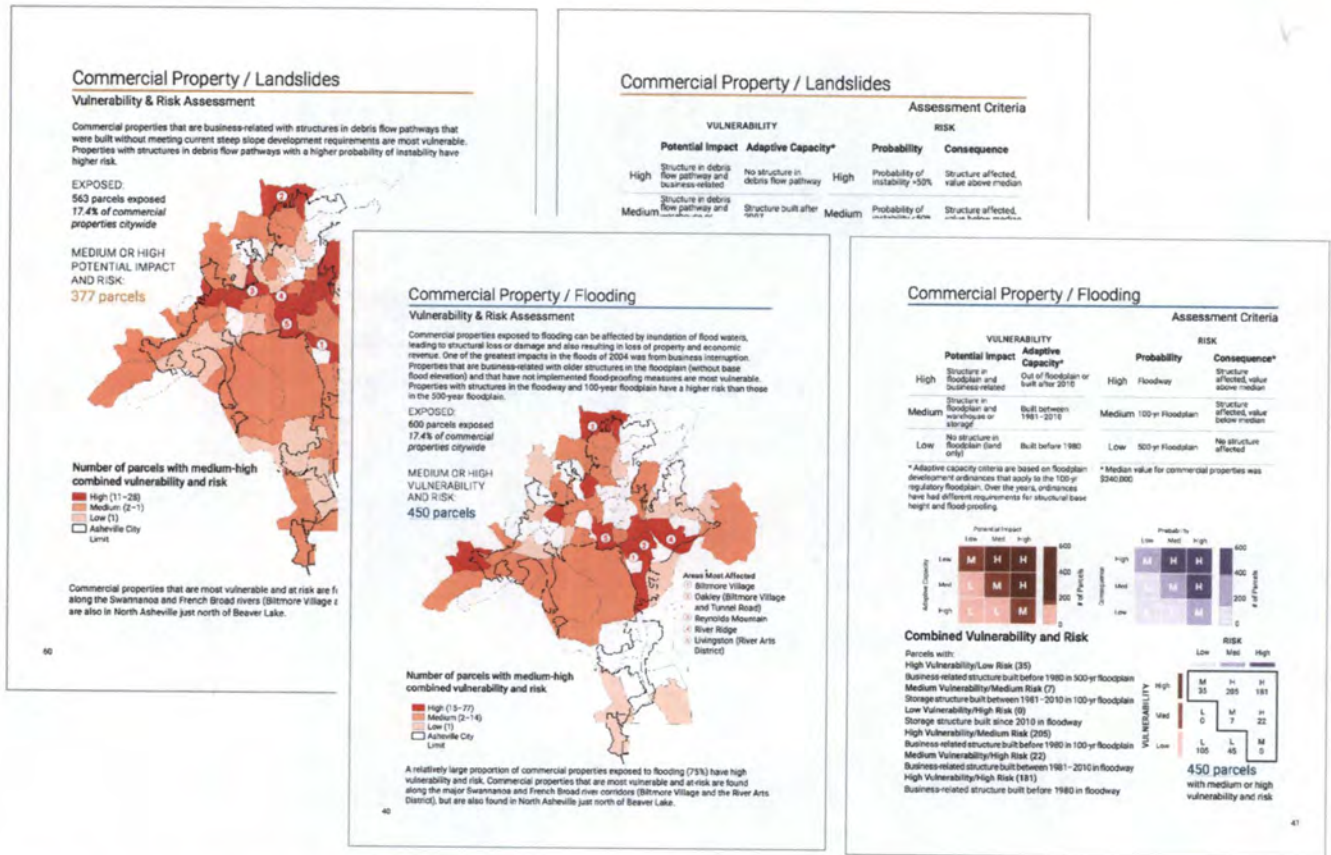
The project team will work with the City to gather as much input as possible to localize these rulesets to the planning area. This includes gathering information such as the timeline of ordinances passed within the jurisdiction, asset uses, emergency response times, asset values, and other factors. These rulesets will be combined and the assessments performed.



These three houses are all exposed to flooding, but their vulnerability and risk is very different. They illustrate the importance of moving beyond simple exposure toward assessing true vulnerability and risk.

Specific Deliverables:

- ♦ Two virtual working sessions with key City staff to further refine rulesets for analysis
- ♦ Interim vulnerability assessment report
- ♦ GIS and tabular data inventory of analysis outputs
- ♦ A facilitated on-site workshop for key City staff to present the findings of this phase and to gather necessary input for the next phase



Example of combined vulnerability and risk profile outputs. These profiles are comparable, allowing a quantified understanding about what's most at risk. Furthermore, the rules used to generate these assessments are entirely transparent, building credibility in their validity.

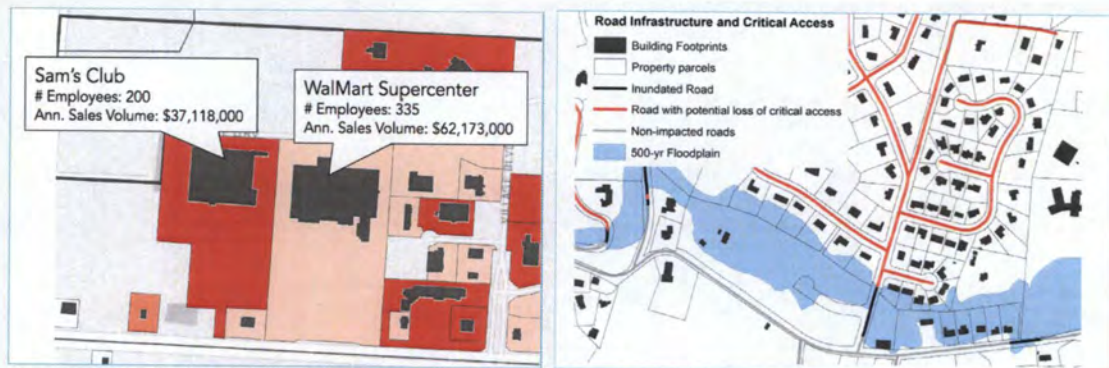


Illustration of connectivity assessment performed during this task that identifies areas that potentially become inaccessible during inundation events.

Individual business information, such as employees and annual sales volume, can be incorporated. When combined with the connectivity analysis shown above, a powerful understanding can be gained about the likelihood and possible consequences of business disruption.



PHASE 2: ANALYSIS AND PLAN DEVELOPMENT

Task 4: Review of Possible Solutions

Goal: Prepare appropriate alternatives to address the problem statements developed as part of the vulnerability assessment.

Overview: Developing potential mitigation and climate adaptation strategies provides the foundation for detailed mitigation actions that link specific activities to locally assigned implementation mechanisms and target completion dates. This is designed to make the plan both strategic in nature (through the identification of long-term goals) and also functional (through the identification of short-term and immediate actions that guide day-to-day decision-making and project implementation).

