

**CITY OF NEW BERN
BOARD OF ALDERMEN MEETING
MAY 14, 2024 – 6:00 P.M.
CITY HALL COURTROOM
300 POLLOCK STREET**

1. Meeting opened by Mayor Odham. Prayer Coordinated by Mayor Odham. Pledge of Allegiance.
2. Roll Call.
3. Approve Agenda.
4. Request and Petition of Citizens.

Consent Agenda

5. Consider Adopting a Resolution to Initiate the Upset Bid Process for 503 West Street.
6. Consider Adopting a Resolution to Initiate the Upset Bid Process for 509 Darst Avenue.
7. Consider Adopting a Resolution to Close a Portion of Trent Street for the Pembroke Community Juneteenth Celebration.
8. Consider Adopting a Resolution to Close Specific Streets for the Juneteenth of New Bern 2024 Celebration.
9. Consider Adopting a Resolution Calling for a Public Hearing on the Proposed Budget for FY 2024-2025.
10. Approve Minutes.

11. Recognition of New Bern 101 Graduates.
12. Conduct a Public Hearing and Consider Adopting an Ordinance to Establish a Rate for Unmetered Service.
13. Conduct a Public Hearing and Consider Adopting a Resolution to Enter into a Financing Agreement with JPMorgan Chase Bank, N.A. for the Acquisition of 212 Kale Road.
14. City Manager's Presentation of FY 2024-2025 Budget.

15. Consider Adopting a Resolution in Support of Naming the Highway 43 Connector for Marvin L. Raines, Jr.
16. Consider Adopting a Resolution Authorizing the Submission of an Application for the Preventing Outages While Enhancing the Resilience of the Electric Grid (Power Up) Grant through the NC Department of Environmental Quality State Energy Office.
17. Consider Adopting a Resolution Authorizing the Submission of an Application for the 2024 Bureau of Justice Assistance Bulletproof Vest Grant.
18. Consider Adopting a Resolution Authorizing the Execution of a Contract with Carolina Cleaning and Restoration for the Category D Hurricane Florence Damage Repairs – Trent River Drainage Basin Project.
19. Consider Adopting a Resolution Authorizing the Execution of a Contract with Avolis Landworks, LLC for the Category D Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project.
20. Consider Adopting a Resolution Authorizing the Execution of a Contract with VHB, Inc. for the 2050 Metropolitan Transportation Plan for the New Bern Area MPO.
21. Consider Adopting an Ordinance to Amend and Close the Hurricane Dorian Project Fund.
22. Consider Adopting an Ordinance to Amend and Close the Tropical Storm Isaias Fund.
23. Consider Adopting a Budget Ordinance Amendment for FY 2023-2024.
24. Appointment(s).
25. Attorney's Report.
26. City Manager's Report.
27. New Business.
28. Closed Session.
29. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

Aldermen
Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memo to: Mayor and Board of Aldermen
From: Foster Hughes, City Manager
Date: May 09, 2024
Re: May 14, 2024 Agenda Explanations

1. **Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Mayor Odham. Pledge of Allegiance.**
2. **Roll Call.**
3. **Approve Agenda.**
4. **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 citizens' 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 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

5. Consider Adopting a Resolution to Initiate the Upset Bid Process for 503 West Street.

(Ward 2) Philip Hedrick has tendered an offer of \$4,000 for the purchase of 503 West Street, PID 8-008-006. The vacant tract is suitable for commercial development and has a tax value of \$8,000. It was acquired jointly by the City and County in March 2024 through tax foreclosure. A memo from Brenda Blanco, City Clerk, is attached along with pictures and a map of the property, the tax card, and offer to purchase.

6. Consider Adopting a Resolution to Initiate the Upset Bid Process for 509 Darst Avenue.

(Ward 2) Jose Saravia has tendered an offer of \$2,400 for the purchase of 509 Darst Avenue, PID 8-008-050. The parcel is a vacant 0.037-acre residential lot with a tax value of \$4,800. It was acquired jointly by the City and County in August of 2015 through tax foreclosure. A memo from Ms. Blanco is attached along with pictures and a map of the property, the tax card, and offer to purchase.

7. Consider Adopting a Resolution to Close a Portion of Trent Street for the Pembroke Community Juneteenth Celebration.

(Ward 2) On behalf of the Pembroke community, Robert Martin has made a request to close Trent Street between Pembroke Avenue and McKinley Avenue to vehicular traffic on June 15, 2024 from 10 a.m. to 10 p.m. for the community's Juneteenth celebration. There are no homes along Trent Street. A memo from Kari Warren, Director of Parks and Recreation, is attached along with a map of the area and the event application.

8. Consider Adopting a Resolution to Close Specific Streets for the Juneteenth of New Bern 2024 Celebration.

(Ward 2) The organizers of Juneteenth of New Bern have requested to close to vehicular traffic the 500-700 blocks of Third Avenue from 8 a.m. until 12 noon on June 15, 2024 for a parade and the 1000-1200 blocks of Broad Street and 500-600 blocks of Roundtree Street from 8 a.m. until 6 p.m. for festivities. A memo from Mrs. Warren is attached.

9. Consider Adopting a Resolution Calling for a Public Hearing on the Proposed Budget for FY 2024-2025.

Copies of the proposed budget for Fiscal Year 2024-25 have been distributed to the Board. A public hearing is required, and it is requested the hearing be held on May 28, 2024. A memo from Kim Ostrom, Director of Finance, is attached.

10. Approve Minutes.

Draft minutes from the April 23, 2024 meeting are provided for review and approval.

11. Recognition of New Bern 101 Graduates.

The Spring 2024 session of New Bern 101 concludes with this Board meeting. Participants have visited each department of the city to learn about the departments' responsibilities, services provided, various programs, and to tour facilities and meet staff. The final week of the program, participants attend a Governing Board meeting to observe the Board in action. Participants will be called forward for recognition and presentation of a certificate of completion.

12. Conduct a Public Hearing and Consider Adopting an Ordinance to Establish a Rate for Unmetered Service.

A revision to the electric rate schedule is proposed to add a rate for small energy-consuming devices of less than 100 watts. This rate is designed to offer service for qualified telecommunication providers and local, state, and federal governments in situations where metered service has not been feasible for the city nor the consumer. After conducting the public hearing, the Board is to consider the ordinance. A memo from Charlie Bauschard, Director of Public Utilities, is attached.

13. Conduct a Public Hearing and Consider Adopting a Resolution to Enter into a Financing Agreement with JPMorgan Chase Bank, N.A. for the Acquisition of 212 Kale Road.

On February 13, 2024, the Board approved the execution of an agreement for the purchase of real property located at 212 Kale Road. A Request for Proposal was issued soliciting bids to pay for the property acquisition through installment financing or a revenue bond not to exceed \$2,200,000. After receiving and reviewing six proposals, it is recommended the proposal from JP Morgan Chase be accepted. That proposal involves an installment financing agreement at an interest rate of 4.21% for a term of 15 years. The proposed resolution evidences the holding of a required public hearing and accepts the proposal from JP Morgan. Final approval of the financing will be presented for the Board's consideration on May 28, 2024. A memo from Kim Ostrom, Director of Finance, is attached.

14. City Manager's Presentation of FY 2024-2025 Budget.

The City Manager will make a formal presentation of the proposed budget for FY25. Budget work sessions are scheduled to begin at 1 p.m. on May 21, 2024 and May 22, 2024.

15. Consider Adopting a Resolution in Support of Naming the Highway 43 Connector for Marvin L. Raines, Jr.

(Ward 4) The Board received a request to support an effort to name the Highway 43 Connector for Marvin L. Raines, Jr. NCDOT's application process requires a resolution of support from the local government. The organizers of the request stated the \$2,000 administrative application fee will be paid by them and will not require funding from the city. A memo from Ms. Blanco is attached along with a summary of NCDOT's application process.

16. Consider Adopting a Resolution Authorizing the Submission of an Application for the Preventing Outages While Enhancing the Resilience of the Electric Grid ("Power Up") Grant through the NC Department of Environmental Quality State Energy Office.

The NC Department of Environmental Quality State Energy Office is accepting grant applications for Preventing Outages While Enhancing the Resilience of the Electric Grid ("POWER Up"). Staff seeks support to submit an application. The grant will not exceed \$1,000,000 in federal funds and requires a one-third match of \$333,333. While the scope of the project is being developed, the focus of the grant is to enhance and improve electric system resiliency measures. A memo from Mr. Bauschard is attached.

17. Consider Adopting a Resolution Authorizing the Submission of an Application for the 2024 Bureau of Justice Assistance Bulletproof Vest Grant.

The New Bern Police Department is seeking authorization to apply for the 2024 Bureau of Justice Assistance Bulletproof Vest Partnership Grant. The grant amount is \$24,801.68 and requires a 50% match of \$12,400.84 from the city. A memo from Police Chief Patrick Gallagher is attached.

18. Consider Adopting a Resolution Authorizing the Execution of a Contract with Carolina Cleaning and Restoration for the Category D Hurricane Florence Damage Repairs – Trent River Drainage Basin Project.

The city has been working with FEMA to repair damage related to Hurricane Florence within the 66 miles of drainage ditches throughout the city. After seeking bids for the Category D Hurricane Florence Damage Repairs – Trent River Drainage Basin Project, four bids were received. The lowest bidder was Carolina Cleaning and Restoration at a total base of \$493,421.50. The project will consist of repairs to permanent structures such as headwalls, culverts, and bulkheads. A memo from George Chiles, Director of Public Works, is attached.

- 19. Consider Adopting a Resolution Authorizing the Execution of a Contract with Avolis Landworks, LLC for the Category D Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project.**

Like the previous item, bids were sought for the Category D Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project. Three bids were received. The lowest bidder was Avolis Landworks, LLC at a total base of \$750,000. This project will also consist of repairs to permanent structures such as headwalls, culverts, and bulkheads. A memo from Mr. Chiles is attached.

- 20. Consider Adopting a Resolution Authorizing the Execution of a Contract with VHB, Inc. for the 2050 Metropolitan Transportation Plan for the New Bern Area MPO.**

The New Bern Area Metropolitan Planning Organization (MPO) is federally required to update the Metropolitan Transportation Plan every five years. The plan identifies projects needed to support growth and development in the region over the next 25 years for all modes of transportation. The last plan was adopted in 2021. Requests for Qualifications were sought, and three firms responded. VHB Engineering NC, P.C. received the highest ranking of the three firms, and authorization is requested to enter into a contract with this vendor. A memo from Deanna Trebil, MPO Administrator, is attached.

- 21. Consider Adopting an Ordinance to Amend and Close the Hurricane Dorian Project Fund.**

In 2019, the Board established the Hurricane Dorian Project Fund in the amount of \$1,500,000. FEMA has officially closed out Hurricane Dorian. The city sought reimbursement of \$1,499,864.79 in costs, but only received reimbursement totaling \$1,425,223.01. The unallowable costs of \$74,641.78 will be funded by the general and utility operating funds. This ordinance provides for an interfund transfer from the General, Water, Sewer, Electric and Solid Waste Funds to the project fund and closes out the project fund. A memo from Mrs. Ostrom is attached.

- 22. Consider Adopting an Ordinance to Amend and Close the Tropical Storm Isaias Fund.**

In 2020, the Board established the Tropical Storm Isaias Project Fund in the amount of \$750,000. The project is now complete and has a remaining fund balance of \$132,253.42. This ordinance will transfer the fund balance from the project fund to the General, Water, Sewer, Electric, and Solid Waste Funds, and it will also close out the project fund. A memo from Mrs. Ostrom is attached.

- 23. Consider Adopting a Budget Ordinance Amendment for FY 2023-2024.**

This ordinance increases the MPO budget by \$72,500 to cover the cost of the Metropolitan Transportation Plan and transfers funds as described in the previous

two items to close out the Hurricane Dorian Project Fund and Tropical Storm Isaias Fund. A memo from Mrs. Ostrom is attached.

24. Appointment(s).

George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. A new appointment is needed to fill the remainder of his term which expires on June 30, 2025.

25. Attorney's Report.

26. City Manager's Report.

27. New Business.

28. Closed Session.

29. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL
639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 503 West Street

Date of Meeting: 5/14/2024	Ward # if applicable: 2
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: N/A

Explanation of Item:	Philip Hedrick has tendered an offer of \$4,000 for the purchase of 503 West Street, PID 8-008-066. The property is a vacant lot that was acquired by the City and County in March 2024 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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
Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen
FROM: Brenda Blanco, City Clerk
DATE: May 03, 2024
SUBJECT: Offer to Purchase 503 West Street

Philip Hedrick has submitted a bid of \$4,000 for the purchase of 503 West Street. The property is a vacant tract suitable for commercial development. It has a tax value of \$8,000. It was jointly acquired by the City and County in March 2024 through tax foreclosure. Attached are current pictures of the property, the tax card, offer to purchase, a map of the property, and a preliminary estimate of proceeds.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property located at 503 West Street, being identified as Craven County parcel identification number 8-008-066 and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$4,000.00 submitted by Philip Hedrick; and

WHEREAS, Philip Hedrick has paid the required five percent (5%) deposit on the offer.

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

Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269,

Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

(a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and

(b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Philip Hedrick.

ADOPTED THIS 14th DAY OF MAY, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

PHILIP HEDRICK, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 503 WEST ST

Subdivision Name: _____

Tax Parcel ID No.: 8-008-066

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3793, Page 531 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$4000.00 and shall be paid as follows:

(a) \$ 200.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 3800.00, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. **SPECIAL ASSESSMENTS:** Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. **PAYMENT OF TAXES:** Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. **EXPENSES:** Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. **EVIDENCE OF TITLE:** Not Applicable.

8. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to PHILIP HEDRICK.

9. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

11. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials PH Seller Initials _____

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

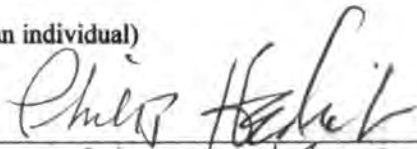
16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

 (SEAL)
 Name: PHILIP HEDRICK
 Date: 4-2-24
 Address: 1506 TRENT BLVD
NEW BERN, NC 28560
 Phone: 252-670-8600

SELLER

CRAVEN COUNTY

By: _____ (SEAL)
 Its: _____
 Date: _____

(If a business entity)

By: _____ (SEAL)
 Its: _____
 Date: _____
 Address: _____

 Phone: _____

CITY OF NEW BERN

By: _____ (SEAL)
 Its: _____
 Date: _____

Buyer Initials



Seller Initials

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 4/2/2024 at 9:53:04 AM

PARCEL ID : 8-008 -066

Owner :	CRAVEN COUNTY & NEW BERN-CITY OF		
Mailing Address :	PO BOX 1128 NEW BERN, NC 28563		
Address of Property :	503 WEST ST		
Subdivision :			
Property Description :	503 WEST ST		
Assessed Acreage :	0		
Deed Book Page :	3793 0531	Deed Recording Date :	3 26 2024
Land Value :	\$8,000	Recorded Survey :	
Total Improvement(s) Value :	\$0	Life Estate Deed :	
Total Assessed Value :	\$8,000	Estate File Year-E-Folder :	
Number of Improvements:	0	Tax Exempt :	Yes
City Name :	NEW BERN	Fire Tax District :	
Drainage District :		Lot Dimension :	
Special District :		Land Use :	VACANT - TRACT SUITABLE FOR COMMERCIAL DEVELOPMENT

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
3/26/2024 3793-0531	STEWARDSHIP FUND LP	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$12,000
8/9/2010 2933-0128	DESTINY VENTURES LLC	STEWARDSHIP FUND LP	STRAIGHT TRANSFER	\$2,000
1/6/2004 2134-0436	CONSECO FINANCE SERVICING CORP	DESTINY VENTURES LLC	STRAIGHT TRANSFER	\$0
1/28/2002 1884-0819	DILLAHUNT, NORRIS G JR	CONSECO FINANCE SERVICING CORP	STRAIGHT TRANSFER	\$22,000
3/20/1997 1557-0780	HARDY, SAMUEL EARL	DILLAHUNT, NORRIS G JR	STRAIGHT TRANSFER	\$15,000
12/20/1993 1397-0909	DILLAHUNT, NORRIS G & HELEN M	HARDY, SAMUEL EARL	STRAIGHT TRANSFER	\$12,500

Buildings or improvements where not found on this parcel.



503 West Street



503 West Street



ESTIMATED OF DIVISION OF PROCEEDS

Property: 503 West Street, PID: 8-008-066			
Offer Amount			\$ 4,000.00
Less: Reimb to City for publication of notice of offer (approx)			
Balance			\$ 4,000.00
County cost reimbursement		\$ 1,111.78	
City cost reimbursement		\$ 472.80	\$ 1,584.58
Remaining Balance			\$ 2,415.42
County Taxes at Foreclosure	\$ 8,096.03	79.335%	\$ 1,916.28
City Taxes/Priority Liens at Foreclosure	\$ 2,108.78	20.665%	\$ 499.14
Total Taxes	\$ 10,204.81		
County Total	\$ 3,028.06		
City Total	\$ 971.94		

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid Process for 509 Darst Avenue

Date of Meeting: 5/14/2024	Ward # if applicable: 2
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: N/A

Explanation of Item:	Jose Saravia has tendered an offer of \$2,400 for the purchase of 509 Darst Avenue, PID 8-008-050. The property is a vacant 0.037-acre residential lot that was acquired by the City and County in August 2015 through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 03, 2024

SUBJECT: Offer to Purchase 509 Darst Avenue

Jose Saravia has submitted a bid of \$2,400 for the purchase of 509 Darst Avenue. The property is a vacant 0.037-acre residential tract with a tax value of \$4,800. It was jointly acquired by the City and County in August 2015 through tax foreclosure. Attached are current pictures of the property, the tax card, offer to purchase, and a map of the property.

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property located at 509 Darst Avenue, being identified as Craven County parcel identification number 8-008-050 and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,400.00 submitted by Jose A. Saravia; and

WHEREAS, Jose A. Saravia has paid the required five percent (5%) deposit on the offer.

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

Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

(a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and

(b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Jose A. Saravia.

ADOPTED THIS 14th DAY OF MAY, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

JOSE A. SARAVIA, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 509 DARST AVE.

Subdivision Name: _____

Tax Parcel ID No.: 8-008-050

Plat Reference: _____

Being all of that property more particularly described in Deed Book 3375, Page 799 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$2400 and shall be paid as follows:

(a) \$ 120.00, EARNEST MONEY DEPOSIT with this offer by ☒ cash ☐ bank check ☐ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 2,280, BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. **SPECIAL ASSESSMENTS:** Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. **PAYMENT OF TAXES:** Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. **EXPENSES:** Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. **EVIDENCE OF TITLE:** Not Applicable.

8. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to JOSE A. SARAVIA.

9. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials JSS

Seller Initials _____


13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

(If an individual)

SELLER

CRAVEN COUNTY

 (SEAL)
Name: Jose A Saravio
Date: 4/11/24
Address: 805 Bern St
Phone: 252 5711877

By: _____ (SEAL)
Its: _____
Date: _____

(If a business entity)

CITY OF NEW BERN

By: _____ (SEAL)
Its: _____
Date: _____
Address: _____
Phone: _____

By: _____ (SEAL)
Its: _____
Date: _____

Buyer Initials JAS Seller Initials _____

Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 4/11/2024 at 12:01:43 PM

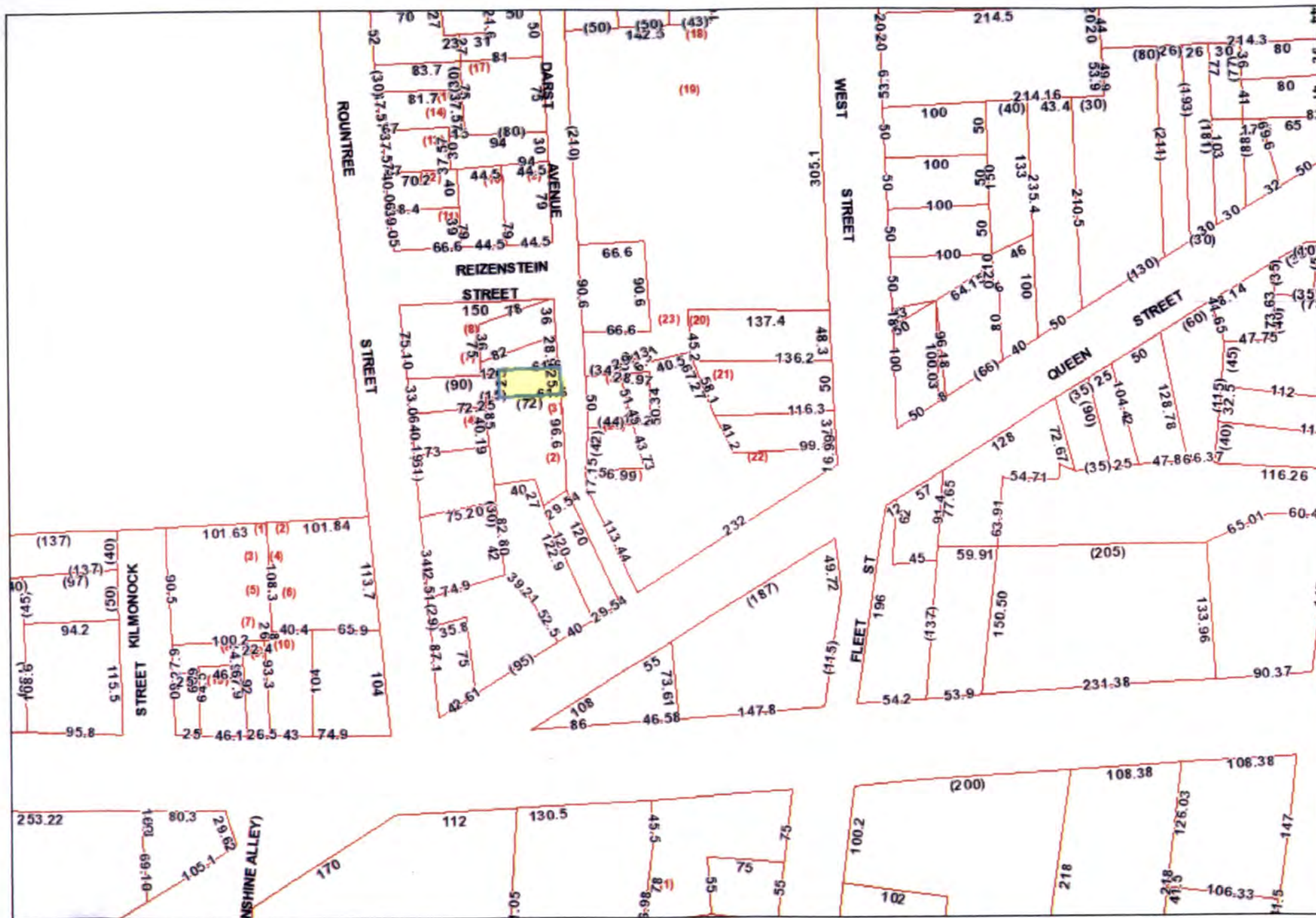
PARCEL ID : 8-008 -050

Owner :	CRAVEN COUNTY & NEW BERN-CITY		
Mailing Address :	406 CRAVEN ST NEW BERN, NC 28560		
Address of Property :	509 DARST AVE		
Subdivision :			
Property Description :	509 DARST AVE		
Assessed Acreage :	0.037	Deed Recording Date :	8 4 2015
Deed Book Page :	3375 0799	Recorded Survey :	
Land Value :	\$4,800	Life Estate Deed :	
Total Improvement(s) Value :	\$0	Estate File Year-E-Folder :	
Total Assessed Value :	\$4,800	Tax Exempt :	Yes
Number of Improvements:	0	Fire Tax District :	
City Name :	NEW BERN	Lot Dimension :	
Drainage District :		Land Use :	RESIDENTIAL - ONE FAMILY UNIT
Special District :			

Recent Sales Information

Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
8/4/2015 3375-0799	HAMM, SHIRLEY MAE	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$11,000

Buildings or improvements where not found on this parcel.



Craven County GIS 509 Darst Ave

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on April 11, 2024 at 12:04:48 PM

1 inch = 121 feet



509 Darst Avenue



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close a street for the Men and Women of Pembroke Community Juneteenth Celebration

Date of Meeting: May 14, 2024	Ward # if applicable: Ward 2
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The Men and Women of Pembroke Community has made a request to close Trent Street between Pembroke Avenue and McKinley Avenue to vehicular traffic for Pembroke's Juneteenth Celebration on June 15, 2024, from 10:00 a.m. until 10:00 p.m. There are no houses on Trent Street.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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: N/A

Aldermen

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Kari Warren, CPRP
Director of Parks & Recreation

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance



Date: May 3, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: The Men and Women of Pembroke Community Juneteenth Celebration.

Background Information:

The Men and Women of Pembroke Community has made a request to close Trent Street between Pembroke Avenue and McKinley Avenue to vehicular traffic for Pembroke's Juneteenth Celebration on June 15, 2024, from 10:00 a.m. until 10:00 p.m. There are no houses on Trent Street.

Recommendation:

The Parks and Recreation Department recommends approval and requests the Board adopt a Resolution approving the request.

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

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

RESOLUTION

THAT WHEREAS, the Men and Women of Pembroke Community has requested that Trent Street between Pembroke Avenue and McKinley Avenue be closed to vehicular traffic from 10:00 a.m. until 10:00 p.m. on Saturday, June 15, 2024 for Pembroke's Juneteenth Celebration; and

WHEREAS, the Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

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

That Trent Street be closed to vehicular traffic from 10:00 a.m. until 10:00 p.m. on June 15, 2024, for Pembroke's Juneteenth Celebration sponsored by the Men and Women of Pembroke Community.

ADOPTED THIS 14TH DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

RECEIVED

MAY 02 P.M.

Street Closing

CITY OF NEW BERN

BY:

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) – Public Assemblies and Parades. This application along with attachments must be presented at least **60 days prior** to the event date.

Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.

Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.

Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: Pembroke Juneteenth Celebration

Organization Name: Men & Women of Pembroke

Responsible Contact: Robert Manton

Address: 1606 McKinley Ave.

City: NEW BERN State: NC Zip code: 28562

Phone: 919-630-3590 Alternate Phone: _____

Email: Robert.Manton1911@gmail.com

Type of Event: ☐ Demonstration ☒ Festival ☐ Parade

Date of Event: June 15 Proposed Rain Date: N/A

Event Set up time: 10:00am Event Tear Down Completed Time: 10:00pm

Event Start Time: 12:00pm Event End Time: 6:00pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)

TRENT ST.

Note: A detailed map of the proposed route as well as a specific list of streets is required. The specific location of the Public Assembly must include the aerial overview with location marked. **Festivals/Events require detailed aerial map with complete layout.**

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)

THE COMMUNITY OF PEMROKE CELEBRATE OF JUNETEENTH

Estimated attendance: 200; Attendance not to exceed: _____

*Note: If more than 1,000 in attendance is expected 1) **Proof of Crowd Manager Training Certification is required.** Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) **Public Safety Plan is required. Information must be submitted with application.** For additional info, please contact the Fire Marshall at 252-639-2931.

Tents # _____ Sizes _____ Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?

We are requesting # _____ trash cans.

☒ We will provide our own bags & dispose of any trash generated ourselves.

☐ We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

*Any street closures require approval of the Board of Aldermen. Street closures must be received **at least 60 days in advance** for consideration. Street closures require barricades. A fee of \$5.00 per barricade must be paid 48 business hours prior to the event.

*What Street(s) are you requesting to close? Be specific:

120th St.

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

Will Inflatables or other Play features be part of this event?

☐ Yes

☒ No (Additional insurance may be required)

Will Food Vendors or Commercial/Non-Profit vendors be part of this event?

☐ Yes

☒ No

(If you answered YES, Additional Fees apply. A detailed list of all vendors is required.)

The following items are required and must be attached at the time of Application:

- ☐ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Petition of Signatures – of business/residents affected – If roads are closed.

The following items are required within **two (2) business days of the event or event shall be cancelled**:

- ☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".
- ☐ List of all food/commercial/non-profit vendors.
- ☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments. I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)

[Signature]
Authorized Signature

5-3-24
Date

All documents have been provided and this application is recommended for approval

Administrative Support Supervisor

Date

This application has been approved.

[Signature]
Director of Parks & Recreation

5-2-2024
Date

Total Anticipated Charges

Barricades: # 2
\$ 10.00

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ 10.00

• ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____

• ☒ Approved by Department Date: 5-2-24

Staff Initials: KW

• ☒ Submitted for Board Approval Date: 5-3-24

Staff Initials: KW

• ☐ All Paperwork collected Date: _____

Staff Initials: _____

• ☐ All fees collected \$ _____ Date: _____

Staff Initials: _____

City Sponsored Event

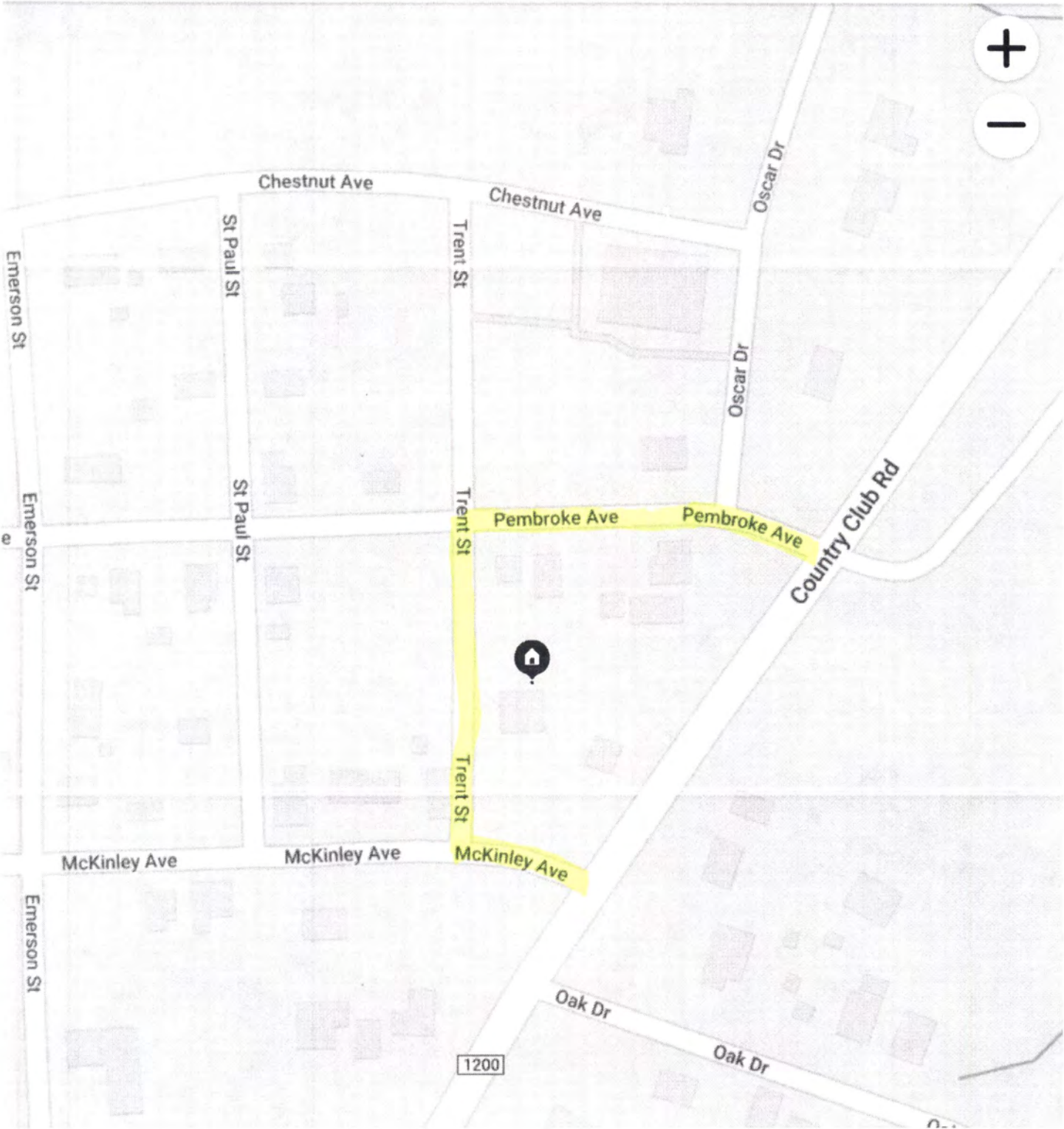
☐ Yes ☒ No

Updated 6-3-2019

Map

Satellite

Lot lines



No houses on trent st.

Street View



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets for Juneteenth of New Bern's 2024 Celebration.

Date of Meeting: May 14, 2024	Ward # if applicable: Ward 2
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Director of Parks & Recreation
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The organizers of Juneteenth have requested to close the 500-700 blocks of Third Avenue to vehicular traffic from 8:00 a.m. until 12:00 p.m. for their annual parade on Saturday, June 15, 2024, for Juneteenth of New Bern's 2024 Celebration. Also, the organizers requested the 1000-1200 blocks of Broad Street and 500-600 blocks of Roundtree Street be closed to vehicle traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 15, 2024, for their celebration.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map - Application
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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: N/A

Aldermen

Rick Prill
Hazel B. Royal
Bobby Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Kari Warren, CPRP
Director of Parks & Recreation

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance



Date: May 3, 2024

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP *KW*
Director of Parks and Recreation

Re: Street Closures for Juneteenth of New Bern 2024 Celebration.

Background Information:

The organizers of Juneteenth have made a request to close the 500-700 blocks of Third Avenue to vehicular traffic from 8:00 a.m. until 12:00 p.m. for their annual parade on Saturday, June 15, 2024, for Juneteenth of New Bern's 2024 Celebration.

Also, the organizers requested the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 15, 2024, for their celebration.

Recommendation:

The Director of Parks and Recreation recommends approval and requests the Board adopt a Resolution approving the request.

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

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

RESOLUTION

THAT WHEREAS, organizers of Juneteenth are planning their annual parade and have requested the 500-700 blocks of Third Avenue be closed to vehicular traffic from 8:00 a.m. until 12:00 p.m. on Saturday, June 15, 2024; and

WHEREAS, Juneteenth has also requested the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 15, 2024; and

WHEREAS the Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

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

That the 500-700 blocks of Third Avenue be closed to vehicular traffic from 8:00 a.m. until 12:00 p.m. on June 15, 2024; and

Further, that the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on June 15, 2024, for the Juneteenth celebration.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

CITY OF NEW BERN

APPLICATION FOR PUBLIC ASSEMBLY, PARADE & SPECIAL EVENTS IN CITY PARKS

This application is hereby made for a permit to hold a Public Assembly and/or Parade as described in the City of New Bern Code of Ordinances (Sec. 66-85; 66-86; and 66-87) - Public Assemblies and Parades. This application along with attachments must be presented at least **60 days prior** to the event date.

Festival - A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event.
Parade - A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street.
Public Assembly - A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park.

Name of Event/Activity: <u>2024 Juneteenth of New Bern Festival and Parade</u>		
Organization Name: <u>Juneteenth of New Bern</u>		
Responsible Contact: <u>Talina Massey</u>		
Address: <u>202 Trappers Trail</u>		
City: <u>New Bern</u>	State: <u>NC</u>	Zip code: <u>28560</u>
Phone: <u>252-497-8838</u>	Alternate Phone: _____	
Email: <u>juneteenthofnewbern@gmail.com</u>		

Type of Event: ☐ Demonstration ☒ Festival ☒ Parade
 Date of Event: 06/15/2024 Proposed Rain Date: N/A
 Event Set up time: 0700 Event Tear Down Completed Time: 1800 6pm
 Event Start Time: 1100 Event End Time: 1600 4pm

What is the specific location and/or route of the proposed event? (Attach additional information if needed)
 Map attached. Parade to start at Henderson Park, go down 3rd Ave., turn left onto Broad St., proceed down Broad to Rountree Street, turn left on Rountree St., and end in the CT Big Field.

Note: A detailed map of the proposed route as well as a specific list of streets is required. The specific location of the Public Assembly must include the aerial overview with location marked. **Festivals/Events require detailed aerial map with complete layout.**

What is the purpose of this event? Please be detailed in your description - (Attach additional information if needed)
 Family fun and community engagement around history, education and awareness.

Estimated attendance: <u>600</u>	Attendance not to exceed: <u>1000</u>
<p>*Note: If more than 1,000 in attendance is expected 1) Proof of Crowd Manager Training Certification is required. Training is available at the following link: http://www.newbernnc.gov/departments/fire_department/crowd_manager_training.php 2) Public Safety Plan is required. Information must be submitted with application. For additional info, please contact the Fire Marshall at 252-639-2931.</p>	
Tents # <u>2</u>	Sizes <u>10 x 10</u> Provide additional info as needed (Note: Tents 700 sq. ft. or bigger must be inspected by Fire Marshall.)

How will you handle trash generated from the event?

We are requesting # 20 trash cans.
☐ We will provide our own bags & dispose of any trash generated ourselves.
☒ We request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, including the cost of labor, and materials (bags, etc.) used.

Crowd manager training

Are you requesting any City of New Bern Street Closures?

☒ Yes*

☐ No

*Any street closures require approval of the Board of Aldermen. Street closures must be received **at least 60 days in advance** for consideration. Street closures require barricades. A fee of **\$5.00 per barricade** must be paid 48 business hours prior to the event.

*What Street(s) are you requesting to close? Be specific. Map attached

Are you requesting any State Road or Bridge closures?

☐ Yes*

☒ No

*If yes, a 90 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at **252-439-2816**. The State Road/Bridge Closure permit must be attached to this application.

If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number.

Will Inflatables or other Play features be part of this event? ☒ Yes ☐ No (Additional insurance may be required)

Will Food Vendors or Commercial/Non-Profit vendors be part of this event? ☒ Yes ☐ No

(If you answered YES, Additional Fees apply. A detailed list of all vendors is required.)

The following items are required and must be attached **at the time of Application**:

- ☐ A detailed map – including the location, route with beginning and ending point and street names included.
- ☐ Petition of Signatures – of business/residents affected – If roads are closed.

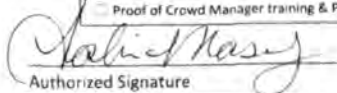
The following items are required within **two (2) business days of the event or event shall be cancelled**:

- ☐ Certificate of Insurance – Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured"
- ☐ List of all food/commercial/non-profit vendors.
- ☐ Payment in full of applicable fees and charges.

I attest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. I understand that this application must be submitted with full details and attachments. I understand that additional fees and charges may be incurred. Those charges include set-up tear down time for staff, rental of barricades, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. I agree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and volunteers for any injury, illness or damage to person or property during this activity.

The following items must be submitted with Application:

- ☐ Completed & Signed Application
- ☐ Detailed maps of parade route and/or festival layout
- ☐ Petition of signatures (if road closure is requested)
- ☐ Proof of Crowd Manager training & Public Safety Plan (if attendance is 1,000 or more)



5/1/24

Authorized Signature

Date

All documents have been provided and this application is recommended for approval.

Administrative Support Supervisor

Date

This application has been approved.