In addition to the identification and prioritization of possible mitigation activities, emphasis is placed on the use of program and policy alternatives to help make the city less vulnerable to the damaging forces of flooding and other natural hazards while improving the economic, social, and environmental health of the planning area. The concept of multi-objective planning is typically emphasized throughout the planning process, particularly in identifying ways to link hazard mitigation policies and programs with complimentary community goals related to housing, economic development, downtown revitalization, recreational opportunities, transportation improvements, environmental quality, historic preservation, land development, and public health and safety.

This process will also include identification of the department or agency responsible for implementing the action, estimated budget information, general cost effectiveness, proposed timeframe for completion, and other key components of well-formed mitigation actions. It is also helpful to understand the specific capabilities of the community in terms of resources available to implement hazard mitigation projects, including planning and regulatory capabilities, staff and administrative resources, technical capabilities, fiscal resources, and political willpower. The purpose of this assessment is to identify any existing gaps, weaknesses, or conflicts in programs or activities that may hinder mitigation efforts, and to identify those activities that should be further built upon (such as participation in the National Flood Insurance Program) in establishing a successful and sustainable community hazard mitigation program.

A final element of this step is the identification of appropriate funding sources for each proposed mitigation action. Potential sources include, but are not limited to, the Hazard Mitigation Assistance (HMA) grants offered by FEMA, including the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) program, Pre-Disaster Mitigation (PDM) program (ending in FY2019), and Building Resilient Infrastructure and Communities (BRIC) program (beginning in FY2020). Other potential sources of resiliency grants include HUD Community Development Block Grant (CDBG) funds, North Carolina Emergency Management (NCEM), Environmental Protection Agency (EPA), National Fish and Wildlife Foundation (NFWF), and others.

Recommended Scope:

- ♦ Develop, as appropriate, a set of attainable short-range projects to establish momentum, secure local buy-in, and address immediate flood-related concerns
- ♦ Develop, as appropriate, a set of longer-range projects that meet multiple objectives over a longer period of time

Specific Details:

Outcomes of this step will include:

- ♦ Prioritized list of actions to build resilience, tailored to the needs of the City of New Bern
- ♦ Defensible prioritization based upon expert and stakeholder input



Item	Location	Asset	Asset Description	Asset Category	Asset Type	Asset Status	Asset Condition	Asset Age	Asset Value	Asset Risk	Asset Impact	Asset Mitigation	Asset Notes
19a-2	Flooding	Bridges and Roads	Create detours and educate public on alternative access and evacuation plan (i.e. prepare to be temporarily stranded)	City wide	Response and recovery	Possible Project	Public Works - Streets Division	CAPE + Fire and Rescue	Y	3	2	3	2
19a-3	Flooding	Transit - Bus Routes	Create detour/alternate bus routes map and create communications plan for reduced service (Use Ride, ABC alert)		Increase adaptive capacity	Possible Project	Transportation	CAPE + Fire and Rescue	Y	2	1	3	3
19b-1	Flooding	Greenways	Evaluate greenways located in flood prone areas	City wide	Response and recovery, adaptive capacity	Strategy	Transportation	IT/GIS	N	1	1	2	2
19b-2	Flooding	Greenways	Plan for and communicate alternate routes/info source if closed due to flooding	City wide	Increase adaptive capacity	Strategy	Transportation	IT/GIS	Y	1	1	3	2
19c	Flooding	Food Locations	More frequent transit options and food routes	Sensitive populations	Increase adaptive capacity	Strategy	Transit	Office of Sustainability	N	2	2	3	2
19d	Landslides	Greenways	Plan for alternate routes/info source if closed due to landslides		Increase adaptive capacity	Strategy	Parks and Recreation + Transportation	CAPE	N	1	1	1	1
FUEL MANAGEMENT													
5	Create policy to address controlled burning requests to better mitigate wildfire risk												
5b	Wildfire	Residential Property	Identify locations of controlled burns and keep in database		Adaptive capacity/reduce risk	Plan/strategy	Fire and Rescue		N	2	1	2	3
5d	Wildfire	People and Places	Policy about how to address controlled burn requests and requirements of the owner moving forward (future use of the property) (future purpose and timeline)	City Parks, US forests, Parkway, Bltmore	Adaptive capacity, exposure	Policy	Fire and Rescue		N	3	2	2	2
Further analysis													
6	Conduct additional studies as necessary to determine detailed strategies for flood and landslide hazard mitigation												
6a	Flooding	City-Owned Facilities	Detail exposed assets and determine whether they house critical functions to determine next steps	Citywide	Reduce exposure	Project	General Services	Facilities + Real Estate	Y	2	1	2	3
6b	Flooding	Bridges and roads	Incorporate information on bridge and road vulnerability into GP Planning process	City wide	Adaptive capacity, response recovery	Strategy	Public Works	Finance Department	Y/N	3	2	3	2
6c	Flooding, Nuisance Flooding, Runoff, Erosion	All Properties	Develop watershed plans to guide infrastructure and improvement projects							3	3	3	3
	Flooding	Commercial / Industrial Residential Properties	Watershed plans, prioritize plans, influence zoning	City wide	Exposure	Project/Strategy (Project)	Public Works	Stormwater Division	Y	3	3	3	3
	Nuisance Flooding, Runoff, Erosion	Residential Properties	Watershed Plans infrastructure evaluations Prioritize plan for environment projects infrastructure Stream Restoration	City wide	Exposure, Adaptive capacity	Project/strategy							
6d	Flooding	Commercial / Industrial	Create flood maps based on build out of watershed (use Charlotte as example), update	City wide	Exposure	Project	Public Works						

Example of an option identification and prioritization matrix. Our team will work with stakeholders to identify options that address the asset-threat pairs of highest concern, and then help facilitate a prioritization process based upon the criteria the stakeholders define.

This phase involves identifying adaptation options that build resilience by reducing vulnerability, reducing risk, or enhancing response and recovery efforts in the event of a hazard or threat. These adaptation options will target the most vulnerable areas of the city by reducing exposure and/or by increasing adaptive capacity. Once effective options are identified, they will then be prioritized based upon how much they reduce vulnerability and risk, using classification criteria such as the ability of the option to be implemented. This task can be scoped out more fully as the project progresses.

Specific Deliverables:

- ◆ A list of prioritized adaptation options for building community resilience
- ◆ One facilitated on-site workshop with key City staff to identify and prioritize options
- ◆ Interim report

Task 5: Prepare Draft Plan

Goal: Prepare a complete first draft of the plan that captures the work performed as part of the previous steps. This initial draft may potentially include placeholders for any pending components or where further input may be required.

Overview: If the City's desire is to ultimately present this plan to NCEM and FEMA for approval as a DMA 2000-compliant local hazard mitigation plan, the draft plan will contain all relevant sections needed for plan approval, including appropriate front matter, introduction, documentation of the planning process, community profile, risk assessment, capability assessment, mitigation strategy, mitigation action plan, plan maintenance procedures, and all



relevant references and appendices. If the intent is not to present this as an official local hazard mitigation plan, the outline and content of the draft plan can more closely mirror the phases and tasks outlined by the City in the RFQ, or any outline agreed upon by the planning team as part of the planning process. In any event, efforts will be made to ensure that the content of the plan is presented in a thorough but concise and readable format, and which is easy to use on a daily basis as a guiding document for the community.

Recommended Scope:

- ♦ Complete draft outline of the plan document
- ♦ Complete first draft of the plan document for review and comment

PHASE 3: PREPARATION OF RESILIENCY AND HAZARD MITIGATION PLAN

Task 6: Public Review of Draft Plan

Goal: To solicit public input into the draft Resiliency and Hazard Mitigation Plan

Overview: A dedicated public meeting will be held to present key highlights of the draft plan and solicit further public input. Online resources may be utilized for information sharing and feedback as well, such as websites and social media, as appropriate.

Recommended Scope:

- ♦ Online survey/comment form with PDF version of the draft plan for review
- ♦ One (1) planning team meeting to coincide with the open public meeting
- ♦ One (1) open public meeting
- ♦ Documentation of the above activities

Task 7: Prepare Final Plan

Goal: Prepare a complete final draft of the plan based upon feedback received on the first draft.

Overview: The draft plan developed as part of Task 6 will be updated to reflect all relevant input from the planning team as well as the general public and other stakeholders. The resulting product will be a final draft of the Resiliency and Hazard Mitigation Plan.

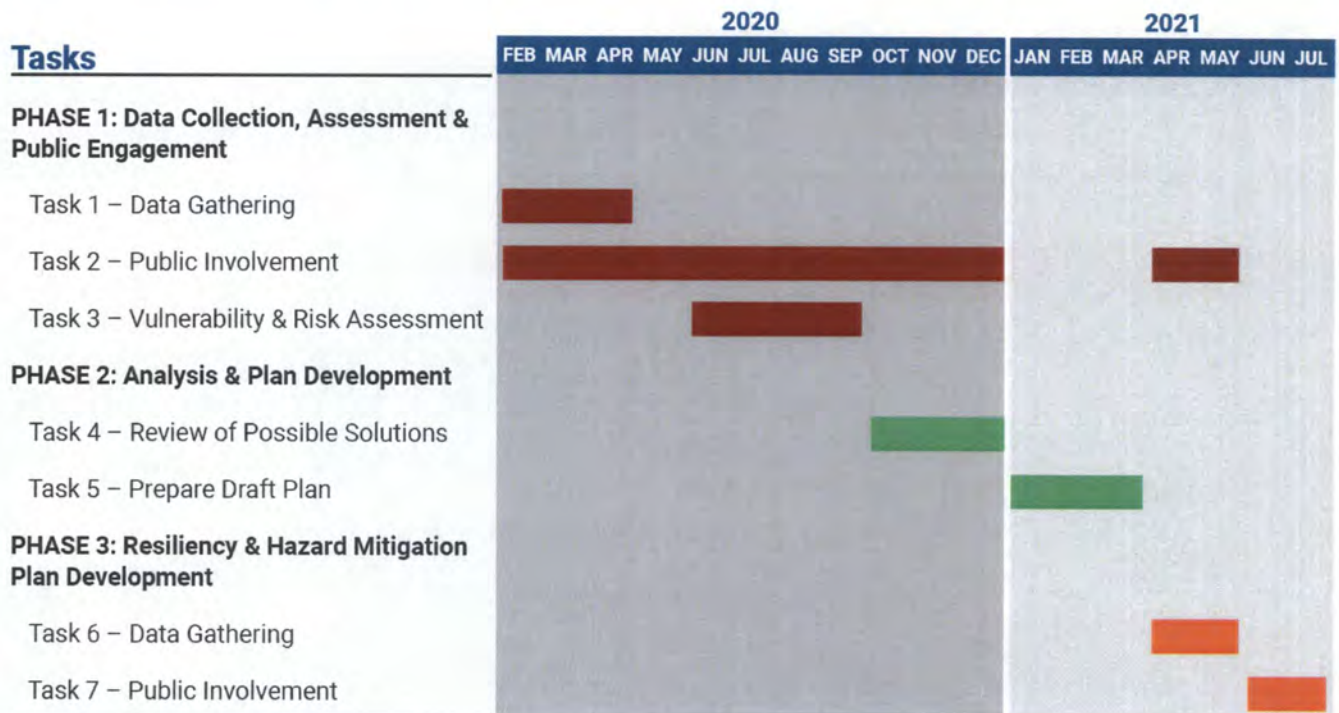
Recommended Scope:

- ♦ Complete final draft of the plan document based upon review comments received from the planning team, general public, and key stakeholders.

Project Schedule

The project schedule presented on the following page illustrates a proposed timeline for completing the phases and tasks identified in the RFQ. A local resiliency and mitigation planning process can typically span anywhere from 9 to 18 months or longer depending on a variety of factors, including public input, stakeholder involvement, discoveries made through data collection and analysis, local meeting schedules, etc. Our proposed schedule is based on an average 18-month timeframe, but is flexible and customizable, and will be finalized with the core project team at the initial project kickoff meeting.

Moffatt & Nichol is prepared to begin work immediately upon receipt of written Notice to Proceed (NTP).



Project Tracking and Document Control

Moffatt & Nichol's approach to project tracking and performance monitoring integrates the management of labor, cash flow, and schedules into one platform. This approach yields a global picture of related project elements, allowing the efficient retrieval of cost, time, and labor information at both the overall project, task, and subtask level, while enabling the production of integrated project progress reporting. Further, it assists in forecasting near- and long-term progress with respect to task milestones and fuels communications among the team. This approach highlights the significance of competing issues, and offers a meaningful, realistic comparison of the relative importance of the task needs by weighing the impacts against the overall task goals.

Reports will also be adapted to the City of New Bern's needs. We are aware that reports must be prepared and disseminated to all levels in your organization. Working with the City's project manager, reports will be customized to the needs of those who require regular reporting on project status.

Deltek Vision

M&N uses Deltek Vision as its financial tracking system. Vision can report revenues and charge projects based on earned value and percentage complete from information that is provided by the project manager. This system allows our project managers to review project charges and progress in real time. Use of Vision affords our project managers excellent control of our client's project schedules and budgets. Changes from plan can be identified and a change management process implemented as required.

In addition, Vision incorporates timesheet and expense reimbursement collection, processing, and tracking functions. More than just a series of spreadsheets, these tools allow for immediate recording and rapid processing of hours and expenses through both desktop and mobile interfaces. Data is immediately available across Vision, providing real-time visibility into the costs that drive projects and profitably and eliminating redundant data entry that can contribute to errors or omissions. The integration of the project management and time and expense management features of Deltek streamlines invoicing and eases the process of auditing timesheets against project costs.