5-1-2024

Director of Parks & Recreation

Date

Total Anticipated Charges

Barricades: # _____
\$ _____

Trash Collection: \$ _____

City Staff: # _____
\$ _____

Vendor Fees # _____
\$ _____

Park/Facility Rental: \$ _____

Total Due: \$ _____

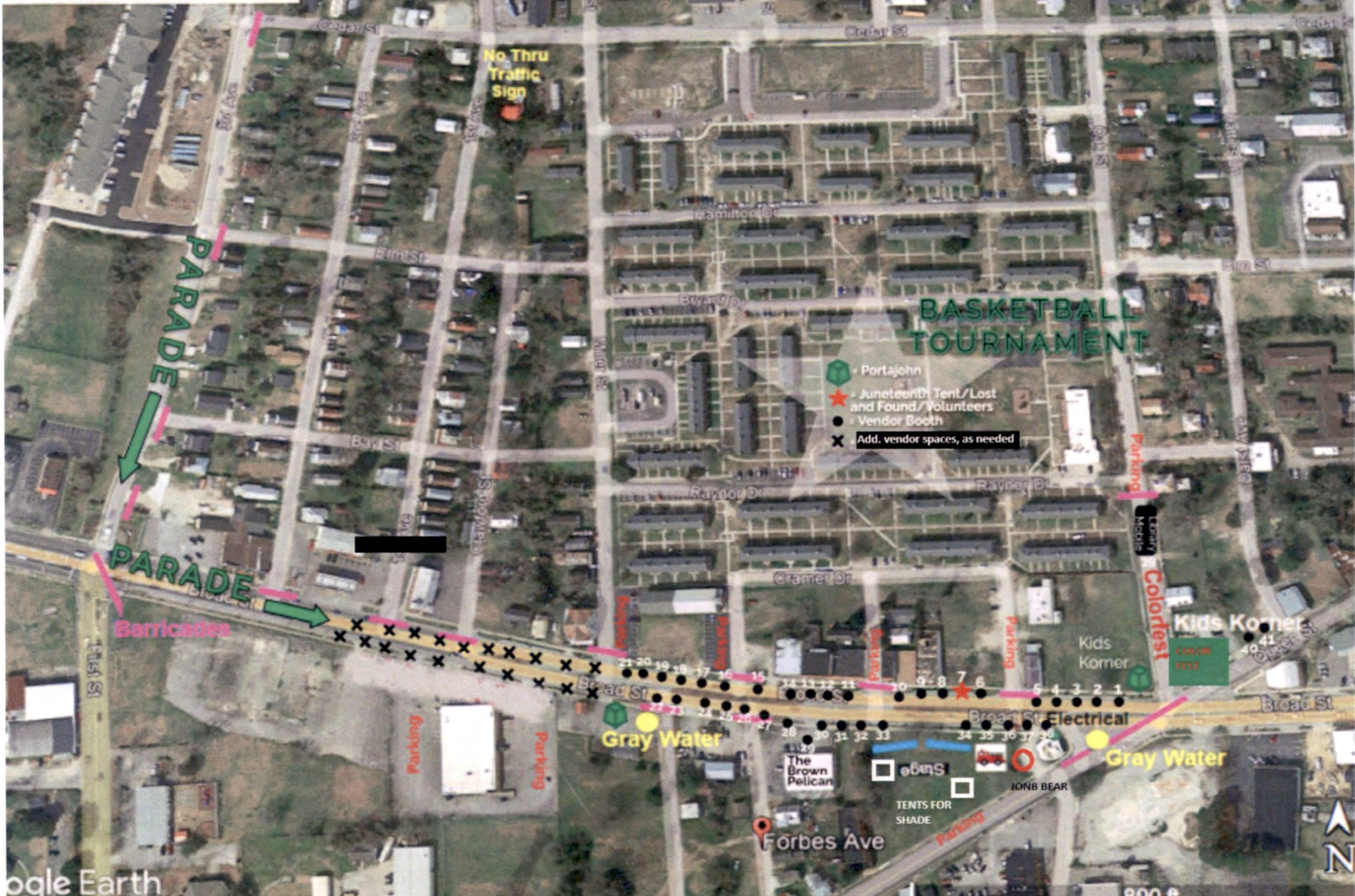
- ☐ Have HOA's been notified? ☐ Yes ☐ No Spoke with: _____
- ☒ Approved by Department Date: 5-1-24 Staff Initials: ICW
- ☐ Submitted for Board Approval Date: _____ Staff Initials: _____
- ☐ All Paperwork collected Date: _____ Staff Initials: _____
- ☐ All fees collected \$ _____ Date: _____ Staff Initials: _____

City Sponsored Event

☒ Yes ☐ No
Updated 6-1-2018

nt Layout

Legen



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a Resolution Calling for a Public Hearing on the Proposed Fiscal Year 2024-25 Budget

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing: 5/28/2024

Explanation of Item:	A Public Hearing must be held on the proposed budget for Fiscal Year 2024-25
Actions Needed by Board:	
Backup Attached:	Memo; Resolution
Is item time sensitive? <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
Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM: Kim Ostrom - Director of Finance
DATE: May 3, 2024
RE: Call for Public Hearing for the FY2024-25 Proposed Budget

Background

The proposed budget for FY2024-25 has been prepared and will be made available for public inspection on May 15, 2024. A public hearing needs to be scheduled for May 28, 2024, on the proposed budget per NC State Statute § 159-12.

Requested Action

It is recommended that the Board adopt the enclosed resolution to Call for a Public Hearing on the FY2024-25 proposed budget at its meeting on May 14, 2024.

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS, the City of New Bern is required by NC State Statute §159-12 to hold a public hearing to receive public comments on the proposed Fiscal Year 2024-2025 budget.

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

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 p.m., or as soon thereafter as the matter may be reached, on the 28th day of May, 2024 for public discussion on the proposed Fiscal Year 2024-2025 budget.

ADOPTED THIS THE 14TH DAY OF MAY, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Recognition of New Bern 101 Graduates

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Administration	Person Submitting Item: Colleen Roberts, PIO
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	For eight weeks, participants of New Bern 101 have been learning more about local government. Each week, they have visited a different city department, met staff, listened to presentations, and learned about city programs and services. They have toured facilities and participated in activities. Tonight is the final session of the program, in which they get to see local government decisions in action. Earlier tonight they met the Governing Board and learned more about the city budget. After attending all eight weeks of the program, the participants graduate with a Certificate of Completion. The Board is asked to step down and congratulate the graduates as they are awarded these certificates.
Actions Needed by Board:	
Backup Attached:	
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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? ☐ Yes ☐ No

Additional Notes:

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Establish a Rate for Unmetered Service

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 5/14/2024

Explanation of Item:	Recommendation to offer an unmetered electric rate as a service to local, state, federal, and qualified telecommunication providers. Where the energy consuming device is less than 100 watts.
Actions Needed by Board:	Conduct public hearing and vote on proposed unmetered electric rate.
Backup Attached:	Memo from Charles Bauschard. Redlined and executable copy of the amended and restated electric rate ordinance.
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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:



NEW BERN
CITY OF NEW BERN
DEPARTMENT OF PUBLIC UTILITIES
210 Kale Road, P.O. Box 1129
New Bern, NC 28563-1129

TO: Jeffrey Odham, Mayor; City of New Bern Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: Consider Adopting an Ordinance for the Consumption of Electricity
Applicable to Providing an Unmetered Service Schedule UMS.

DATE: May 1, 2024

Background

Federal, state, local government and qualified communication service providers often request electric service for small load consuming devices; less than 100 watts per service. Typical applications include, but are not limited to holiday decorations, video, surveillance, communication network and traffic control devices; however, the cost to provide a metered service for such applications is not feasible to the customer. Cost recovery for the utility is also not feasible due to current rate structures and the cost of installing and maintaining infrastructure for services consuming only a small amount of energy and requiring very little capacity.

As an alternative, it may be feasible for customers to pursue solar powered solutions independent of utility services; however, where solar is not feasible, the staff proposes a new unmetered service for suitable applications. The proposed unmetered rate is a flat monthly cost that is structured to recover the cost of providing service as well as the monthly energy cost. This is structured to perform similar to unmetered street lighting services. Qualifying customers include federal, state, local government, and qualified communication service providers; all others are excluded from this service offering.

The proposed unmetered rate schedule UMS is attached for consideration.

Requested Action

Consider adopting an ordinance for the consumption of electricity applicable to Unmetered Service Schedule UMS.

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF
ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

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

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective **May 14, 2024**, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0.1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2.31
Energy (Per kWh) First 2325 kWh	\$0.1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0.0601

Residential – Schedule 40	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175
Energy (Per kWh) All additional kWh	\$0.1013
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Residential – Schedule 50	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116
Energy (Per kWh) All additional kWh	\$0.0948
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Extra Facilities Charge – Generation Schedule 70	Rate
Facilities Charge Per kW based on Generator Nameplate Rating	\$2.96

Renewable Resource Facilities Credit Schedule 60	Rate
Energy Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service – Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

Unmetered Service – Schedule UMS	Rate
Customer Charge (Per Month)	\$20.65
Wattage rating of 10W or less	\$0.90
Wattage rating of 11W but not greater than 50W	\$1.90
Wattage rating of 51 but not greater than 100W	\$3.80

Street Lighting Service Schedule 32-B		Rate
Overhead Distribution Area		
<i>Bracket-mounted, enclosed luminaries on approved wood pole</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$1.47
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.94
Underground Distribution Area		
<i>Bracket-mounted, enclosed luminaries on standard metal pole</i>		
<i>1 light per 10 customers on major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.09
<i>1 light per 10 customers on major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$4.18
<i>Bracket-mounted, enclosed luminaries on standard metal pole</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$3.99
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$7.98
<i>Approve J Post-Mounted type luminaries</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.38
<i>1 light per 6 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$3.99
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$7.98

Street Lighting Service Schedule 32-C		
High Pressure Sodium		
Monthly Rate	150w	\$8.44
Monthly Rate	250w	\$10.77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
<i>Energy Charges</i>	
For the first 300 kilowatt hours	\$0.0968
For all additional kilowatt hours	\$0.1116 (See E50)

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer's monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kWh for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
<i>Energy Charges</i>	
First 2325 kWh	\$0.1260 per kWh
Next 1000 kWh	\$0.0960 per kWh
Over 3325 kWh	\$0.0900 per kWh

For Three-Phase Service

Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
<i>Energy Charges</i>	
First 2325 kWh	\$0.1013 per kWh
Next 1000 kWh	\$0.0956 per kWh
All over 3325 kWh	\$0.0887 per kWh
Demand Charge	\$2.31

For Three-Phase Service

Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Economic Development CP Rate
Large General Service
Minimum Demand = 350 kW
Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

1. Have at least a 350 kW annual peak demand;
2. In the case of new loads, have not been served by the City prior to the date on which service of such load under this ED rate commences, except as necessary to maintain a minimum level of service prior to full operation;
3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
4. Are individually metered;
5. Are served under the provision of a service agreement with the City; and
6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

SECTION 6. That the following Large General Service #1 – CP Schedule 13 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Large General Service #1 – CP
Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATES

Customer Charge	\$166.06 per month
Energy Charge	\$0.0561 per kWh
All kWh	
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Commercial Electric Vehicle
Charging Station Service – CP
Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City's standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

MONTHLY RATES

Customer Charge	\$166.06 per month
Energy Charge	
Load Factor less than or equal to 10%	\$0.10100 kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
Load Factor greater than 20%	\$0.0561 per kWh
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF BILLING DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

$LF = kWh / (Any\ Time\ Demand \times Hours\ in\ Billing\ Cycle)$

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective May14, 2024:

CITY OF NEW BERN
Utility Owned Electric Vehicle Charging Stations
Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City’s electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging		
Load Factor less than or equal to 10%		\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%		\$0.47 per kWh
Load Factor greater than 20%		\$0.38 per kWh
In-Active Charging		
In-active charging is applied after 10 minutes		\$0.17 per minute
Of idle charging and occupying space at the charger.		

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

$$LF = kWh / (120.04 \text{ kW} \times \text{Hours in Billing Cycle})$$

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective May 14, 2024;

CITY OF NEW BERN
Medium General Service #1
Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0842 per kWh
Demand Charge	\$8.08 per kW

For Three-Phase Service

Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Small Wholesale Customer Rate
Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$21.78
Billing Demand	\$6.69 per kW
Kilowatt-Hour Energy	\$0.0859 per kWh

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Large General Service #2 – CP
Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATES

Customer Charge	\$1,214.06 per month
Energy Charge	
First 700,000 kW	\$0.0529 per kW
Addition kWh	\$0.0445 per kWh
Demand Charges	
Coincidental Peak Demand	
First 3200 kW	\$26.84 per kW
Additional kW	\$14.94 per kW
Excess Demand	\$4.19 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Medium General Service #2
Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service

Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Medium General Service (Time of Use)
Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

Customer Charge	\$56.78 per month
Energy Charge	\$0.0592 per kWh
Demand Charges	
On-Peak Demand	\$21.57 per kW
Excess Demand	\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 – 6:00 p.m.
Winter period – Coincident with October 16 through April 14: 7:00 – 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

SECTION 14: That the following Medium General Service – CP Rate Schedule 12 is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Medium General Service- CP Rate
Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City’s standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer’s monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTHLY RATES

Customer Charge	\$82.24 per month
Energy Charge	
All kWh	\$0.0601 per kW
Demand Charge	
Coincident Peak Demand	\$22.12 per kW
Excess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer’s billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Residential Service
Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

**SCHEDULE 40 (Residential 100% A/C Control) 100% Air
Condition Control Discount**

For service participating in the 1 (D0Zo Air Conditioner Control), all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MONTHLY RATE

For Single-Phase Service

Basic Customer Charge	\$9.95
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MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted May 14, 2024

CITY OF NEW BERN
Renewable Resource Facilities Credit
Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT

Energy Credit:

All kWh delivered

\$0.0487 per kWh

CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

1. Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.
2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Commercial/Industrial Load Profile Data Service
Schedule – LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

SET UP FEE

One time set up fee per meter	\$150.00
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MONTHLY RATES

Day After Data Service: 15-minute interval data updated the day after consumption	\$40.50
Same Day Hourly Data Service: 15-minute interval data updated hourly	\$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The Customer may terminate the agreement before the expiration of the initial contract period by paying to the City the sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

Retrofit Sodium Vapor (*Retrofitted Prior to September 19, 1983) (Obsolete – Not Available for new or replacement service)

12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135

Metal Halide Obsolete – Not Available for new or replacement service)

500w cobra head	\$33.15	168
1000w flood	\$44.60	382

*A retrofit sodium vapor unit is a mercury vapor unit retrofitted with a sodium vapor lamp. LED

50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

Area Lighting Poles

Monthly Charge Per Pole

Wood	\$2.93
Special Metal or Fiberglass Pot	\$6.94

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

1. Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation excess of that normally required to provide standard area lighting service.
2. For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.
5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be

SECTION 21. That the following Street Lighting Service Schedule 32-A is hereby adopted effective May 14, 2024

CITY OF NEW BERN
Street Lighting Service
Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Monthly Charge Per Fixture

Mercury Vapor (Obsolete-Not available for new or replacement installation)

7,000 Lumen semi-enclosed (175w)	\$8.44
7,000 Lumen (175w)	\$8.44
21,000 Lumen (400w)	\$13.18

Metal Halide (Obsolete-Not available for new or replacement installation)

400w flood	\$13.18
1000w flood	\$14.47

Sodium Vapor (Obsolete-Not available for new or replacement installation)

9,500 Lumen (100w)	\$7.79
22,000 Lumen (150w)	\$8.44
27,500 Lumen (250w)	\$10.77
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400 w flood)	\$14.47

LED

5,240 Lumen (39w) Acorn	\$18.81
9,505 Lumen (72w) Cobra	\$12.46
10,868 Lumen (110w) Town & Country	\$17.62
15,501 Lumen (160w) Gardco	\$38.85

SECTION 22. That the following Street Lighting Service Schedule 32-B is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Street Lighting Service
Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light

Per 10 customers or major fraction thereof

7,000 lumen mercury vapor \$1.47 per customer

9,500 lumen sodium vapor \$1.47 per customer

1 light per 5 customers or major fraction thereof

7,000 lumen mercury vapor \$2.94 per customer

9,500 lumen sodium vapor \$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light

Per 10 customers or major fraction thereof

7,000 lumen mercury vapor \$2.09 per customer

9,500 lumen mercury vapor \$2.09 per customer

1 light per 5 customers or major fraction thereof

7,000 lumen mercury vapor \$4.18 per customer

9,500 lumen mercury vapor \$4.18 per customer

SECTION 23. That the following Street Lighting Service Schedule 32-C is hereby adopted effective May 14, 2024:

CITY OF NEW BERN
Street Lighting Service
Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Monthly Charge Per Fixture

Sodium Vapor 22,000 Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL

Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION 24. That the foregoing ordinance be kept on file in the Office of the City Clerk.

SECTION 25. That previous ordinances in conflict with this ordinance are hereby replaced.

SECTION 26. That the rates established by this Ordinance shall be in full force and effect on May 14, 2024

ADOPTED THIS 14th DAY OF May 14, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF
ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

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

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective ~~June 14, 2022~~ May 14, 2024, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0.1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2.31
Energy (Per kWh) First 2325 kWh	\$0.1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Large General Service #1 CP Schedule 13	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (Per kWh)	\$0.0561

Commercial Electric Vehicle Charging Station CP Schedule 14	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (per kWh) LF $\leq 10\%$	\$0.10100
Energy (per kWh) $10\% < LF < 20\%$	\$0.07855
Energy (per kWh) LF $> 20\%$	\$0.05610

Utility Owned Electric Vehicle Charging Station Schedule 15	Rate
Active Energy (per kWh) LF $< 10\%$	\$0.68
Active Energy (per kWh) $10\% < LF < 20\%$	\$0.47
Active Energy (per kWh) LF $> 20\%$	\$0.38
In-Active Charging (per minute)	\$0.17

Medium General Service #1 Schedule 08	Rate
Customer Charge (Monthly)	\$22.80
Demand (Per kW)	\$8.08
Energy (Per kWh)	\$0.0842

Small Wholesale Schedule 09	Rate
Customer Charge (Per Month)	\$21.78
Demand (Per kW)	\$6.69
Energy (Per kWh)	\$0.0859
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Large General Service #2 CP Rate Schedule 6	Rate
Customer Charge (Per Month)	\$1,214.06
CP Demand (Per kW) First 3200 kW	\$26.84
Demand (Per kW) All additional kW	\$14.94
Excess Demand (Per kW)	\$4.19
Energy (Per kWh) First 1,700,000 kWh	\$0.0529
Energy (Per kWh) All additional kWh	\$0.0445

Medium General Service #2 Schedule 10	Rate
Customer Charge (Per Month)	\$22.80

Demand (Per kWh)	\$8.95
Energy (Per kWh)	\$0.0800
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0.0601

Residential – Schedule 40	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175
Energy (Per kWh) All additional kWh	\$0.1013
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Residential – Schedule 50	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116
Energy (Per kWh) All additional kWh	\$0.0948
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Extra Facilities Charge – Generation Schedule 70	Rate
Facilities Charge Per kW based on Generator Nameplate Rating	\$2.96

Renewable Resource Facilities Credit Schedule 60	Rate
Energy Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service – Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

Unmetered Service – Schedule UMS	Rate
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Customer Charge (Per Month)	\$20.65
Wattage rating of 10W or less	\$0.90
Wattage rating of 11W but not greater than 50W	\$1.90
Wattage rating of 51 but not greater than 100W	\$3.80

Area Lighting Schedule 04		New Rate
	High Pressure Sodium	
Monthly Rate	150w (Obsolete – Not Available for new or replacement service)	\$18.74
Monthly Rate	250w (Obsolete – Not Available for new or replacement service)	\$21.32
	Metal Halide	
Monthly Rate	400w (Obsolete – Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service)	\$44.60
	LED	
Monthly Rate	50w	\$18.74
Monthly Rate	300w	\$33.15
	Area Lighting Poles	
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post	\$6.94
	Underground Service	
	One time contribution per pole	\$246.51
Monthly Rate	Increase per pole	\$4.90

Street Lighting Poles		Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90

Street Lighting Service Schedule 32-A		Rate
	Mercury Vapor	
Monthly Rate	175w semi enclosed (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	175w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
	Metal Halide	
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	1000w (Obsolete-not available for new or replacement service)	\$14.47
	High Pressure Sodium	
Monthly Rate	100w (Obsolete-not available for new or replacement service)	\$7.79

Monthly Rate	150w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	250w (Obsolete-not available for new or replacement service)	\$10.77
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$14.47
	LED	
Monthly Rate	39w Acorn	\$18.81
Monthly Rate	72w Cobra	\$12.46
Monthly Rate	110w Town & Country	\$17.62
Monthly Rate	160w Gardco	\$38.85

Street Lighting Service Schedule 32-B		Rate
Overhead Distribution Area		
<i>Bracket-mounted, enclosed luminaries on approved wood pole</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$1.47
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.94
Underground Distribution Area		
<i>Bracket-mounted, enclosed luminaries on standard metal pole</i>		
<i>1 light per 10 customers on major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.09
<i>1 light per 10 customers on major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$4.18
<i>Bracket-mounted, enclosed luminaries on standard metal pole</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$3.99
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$7.98
<i>Approve J Post-Mounted type luminaries</i>		
<i>1 light per 10 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$2.38
<i>1 light per 6 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$3.99
<i>1 light per 3 customers or major fraction thereof</i>		
per customer	150w High Pressure Sodium	\$7.98

Street Lighting Service Schedule 32-C		
Monthly Rate	High Pressure Sodium 150w	\$8.44

Monthly Rate	250w	\$10.77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

SECTION 2. That the following Residential Service #1 Schedule 01 and Schedule 07 are hereby adopted effective ~~June 14, 2022~~ May 14, 2024.