Newforma Project Center

M&N uses the Architect/Engineering/Construction (A/E/C) software Newforma Project Center as its project information management system. Project Center addresses the basic needs of organizing, finding, tracking, sharing, monitoring, and reusing technical project information and communications in a way that is completely aligned with the people and processes that depend on that information.

Project Center provides us with a platform to reduce risk and save time in the management of email, searches, markups, meeting minutes, project files, record documents, document management, record copies, transmittals, images, file transfers, and action items. It supports key A/E/C processes with specific focus on the areas of contracts, pre-construction, and construction management. These features and the overall system flexibility allow M&N the ability to provide access to authorized parties at all stages. Project Center supports our need to manage, interact, review, and monitor the job progress from the office, the project site, or any internet-enabled device.

Quality Control

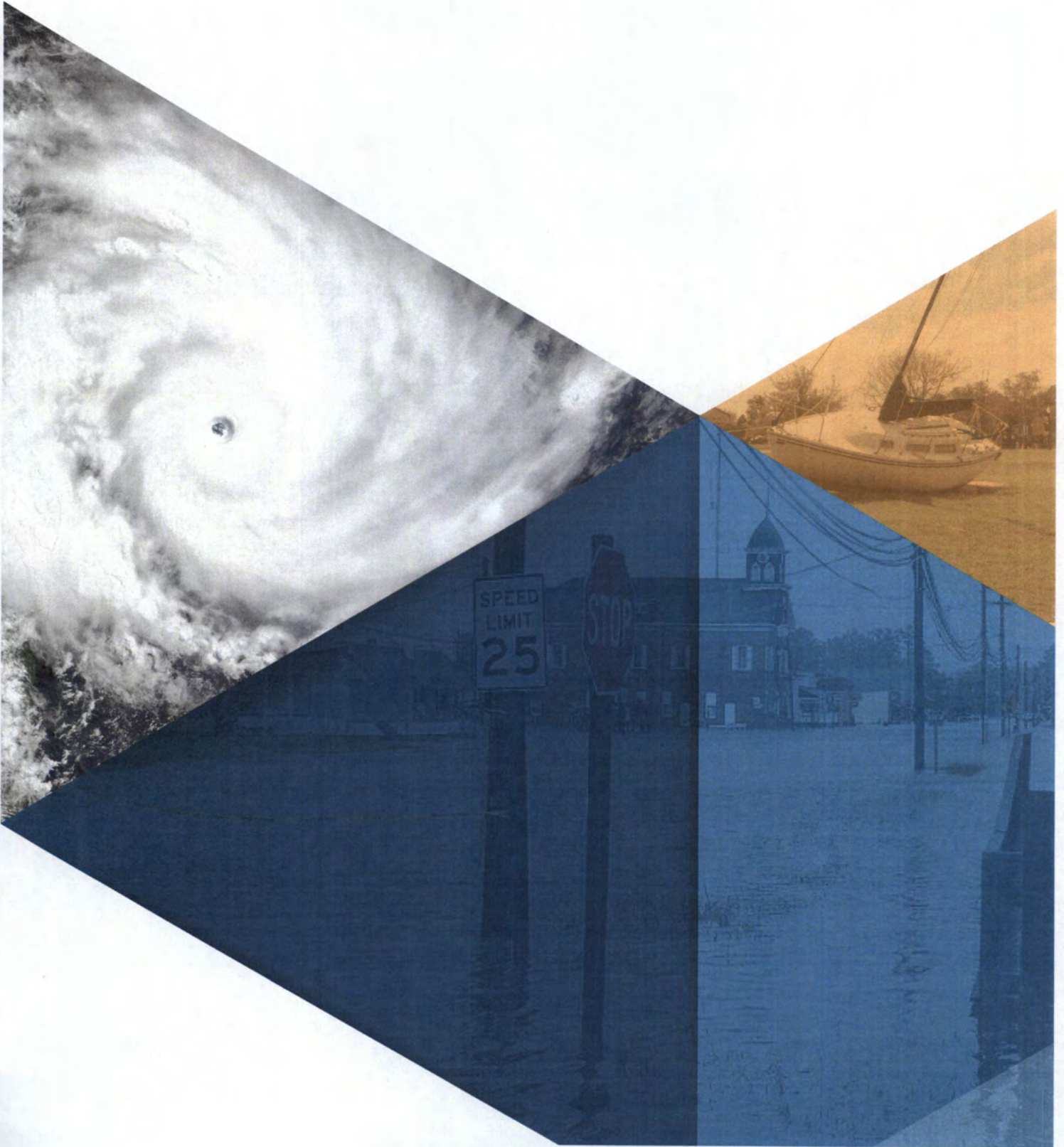
A key to M&N's successful project development methodology is sound quality control. Quality control is woven throughout the project development process, and the successfulness of M&N's methodology is evidenced by the history of returning clients or "repeat business." Repeat business can only be achieved by delivering quality products in a timely manner and doing so is what has sustained the firm. M&N's corporate culture is built around the idea that financial success is a product of the ability to provide high-quality service through attention to detail, a shared sense of responsibility, and commitment to excellence. To make this goal a reality, we use a formal Quality Manual for every project. This program not only requires formal procedures for checking, but also encourages staff to always "think quality" in every task performed throughout the design process.



M&N's Quality Program is based on three essential tenets of quality: Assurance, Control, and Improvement:

- Quality Assurance is the process of verifying that the tenets of the QA/QC Plan are followed.
- Quality Control is the process to verify that work is completed to the stated quality goals.
- Quality Improvement is documenting and communicating lessons learned from previous experience

**Additional Requested
Information**



Additional Requested
Information



Responder's Certification Form

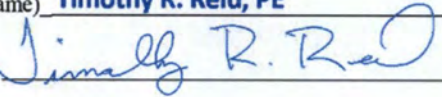
RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional engineering consultant services for City of New Bern in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Moffatt & Nichol, Inc.

BY: (printed name) Timothy R. Reid, PE

SIGNATURE: 

MAILING ADDRESS: 4700 Falls of Neuse, Ste. 300

CITY/STATE/ZIP CODE: Raleigh, NC 27609

TELEPHONE NUMBER: 919.781.4626

FAX NUMBER: 919.781.4869

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
<u>n/a</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of North Carolina

Timothy R. Reid, PE, being first duly sworn, deposes and says that:

1. He/She is the Vice President (title) of Moffatt & Nichol, Inc. (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Bern or any person interested in the proposed contract; and

Timothy R. Reid
Signature

Vice President
Title

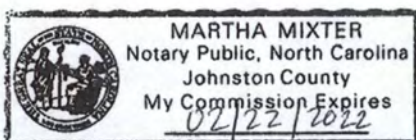
NOTARIZE

Subscribed and sworn to before me,

This 8th day of January, 2020,

Notary Public Martha Mixer

My Commission Expires: 02/22/2022





City of New Bern Affidavit

City of New Bern Affidavit

STATE OF NORTH CAROLINA
AFFIDAVIT
CITY OF NEW BERN

I, Timothy R. Reid, PE (the individual attesting below), being duly authorized by and on behalf of Moffatt & Nichol, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8th day of January, 2020

Timothy R. Reid
Signature of Affiant

Timothy R. Reid, PE

Print or Type Name

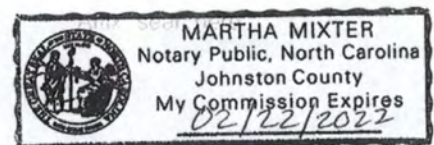
Notary Public Certification

State of North Carolina, County of Wake

Sign and sworn to (or affirmed) before me, this the 8th day of January, 2020.