CITY OF NEW BERN
Residential Service #1
Schedule 01, Schedule 07

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns and other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided the City is granted the right to install, operate and monitor special equipment to measure the customer's load, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through a one kilowatt-hour meter in accordance with Schedule 01 and Schedule 07 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate rate schedule.

TYPE OF SERVICE

The type of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 01

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
<i>Energy Charges</i>	
For all first 300 kilowatt hours	\$0.1018
For all additional kilowatt hours	\$0.1175

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
<i>Energy Charges</i>	
For the first 300 kilowatt hours	\$0.0968
For all additional kilowatt hours	\$0.1116 (See E50)

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.

- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19
- B. Exterior walls with an insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024.

CITY OF NEW BERN
Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City’s standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer’s monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kW for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer’s monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City’s service, the customer shall install the protective equipment acceptable to the City that will protect the City’s employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer’s premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
<i>Energy Charges</i>	
First 2325 kWh	\$0.1260 per kWh

Next 1000 kWh	\$0.0960 per kWh
Over 3325 kWh	\$0.0900 per kWh

For Three-Phase Service

Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the lines extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
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Energy Charges

First 2325 kWh	\$0.1013 per kWh
Next 1000 kWh	\$0.0956 per kWh
All over 3325 kWh	\$0.0887 per kWh

Demand Charge	\$2.31
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For Three-Phase Service

Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued; and
2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Economic Development CP Rate
Large General Service
Minimum Demand = 350 kW
Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

1. Have at least a 350 kW annual peak demand;
2. In the case of new loads, have not been served by the City prior to the date on which service of such load under this ED rate commences, except as necessary to maintain a minimum level of service prior to full operation;
3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
4. Are individually metered;
5. Are served under the provision of a service agreement with the City; and
6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

MONTHLY RATES

Customer Charge	\$197.00 per billing cycle
kW Demand Charge	
All Coincident Peak (CP) Demand	\$26.84 per CP kW
Energy Charge	
All kWh	\$0.0444 per kWh
Excess Demand	\$3.94 per kW

The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A, B, C and D above.

DETERMINATION OF DEMAND

Coincident Peak (CP) Demand: The Coincident Peak (CP) Demand shall be the customer's contribution to the City's 60-minute interval which is used by the North Carolina Eastern Municipal Power Agency (NCEMPA) for wholesale billing purposes during the current calendar month.

Excess Demand: Excess Demand shall be the difference between the maximum 15-minute demand recorded during the current billing cycle and the Coincident Peak (CP) Demand for the same billing cycle.

Any Time Demand: Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

kWh: The letters kWh of energy consumption shall be the total usage of electricity during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by

the City will be provided to the customer by the direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 6. That the following Large General Service #1 – CP Schedule 13 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Large General Service #1 – CP
Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATES

Customer Charge	\$166.06 per month
Energy Charge	\$0.0561 per kWh
All kWh	
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective ~~June 14, 2022~~May 14, 2024:

CITY OF NEW BERN
Commercial Electric Vehicle
Charging Station Service – CP
Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City’s standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

MONTHLY RATES

Customer Charge	\$166.06 per month
Energy Charge	
Load Factor less than or equal to 10%	\$0.10100 kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
Load Factor greater than 20%	\$0.0561 per kWh
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF BILLING DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

$LF = \text{kWh} / (\text{Any Time Demand} \times \text{Hours in Billing Cycle})$

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Utility Owned Electric Vehicle Charging Stations
Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City's electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging

Load Factor less than or equal to 10%	\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.47 per kWh
Load Factor greater than 20%	\$0.38 per kWh

In-Active Charging

In-active charging is applied after 10 minutes	\$0.17 per minute
Of idle charging and occupying space at the charger.	

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

$$LF = \text{kWh} / (120.04 \text{ kW} \times \text{Hours in Billing Cycle})$$

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

PAYMENT

Payment shall be made via the customers ChargePoint account. Cash and/or credit card transactions are not available.

CONTRACT PERIOD

The pilot program shall continue through February 12, 2023 per the contractual requirements set forth by the NCDEQ VW-DC Fast Program or extended as needed. Record keeping and reporting shall continue for a period of five (5) years following the expiration of the contract. At the end of the pilot program, the City may consider any further interest to own EV charging stations or divest their interest.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Medium General Service #1
Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0842 per kWh
Demand Charge	\$8.08 per kW

For Three-Phase Service

Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until disconnected, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Small Wholesale Customer Rate
Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or

whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$21.78
Billing Demand	\$6.69 per kW
Kilowatt-Hour Energy	\$0.0859 per kWh

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024.

CITY OF NEW BERN
Large General Service #2 – CP
Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not

less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATES

Customer Charge	\$1,214.06 per month
Energy Charge	
First 700,000 kW	\$0.0529 per kW
Addition kWh	\$0.0445 per kWh
Demand Charges	
Coincidental Peak Demand	
First 3200 kW	\$26.84 per kW
Additional kW	\$14.94 per kW
Excess Demand	\$4.19 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Medium General Service #2
Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service

Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Medium General Service (Time of Use)
Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

Customer Charge	\$56.78 per month
Energy Charge	\$0.0592 per kWh
Demand Charges	
On-Peak Demand	\$21.57 per kW
Excess Demand	\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 – 6:00 p.m.
 Winter period – Coincident with October 16 through April 14: 7:00 – 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the

Customer shall pay for the line extension in accordance with the City's customer service policies and may be amended from time to time.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

SECTION 14: That the following Medium General Service – CP Rate Schedule 12 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024.

CITY OF NEW BERN
Medium General Service- CP Rate
Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTHLY RATES

Customer Charge	\$82.24 per month
Energy Charge	
All kWh	\$0.0601 per kW
Demand Charge	
Coincident Peak Demand	\$22.12 per kW
Excess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

1. That the service supplied shall be for a continuous period until discontinued, and
2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under the Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024.

CITY OF NEW BERN
Residential Service
Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 40 (Residential 100% A/C Control) 100% Air
Condition Control Discount

For service participating in the 1 (D0Zo Air Conditioner Control, all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MONTHLY RATE

For Single-Phase Service

Basic Customer Charge	\$9.95
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Energy Charges

For the first 300 kilowatt hours	\$0.1018
For >300 to 800 kilowatt hours	\$0.1175
For all additional kilowatt hours	\$0.1013

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 50 (Energy Efficient Residential 100% A/C Control Rate) Energy Conservation Discount

Where customer notifies company and customer's dwelling complies with the thermal and load management requirements referenced in Schedule E07, all energy usage will be discounted by 5% based on the Schedule E01 (Residential Service) rate in addition to the 100% Air Conditioner Control discount above.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
<i>Energy Charges</i>	
For the first 300 kilowatt hours	\$0.0968
For >300 to 800 kilowatt hours	\$0.1116
For all additional kilowatt hours	\$0.0948

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS

CONVENTIONAL HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 16. That the following Extra Facilities Charges – Generation Schedule 70 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Extra Facilities Charges – Generation
Schedule 70

AVAILABILITY

Service under this schedule is intended to be in conjunction with the following rate schedules: Medium General Service CP – Schedule 12, Large General Service #2 CP – Schedule 6, and Large General Service AI CP – Schedule 13. This schedule is available for parallel operation of City-owned, operated and maintained generation systems located on the customer's premises for the purpose of demand reduction during load management periods. This schedule is to be used in conjunction with the provisions of a generation agreement with the City.

This schedule is available on a first come, first serve basis provided that the aggregate capacity of all the recognized generators operation on the City's electric system shall not exceed that of the City of New Bern's generation allocation as required by the North Carolina Eastern Municipal Power Agency policy. If a customer's proposed installation results in exceeding the aforementioned threshold, the customer will be notified that service under this schedule will not be available.

MONTHLY RATES

Existing City Owned Generator

Based on Generator Nameplate Rating: kW	
Capacity Rating	\$2.96 per kW

New City Owned Generator

All new generator installations or new replacement generator installations shall be billed in accordance with the City of New Bern Customer Service policies for "Extra Facilities" under Schedule 70.

CONTRACT PERIOD

Service will be provided under this schedule only after a generation agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Renewable Resource Facilities Credit
Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT

Energy Credit:

All kWh delivered	\$0.0487 per kWh
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CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

1. Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.

2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.
3. Customers with renewable energy generators, as outlined above, that are designated to operate in excess of the customer's load at any time are required to function in compliance with the City's Supplemental Power Supply contract with the North Carolina Eastern Municipal Power Agency. Under this requirement, each customer will be required to enter into a unique Electric Service Agreement with the City detailing the specifications of the installation the rate schedule to be followed for the power supplied by the renewable resource generator. The customer's service shall be metered with two meters – one to measure all energy provided by the City and used by the customer, and all other to measure the amount of energy generated by the customer's renewable energy generator.
4. All customers applying for installations of photovoltaic non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to complete and comply with the City of New Bern's Application and Procedures for Interconnecting a Certified Photovoltaic Generating Facility ("Application"). The customer must complete the Application and submit the same to the City prior to receiving service under this schedule.
5. All customers who install a non-City-owned, small generation system to be operated in parallel with the City electric system shall be required to submit a certification of general liability insurance naming the City as additional insured in the amount of \$100,000 per occurrence. Certifications are to be submitted for review and approval by the City on an annual basis as long as the renewable resource generator is interconnected with the City's electric system.
6. In the event that the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other City customers, the customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of such additional facilities. The Monthly Facilities Charge shall not be less than \$25.00.
7. The City reserves the right to test the customer's alternative energy generator for compliance with the applicable interface criteria. Should the City determine that the customer's installation is in violation of such criteria, the City will disconnect the alternative energy generator from the City's electric distribution system. The customer's alternative energy generator will remain disconnected until the installation is brought back into compliance with the applicable interface criteria.

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Commercial/Industrial Load Profile Data Service
Schedule – LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

SET UP FEE

One time set up fee per meter	\$150.00
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MONTHLY RATES

Day After Data Service: 15-minute interval data updated the day after consumption	\$40.50
Same Day Hourly Data Service: 15-minute interval data updated hourly	\$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 19: That the following Unmetered Service Schedule UMS is hereby adopted effective May 14, 2024.

CITY OF NEW BERN
Unmetered Service
Schedule UMS

AVAILABILITY

This service is available at a single point of delivery when service is rendered on an unmetered basis and the Customer's total nameplated electrical requirement is demonstrated to be 100 watts or less. Service is limited to Federal, State, Local Government and North Carolina registered franchise telecommunication service providers.

SERVICE

Each point of delivery shall require an application for service and be considered as the contract location.

The Customer shall install a current limiting device on the load side of the electric utility's point of delivery and comply with local inspection authorities' requirements. The City reserves the right to inspect the Customer's equipment at any time to verify actual load. Service is limited to 120 volts, single phase and locations no further than 100 feet from the 120 volt source.

Customer attachments are prohibited on electric utility structures and/or poles except where the Customer has established a pole attachment agreement with the utility. The customer's point of service cannot interrupt service to other utility customers or connect in between the public electric system and the point of delivery to other customers.

The City's electric utility reserves the right to determine the feasibility of providing service and refuse service based such feasibility. In the event of a Customer's failure to notify the City of an increase in load, the City reserves the right to refuse to serve this contract location thereafter under the provision and to require Customer rewire to permit metered service.

This service is not available for short-term, construction, temporary, breakdown, back-up standby or lighting service. Monthly pole rental service is not available with this schedule. Upon request, the utility may consider the feasibility of providing the Customer a pole. The cost of the pole shall include the electric utilities material, labor and equipment cost. The sale and installation of a pole/s shall require a separately administered agreement.

MONTHLY RATES

The monthly rates do not include charges for additional facilities, poles, underground service and/or other services provided.

Customer Charge	\$20.65
<u>Energy Charges</u>	
Wattage rating of 10W or less	\$0.90
Wattage rating of 11W but not greater than 50W	\$1.90
Wattage rating of 51W but not greater than 100W	\$3.80

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The Customer may terminate the agreement before the expiration of the initial contract period by paying to the City the sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION ~~1920~~. That the following Area Lighting Schedule 04 is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Area Lighting Schedule
Schedule 04

AVAILABILITY

This schedule is available for service supplied to the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor or sodium vapor lighting units. Lighting units will be bracket mounted on City-owned poles, and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, the customer and the City must execute the City's form entitled "Application for Area Lighting Service". The service supplied by the City will include the installation and operation, according to City standards and requirements, of the area lighting units, and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After the customer has notified the City that a lamp is not burning, the City will perform, as soon as practicable during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the Monthly Rate indicates the class of lamp.

MONTHLY RATES

Overhead Service

BASIC RATE: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service or any contribution required under this Schedule:

Monthly Charge
Per Fixture

Monthly kWh
Per Fixture

Mercury Vapor (Obsolete – Not Available for new or replacement service)

7,000 lumen semi-enclosed 175w	\$11.40	69
7,000 lumen 175 w	\$13.27	69
21,000 lumen 400 w	\$20.70	149
21,000 lumen 400 w flood	\$25.58	160
60,000 lumen 1000w	\$40.70	382
60,000 lumen flood 1000 w flood	\$44.60	

Sodium Vapor (Obsolete – Not Available for new or replacement service)

5,000 lumen semi-enclosed	\$9.28	
9,500 lumen 100 w	\$15.12	46
22,000 lumen 150 w	\$18.74	86
27,500 lumen flood 250w	\$21.32	109
27,500 lumen 400 w	\$29.54	152
50,000 lumen flood 400 w	\$33.15	168

Retrofit Sodium Vapor (*Retrofitted Prior to September 19, 1983) (Obsolete – Not Available for new or replacement service)

12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135

Metal Halide Obsolete – Not Available for new or replacement service)

500w cobra head	\$33.15	168
1000w flood	\$44.60	382

*A retrofit sodium vapor unit is a mercury vapor unit retrofitted with a sodium vapor lamp. LED

50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

Area Lighting Poles

Monthly Charge Per Pole

Wood	\$2.93
Special Metal or Fiberglass Pot	\$6.94

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

1. Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation excess of that normally required to provide standard area lighting service.

2. For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.
5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
2. The customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should the customer desire such a conversion under this schedule, the customer will contribute the City, in addition to the applicable contribution above, the estimated net loss in salvage value of the overhead facilities being removed. The customer will thereafter pay the applicable rate for underground service.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The customer may terminate the agreement before the expiration of the initial contract period by paying to the City a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract period.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City of New Bern Customer Service Policies.

SECTION 2021. That the following Street Lighting Service Schedule 32-A is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Street Lighting Service
Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Monthly Charge Per Fixture

Mercury Vapor (Obsolete-Not available for new or replacement installation)

7,000 Lumen semi-enclosed (175w)	\$8.44
7,000 Lumen (175w)	\$8.44
21,000 Lumen (400w)	\$13.18

Metal Halide (Obsolete-Not available for new or replacement installation)

400w flood	\$13.18
1000w flood	\$14.47

Sodium Vapor (Obsolete-Not available for new or replacement installation)

9,500 Lumen (100w)	\$7.79
22,000 Lumen (150w)	\$8.44
27,500 Lumen (250w)	\$10.77
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400 w flood)	\$14.47

LED

5,240 Lumen (39w) Acorn	\$18.81
9,505 Lumen (72w) Cobra	\$12.46
10,868 Lumen (110w) Town & Country	\$17.62
15,501 Lumen (160w) Gardco	\$38.85

ADDITIONAL FACILITIES

1. Special poles and lighting fixtures normally not provided by the utility can be provided at the City's cost for fixtures.
2. For each primary conductor extension, 2% of the estimated installed cost of the required facilities.
3. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities.
4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
5. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles.
6. When more energy efficient and better suited lighting units become available to the City, they will be made available for use under this schedule. The appropriate charges for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this schedule by the City.

NON-REFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.

2. The customer will contribute the estimated cost of installing cables under paved or landscaped surface area; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulation.

SECTION ~~24~~22. That the following Street Lighting Service Schedule 32-B is hereby adopted effective ~~June 14,~~ 2022.

CITY OF NEW BERN
Street Lighting Service
Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light

Per 10 customers or major fraction thereof

7,000 lumen mercury vapor

\$1.47 per customer

9,500 lumen sodium vapor	\$1.47 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.94 per customer
9,500 lumen sodium vapor	\$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light	
Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.09 per customer
9,500 lumen mercury vapor	\$2.09 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$4.18 per customer
9,500 lumen mercury vapor	\$4.18 per customer

Bracket-mounted, enclosed luminaries on standard metal pole	
1 light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer

Approved Post-Mounted Type Luminaries	
1 Light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 Light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer
9,500 lumen sodium vapor	\$3.99 per customer

ANNEXATION CONSIDERATION

If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency, its written approval of the street lighting service being provided under this schedule, and the number and locations of the lights to be installed.

1. The subdivision abuts a boundary of the municipality.
2. It is known that the subdivision will be annexed into the municipality.
3. The municipal governing agency has enacted a subdivision control ordinance that applies to the subdivision or any portion thereof.

If the subdivision is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

1. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule, no monthly customer charge will be applied to the subdivision residents.
2. Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents.

If the subdivision is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting contract, the service will continue to be provided under this Schedule with the applicable monthly charge.

SECTION ~~2223~~. That the following Street Lighting Service Schedule 32-C is hereby adopted effective ~~June 14, 2022~~ May 14, 2024:

CITY OF NEW BERN
Street Lighting Service
Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Monthly Charge Per Fixture

Sodium Vapor 22,000 Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

ADDITIONAL FACILITIES

1. For primary conductor extensions, 2% of the estimated installed cost of the required facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
2. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
3. For an underground circuit in excess of 250 feet for the installation of a street light pole, 2% of the estimated installed cost will be considered an additional facility. Customer has the option of making a non-refundable contribution of the estimated install cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for each excess circuit.
4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
5. When more energy-efficient and better-suited lighting becomes available to the City, they will be made available for use under this Schedule. The appropriate charges for such units will be developed by the City Electric Utility Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, customer will contribute the additional cost incurred thereby.
2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the Monthly Rate in this Schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this Schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL

Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION ~~23~~24. That the foregoing ordinance be kept on file in the Office of the City Clerk.

SECTION ~~24~~25. That previous ordinances in conflict with this ordinance are hereby replaced.

SECTION ~~25~~26. That the rates established by this Ordinance shall be in full force and effect on ~~January 26,~~
~~2022 May 14, 2024.~~

ADOPTED THIS 14th DAY OF ~~JUNE~~MAY, 202~~4~~2.

MAYOR

~~DANA E. OUTLAW~~JEFFREY T. ODHAM,

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Conduct a Public Hearing for the Financing for the Acquisition of Property for the Electric Utility Operations located at 212 Kale Road

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: 5/14/2024

Explanation of Item:	To conduct a public hearing for comments on the proposed financing for the acquisition of property and renovations of the existing buildings located at 212 Kale Road for the electric utility operations.
Actions Needed by Board:	Conduct the public hearing and adopt resolution accepting the JP Morgan proposal.
Backup Attached:	Memo; Resolution; Davenport Public Finance-Electric Financing Summary Memo
Is item time sensitive? <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: Mitch Brigulio with Davenport Public Finance will be in attendance to present and discuss financing and answer any questions.