Signature of Notary Martha Mixer

My Commission expires 02/22/2022





Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License #0020739 600 Anton Boulevard, Suite 100 Costa Mesa CA 92626		CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com		
INSURED Moffatt & Nichol 4225 E. Conant Long Beach CA 90808		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Insurance Company		35289
		INSURER B: Ace American Insurance Company		
		INSURER C: National Union Fire Insurance Co PA		19445
		INSURER D: Transportation Insurance Company		20494
		INSURER E: American Guarantee and Liability Insurance Co		26247
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 726905312

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD XCU <input checked="" type="checkbox"/> Ded / SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056712992	11/22/2019	11/22/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Project / Loc Agg \$15M
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6056712989	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$1,000
A E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6079627982 AEC576168006**	11/22/2019 11/22/2019	11/22/2020 11/22/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Deductible / SIR \$10,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC19397907 WC19397906	11/22/2019 11/22/2019	11/22/2020 11/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made			G25660225006	11/22/2019	11/22/2020	per claim annl aggr. \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Compensation extends to include Jones Act and USL&H
Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability
Pollution Legal Liability is included on the Professional Liability Coverage
**Excess Liability Limit: \$15,000,000. Deductible: \$0.
Proof of Insurance
Additional Insured endorsements and Waivers of Subrogation available upon request.
30 days' notice of cancellation available upon request.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karin Thorp</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



Certifications



Certifications

Moffatt & Nichol holds all necessary certifications required for this work. The firm is licensed to practice engineering in North Carolina, and the project will be overseen by a North Carolina-licensed Professional Engineer, Project Principal Tim Reid. Copies of our licenses are provided below.



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Moffatt & Nichol, Inc.
4700 Falls of Neuse Road, Ste 300
Raleigh, NC 27609

This is to Certify that:

Moffatt & Nichol, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2020

License No. : F-0105



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Adrian Pitts
Executive Director

POST IN PLACE OF BUSINESS

Issued 06/22/2019

Telephone
(919) 791-2000

FAX
(919) 791-2012

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org

NORTH CAROLINA DEPARTMENT OF REVENUE

JULY 1, 2019 - JUNE 30, 2020

**ENGINEER
PRIVILEGE LICENSE**

LICENSE NO: 200003395513

TAX PAID: \$ 50.00
DATE ISSUED: June 26, 2019
COUNTY: WAKE

3426 970 190 623
TIMOTHY R REID
4700 FALLS OF NEUSE RD STE 300
RALEIGH NC 27609-6275



SUBJECT TO COMPLIANCE WITH OTHER PROVISIONS OF THE LAW, THIS IS TO CERTIFY THAT THE PERSON, FIRM OR CORPORATION NAMED, HAVING PAID THE TAX REQUIRED BY LAW, IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS CLASSIFIED HEREON.

ACCOUNT ID: 092045054

ISSUED BY SECRETARY OF REVENUE



Equal Employment Opportunity Elements



Equal Employment Opportunity Elements

Moffatt & Nichol is an Equal Opportunity Employer (EOE) and makes employment decisions on the basis of merit, competence, and qualifications, and prohibits unlawful discrimination based on race/color; national origin/ancestry; citizenship; gender; religion; age; mental or physical disability; veteran status; medical condition including genetic characteristics; marital status; sexual orientation; gender perception or identity; political affiliation; pregnancy; family or medical leave status; or any other consideration made unlawful by federal, state, or local laws. Company policy also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. Our company hiring practices are committed to recruiting a diverse work force. Our Affirmative Action Plan provides for the recruitment, training, and advancement of women and minority personnel. We have also participated in student internship programs to provide students from the local community with opportunities in the engineering profession.

It is the policy of the Company whenever employment opportunities become available to make those opportunities known to members of underrepresented groups. This is done by informing the Department of Employment in each State of the job requirements and requesting that the agency refer all qualified applicants, particularly those from underrepresented groups, if they are available.

Strategies and Methods that will Facilitate Participation by Small and Disadvantaged Firms

Moffatt & Nichol aggressively pursues subcontracting opportunities with small, small disadvantaged, HUBZone, women-owned, veteran-owned, and service-disabled veteran-owned small businesses; and historically black colleges/universities and minority concerns through its supplier diversity initiative. These small business concerns shall have the maximum practical opportunity to participate in subcontracts awarded by Moffatt & Nichol.

As an active member of the North Carolina engineering consultant community for more than three decades, we have worked with a wide variety of M/W/DBE firms on hundreds of assignments. For this contract, we have not yet been able to identify a service line for which we could utilize a partner; however, as the project progresses, we will actively look for areas to subcontract to deserving firms.

Should additional resources become necessary, we have employed strategies in the past to identify, screen, and secure additional team members:

- ♦ Directly solicit additional M/W/DBE firms to add to the Moffatt & Nichol Team, as required during the project duration.
- ♦ Hold informational meetings with M/W/DBEs.
- ♦ Reach out to vendors on the Connect NCDOT Business Partner Resources Directory of DBE and SBE firms.




moffatt & nichol

RALEIGH, NC

4700 Falls of Neuse Road
Suite 300
Raleigh, NC 27609

 (919) 781-4626

 (919) 781-4869


WILMINGTON, NC

272 North Front Street
Suite 204
Wilmington, NC 28401

 (910) 218-7100

MOREHEAD CITY, NC

310B Greenfield Drive
Newport, NC 28570

 (919) 781-4626

moffattnichol.com

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Utility Preliminary Engineering Agreement for R-4463A.

Date of Meeting: 2/11/2020	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Agreement w/ NCDOT for the preliminary engineering costs associated with water and sewer line relocations that will be necessary to accommodate the upcoming Highway 43 improvements.
Actions Needed by Board:	Adopt Resolution Approving Utility Preliminary Engineering Agreement for R-4463A.
Backup Attached:	Memo from Jordan Hughes, copy of the Utility Preliminary Engineering Agreement and draft resolution for approving the Agreement.

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item: \$7,718.37
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: January 29, 2020
SUBJECT: Recommendation to Approve Utility Construction Agreement (UCA) & Preliminary Engineering Agreement for NCDOT Project R-4463A

Background Information:

NCDOT is finalizing plans for project R-4463-A, which involves improvements to the Highway-43 corridor, located between Highway-70 and Highway-17. As part of the design process for the project, NCDOT has identified several existing water and sanitary sewer lines that are in conflict with the proposed construction and will need to be relocated to accommodate the highway construction.

To accommodate these necessary water and sewer relocations, the City has requested that NCDOT include the engineering and construction of the relocations into their contracts for the R-4463-A project. Under this arrangement, NCDOT will include the engineering and construction work into their respective contracts for the project and at the conclusion of each task, the City will reimburse the NCDOT a portion of the actual costs as required by NC general statutes. For the preliminary engineering work, the estimated cost to the City will be \$7,718.37 and for the construction, the estimated cost is \$293,749.27. These estimated costs have been reviewed by City staff and appear to be reasonable based on the project scope and current construction pricing.

Recommendation:

In order to move forward with the engineering and construction work that is necessary for the relocation of water and sewer lines associated with the Highway-43 project, staff recommends approving the Utility Preliminary Engineering Agreement and Utility Construction Agreement with NCDOT.

Attached please find a copy of the Utility Preliminary Engineering Agreement, the Utility Construction Agreement and draft resolutions for approving each of the agreements.

Please contact me if there are any questions or if additional information should be required

Everything comes together here.

RESOLUTION

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

That the Utility Preliminary Engineering Agreement dated December 19, 2019 by and between the City of New Bern and the North Carolina Department of Transportation, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

**UTILITY PRELIMINARY ENGINEERING AGREEMENT –
MUNICIPALITY**

CRAVEN COUNTY

DATE: 12/19/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-4463A

AND

WBS Elements: 35601.1.R2

CITY OF NEW BERN

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of New Bern hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-4463A in Craven County, said plans consisting of improvements on NC 43 along new alignment from US 17 to US 70; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed under the Department's limited service agreement by one of the approved Department's professional service firms with full reimbursement by the Municipality for the costs thereof as hereinafter set out;

NOW, THEREFORE, it is agreed as follows:

SCOPE OF WORK

1. The Department shall use its utility limited service agreement for Project R-4463A, Craven County.
2. The Municipality shall be responsible for the cost of the Preliminary Engineering Design. The actual cost to the Municipality is \$7,718.37. It is understood by both the Department and the Municipality that this is a final cost unless the Municipality requests additional work not covered under this agreement, or plan review by the Department and/or Municipality does not properly identify all existing conflicts, or Department revises highway plans before or during construction. Under this agreement, the Municipality reserves the right to re-engineer plans due to the

Department's plan revisions. The Municipality shall reimburse the Department for said costs as follows

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the Municipality shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction, the Municipality shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the Municipality upon completion of the plans, estimate, special provisions and acceptance by the Department and Municipality for the plans to be made part of the highway roadway contract.

REIMBURSEMENT TO THE DEPARTMENT

4. The Municipality shall reimburse the Department upon final billing as follows:
 - A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Municipality for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - B. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - C. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of fully executed agreement.
 - D. Any cost incurred due to additional utility plan design requested by the Municipality after completion of the utility construction plans shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility plan revisions.
5. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
6. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

- A. Municipality agrees to enter into a separate agreement for the Department to place provisions in the highway construction agreement for the highway contractor to adjust and relocate the utilities based on the plans, provisions and utility construction estimate as provided by the Department's utility consultant.
 - B. The Municipality agrees to approve and submit back to the Department for final execution the Utility Construction Agreement (UCA) a minimum of three months prior to the Department's project let date or the Municipality agrees to relocate their facilities prior to two months after the Department's project let date.
- 7. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 8. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
- 9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

CITY OF NEW BERN

BY: _____ BY: _____

TITLE: City Clerk TITLE: Mayor

DATE: February 11, 2020

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 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.

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

(SEAL)

Interim (FINANCE OFFICER)

Federal Tax Identification Number

56-6000235

Remittance Address:

City of New Bern

PO Box 1129

New Bern, NC 28563-1129

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Utility Construction Agreement for R-4463A.

Date of Meeting: 2/11/2020	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Agreement w/ NCDOT for the construction costs associated with water and sewer line relocations that will be necessary to accommodate the upcoming Highway 43 improvements.
Actions Needed by Board:	Adopt Resolution Approving Utility Construction Agreement for R-4463A.
Backup Attached:	Memo from Jordan Hughes, copy of Utility Construction Agreement and draft resolution for approving the Agreement.

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item: \$293,749.27
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: January 29, 2020
SUBJECT: Recommendation to Approve Utility Construction Agreement (UCA) & Preliminary Engineering Agreement for NCDOT Project R-4463A

Background Information:

NCDOT is finalizing plans for project R-4463-A, which involves improvements to the Highway-43 corridor, located between Highway-70 and Highway-17. As part of the design process for the project, NCDOT has identified several existing water and sanitary sewer lines that are in conflict with the proposed construction and will need to be relocated to accommodate the highway construction.

To accommodate these necessary water and sewer relocations, the City has requested that NCDOT include the engineering and construction of the relocations into their contracts for the R-4463-A project. Under this arrangement, NCDOT will include the engineering and construction work into their respective contracts for the project and at the conclusion of each task, the City will reimburse the NCDOT a portion of the actual costs as required by NC general statutes. For the preliminary engineering work, the estimated cost to the City will be \$7,718.37 and for the construction, the estimated cost is \$293,749.27. These estimated costs have been reviewed by City staff and appear to be reasonable based on the project scope and current construction pricing.

Recommendation:

In order to move forward with the engineering and construction work that is necessary for the relocation of water and sewer lines associated with the Highway-43 project, staff recommends approving the Utility Preliminary Engineering Agreement and Utility Construction Agreement with NCDOT.

Attached please find a copy of the Utility Preliminary Engineering Agreement, the Utility Construction Agreement and draft resolutions for approving each of the agreements.

Please contact me if there are any questions or if additional information should be required

RESOLUTION

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

That the Utility Construction Agreement dated January 23, 2020 by and between the City of New Bern and the North Carolina Department of Transportation, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA
CRAVEN COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 1/23/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-4463A

AND

WBS Elements: 35601.3.1

CITY OF NEW BERN

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of New Bern, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-4463A, in Craven County, said plans consists of improvements on NC 43 along new alignment from US 17 to US 70; Craven County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department shall place provisions in the construction contract for Project R-4463A, Craven County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

2. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$293,749.27 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

3. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

- G. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- H. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- I. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

CITY OF NEW BERN

BY: _____

BY: _____

TITLE: City Clerk

TITLE: Mayor

DATE: February 11, 2020

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 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.