Aldermen
Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

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

FROM: Kimberly Ostrom - Director of Finance

DATE: May 2, 2024

RE: Conduct a Public Hearing for the Financing for the Acquisition of Property for the Electric Utility Operations located at 212 Kale Road

Background

At its meeting on April 23, 2024, the Board of Aldermen adopted a resolution calling for a public hearing on the proposed financing for the acquisition of property and renovations of the existing buildings located at 212 Kale Road for the electric utility operations.

A Request for Proposal was issued to solicit bids for financing not to exceed \$2,200,000 with two financing options:

- 1.) Installment Financing Agreement (IFA)
- 2.) Issuance of revenue bond

Upon careful review of proposals submitted by various financial institutions, it is recommended to accept the proposal of JP Morgan Chase. JP Morgan Chase has proposed an interest rate of 4.21% with a Bank Qualified Installment Financing Agreement, for the term of 15 years, prepayable at par on or after March 1, 2034 with 45 days prior written notice.

Under North Carolina law, the Financing Agreement requires a public hearing. The attached resolution (a) evidences the holding of the required public hearing, and (b) accepts the JP Morgan proposal. Final approval of the financing and the financing documents will be considered at the May 28th Board meeting. The financing is tentatively scheduled to close on Tuesday, June 11, 2024.

Mitch Brigulio with Davenport Public Finance will be in attendance to present and discuss financing and answer any questions.

Requested Action

It is recommended that the Board take the following action:

1. Conduct the public hearing as required by Section 160A-20.
2. Adopt the attached resolution accepting the JP Morgan proposal.

**RESOLUTION APPROVING THE WINNING BIDDER IN CONNECTION
WITH AN INSTALLMENT FINANCING AGREEMENT FOR THE
FINANCING OF THE ACQUISITION OF AN EXISTING BUILDING FOR
USE AS THE ELECTRIC OPERATIONS BUILDING AND
IMPROVEMENTS THERETO FOR THE CITY OF NEW BERN, NORTH
CAROLINA**

WHEREAS, the City of New Bern, North Carolina (the "City") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, for the purpose of providing funds, together with any other available funds, to pay the cost of acquiring, constructing, renovating and equipping an existing building for use by the City as the Electric Operations Building to provide administrative, office, operational and warehouse space for the City's Electric Utility (the "Project"); and

WHEREAS, the City has solicited proposals from various financial institutions to provide financing for the Project; and

WHEREAS, upon careful review and consideration of the proposals submitted by the various financial institutions to provide such financing, the City desires to accept the proposal of JPMorgan Chase Bank, N.A. (the "Lender");

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen (the "Board") of the City of New Bern, North Carolina (the "City") as follows:

Section 1. The proposal of the Lender to provide financing pursuant to an installment financing agreement for the purpose of providing funds, together with any other available funds, to pay the costs of the Project and to pay the related financing costs is hereby accepted, subject to further approval of the particular documentation related thereto by the Board.

Section 2. The City Manager and the Director of Finance of the City are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Lender.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 14TH DAY OF MAY, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

To The City of New Bern, North Carolina
From Davenport & Company LLC
Date May 14, 2024
Subject 2024 Electric Financing RFP Summary

Background

Davenport & Company LLC ("Davenport"), on behalf of the City of New Bern, NC (the "City"), distributed a Request for Proposals ("RFP") to secure a commitment for a Direct Bank Loan evidenced by either an Installment Financing Agreement or a Revenue Bond to reimburse for the purchase of an existing building, finance renovations/upfits for use as the Electric Operations building, and pay related financing costs.

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide proposals in an amount of up to \$2,200,000 with either 15-year or 20-year terms.

RFP Responses

Through this process, the City was able to secure six responses to the RFP from the following institutions:

1. Capital One Public Funding, LLC ("Capital One");
2. JPMorgan Chase Bank, NA ("JPMorgan");
3. Huntington Public Capital ("Huntington");
4. TD Bank, N.A. ("TD Bank");
5. Truist Commercial Equity, Inc. ("Truist");
6. Webster Bank N.A. ("Webster").

The following pages contain a summary of the key terms and conditions for the responses received.

May 14, 2024

Discussion Points

1. Interest Rate – A summary of the interest rates proposed by the six bidders is outlined in Table 1 below. The JPMorgan proposal provided the lowest interest rate associated with the 15-year term under an Installment Financing Agreement structure. The Webster proposal provided the lowest fixed interest rate associated with the 20-year term under the Revenue Bond structure.

Table 1: Summary of Interest Rates

A	B	15-Year Term		20-Year Term	
		C	D	E	F
Lender	Rate Lock	Structure: Installment Financing	Structure: Revenue Bond	Structure: Installment Financing	Structure: Revenue Bond
1 JPMorgan	The rates provided are exclusively for indicative purposes, based upon market conditions as of April 29, 2024, and will reset daily after 5:00 P.M. EDT June 13, 2024. The actual rate of interest borne by the Installment Payments will be set by mutual agreement between Bank and the City upon receipt of signed acceptance and within 45 days of closing. Proposal must be accepted by 4:00 P.M. EDT April 30, 2024 and closing must occur no later than June 20, 2024.	Option 1: BQ: 4.10% NBQ: 4.19% Option 2: BQ: 4.21% NBQ: 4.30%	Option 1: BQ: 4.58% NBQ: 4.67% Option 2: BQ: 4.69% NBQ: 4.78%	No Bid	No Bid
2 Webster	Rates are locked through June 20, 2024 if proposal is accepted by May 15, 2024.	No Bid	4.62%	No Bid	4.76%
3 Huntington	Rates are locked through June 20, 2024 if proposal is accepted by May 14, 2024.	BQ: 4.66% NBQ: 5.04%	No Bid	BQ: 4.84% NBQ: 5.22%	No Bid
4 TD Bank	The Interest Rates provided are indicative as of April 25, 2024. The Final Interest Rate will be fixed and held firm through Closing at the time of notification of award/recommendation by the Borrower and its Financial Advisor. Any potential adjustment on the date of notification will be communicated with the Borrower and its Financial Advisor prior to locking the Interest Rate.	Option 1: 4.77% Option 2: 5.06%	No Bid	No Bid	No Bid
5 Capital One	COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year USD SOFR Overnight Indexed Swap (ticker USOSFR10 on Bloomberg, the "Benchmark Rate") and comparing it to its current yield of 4.34% (the "Base Date Rate") on April 25, 2024 (the "Base Date"). Term sheet will expire on May 2, 2024 if not accepted before then.	4.84%	4.84%	4.99%	4.99%
6 Truist	Rates are locked through June 20, 2024 if proposal is accepted by May 15, 2024.	Option 1: 5.03% Option 2: 5.05% Option 3: 5.12%	Option 1: 5.03% Option 2: 5.05% Option 3: 5.12%	Option 1: 5.07% Option 2: 5.09% Option 3: 5.24%	Option 1: 5.07% Option 2: 5.09% Option 3: 5.24%

¹Huntington is able to hold rates for 60 days without a rate lock agreement. If the Closing Date is scheduled after June 20, 2024, a rate lock agreement would need to be executed and the transaction would need to close before July 1, 2024. The fee for breaking the rate lock agreement on Option 1 (15 year term) would be \$12,144. The fee for breaking the rate lock agreement on Option 2 (20 year term) would be \$16,284.

*Interest rate is indicative and subject to change.

The remainder of the memo will focus on the JPMorgan 15-year proposal under the Installment Financing Agreement structure. The JPMorgan proposal provided the lowest interest rate for the 15-year term.

May 14, 2024

2. Prepayment Provisions – Prepayment provisions offered by JPMorgan are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
JPMorgan	<u>Option 1 (15-year Term):</u> Non-callable
	<u>Option 2 (15-year Term):</u> Prepayable at par on any interest payment date, in whole or in part in multiples of \$5,000, on or after 3/1/2034, upon at least 45 days prior written notice to the Bank.
	Partial Prepayments will be applied in inverse order of scheduled maturities.

3. Estimated Debt Service – A summary comparison of the estimated debt service payments (Principal & Interest) for the JPMorgan Options is shown in Table 3 below.

Table 3: Estimated Annual Debt Service:

	Installment Financing Structure			
	JPMorgan 15-Year Options			
A	B	C	D	E
Option	Option 1		Option 2	
Call Provisions	Non-callable		Prepayable at par on or after 3/1/2034	
Bank Qualification	BQ	NBQ	BQ	NBQ
Interest Rates*	4.10%	4.19%	4.21%	4.30%
Interest Rate Lock	Upon Acceptance	Upon Acceptance	6/14/2024	Upon Acceptance
Sources of Funds				
Par Amount*	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000
Total	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000
Uses of Funds				
Project Fund*	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Cost of Issuance*	175,000	175,000	175,000	175,000
Bank Fees*	7,500	7,500	7,500	7,500
Additional Proceeds*	500	500	500	500
Total	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000
Debt Service*				
Fiscal Year				
2025	\$ 195,641	\$ 197,060	\$ 197,375	\$ 197,794
2026	195,132	196,979	197,389	198,279
2027	195,581	196,328	196,716	198,549
2028	195,825	196,509	196,875	198,604
2029	195,864	196,481	196,823	198,444
2030	195,698	196,244	196,560	198,069
2031	195,327	196,797	197,087	198,479
2032	195,751	197,099	197,362	197,631
2033	195,929	197,149	197,383	198,568
2034	195,861	196,948	197,153	198,204
2035	195,547	196,495	196,669	197,582
2036	194,987	196,791	196,933	197,702
2037	195,181	196,794	196,902	198,521
2038	195,088	196,503	196,577	197,996
2039	195,708	196,919	196,957	198,170
Total	\$ 2,933,120	\$ 2,951,095	\$ 2,954,761	\$ 2,972,592

* Preliminary and subject to change. Note, Interest will be paid semi-annually on March 1 and September 1, and Principal will be paid annually on March 1.

Note: Interest Rates provided by JPMorgan are indicative and subject to change until accepted.

May 14, 2024

Recommendation

Based upon our review of the proposals, related analyses, and discussions with City Staff and Bond Counsel, Davenport recommends that the City select the JPMorgan Installment Financing 15-year Bank Qualified rate of 4.21% (Option 2). The JPMorgan proposal provides the lowest 15-year rate and total interest cost options. The JPMorgan Option 2 proposal provides flexibility to prepay the loan after 10-years without a prepayment penalty.

Next Steps

May 14 th	City Board of Aldermen Meeting – City Board of Aldermen considers approval of winning lender and holds a Public Hearing.
May 28 th	City Board of Aldermen Meeting – City Board of Aldermen considers adopting a Final Approving Resolution.
June 4 th	LGC approves financing.
By June 14 th	Deadline to Close on Financing.

May 14, 2024

Appendix

2024 Electric Financing Bid Summary

City of New Bern, North Carolina



May 14, 2024 - DRAFT

Bank Loan RFP Overview

- An RFP for a Direct Bank Loan financing was distributed on April 3, 2024 to over 50 National, Regional and Local lending institutions to reimburse for the purchase of an existing building, finance renovations/upfits for use as the Electric Operations Building, and pay related costs of issuance.
- After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.
- Responding institutions were asked to provide proposals for either (or both) an Installment Financing Agreement or Revenue Bond in an amount of approximately \$2,200,000 with either a 15-year term or a 20-year term, and a tax-exempt interest rate.
- The City received 6 proposals from the following banks:
 - Capital One Public Funding (“COPF”);
 - JPMorgan Chase Bank, NA (“JPMorgan”);
 - Huntington Public Capital (“Huntington”);
 - TD Bank, N.A. (“TD Bank”);
 - Truist Bank (“Truist”);
 - Webster Bank N.A. (“Webster”).
- A summary of all proposals received is shown on the following page.

Summary of Interest Rates

Bank Proposals

A	B	C	15-Year Term		20-Year Term	
			D	E	F	G
Lender	Rate Lock	Call Provisions	Structure: Installment Financing	Structure: Revenue Bond	Structure: Installment Financing	Structure: Revenue Bond
1 JPMorgan Chase Bank, NA	The rates provided are exclusively for indicative purposes, based upon market conditions as of April 29, 2024, and will reset daily after 5:00 P.M. EDT June 13, 2024. The actual rate of interest borne by the Installment Payments will be set by mutual agreement between Bank and the City upon receipt of signed acceptance and within 45 days of closing. Proposal must be accepted by 4:00 P.M. EDT April 30, 2024 and closing must occur no later than June 20, 2024.	Option 1: Noncallable Option 2: Prepayable in whole or part at par after 3/1/2034.	Option 1: BQ: 4.10% NBQ: 4.19% Option 2: BQ: 4.21% NBQ: 4.30%	Option 1: BQ: 4.58% NBQ: 4.67% Option 2: BQ: 4.69% NBQ: 4.78%	No Bid No Bid	No Bid No Bid
2 Webster Bank	Rates are locked through June 20, 2024 if proposal is accepted by May 15, 2024.	15-Year Term: No Call through 2/29/2028, callable on any date at 101% through 2/28/2031, callable on any date at par thereafter. 20-Year Term: No Call through 2/29/2029, callable on any date at 101% through 2/28/2032, callable on any date at par thereafter.	No Bid	4.62%	No Bid	4.76%
3 Huntington Public Capital ¹	Rates are locked through June 20, 2024 if proposal is accepted by May 14, 2024.	15-Year Term: Prepayable in whole at anytime at 102% through 3/1/2034, prepayable at par thereafter. 20-Year Term: Prepayable in whole at anytime at 102% through 3/1/2037, prepayable at par thereafter.	BQ: 4.66% NBQ: 5.04%	No Bid	BQ: 4.84% NBQ: 5.22%	No Bid
4 TD Bank, N.A.	The Interest Rates provided are indicative as of April 25, 2024. The Final Interest Rate will be fixed and held firm through Closing at the time of notification of award/recommendation by the Borrower and its Financial Advisor. Any potential adjustment on the date of notification will be communicated with the Borrower and its Financial Advisor prior to locking the Interest Rate.	Option 1: Subject to a "Make Whole Call". Option 2: Prepayable in whole or part beginning on 3/1/2027.	Option 1: 4.77% Option 2: 5.06%	No Bid No Bid	No Bid No Bid	No Bid No Bid
5 Capital One Public Funding, LLC	COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year USD SOFR Overnight Indexed Swap (ticker USOSFR10 on Bloomberg, the "Benchmark Rate") and comparing it to its current yield of 4.34% (the "Base Date Rate") on April 25, 2024 (the "Base Date"). Term sheet will expire on May 2, 2024 if not accepted before then.	15-Year Term: No Call until 3/1/2032, callable in whole at par thereafter. 20-Year Term: No Call until 3/1/2034, callable in whole at par thereafter.	4.84%	4.84%	4.99%	4.99%
6 Truist Commercial Equity, Inc.	Rates are locked through June 20, 2024 if proposal is accepted by May 15, 2024.	Option 1: Subject to a "Make Whole Call". Option 2: 10-Year Par Call. Option 3: 7-Year Par Call.	Option 1: 5.03% Option 2: 5.05% Option 3: 5.12%	Option 1: 5.03% Option 2: 5.05% Option 3: 5.12%	Option 1: 5.07% Option 2: 5.09% Option 3: 5.24%	Option 1: 5.07% Option 2: 5.09% Option 3: 5.24%

¹Huntington is able to hold rates for 60 days without a rate lock agreement. If the Closing Date is scheduled after June 20, 2024, a rate lock agreement would need to be executed and the transaction would need to close before July 1, 2024. The fee for breaking the rate lock agreement on Option 1 (15 year term) would be \$12,144. The fee for breaking the rate lock agreement on Option 2 (20 year term) would be \$16,284.

Summary of Bids

JPMorgan & Webster



A	B	C	D	E
Lender	JPMorgan		Webster	
Structure	Installment Financing		Revenue Bond	
1 Term	15-Years		15-Years	20 Years
2 Interest Rates	Option 1: BQ: 4.10% NBQ: 4.19%	Option 2: BQ: 4.21% NBQ: 4.30%	Option 1: BQ: 4.58% NBQ: 4.67%	Option 2: BQ: 4.69% NBQ: 4.78%
3 Prepayment Language	<p>Option 1: Noncallable</p> <p>Option 2: Prepayable at par on any interest payment date, in whole or in part in multiples of \$5,000, on or after 3/1/2034, upon at least 45 days prior written notice to the Bank.</p> <p>Partial prepayments shall be applied to in inverse order of maturities.</p>		<p>15-Year Term: No call through 2/29/2028, then prepayable in whole or in part, on any date at 101% through 2/28/2031, then prepayable at par thereafter.</p> <p>20-Year Term: No call through 2/29/2029, then prepayable in whole or in part, on any date at 101% through 2/28/2032, then prepayable at par thereafter.</p> <p>Partial prepayments will be allowed on any date, one time per year at a minimum of \$250,000, and will be applied in inverse order.</p>	
4 Acceptance / Rate Expiration	<p>The rates provided are for indicative purposes, based upon market conditions as of April 29, 2024. The actual rate of interest borne by the Installment Payments will be set by mutual agreement between Bank and the City upon receipt of signed acceptance and within 45 days of closing. If rates are locked on April 30, 2024, closing must occur by June 14, 2024.</p>		May 15, 2024 / June 20, 2024	
5 Bank Fees	\$7,500		\$2,500	
6 Escrow/Project Fund Requirements	Proceeds can be disbursed to the City at closing and directed however the City chooses.	Proceeds will be disbursed to the Bond Trustee at closing, and the City may direct funds however desired.	N/A	Proceeds will be disbursed to the Bond Trustee at closing, and the City may direct funds however desired.
7 Credit Approval	Fully Approved, subject to document review.		Subject to final credit approval.	
8 Lender's Counsel	Parker Poe Adams & Bernstein LLP (Brandon Lewisohn)		Gilmore & Bell (Janelle Jackson & Jason Schurke)	
9 Other Considerations	<p>-For the IFA, The Bank will require a Title Search, but not Title Insurance; the Bank will require a Survey and Environmental Report (if the City already has these reports); the Bank will require a Flood Certificate if the property is in a flood plain.</p> <p>-The City will certify in a closing certificate or other appropriate document that the resolution that approved the City entering into the 2024 IFA was adopted at a duly called and held meeting of the City and that the 2024 IFA is in full force and effect.</p>		N/A	

*Indicative and subject to change until proposal is accepted.

Debt Service Comparison

JPMorgan & Webster



Installment Financing Structure					Revenue Bond Structure							
A	JPMorgan 15-Year Options				JPMorgan 15-Year Options				Webster 15-Year Option		Webster 20-Year Option	
	B	C	D	E	F	G	H	I	J		K	
1 Option	JPMorgan Option 1		JPMorgan Option 2		JPMorgan Option 1		JPMorgan Option 2		Webster		Webster	
2 Call Provisions	Non-callable		Prepayable at par on or after 3/1/2034		Non-callable		Prepayable at par on or after 3/1/2034		No Call through 2/29/28, 101% through 2/28/31, at par thereafter		No Call through 2/29/29, 101% through 2/28/32, at par thereafter	
3 Bank Qualification	BQ	NBQ	BQ	NBQ	BQ	NBQ	BQ	NBQ	-		-	
4 Interest Rates*	4.10%	4.19%	4.21%	4.30%	4.58%	4.67%	4.69%	4.78%	4.62%		4.76%	
5 Interest Rate Lock	Upon Acceptance		Upon Acceptance		Upon Acceptance		Upon Acceptance		6/20/2024		6/20/2024	
6												
7 Sources of Funds												
8 Par Amount*	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,178,000		\$ 2,178,000	
9 Total	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,178,000		\$ 2,178,000	
10												
11 Uses of Funds												
12 Project Fund*	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000		\$ 2,000,000	
13 Cost of Issuance*	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000		175,000	
14 Bank Fees*	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	2,500		2,500	
15 Additional Proceeds*	500	500	500	500	500	500	500	500	500		500	
16 Total	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,183,000	\$ 2,178,000		\$ 2,178,000	
17												
18 Closing Date*	6/11/2024	6/11/2024	6/11/2024	6/11/2024	6/11/2024	6/11/2024	6/11/2024	6/11/2024	6/11/2024		6/11/2024	
19 First Interest Payment	9/1/2024	9/1/2024	9/1/2024	9/1/2024	9/1/2024	9/1/2024	9/1/2024	9/1/2024	9/1/2024		9/1/2024	
20 First Principal Payment	3/1/2025	3/1/2025	3/1/2025	3/1/2025	3/1/2025	3/1/2025	3/1/2025	3/1/2025	3/1/2025		3/1/2025	
21 Final Maturity	3/1/2039	3/1/2039	3/1/2039	3/1/2039	3/1/2039	3/1/2039	3/1/2039	3/1/2039	3/1/2039		3/1/2044	
22												
23 Debt Service*												
24 Fiscal Year												
25 2025	\$ 195,641	\$ 197,060	\$ 197,375	\$ 197,794	\$ 202,209	\$ 203,628	\$ 202,943	\$ 204,362	\$ 201,673		\$ 168,875	
26 2026	195,132	196,979	197,389	198,279	202,027	202,875	203,333	204,181	201,664		169,198	
27 2027	195,581	196,328	196,716	198,549	202,081	202,878	203,314	205,114	201,720		168,866	
28 2028	195,825	196,509	196,875	198,604	201,906	202,648	203,062	204,761	201,546		169,392	
29 2029	195,864	196,481	196,823	198,444	201,501	203,184	203,574	204,168	202,141		169,726	
30 2030	195,698	196,244	196,560	198,069	201,868	203,440	203,806	204,337	202,458		168,871	
31 2031	195,327	196,797	197,087	198,479	201,960	203,416	203,755	204,218	202,498		168,872	
32 2032	195,751	197,099	197,362	197,631	201,777	203,111	203,424	204,813	202,261		169,684	
33 2033	195,929	197,149	197,383	198,568	202,319	203,526	203,811	205,073	201,747		169,257	
34 2034	195,861	196,948	197,153	198,204	201,540	202,615	202,870	204,999	201,956		168,640	
35 2035	195,547	196,495	196,669	197,582	201,487	203,423	203,647	204,590	201,841		168,832	
36 2036	194,987	196,791	196,933	197,702	202,113	202,858	203,049	204,846	202,403		168,786	
37 2037	195,181	196,794	196,902	198,521	201,373	202,965	203,123	204,720	201,595		169,503	
38 2038	195,088	196,503	196,577	197,996	202,312	202,699	203,822	204,212	202,464		168,934	
39 2039	195,708	196,919	196,957	198,170	201,839	203,060	203,099	204,321	201,917		169,126	
40 2040	-	-	-	-	-	-	-	-	-		169,034	
41 2041	-	-	-	-	-	-	-	-	-		168,655	
42 2042	-	-	-	-	-	-	-	-	-		168,991	
43 2043	-	-	-	-	-	-	-	-	-		168,994	
44 2044	-	-	-	-	-	-	-	-	-		168,664	
45 Total	\$ 2,933,120	\$ 2,951,095	\$ 2,954,761	\$ 2,972,592	\$ 3,028,313	\$ 3,046,325	\$ 3,050,632	\$ 3,068,715	\$ 3,029,882		\$ 3,380,900	

* Preliminary and subject to change. Note, Interest will be paid semi-annually on March 1 and September 1, and Principal will be paid annually on March 1.

Note: Interest Rates provided by JPMorgan are indicative and subject to change until accepted.

Recommendation and Next Steps

Recommendation

- TBD

Next Steps

Date	Task
April 30 th	Conference Call to discuss bids and determine a recommended winning bidder (9:00am)
May 7 th	Deadline to Submit LGC Application
May 14 th (6:00pm)	<ul style="list-style-type: none">▪ City Board of Aldermen Meeting [May 3rd Agenda Deadline]<ul style="list-style-type: none">– City Board of Aldermen holds Public Hearing (<i>if necessary</i>)– City Board considers approval of winning bidder
May 28 th (6:00pm)	<ul style="list-style-type: none">▪ City Board of Aldermen Meeting [May 17th Agenda Deadline]<ul style="list-style-type: none">– City Board of Aldermen considers adopting a Final Approving Resolution (<i>or Bond Order and Bond Resolution</i>)
June 4 th	LGC Considers approving the financing
June 11 th	Close on Financing
By June 20 th	Deadline to close on Financing

May 14, 2024

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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AGENDA ITEM COVER SHEET

Agenda Item Title:

City Manager's Presentation of the Fiscal Year 2024-2025 Budget

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	The Manager will present the FY2024-25 budget. The Board received the proposed budget on or before May 6th. On May 15th the budget will also be available for review in the Clerk's office, the Library and at www.NewBernNC.gov
Actions Needed by Board:	Receive the information
Backup Attached:	Memo
Is item time sensitive? <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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

To: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: May 3, 2024

Subject: City Manager's Presentation of Fiscal Year 2024-2025 Budget

Background Information:

An overview of the budget will be provided at the meeting. The budget will also be available on May 15th for review by the public in the City Clerk's office, the library, and online at www.NewBernNC.gov.

Budget workshops will be held May 21& 22, 2024. A public hearing will be scheduled for May 28, 2024. Our goal is for the board to approve the budget on June 11, 2024.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution in Support of Naming the Highway 43 Connector for Marvin L. Raines, Jr.

Date of Meeting: 5/14/2024	Ward # if applicable: 4
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:	The Board was approached about a resolution supporting the naming of the Highway 43 Connector for Marvin L. Raines, Jr. At the April 9, 2024 meeting, a motion was passed to formally put a resolution before the Board to consider this request.
Actions Needed by Board:	Consider the resolution
Backup Attached:	Memo and resolution
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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
Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: May 3, 2024

SUBJECT: Resolution Supporting the Naming of the Hwy. 43 Connector for Marvin L. Raines, Jr.

At the April 09, 2024 meeting, three individuals spoke under Request and Petition of Citizens regarding a request to name the Highway 43 Connector for Marvin L. Raines, Jr. NCDOT requires a resolution of support from the local government describing the honoree's credentials. The resolution must pass unanimously before an application can progress. The \$2,000 administrative application fee will be paid by others and will not require funding from the city per the individuals making the request.

**RESOLUTION IN SUPPORT OF NAMING THE HIGHWAY 43 CONNECTOR
FOR MARVIN L. RAINES, JR.**

WHEREAS, Marvin L. Raines, Jr. was an exemplary citizen of New Bern and Craven County for his entire life up until his passing on May 31, 2013; and

WHEREAS, in addition to his successful business pursuits and his dedication to family, Marvin Raines was also a tireless civic leader and volunteer; and

WHEREAS, Marvin Raines was appointed by Craven County to serve and lead the following organizations: the Craven Community College Board of Trustees, the CarolinaEast Medical Authority Board of Commissioners, the Economic Development Commission, the Global Transpark Development Commission, and the Military Growth Task Force; and

WHEREAS, Mr. Raines also served and led the New Bern Area Chamber of Commerce, Swiss Bear, the Committee of 100, Mount Olive College, the local First Citizens Bank Board of Directors, the North Carolina Association of Realtors, and the City of New Bern Municipal Service District Advisory Committee; and

WHEREAS, Marvin Raines provided his time, efforts, and wisdom to these organizations and committees to improve his community and the lives of its citizens through advancing the education, transportation, and economic progress of the region; and

WHEREAS, thanks to his selfless dedication and commitment, the legacy of Marvin L. Raines, Jr. is one of intelligent growth and development in New Bern and Craven County; and

WHEREAS, the construction and completion of the NC 43 Connector from US 17 Business (Dr. Martin Luther King Jr. Boulevard) to South of US 70/US17 represents the next step in our region's growth and mobility; and

WHEREAS, this final phase of NC Department of Transportation Project No. R-4463 is entirely within Craven County and partially within the City of New Bern, but in no other municipalities.

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

That by a vote of _____ to _____ the Board of Aldermen of the City of New Bern supports and endorses the naming of the NC 43 Connector in honor of Marvin L. Raines, Jr. for his tremendous and lasting impact on the community.

ADOPTED THIS 14TH DAY OF MAY, 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK



Road, Bridge or Ferry Naming or Designation Request Process

Pursuant to NCGS §136-18(8), the North Carolina Board of Transportation may name roads, bridges, or ferries. The request process for approval of a road, bridge or ferry naming may be found in the sequential steps provided below.

Commonly used definitions throughout this document include the following:

- "Requesting party" refers to the individual/s who seeks to request a road, bridge or ferry to be named or designated.
- "Local government/s" shall mean the county, city, town or village in whose jurisdiction the facility lies.
- "Resolution" is defined as a written motion or formal request that the Board takes action on via a vote.
- "Department" shall mean the North Carolina Department of Transportation (NCDOT).

NCDOT Staff Contact in the Transportation and Mobility Safety Office:

Shelly Heath

Email: mmheath1@ncdot.gov

Phone: (919) 814-5101

1. The requesting party completes the Road, Bridge or Ferry Naming Application Form and submits it to the NCDOT staff contact in the Division. The Division will review and forward to the NC DOT Committee Staff lead.
2. The Chief Engineer's Office, Division Office and General Counsel review the submitted application.
 - If the application does not meet the policy requirements at this stage of the process, the Chief Engineer's Office or the Division Office will contact the requesting party to provide the reason(s) the application could not move forward.
 - If the application does meet the policy requirements, it will proceed in the process. The NCDOT staff contact will notify the requesting party.



Road, Bridge or Ferry Naming or Designation Request Process

3. Once staff determines that the application appears to meet the minimum standards for continuing, the process will continue. The applicant should not consider this a cursory approval or any commitment from the department to honorarily designate a road or name a bridge. At this point the application has not completed the vetting process. If the submitted application continues in the request process, the next steps are as follows:
 - The requesting party is responsible for contacting and collaborating with the local government(s) to develop a formal resolution for consideration by the respective board/s (city council or county commission). The local resolutions are a part of the vetting process. The applicant should not convey or suggest Department approval has been granted at this time. Because the Board of Transportation has not reviewed or considered the application.
 - The local government(s) must draft a resolution consisting of 400 words or less.
 - The resolution must describe the honoree's accomplishments, credentials and specify the road, bridge or ferry to be named or designated.
 - If the road, bridge or ferry to be named or designated is in more than one municipality, resolutions from all municipalities are required.
 - The local government(s) from applicable municipalities must unanimously pass the resolution(s) in a public forum for the application to move forward in the request process.
4. If the local government(s) pass(es) the resolution unanimously, the application progresses in the request process and the next steps are as follows:
 - The requesting party submits the following documentation to the NCDOT staff contact in the Chief Engineer's Office.
 - A completed application
 - A copy of the resolution(s) passed unanimously by the respective local board/s.
 - A copy of the meeting minutes that state the resolution was passed unanimously and the opportunity for public input was provided.
 - A completed Character Certification Form
 - A minimum of three recommendation letters (civic, business, or service organizations) and verification of family support.
 - Written documentation that affirms the willingness of the local government or sponsor to participate financially by paying an administrative fee of \$2000 to offset costs associated with the program.
 - Verification of a valorous decoration during combat operations, if the naming or designation is for a military individual.



Road, Bridge or Ferry Naming or Designation Request Process

5. Once the supporting documentation outlined in section 4 is received by the NCDOT staff contact in the Chief Engineer's Office the naming or designation request is placed on an upcoming Board of Transportation Road, Bridge, and Ferry Naming Committee agenda for consideration.
 - Road, Bridge, and Ferry Naming Committee agendas are posted publicly on the Board's website each month.
 - The Board member representing the area where the requested road, bridge or ferry is located must endorse the naming or designation request to the Road, Bridge and Ferry Naming Committee.
6. If the Board's Road, Bridge and Ferry Naming Committee approves the requested naming or designation:
 - The Department will draft a resolution for vote by the Board.
 - The Board's resolution will describe the honoree's accomplishments, credentials and specify the road, bridge or ferry to be named or designated.
 - It will state the name that should appear on the sign.
 - The Department has final authority regarding sign design, including text.
7. The Board of Transportation votes on the naming or designation resolution.

If the Board of Transportation approves the requested naming or designation:

- The local government and the NCDOT Division Office are notified in writing of the approval and the required payment.
- Payment is due to the Department upon notification that the honorary designation was approved by the Board. Signs will not be manufactured until payment is received.
- The NCDOT Communications Office will plan a ceremony if one is desired by the local government.
- Signs are installed. Honorary signs will be ground mounted; overhead signs will not be installed.
- Signs will be installed at the beginning and ending termini of the approved roadway segment, and will not be installed on exits, Y-lines, or intersecting roadways.

If the Board of Transportation does not approve, NCDOT notifies the requesting party either by phone, email, or letter.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Request to Apply for Grant Funding From NC Department of Environmental Quality State Energy Office to Enhance and Improve Electric System Resiliency Measures.

Date of Meeting: 5/14/2024	Ward # if applicable:
Department Public Utilities :	Person Submitting Item: Charles Bauschard
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Request to apply for grant funding from NC Department of Environmental Quality State Energy Office for the purpose of enhancing and improving electric system resiliency measures. The grant requires a 1/3 match of federal funds.
Actions Needed by Board:	Approve the submission of the grant application for grant possible funding.
Backup Attached:	Agenda Cover Sheet, Memorandum, NCDEQ Grant Application and Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: Not to exceed \$1M in federal funds and \$3.3K in matching funds
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:



NEW BERN

CITY OF NEW BERN

DEPARTMENT OF PUBLIC UTILITIES

210 Kale Road, P.O. Box 1129

New Bern, NC 28563-1129

TO: Jeffrey Odham, Mayor; City of New Bern Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

SUBJECT: Consider a Resolution to Submit a NCDEQ Power Up Grant Application

DATE: May 4, 2024

Staff is requesting approval to apply for the NC Department of Environmental Quality State Energy Office, Preventing Outages while Enhancing the Resilience of the Electric Grid (Power Up) Grant not to exceed \$1,000,000 in federal funds and \$333,333 in a matching contribution. The scope of the project is presently being developed with a focus on enhancing and improving electric system resiliency measures.

RESOLUTION

WHEREAS, the City of New Bern desires to apply for grant funding from the North Carolina Department of Environmental Quality State Energy Office, Prevent Outages while Enhancing the Resilience of the Electric Grid (Power Up). The grant federal funding request is not to exceed \$1,000,000 and not to exceed a contribution from the City in the amount of \$333,333.

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

The Board authorizes the New Electric Department to submit an application for grant funding from the North Carolina Department of Environmental Quality State Energy Office to provide enhanced and improved resiliency measures for the electric system.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

JULIE WOOLEY
Deputy Secretary



NORTH CAROLINA
Department of Environmental Quality

North Carolina Department of Environmental Quality
State Energy Office
5 Yr. Bipartisan Infrastructure Law (BIL)
Request for Proposal (RFP)
40101(d)

ALL Applicants:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for a 40101(d) Program. This request is limited to Year 1 and Year 2 of the 40101(d) Program.

The proposal consists of the following documents:

REQUEST FOR PROPOSAL

STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS RFP # 100328-000

TITLE: Preventing Outages while Enhancing the Resilience of the Electric Grid (POWER Up)

USING AGENCY: Department of Environmental Quality (DEQ), State Energy Office (NCSEO)

ISSUE DATE: April 29, 2024

ISSUING AGENCY: Department of Environmental Quality, State Energy Office

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., May 29, 2024** for submitting project proposals described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY AS SHOWN BELOW:



North Carolina Department of Environmental Quality - State Energy Office

717 West Street, Suite 1000 | 27601-1000 | Raleigh, North Carolina 27601-1000

919.737.8224

Proposals may be submitted electronically via e-mail in response to this Request for Proposals. Please contact North Carolina Department of Environmental Quality State Energy Office directly via e-mail with any submission challenges.

Direct all inquiries concerning this RFP to:

Email: SEO.team@deq.nc.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until **May 15, 2024, at 2:00 pm. ALL QUESTIONS SHALL BE SUBMITTED IN WRITING BY EMAIL. THE EMAIL ADDRESS IS LISTED ABOVE. NO QUESTIONS WILL BE ANSWERED BY PHONE. Verbal responses are not binding on the State of North Carolina.** A summary of all questions and answers will be posted on the NCDEQ website as an addendum, located under the RFP # 100328-000 being modified. **It is the applicant's responsibility to ensure that all addenda have been reviewed and, if need be, signed and returned.**

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I. Introduction

The State of North Carolina Department of Environmental Quality (DEQ), State Energy Office (NCSEO) will provide a competitive solicitation to improve the resilience of the electric grid against disruptive events¹ for eligible entities. Under this Request for Proposal (RFP), an applicant may implement a wide range of resilience measures to mitigate the impact of disruptive events, and to support North Carolina's energy goals as well as the following Federal Administration and U.S. Congressional goals: (1) demonstrate measurable improvements in energy resilience in the United States and mitigate climate-related risk, (2) invest in modernized grid infrastructure that can enable consumer access to lower-cost energy and accommodate increased electrification, increased penetrations of variable renewable electricity and distributed energy resources, and other evolving system needs over the coming decades, (3) invest in clean energy and decarbonization solutions to achieve a carbon-free power sector by 2035 and net-zero greenhouse gas emissions economy-wide by 2050, and (4) create good-paying jobs.

II. Background

The NCSEO offers this solicitation as part of the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL).

The BIL is a once-in-a-generation investment in infrastructure, which will grow a more sustainable, resilient, and equitable economy through enhancing U.S. competitiveness, driving the creation of good-paying jobs, and ensuring better access to economic, environmental, and other benefits for disadvantaged communities². The BIL appropriates more than \$62 billion to the DOE³ to invest in American manufacturing and workers; expands access to energy efficiency, delivers reliable, clean, and affordable power to more Americans; and deploys the technology of tomorrow through clean energy demonstrations.

¹ Per BIL section 40101(a)(1), a disruptive event is "an event in which operations of the electric grid are disrupted, preventively shut off, or cannot operate safely due to extreme weather, wildfire, or a natural disaster."

² Pursuant to E.O. 14008 and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28, DOE has developed a definition and tools to locate and identify disadvantaged communities. These resources can be located at <https://energyjustice.egs.anl.gov/>. DOE will also recognize disadvantaged communities as defined and identified by the White House Council on Environmental Quality's Climate and Economic Justice Screening Tool (CEJST), which can be located at <https://screeningtool.geoplatform.gov/>. DOE's Justice40 Implementation Guidance is located at <https://www.energy.gov/sites/default/files/2022-07/Final%20DOE%20Justice40%20General%20Guidance%20072522.pdf>

³ U.S. Department of Energy. November 2021. "DOE Fact Sheet: The Bipartisan Infrastructure Deal Will Deliver For American Workers, Families and Usher in the Clean Energy Future." <https://www.energy.gov/articles/doe-fact-sheet-bipartisan-infrastructure-deal-will-deliver-american-workers-families-and-0>



As part of and in addition to upgrading and modernizing infrastructure, DOE's BIL investments will address the climate crisis and support efforts to build a clean and equitable energy economy that achieves zero carbon electricity by 2035 and puts the United States on a path to achieve net-zero emissions economy-wide by 2050 to benefit all Americans.

Be advised that special terms and conditions shall apply to projects funded by the Act relating to, but not limited to, the following:

- Reporting, tracking, and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Access to records by Inspectors General and the Government Accountability Office;
- Requiring all the iron, steel, manufactured goods, and construction materials used in infrastructure projects are produced in the United States⁴;
- Ensuring laborers and mechanics employed by contractors or subcontractors on BIL-funded projects are paid wages equivalent to prevailing wages on similar projects in the area;
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- Certification and registration.