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

(SEAL)

Interim (FINANCE OFFICER)

Federal Tax Identification Number

56-6000235

Remittance Address:

City of New Bern

PO Box 1129

New Bern, NC 28663-1129

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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



401 Harrison Oaks Blvd., Suite 220
Cary, North Carolina 27513
(919) 653-0001 (office)
(704) 814-9042 (fax)

Hinde Proj. Number 2017402.00

NCDOT Proj. Number R-4463A

Project

Location Craven County

Calculated By Jordan Chapman

Reviewed By Ron Wilkins

Date 1/13/2020

Date 1/13/2020

ITEM	ITEM NUMBER	SECTION	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	NCDOT Cost	City of New Bern Cost
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURE	TON	356	\$30.00	\$10,681.62	\$9,537.22	\$1,144.40
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	SY	2,239	\$1.50	\$3,359.00	\$2,999.13	\$359.88
U	5325600000-E	1510	6" WATER LINE	LF	305	\$75.00	\$22,875.00	\$22,875.00	\$0.00
U	5325800000-E	1510	8" WATER LINE	LF	2,292	\$85.00	\$194,820.00	\$160,565.00	\$34,255.00
U	5326000000-E	1510	10" WATER LINE	LF	2,659	\$95.00	\$252,605.00	\$252,605.00	\$0.00
U	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	4,305	\$7.00	\$30,135.00	\$25,882.50	\$4,252.50
U	5540000000-E	1515	6" VALVE	EA	6	\$1,500.00	\$9,000.00	\$9,000.00	\$0.00
U	5546000000-E	1515	8" VALVE	EA	7	\$1,800.00	\$12,600.00	\$8,550.00	\$4,050.00
U	5552000000-E	1515	10" VALVE	EA	4	\$2,500.00	\$10,000.00	\$10,000.00	\$0.00
U	5589100000-E	1515	1" AIR RELEASE VALVE	EA	3	\$3,500.00	\$10,500.00	\$7,875.00	\$2,625.00
U	5648000000-E	1515	RELOCATE WATER METER	EA	3	\$1,500.00	\$4,500.00	\$3,375.00	\$1,125.00
U	5672000000-N	1515	RELOCATE FIRE HYDRANT	EA	4	\$3,600.00	\$14,400.00	\$13,500.00	\$900.00
U	5673000000-E	1515	FIRE HYDRANT LEG	LF	66	\$75.00	\$4,950.00	\$4,462.50	\$487.50
U	5686500000-E	1515	WATER SERVICE LINE	LF	103	\$30.00	\$3,090.00	\$2,317.50	\$772.50
U	5691300000-E	1520	8" SANITARY GRAVITY SEWER	LF	1,164	\$130.00	\$151,320.00	\$151,320.00	\$0.00
U	5709200000-E	1520	4" FORCE MAIN SEWER	LF	641	\$60.00	\$38,460.00	\$28,845.00	\$9,615.00
U	5709300000-E	1520	6" FORCE MAIN SEWER	LF	1,197	\$75.00	\$89,775.00	\$89,775.00	\$0.00
U	5709400000-E	1520	8" FORCE MAIN SEWER	LF	1,345	\$85.00	\$114,325.00	\$90,992.50	\$23,332.50
U	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	LB	2,235	\$7.00	\$15,645.00	\$13,763.75	\$1,881.25
U	5775000000-E	1525	4' DIA UTILITY MANHOLE	EA	5	\$3,000.00	\$15,000.00	\$15,000.00	\$0.00
U	5798000000-E	1530	ABANDON 4" UTILITY PIPE	LF	637	\$10.00	\$6,370.00	\$4,777.50	\$1,592.50
U	5800000000-E	1530	ABANDON 6" UTILITY PIPE	LF	1,620	\$13.00	\$21,060.00	\$21,060.00	\$0.00
U	5801000000-E	1530	ABANDON 8" UTILITY PIPE	LF	3,758	\$16.00	\$60,128.00	\$46,084.26	\$14,043.74
U	5802000000-E	1530	ABANDON 10" UTILITY PIPE	LF	2,323	\$20.00	\$46,460.00	\$46,460.00	\$0.00
U	5816000000-N	1530	ABANDON UTILITY MANHOLE	EA	4	\$1,500.00	\$6,000.00	\$6,000.00	\$0.00
U	5872600000-E	1550	DIRECTIONAL DRILLING OF 4"	LF	615	\$150.00	\$92,250.00	\$69,187.50	\$23,062.50
U	5872600000-E	1550	DIRECTIONAL DRILLING OF 8"	LF	2,270	\$300.00	\$681,000.00	\$510,750.00	\$170,250.00

Total \$1,921,308.62

\$1,627,559.35

\$293,749.27

BASED ON OPINION OF PROBABLE COST

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Engineering Amendment No. 2 for the Township No. 7 Sewer Improvements Phase-III Project.

Date of Meeting: 2/11/2020	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Amendment to existing professional services contract with Rivers and Associates, Inc. for additional engineering work that is required for the Township No. 7 Sewer Improvements Phase-III project.
Actions Needed by Board:	Adopt Resolution Approving Engineering Amendment No. 2 for the Township No. 7 Sewer Improvements Phase-III Project.
Backup Attached:	Memo from Jordan Hughes, copy of Amendment No.2 and draft resolution for approving the Amendment.

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item: \$27,000.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: January 29, 2020

**SUBJECT: Recommendation to Approve Engineering Amendment No. 2
For Township No. 7 Sewer Improvements Phase-III Project**

Background Information:

The Township No.7 Sewer Improvements Phase-III project is being implemented by the City in order to meet the capacity needs of the City's sewer systems located south of the Trent River. The surveying and preliminary engineering work for the project began in 2016 and since, has encountered several challenges in establishing an adequate alignment through some of the more congested areas of James City. It has recently become apparent that the pipe line alignment will need further adjustment to coordinate with the upcoming improvements to Highway 70, which are being constructed by NCDOT. This change to the project will increase the surveying and engineering cost for the project, but will having a more than offsetting reduction the total construction cost.

In order to coordinate with the design of the NCDOT alterations of Highway 70 in James City, the proposed force main route is being realigned. This realignment will increase the scope of the original project, requiring additional professional services for the necessary surveying, easement mapping, and design work. Rivers and Associates, Inc. has proposed lump sum price of \$27,000 for completion of the work that was not included in the original project scope. This lump sum price appears to be reasonable and consistent based on the increase in project scope and the consultants established hourly rates.

Recommendation:

In order to finalize the engineering design and permitting work that is necessary for the Township No.7 Sewer Improvements Phase-III Project, staff is recommending approving Engineering Amendment No.2 with Rivers and Associates, Inc.

Attached please find a copy of Engineering Amendment No.2 and a draft resolution for approving the amendment to the professional services agreement.

Please contact me if there are any questions or if additional information should be required

Everything comes together here.

RESOLUTION

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

That the Amendment to the Owner-Engineer Agreement identified as Amendment No. 2 dated February 11, 2020 by and between the City of New Bern and Rivers and Associates, Inc., for the Township 7 Sewer Force Main – Phase III, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 23, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: February 11, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: February 23, 2016

Owner: City of New Bern

Engineer: Rivers & Associates, Inc.