Subrecipients of funding must comply with the requirement of all applicable Federal, State, and local law, regulations, DOE policy and guidance, and instructions in this RFP.

III. Scope of work

The solicitation will provide funding to improve the resilience of the electric grid against disruptive events. Under this RFP, the applicant may implement a wide range of resilience measures to mitigate the impact of disruptive events⁵ and supports the NCSEO program objectives of (1) Grid Modernization; (2) Equitable access to resilient & reliable energy; and (3) Equitable workforce development⁶.

The efforts undertaken by the NCSEO under Section 40101(d) will impact

⁴ "Build America, Buy America Act (BABA) applies a domestic content procurement preference requirement to federally funded public "infrastructure projects. When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America requirements. DOE may grant a waiver if it determines that the request meets one of the following justifications: Public Interest, Non-Availability, and Unreasonable Costs" For additional information about BABA requirements, please review the [FAQ for 40101\(d\)](#).

⁵ All subapplications must include an infrastructure component to be considered an eligible activity under this RFP.

⁶ NCSEO program objectives are defined in the Program Narrative, which can be reviewed at <https://www.deq.nc.gov/program-narrative-bil-40101d-finaldocx/open>.



strategies for grid resilience, reliability, and modernization investments pursued through Federal assistance associated with the remainder of BIL Section 40101, as well as Sections 40103 and 40107, and policies for reliability, resilience, good-paying jobs, and equity that are additional to DOE reporting requirements.

IV. Eligibility

For the purposes of implementing eligible resilience measures that achieve the objectives of Section 40101(d), NCSEO may use grant funding to issue subawards to eligible entities. Eligible entities include:

- a) an electric grid operator;
- b) an electricity storage operator;
- c) an electricity generator;
- d) a transmission owner or operator;
- e) a distribution provider;
- f) a fuel supplier and;
- g) any other relevant entity, as determined by the Secretary of DOE.

V. Funding Source & Amount

Approximately \$18.4 million is expected to be awarded under this announcement, with a \$5.7 million set-aside for small utilities. Funds will be award on a competitive basis and will be distributed on a formal basis in accordance with the DOE's requirements outlined in the Administrative and Legal Requirements Document⁷ (ALRD). The NCSEO expects to award three to ten projects in this round of funding.

VI. Eligible Activities

Under Section 40101(d), the following resilience-based investments are permitted:

- Weatherization technologies and equipment;
- Fire-resistant technologies and fire prevention systems;
- Monitoring and control technologies;
- The undergrounding of electrical equipment;
- Utility pole management;
- The relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors;

⁷ For specific details about DOE's PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID FORMULA GRANTS TO STATES AND INDIAN TRIBES (DE-FOA-0002736), please review the FOA <https://www.fedconnect.net/FedConnect/default.aspx?ReturnUrl=%2ffedconnect%2f%3fdoc%3dDE-FOA-0002736%26agency%3dDOE&doc=DE-FOA-0002736&agency=DOE>.



- The use of construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, including:
 - Microgrids (no new generation)⁸; and
 - Battery-storage subcomponents;
- Adaptive protection technologies;
- Advanced modeling technologies;
- Hardening of power lines, facilities, substations, and other systems;
- The replacement of old overhead conductors and underground cables;
- Vegetation and fuel-load management; and
- Other measures as determined or approved by DOE.

The following activities are not permitted under this program:

- Construction of a new:
 - Electric generating facility; or
 - Large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events; or
- Cybersecurity.

The NCSEO expects to award subgrants to eligible entities that score highly on the RFP criteria and are in line with the state's goals as outlined in the North Carolina Clean Energy Plan (CEP) and the North Carolina Climate Risk Assessment and Resilience Plan (RARP). North Carolina aims to strengthen the resilience and flexibility of the grid, ensure equitable energy access, and enable a just transition to a clean energy economy.⁹ North Carolina's goals for our energy future can be achieved by supporting resilience-based projects that meet the following criteria:

- Award recipients must be eligible entities as defined in Section IV above;
- In accordance with the Federal Justice40 Initiative, project proposals must indicate a community benefit in reducing the likelihood and/or consequences of power outage events, with particular focus on Disadvantaged Communities (DACs), as defined by the DOE,¹⁰ Tier 1 and 2 counties¹¹ and communities vulnerable to severe weather events (As described in Section VII's Grid Modernization
- Projects must support equitable and sustainable workforce development opportunities for grid infrastructure and resilience projects, as detailed in CEP's strategy areas I and J.

VII. Application Information

⁸ The following construction activities are not permitted under this program: Electric generating facility; or Large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events;

⁹ North Carolina Clean Energy Plan: Policy & Action Recommendations, NC Department of Environmental Quality, (2019).

¹⁰ Definition of disadvantaged community found on pages 5-9 in General Guidance for Justice40 Implementation, Department of Energy.

¹¹ Please review Department of Commerce, NC County Distress Rankings, for more information(2023).



To ensure proposed projects meet the criteria above, eligible subaward applicants will be expected to provide, at minimum, the following information:

- **Eligible Entity's Profile and Point of Contact Information**

- Point of Contact
 - Name
 - Title
 - Email address
 - Number
- Entity's legal name
 - Entity's primary place of business
 - Verify entity size (in megawatt +74 654 of electricity per year)
 - Size of service area in square miles
 - Number of customers in service area
 - Average time of restoration over the last three years
 - Average number of customers (residential and commercial) impacted by outage events.

- **Project Description: Pass/Fail**

- Project name;
- Project location;
- Identify the proposed project activity type from Section VI;
- Provide a description of the proposed project(s), including the project need, goals, and how the project will enhance and improve the resilience of the electric grid from disruptive events;
- Prepare a budget narrative that provides a clear and concise explanation of each budget line item;
- Provide a complete and labeled budget using the provided budget table template;
- Describe the estimated timeline for milestones and completion of proposed project(s); and
- Identify the project management team, key personnel, and project partners, including skills and experience that demonstrate their ability to perform similar tasks.

- **Financial Assistance Need: 5 Points**

- Clearly state the total amount of funding being requested; **1 point**
- Explain if the applicant can meet or exceed the match, or if the applicant needs support to cover a portion of or the entire required match. Include the funding source for the match; **1 point**
- Demonstrate the applicant's need for financial assistance to implement the proposed project including why the project has not yet been implemented, if the proposed project is in a capital improvement plan, and the impact the project will have on the applicant and benefitting population(s); **2 points**
- Describe alternative funding options, if available. If none, state none; **1 point**

- **Technical Summary: 10 Points**

- Provide a technical summary of the proposed technologies, associated equipment,



and installation. Describe the existing infrastructure in the proposed project area(s) that may be upgraded, replaced, or otherwise modified, and how the upgrades, replacement, or modifications will enhance grid resilience; **6 points**

- Description of alternative approaches and technologies that were considered were not deemed feasible to achieve the proposed project objectives; **2 points**
- Demonstrate the proposed project's overall readiness to begin construction and operation within four years; **2 points**

- **Community Impact: 10 Points**

- Describe how the applicant plans to engage with communities, including outreach activities or events that will be conducted for the proposed project; **3 points**
- Demonstrate how the proposed project supports the NCSEO's objectives on page 5 of this document; **1 point**
- Describe the area in which the project(s) will be located, specifically the affected population, demographic characteristics, and total number of customers broken down by general customer class (e.g., residential, commercial, and/or industrial). Applicants shall identify and describe the benefits of the project and quantify the percentage of those benefits that go towards DACs, as well as any risks and/or burdens the project will have. Applicants should include details explaining how customers will be positively impacted, specifically direct impacts to those in DACs and describe how the funding will reduce the cost burden that would otherwise be absorbed by these rate payers; **4 points**

- The applicant shall use the CEJST tool to demonstrate to what extent the project primarily benefits DACs;

- Include historical measurements of resilience and reliability for the targeted areas of the proposed project(s) for the past five years and describe the expected changes based on the proposed project(s). Applicants may pick from at least 2 of the 5 approved metrics from this list and may suggest other metrics not on this list with justification; **2 points**

- Approved Reliability Metrics (utilizing the most granular data available): System Average Interruption Duration Index (SAIDI), System Average Interruption Frequency Index (SAIFI), Customer Average Interruption Duration Index (CAIDI), Customers Experiencing Multiple Interruptions (CEMI) and Customers Experiencing Long Interruption Durations (CELID).

- **Grid Modernization: 25 Points**

- Describe the current grid resiliency challenges the applicant faces due to natural hazards including reliability challenges that may occur from these events and historical outage data from the last 3 to 5 years; **8 points**
 - Describe to what degree the project addresses the risks identified;
 - If a hazardous event has not occurred within the last 3 to 5 years, and the hazard type poses a high risk for the project area, then the applicant may utilize the Federal Emergency Management Agency (FEMA) National Risk Index (NRI) tool or a similar tool to demonstrate the risk. Applicants



- should collect data (at the county or census tract level) that best represents the project location;
- Demonstrate how the proposed project will address the applicant's needs and improve the current challenges the applicant faces with the existing infrastructure technology; **8 points**
 - Explain the magnitude the proposed project will have on the project area and its utility customers. Include language about how the project will increase the grid's resilience to extreme weather & flexibility during large outage events; **9 points**
 - **Equitable Access to Resilient & Reliable Energy: 25 Points**
 - Utilizing the Department of Commerce, North Carolina County Distress Rankings, identify the County(ies) distressed ranking tier based on the project location; **10 points**
 - If applicable to the proposed project, identify the number and size (MWh) of community resilience infrastructures projects already deployed by the applicant in the proposed project area(s). Describe how these projects successfully targeted LMI and/or DAC households; **5 points**
 - If applicable, describe any negative impacts to the surrounding communities that may arise because of the proposed project; **5 points**
 - Identify number and type of critical facilities that will receive resiliency benefits from the proposed project and describe the benefits; **5 points**
 - **Equitable Workforce Development: 25 Points**
 - Provide a detailed workforce development plan describing how this project will support equitable job opportunities, increase diversity of hired workers, expand training opportunities within the energy sector, and provide jobs with living wages and benefits. The benefits and wages should be specifically defined; **10 points**
 - If applicable, describe how the proposed project will support current and future efforts to improve the area's workforce development practices; **7 points**
 - If applicable, demonstrate the project's impact on the local workforce, including number of jobs and apprenticeships anticipated, percentage of workers trained from DACs and historically underrepresented populations, and actions to contract and/or procure resources from minority-owned businesses; **8 points**

VIII. Evaluation Criteria

The NCSEO will score applicants using the evaluation criteria outlined below. Applicants may receive the maximum allotted points or zero point for each criterion. The total number of points each applicant can receive is 100.



Evaluation Criteria and Scoring (18 Page Maximum)		Total Points 100
Minimum Applications Requirements		
Entity Information and Project Details		Pass/Fail
<p>Applications will be reviewed to ensure compliance with the following requirements:</p> <ul style="list-style-type: none"> • All required application components are submitted; • Provide point of contact information; • Provide eligible entity information; • Project name and location; • Identity the eligible activity type listed within Section VI; • Project budget with narrative; • Completed and labeled budget using provided budget table template; • Project timeline with milestones; • Identify all key personnel and their roles. 		<p>If the application does <u>not</u> meet all the criteria, it will not be considered.</p>
Financial Assistance Needed		
<ul style="list-style-type: none"> • Clearly detail the amount of funding requested; 1 point • Explain if the applicant can meet the cost-share requirement, and how the applicant plans on meeting the cost-share requirement; 1 point • Explain the need for financial assistance and the funding impact; 2 points • Describe alternative funding options, if available. If none, state none; 1 point 		Total: 5
Technical Summary		
<ul style="list-style-type: none"> • Fully describe existing infrastructure in the project area and challenges, and include a clear explanation of proposed technology, equipment, and system upgrades and how that will enhance grid resilience; 6 points • Description of alternative approaches and technologies considered, including why these methods are not feasible; 2 points • Demonstrate the proposed project's overall readiness to begin construction and operation within four years; 2 points 		Total: 10
Community Impact		
<ul style="list-style-type: none"> • Description of the community engagement activities that will be planned and conducted for this project; 3 points • Describe how the project supports the <u>NCSEO's objectives</u> and priorities; 1 point 		Total: 10

Evaluation Criteria and Scoring (18 Page Maximum)	Total Points 100
<ul style="list-style-type: none"> • Identification of the historical challenges faced by customers in the project area(s) including barriers to capturing resiliency and reliability utility data; 2 points • Describe the number of customers benefitting from the project and specifically the number of low-income customers as well as the number of disadvantaged communities (DACs) in the project area(s) (identified using Climate Environmental Justice Tool); 4 points <ul style="list-style-type: none"> • Anticipated benefits to customers and populations living in the project area(s); • Identification of any proposed project benefits to DACs; • Demonstrate how the funding will support efforts to reduce the burden of cost that would otherwise be absorbed by rate payers. 	
Grid Modernization	
<ul style="list-style-type: none"> • Identify hazard types as described within Section VII, and clearly demonstrate grid resiliency challenges related to natural hazards and reliability from these events, including historical outage data; 8 points • Describe the extent to which the proposed project addresses current needs and challenges with infrastructure technology; 8 points • Explain the magnitude the proposed project will have on the project area/customers by increasing the grid's resilience & flexibility; 9 points 	Total: 25
Equitable Access to Resilient & Reliable Energy	
<ul style="list-style-type: none"> • Identify the County Tier as described with Section VII; 10 points • If applicable to the proposed project, identify any existing community resilience infrastructure projects already deployed by the applicant in the proposed project area(s), and describe how these projects have successfully targeted LMI and/or DAC households; 5 points • If applicable, describe any negative impacts to the surrounding communities because of the proposed project; 5 points • Identify number and type of critical facilities that will receive resiliency benefits from the proposed project and describe the benefits; 5 points 	Total: 25
Equitable Workforce Development	
<ul style="list-style-type: none"> • Describe how the project supports the area's current and future workforce development practices; 10 points • Discuss impact of the project on the local workforce, including number of jobs and apprenticeships anticipated, and percent of workers trained from DACs and historically underrepresented populations; 7 points • Actions to contract and/or procured resources from minority owned businesses; 8 points 	Total: 25

IX. Prioritization of Eligible Entities

The NCSEO will implement projects that support and deploy grid modernization technologies and that strengthen resiliency and increase the flexibility of the grid. Under this RFP, the NCSEO will prioritize projects that modernize the grid, create equitable access to resilient and reliable energy, and provide equitable workforce development opportunities while primarily benefiting disadvantaged communities¹² and/or rural communities.

X. Cost-Share

An eligible entity that receives a subaward under this program is required to match 100 percent of the amount of the subaward as required by Section 40101(h)(1). However, if the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, the required match will be one-third of the amount of the subaward as required by Section 40101(h)(2).

“Cost matching” for the non-Federal share is calculated as a percentage of the federal funds only, rather than the Total Project Cost.

a) Examples of Cost Matching are:

- If the NCSEO funds \$300,000 to an eligible entity that sells more than 4,000,000 megawatt hours of electricity per year via a subaward, the entity would be required to “match” (with 100%) an amount of (at least) \$300,000. In this case, the total subaward value would be \$600,000;
- If the NCSEO funds \$300,000 to an eligible entity that sells not more than 4,000,000 megawatt hours of electricity per year via a subaward, the entity would be required to “match” (with one-third) an amount of (at least) \$100,000. In this case, the total subaward value would be \$400,000.

b) Legal Responsibility

Subrecipients will be bound by the cost match proposed in their application and incorporated into their award.

The cost match requirement applies to the federal-funds for the project, including work performed by members of the project team other than the subrecipient. The subrecipient is legally responsible for paying the entire cost match. The subrecipient’s cost match obligation is expressed in the Assistance Agreement as a static amount in U.S. dollars (cost match amount) and as a percentage of the Total.

c) Cost Match Types and Allowability

Every cost match contribution must be allowable under the applicable Federal cost principles, as described in 2 CFR 200.400. In addition, cost match must be verifiable upon submission of

¹² Under this RFP, disadvantaged communities are defined as any County identified as Tier 1, 2 or any census tract identified as disadvantaged under CJEST tool. Applicants may be able to demonstrate a community is disadvantaged by providing adequate data to support this statement.



the Full Application.

Project Teams may provide cost match in the form of cash or in-kind contributions. Cost match may be provided by the Subrecipients or third parties (entities that do not have a role in performing the scope of work). Any partial donation of goods or services is considered a discount and is not allowable.

Cash contributions include, but are not limited to: personnel costs, fringe costs, supply and equipment costs, indirect costs, and other direct costs.

In-kind contributions are those where a value of the contribution can be readily determined, verified, and justified but where no actual cash is transacted in securing the good or service comprising the contribution. Allowable in-kind contributions include but are not limited to: the donation of volunteer time or the donation of space or use of equipment.

Project teams may use funding or property received from state or local governments to meet the cost match requirement, so long as the funding was not provided to the state or local government by the Federal Government¹³, unless otherwise authorized by law.

The subrecipient may not use the following sources to meet its cost match obligations including, but not limited to:

- Revenues or royalties from the prospective operation of an activity beyond the project period;
- Proceeds from the prospective sale of an asset or an activity;
- Federal funding or property (e.g., Federal grants, equipment owned by the Federal Government); or
- Expenditures that were reimbursed under a separate Federal Program.

Project Teams may not use the same cash or in-kind contributions to meet cost match requirements for more than one project or program.

Cost match contributions must be verifiable from the subrecipient's records, and necessary and reasonable for proper and efficient accomplishment of the project. As all sources of cost match are considered part of total project cost, the cost share dollars will be scrutinized under the same Federal regulations as Federal dollars to the project. Applicants are encouraged to refer to 2 CFR 200.306 as amended by 2 CFR 910.130 for additional cost matching requirements.

Cost-Match Information

Applicants will be required to report on cost-share information on a quarterly basis. The NCSEO may request the following information from applicants to support their required 100% or 1/3 match:

¹³ According to 2 CFR 306, Federal funds may not be used as the cost-match for Federal grant programs.



- Cost Match Value
- Identify the source/organization of the proposed cost match
- Type of Cost Match (cash or in-kind)
- Provide a description of their proposed cost match
- Save this information in a single file named (APPLICANT NAME COST MATCH INFO.pdf).

Cost Match Commitment Letters (if applicable)

Cost match commitment letters are required from any party (other than the organization submitting the subapplication) proposing to provide all or part of the applicant's required cost match. The letter should state the party is committed to providing a specific minimum dollar amount of cost match, identify the type of proposed cost match (e.g., cash, services, and/or property) to be contributed, and be signed by the person authorized to commit the expenditure of funds by the entity. The applicant should submit the letter(s) in PDF format, as detail Submission Details section.

XI. RFP Timeline

RFP activity	Time and Date
RFP posted	2:00 pm April 29, 2024
RFP due	2:00 pm May 29, 2024
Awards Selected (Pending DOE Approval)	2:00 pm June 7, 2024

XII. Technical Assistance

NCSEO may utilize funds to support successful applicants with meeting program requirements. Additional information will be made available once the projects are awarded.

XIII. Guidelines and Requirements

All applicants are required to comply with all applicable reporting requirements outlined in DOE's Funding Opportunity Announcement (FOA) BIL-Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes.

a) Environmental Review in Accordance with National Environmental Policy Act (NEPA)

Projects receiving funding from this RFP shall complete NEPA (National Environmental Policy Act) environmental forms. Projects that have little or no excavating, trenching, or moving of utilities or other underground infrastructure will likely require less intensive NEPA reviews. Any existing engineering and environmental analysis as well as permitting may facilitate NEPA reviews. In general, projects that have a small footprint on an existing, disturbed site may have less NEPA requirements. Due to evolving NEPA requirements, the NCSEO may require that projects be modified or cancelled if they cannot meet NEPA requirements.



NEPA requires Federal agencies to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions. For additional background on NEPA, please see DOE's NEPA website at <http://nepa.energy.gov/>.