Project: Township 7 Sewer Force Main - Phase III

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
 X Modifications of payment to Engineer
 X Modifications to time(s) for rendering services

Description of Modifications:

This amendment is for additional final design, permitting, surveying and easement mapping associated with the realignment of the force main to a previous alignment, coordinating design with NCDOT alterations of HWY 70, adding a water line to the plan and profile, and design and specifications for demolition of the existing pump station. Attached to this amendment is an amended Appendix 3 to Exhibit C.

Agreement Summary:

Original agreement amount:	\$ <u>349,500</u>
Net change for prior amendments:	\$ <u>85,000</u>
This amendment amount:	\$ <u>27,000</u>
Adjusted Agreement amount:	\$ <u>461,500</u>

Change in time for services (~~additional~~ days ~~or date~~, as applicable): 90

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
City of New Bern

ENGINEER:
Rivers & Associates, Inc.

By: _____
Print
name: Dana E. Outlaw
Mayor
Title: _____

By: Gregory J. Churchill
Print
name: Gregory J. Churchill
Title: President

Date Signed: February 11, 2020

Date Signed: 1-28-2020

(SEAL)
ATTEST:

Brenda E. Blanco, City Clerk

This is **Appendix 3 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 23, 2016.

Summary of Engineering Fees – as Amended by Amendment No. 2

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment

A.1.a.	Study and Report Phase	\$ <u>NA</u>
A.1.b.	Preliminary Design Phase	<u>\$40,000</u>
A.1.c.	Final Design Phase	<u>\$230,000</u>

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A.4.d.	Bidding or Negotiating Phase	<u>\$(Reserved)</u>
A.4.e.	Construction Phase	<u>\$(Reserved)</u>
A.4.f.	Post-Construction Phase	<u>\$(Reserved)</u>

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A.1.	Resident Project Representative Services	<u>\$(Reserved)</u>
------	--	---------------------

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D.1.	Surveying	<u>\$91,000</u>
D.2.	Permitting	<u>\$58,300</u>
D.3.	Easement Maps and Pump Station Site Plat	<u>\$42,200</u>

C2.01.1 through C2.05 TOTAL \$461,500

AGENDA ITEM COVER SHEET

Agenda Item Title:

Adopt Resolution Approving Engineering Amendment No. 1 for the West New Bern Water Improvements Project.

Date of Meeting: 2/11/2020	Ward # if applicable: N/A
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	Amendment to existing professional services contract with Rivers and Associates, Inc. for additional engineering work that is required for the West New Bern water improvements project.
Actions Needed by Board:	Adopt Resolution Approving Engineering Amendment No. 1 for the West New Bern Water Improvements Project.
Backup Attached:	Memo from Jordan Hughes, copy of Amendment No.1 and draft resolution for approving the Amendment.

Is item time sensitive? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will there be advocates/opponents at the meeting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Cost of Agenda Item: \$38,500.00
If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes:



Department of Public Utilities
Water Resources
527 NC Highway 55 West, P.O. Box 1129
New Bern, NC 28563-1129
(252) 639-7526

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Jordan B. Hughes P.E., City Engineer *JBH*
DATE: January 29, 2020

**SUBJECT: Recommendation to Approve Engineering Amendment No. 1
For the West New Bern Water Improvements Project**

Background Information:

The West New Bern Water improvements project is being implemented by the City in order to meet the capacity needs of the City's water systems located on the western side of the City. The surveying and preliminary engineering work for the project began in 2016. These efforts were put on hold in 2018 to prevent conflict with the proposed planning of improvements along the Highway 43 corridor. In addition, future development plans in the area have changed, requiring that the proposed tank site and pipeline alignment be adjusted from the original plan.

In order to coordinate with the design of the NCDOT Highway 43 improvements and the updated plans for the surrounding developments, the proposed tank site is being relocated and the water main route is being realigned. These changes will increase the scope of the original project, requiring additional professional services for the necessary surveying, easement mapping, and design work. Rivers and Associates, Inc. has proposed lump sum price of \$38,500 for completion of the work that was not included in the original project scope. This lump sum price appears to be reasonable and consistent based on the increase in project scope and the consultants established hourly rates.

Recommendation:

In order to finalize the engineering design and permitting work that is necessary for the West New Bern Water Improvements Project, staff is recommending approving Engineering Amendment No.1 with Rivers and Associates, Inc.

Attached please find a copy of Engineering Amendment No.1 and a draft resolution for approving the amendment to the professional services agreement.

Please contact me if there are any questions or if additional information should be required

RESOLUTION

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

That the Amendment to Owner-Engineer Agreement identified as Amendment No. 1 dated February 11, 2020 by and between the City of New Bern and Rivers and Associates, Inc. for the West New Bern Water System Improvements, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 11TH DAY OF FEBRUARY, 2020.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 23, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment Is: February 11, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: February 23, 2016

Owner: City of New Bern

Engineer: Rivers & Associates, Inc.

Project: West New Bern Water System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

 X Modifications to time(s) for rendering services

Description of Modifications:

This amendment is for additional final design, surveying, permitting and easement/plat mapping associated with the revised tank site location on Weyerhaeuser property, adding a sewer force main to the plan and profile, and coordinating tie-in of water line to the HWY 17/ 43 project. Attached to this amendment is an amended Appendix 3 to Exhibit C.

Agreement Summary:

Original agreement amount:	\$ <u>369,000</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>38,500</u>
Adjusted Agreement amount:	\$ <u>407,500</u>

Change in time for services (additional days ~~or date~~, as applicable): 120

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
City of New Bern

ENGINEER:
Rivers & Associates, Inc.

By: _____
Print
name: Dana E. Outlaw
Mayor
Title: February 11, 2020
Date Signed: _____

By: Gregory J. Churchill
Print
name: Gregory J. Churchill
Title: President
Date Signed: 1-28-2020

(SEAL)
ATTEST:

Brenda E. Blanco, City Clerk

This is **Appendix 3 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 23, 2016.

Summary of Engineering Fees – as Amended by Amendment No. 1

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment

A.1.a.	Study and Report Phase	\$ <u>NA</u>
A.1.b.	Preliminary Design Phase	\$ <u>37,000</u>
A.1.c.	Final Design Phase	\$ <u>211,500</u>

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A.4.d.	Bidding or Negotiating Phase	\$ <u>(Reserved)</u>
A.4.e.	Construction Phase	\$ <u>(Reserved)</u>
A.4.f.	Post-Construction Phase	\$ <u>(Reserved)</u>

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A.1.	Resident Project Representative Services	\$ <u>(Reserved)</u>
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C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D.1.	Surveying	\$ <u>91,000</u>
D.2.	Permitting	\$ <u>43,000</u>
D.3.	Easement Maps and Tank Site Plat	\$ <u>25,000</u>

C2.01.1 through C2.05 TOTAL \$407,500