All subrecipients will be required to submit an environmental questionnaire (NETL Form 451.1-1/3) for each work location proposed in the application. A NEPA representative will review these documents and any other pertinent information to determine the likely level of NEPA documentation required for qualified projects. Computer modeling, data analysis and classroom training are examples of actions typically covered by NEPA categorical exclusions (CX's). If any projects are likely to require an environmental assessment (EA) or environmental impact statement (EIS), the NEPA representative will provide further documentation.

While NEPA compliance is a Federal agency responsibility and the ultimate decision remains with the Federal agency, all applicants selected for an award will be required to assist in the timely and effective completion of the NEPA process in the manner most pertinent to their proposed project. If DOE determines certain records must be prepared to complete the NEPA review process (e.g., biological evaluations or environmental assessments), the costs to prepare the necessary records may be included as part of the project costs.

b) 2-CFR-200

All applicant awards made under this Program shall comply with applicable Federal, state, and local laws, including regulations contained in DOE's ARLD for BIL- Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Tribes.

c) Justice40 Initiative Guidelines

The Justice40 initiative, established under E.O. 14008 by the Federal Government, establishes that at least 40% of the overall program benefits of certain Federal investments flow to disadvantaged communities.

d) Buy America Requirement for Infrastructure Projects (BABA)

Pursuant to the Build America Buy America Act, subtitle IX of BIL (Buy America or "BABA"), Federally assisted projects that involve infrastructure work, undertaken by applicable recipient types, require that:

- All iron, steel, and manufactured products used in the infrastructure work are produced in the United States; and
- All construction materials used in the infrastructure work are manufactured in the United States.

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America requirements. DOE may grant a waiver if it determines that the request meets one of the following justifications:



- **Public Interest:** Applying the Buy America Requirement would be inconsistent with the public interest.
- **Non-Availability:** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- **Unreasonable Cost:** The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Additional information about the items that should be included in a waiver request can be found on the [Guidance on Submission of a DOE Buy American Requirement Waiver Request](#) and the [FAQ Grid Resilience Formula Grants to States and Indian Tribes IJA Section 40101\(d\)](#).

DEQ can submit waiver requests in writing to DOE via their assigned Federal Project Officer (FPO). Waiver requests should be submitted along with the associated project/subaward notification package, so any entity responding to this RFP that requires such a waiver should include it in their submission. Waiver requests are subject to review by DOE and the Office of Management and Budget (OMB), as well as a public comment period of at least 15 calendar days. Recipient's waiver requests will be made publicly available on DOE's and OMB's websites. Waiver requests may take up to 90 calendar days to process. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Additional guidance on submission of a waiver request and the existing BABA waivers can be found here: [DOE Buy America Requirement Waiver Requests | Department of Energy](#)

For this RFP specifically, all projects subject to this RFP are considered "infrastructure" within the Buy America provision of BIL, based on implementation guidance from the Office of Management and Budget (OMB) Memorandum M-22-11 issued on April 18, 2022.

Moreover, based on the OMB guidance, the Buy America requirements of the BIL do not apply to DOE projects in which the Prime Recipient is a for-profit entity; the requirements only apply to projects whose Prime Recipient is a "non-Federal entity," e.g., a State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization. Subawards should conform to the terms of the prime award from which they flow; in other words, for-profit Prime Recipients are not required to flow down these Buy America requirements to subrecipients, even if those subrecipients are non-Federal entities as defined above. Conversely, Prime Recipients which are non-Federal entities must flow the Buy America requirements down to all subrecipients, even if those subrecipients are for-profit entities.

The DOE financial assistance agreement will require each recipient: (1) to fulfill the commitments made in its application regarding the procurement of U.S.- produced products, and (2) to fulfill the commitments made in its application regarding the procurement of other key component metals and manufactured products domestically that are deemed available in sufficient and reasonably available quantities or of a satisfactory quality at the time of award



negotiation. Applicants may seek waivers of these requirements in very limited circumstances and for good cause shown. Further details on requesting a waiver can be found in Appendix A and the terms and conditions of an award.

e) Davis Bacon Act Requirements

Projects awarded under this RFP will be funded under BIL Division D. Accordingly, per Section 41101 of that law, all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work funded in whole or in part under this RFP shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Applicants shall provide written assurance acknowledging the DBA requirements above, and confirming that the laborers and mechanics performing construction, alteration, or repair work on projects funded in whole or in part by awards made as a result of this RFP are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Applicants acknowledge that they will supply information in advance of the deadlines to assist with DEQ's compliance with all the DBA requirements, including but not limited to:

1. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards;
2. Ensuring that if wage determination(s) and appropriate Davis-Bacon clauses and requirements are improperly omitted from contracts and subrecipient awards, the applicable wage determination(s) and clauses are retroactively incorporated to the start of performance;
3. Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards;
4. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues;
5. Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2);
6. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE;
7. Cooperating with any authorized representative of the Department of Labor in their



inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation;

8. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects;
9. Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award;
10. Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

Recipients of funding under this RFP will also be required to undergo Davis-Bacon Act compliance training and to maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The U.S. Department of Labor ("DOL") offers free Prevailing Wage Seminars several times a year that meet this requirement, at: <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

XIV. Declaration of Confidential Information

If an applicant deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is in the proposal. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt.

XV. Submission Details

All proposals shall be received by 2:00 PM Eastern Time, on May 29, 2024. Proposals may be submitted via email to SEO.team@deq.nc.gov.



The NCSEO will not consider or review applications that are received after the deadline. We encourage early submission to allow for any technical problems.

The full application must conform to the following requirements:

- Submitted all files as a single PDF labeled in the following manner:
ProjectName_EligibleEntityName_POWERUp
- RFP narrative does not exceed 18-page limit, not including required forms;
- All pages must be formatted to fit on 8.5 x 11-inch paper with margins not less than one inch on every side;
- All text must be Times New Roman with a font size of 12 point for text except in figures or tables, then applicants may use 10-point font;
- Page numbers must be included in the footer on each page;
- Each submission must not exceed the specified maximum page limit for the RFP. If applicants exceed the maximum page length, the NCSEO will review only the authorized number of pages and disregard any additional pages.

XVI. Announcement of Award Recipients

Once DOE approval is acquired, the NCSEO anticipates applicants will be notified of their proposal funding approval status by e-mail by the end of June 2024.

XVII. Reporting Requirements for Accepted Projects

All selected entities must follow U.S. DOE's and the NCSEO's program and reporting requirements. This will include, but may not be limited to:

- The reporting and audit requirements of 2 CFR Part 200, including submission of an annual audit of project funds;
- Regular Project status updates and financial updates
- Travel regulations that include travel authorization, reimbursement, advancements, and per diem rates that do not exceed the State of North Carolina's maximum amount;
- The Build America, Buy America provisions of the BIL (BABA);
- Applicants shall comply with the Environmental Protection Agency (EPA) regulations as set forth in 40 CFR Part 247 - Guidelines for Procurement of Recovered Materials, which encourages the use of recyclable materials. Applicants shall use recyclable materials whenever possible. Compliance with EPA regulations also applies to the decommissioning of replaced baseload appliances whether subcontracted out or not.

The NCSEO will require regular reporting on objectives metrics, project progress, and any project setbacks (with root cause analysis) encountered. More guidance on reporting will be shared with applicants, including metrics to show program success, outage reductions, and impacts on the community. In future iterations of the program, the NCSEO may adjust data



reporting requirements based on data submitted during the program's first year. Additional data may be collected by the NCSEO such as:

- Project locations;
- Measurable improvements of resilience;
- Transmission capacity upgraded, expanded, or built;
- Electricity storage capacity installed;
- Funding leveraged;
- Stakeholders engaged;
- Technical assistance received;
- Amount of benefits to the local community
- Value of contracts/agreements with minority owned business for supplies, services, or equipment.
- Number of jobs, apprenticeships, or hours of training for Workforce Development

Each applicant shall submit certified and timely reports to the NCSEO detailing the progress made towards the program objective(s) and all administrative and program expenditures. The report **must** agree with the Applicant's accounting records, client database, and be certified by the Applicant's chief executive officer or their designee via handwritten or certified electronic signature.



Appendix A

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**SPECIAL TERMS AND CONDITIONS FOR USE IN FORMULA GRANTS ISSUED UNDER THE
GRID DEPLOYMENT OFFICE (GDO) ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT
(ALRD)**

LEGAL AUTHORITY AND EFFECT (JUNE 2015)

- (a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.
- (b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – MARCH 2023)

This award/agreement consists of the Assistance Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist

- c. Applicable program regulations: NONE
- d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- e. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- h. Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL)

FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

COST MATCH

- a. "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 15 percent of their allocation. In addition, eligible entities performing resilience projects are required to provide a 100 percent cost match, unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, then the eligible entity is required to provide a one-third cost match.

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion.

- b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.
- c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

POST-AWARD DUE DILIGENCE REVIEWS (MARCH 2023)

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

ANNUAL ALLOCATION REQUEST

The Recipient shall submit their annual allocation request in accordance with the instructions provided in the Reporting Requirements Checklist attached to this award. The Annual Allocation Request must be submitted to the DOE Program Manager whose name is in Block 15 of the Award Agreement and the DOE Award Administrator whose name is identified on Page 2 of the Assistance Agreement cover page.

The Annual Allocation Request must include the following information:

- SF 424 reflecting the current year allocation and cost match amounts.
- Cost Match Information for current year allocation.
 - Cost Match Value
 - Identify the source/organization of the proposed cost match.
 - Type of Cost Match (cash or in-kind)
 - Provide a description of their proposed cost match.
- Program Narrative – copy of current Program Narrative if there are no changes or an updated Program Narrative to reflect any changes. If changes have occurred, a Public Notice and Hearing must be documented in the updated Program Narrative.

RESILIENCE PROJECT AND SUBAWARD/SUBCONTRACT NOTIFICATION

For all resilience project subawards and any other subaward over \$250,000, the Recipient must notify the DOE Contracting Officer and Project Officer in writing prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the DOE determines, and provides the Recipient written notification, that the information provided is adequate.

In order to satisfy this notification requirement, Recipient documentation must, at a minimum, include the following:

- (a) Recipient confirms that the subawardee:
 - (i) is an eligible entity type identified in BIL section 40101(a)(2);
 - (ii) is a domestic entity; to qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;
 - (iii) is not a debarred or a suspended entity; and
 - (iv) will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the "Davis-Bacon Act" (DBA).
- (b) Recipient confirms that:
 - (i) the process undertaken to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318;
 - (ii) the proposed work to be done is an eligible activity identified in BIL Section 40101(e)(1);
 - (iii) the proposed subaward effort is consistent with the Program Narrative being executed under the award;
 - (iv) the primary purpose of the proposed project is not cyber security but that the implementation of the proposed project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their subaward;
 - (v) no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;
 - (vi) as applicable, subaward/subcontracts address the Small Utilities Set Aside requirement set forth in BIL Section 40101(d)(6); and
 - (vii) all required award provisions will be flowed down in the resulting subaward/subcontract.
- (c) Recipient provides:
 - (i) SF-424A Budget Information form and Budget Justification form for all resilience project subawards; and any other subaward over \$250,000;
 - (ii) a completed Environmental Questionnaire covering the subaward activity;
 - (iii) cost match commitment letter from the eligible entity committing to meet the cost matching as required in BIL Section 40101(h);
 - (iv) the proposed metrics that will be collected and reported in the Quarterly Progress Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;
 - (v) listing of Foreign Nationals for subrecipients/eligible entities and technical assistance contractors in accordance with the Foreign National Participation – Approval term;
 - (vi) Performance of Work in the United States waiver (if applicable);
 - (vii) Buy America for Infrastructure Projects waiver (if applicable);
 - (viii) Domestic entity waiver for subrecipients (if applicable); and
 - (ix) a summary/brief description of any application, similar in nature, submitted by the proposed subawardee to the DOE under BIL Section 40101(c), DE-FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

If a State or Indian Tribe petitions the Secretary to be designated as an eligible entity for the purpose of executing a resilience project, it must provide both the 15% cost match for the entire allocation made by DOE to the State or Tribe (see BIL section 40101(d)(8)) and the project specific cost match requirement of 100% or 1/3 (see BIL section 40101(h)).

REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. Additional reporting requirements apply to projects funded by BIL. As part of tracking progress toward key Departmental goals – ensuring justice and equity, creating jobs, boosting domestic manufacturing, reducing greenhouse gas emissions, and advancing a pathway to private sector – DOE may require specific data collection. Examples of data that may be collected include:

- project locations,
- measurable improvements of resilience,
- transmission capacity upgraded, expanded, or built,
- electricity storage capacity installed,
- funding leveraged,
- stakeholders engaged,
- technical assistance provided, and
- value of contracts or agreements with minority owned business for supplies, services, or equipment.

Recipients must maintain sufficient records to substantiate this information upon request.

FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (MARCH 2023)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A "foreign national" is defined as any person who is not a United States citizen by birth or naturalization. DOE may elect to deny a foreign national's participation in the award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

CATEGORICAL EXCLUSION (CX) – Initial Application

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on the initial information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby **authorizing use of funds for technical assistance and administrative project activities only**.

NEPA review and approval of proposed resilience project activities are required as per the Resilience Project and Subaward/Subcontract Notification Term. If any of the proposed projects are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the recipient elect to undertake activities prior to authorization from the DOE, the Recipient is doing so at risk and such costs may not be authorized and recognized as allowable cost.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

ELIGIBLE ENTITY PRIORITIZATION – 40101(d)(5)

In making subawards to eligible entities using funds made available under the program, the Recipient shall give priority to projects that, in the determination of the Recipient, will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events.

SMALL UTILITIES SET ASIDE – 40101(d)(6)

The Recipient shall ensure that, of the amounts made available to eligible entities, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the Recipient State or Indian Tribe (as applicable) that are served by those eligible entities.

TECHNICAL ASSISTANCE AND ADMINISTRATIVE EXPENSES – 40101(d)(7)

Of the amounts made available to the Recipient under the program each fiscal year, the Recipient may use not more than 5 percent for technical assistance (*see* BIL Section 40101(g)(1)(A)) and administrative expenses associated with the program.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY – GRID RESILIENCE

Acquisition of land or easements is not permitted under this grant program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this grant program, and therefore may be permitted.

EQUIPMENT (DECEMBER 2014)

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR Part 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR Part 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. Continues to use the property for the authorized project purposes;

- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The Recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316.

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient must include the insolvency, bankruptcy or receivership term in any for-profit/non-profit sub-award(s), at any tier.

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least **100%** of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the DOE that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

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

i. the total Federal funding authorized to date under this award is \$30,000 or more;

ii. in the preceding fiscal year, you received;

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

i. As part of your registration profile at <http://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the recipient.

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

d. Exemptions

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

i. Subawards,

and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are

changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

B. Requirement for Unique Entity Identifier

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.

2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a unique entity identifier.

C. Definitions

For purposes of this term:

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

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:

- a. A foreign organization;
- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient must include the following indemnity provision in any sub-awards to eligible entities performing the resilience projects at any tier:

The **North Carolina Department of Environmental Quality** shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims

of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that North Carolina Department of Environmental Quality has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that North Carolina Department of Environmental Quality does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that North Carolina Department of Environmental Quality does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an

employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

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

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

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

3. Is one of the following:

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

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

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

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

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

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

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

c. Reporting Procedures

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

d. Reporting Frequency

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

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (B) The value of all expected funding increments under a Federal award and options, even if not yet

EXPORT CONTROL (MARCH 2023)

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award, including subrecipient work.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (MARCH 2023)

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United

States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (MARCH 2023)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

FRAUD, WASTE AND ABUSE (MARCH 2023)

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently

FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

TRANSPARENCY OF FOREIGN CONNECTIONS (MARCH 2023)

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)

- A. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- C. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

BUY AMERICAN REQUIREMENTS FOR INFRASTRUCTURE PROJECTS (MARCH 2023)

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
 - (B) the manufactured products used in the project are produced in the United States; or
 - (C) the construction materials used in the project are produced in the United States.
- Also referred to as the Buy America Requirement.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard

for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the

requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

DAVIS-BACON REQUIREMENTS (MARCH 2023)

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form

submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (MARCH 2023)

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide¹ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

For construction projects valued at \$35 million or more and lasting more than one year, Recipients, contractors, or subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

¹ See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>
 Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>.

POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

AGENDA ITEM COVER SHEET

Agenda Item Title:

Request to Apply for Grant Funding From Bureau of Justice Assistance for Bulletproof Vest Program

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Request to apply for grant funding from Bureau of Justice Assistance for Bulletproof Vest Program with a 50% match from the City. The funding will procure 18 vests, of which will replace expired vests and provide for new hires.
Actions Needed by Board:	Approve the submission of the grant application for grant funding.
Backup Attached:	Agenda Cover Sheet, Memorandum, Grant Application and Resolution
Is item time sensitive? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Cost of Agenda Item: \$12,400.84
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:



Founded 1797

NEW BERN

NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129
(252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher
Chief of Police

TO: Mayor Jeffrey T. Odham and Board of Aldermen
FROM: Patrick L. Gallagher, Chief of Police
DATE: May 14, 2024
SUBJECT: Bulletproof Vest Grant

Overview

The New Bern Police Department is requesting approval to apply for the Bureau of Justice Assistance Bulletproof Vest Partnership for FY2024 in the amount of \$24,801.68. The BJA Grant requires a 50% match from the City, totaling \$12,400.84. Based on our tracking of expired ballistic vests and the anticipated hiring of new officers, we are projecting the purchase of 18 vests for this year and the timeframe of the grant, which is 2024 – 2026.

Recommendation

It is recommended that the Board of Aldermen approve the submission of an application for the Bureau of Justice Assistance Bulletproof Vest Program for grant funding in the amount of \$24,400.84, with a 50% match from the City, to procure ballistic vests.



A Nationally Accredited Agency

Integrity – Motivation – Professionalism – Accountability – Commitment – Trust

RESOLUTION

WHEREAS, the City of New Bern desires to apply for grant funding from the 2024 Bureau of Justice Assistance Bulletproof Vest Grant Program. The grant funding is in the amount of \$24,801.680 and requires a 50% matching amount of \$12,400.84 from the City.

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

The Board authorizes the New Bern Police Department to submit an application for grant funding from the 2024 Bureau of Justice Assistance Bulletproof Vest Grant Program to procure 18 new bulletproof vests for the replacement of expired vests and the hiring of new officers.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

REVIEW APPLICATION



Below is the current status of your application. To add more vests to your application or to make modifications to your application, use either the 'Update Details' link in the 'Application Status' column or step 'Manage Application' in the left hand menu bar.

APPLICATION PROFILE

Participant	NEW BERN CITY
Fiscal Year	2024
Number of Agencies Applied	1
Total Number of Officers for Application	92
Number of Officers on Approved Applications	92

APPLICATION PROFILE

Fiscal Year	2024
Vest Replacement Cycle	5
Number of Officers	92

Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged	1
	Number of Officer Turnover	7

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
NEW BERN CITY	18	\$24,801.68		Created Update Details
Grand Totals:	18	\$24,801.68		

PROCEED TO SUBMIT APPLICATION

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project.

Date of Meeting: 5/14/2024	Ward # if applicable: Multiple
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern has been working with FEMA to repair damage related to Hurricane Florence within the 66 miles of drainage ditches throughout the city. This project is for the Category D, Hurricane Florence Damage Repairs - Trent River Drainage Basin.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Bid Tabulation, Advertisement for Bids, Addendum 1, and Project Plan Overview

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 checked="" type="checkbox"/> No

Cost of Agenda Item: \$493,421.50
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:



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

May 3, 2024

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: **Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project.**

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to repair damage to the 66 miles of drainage ditches throughout the city. Since being obligated, the City of New Bern has been working with TRC to identify the damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On March 14, 2024, the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project was advertised for bids and on April 17, 2024, four bids were received and opened, with the low bidder for this project being Carolina Cleaning and Restoration, with a total base of \$493,421.50. The Trent River Drainage Basin Damage Repairs consist of repairs to permanent structures such as headwalls, culverts, and bulkheads.

Recommendation:

TRC have vetted Carolina Cleaning and Restoration and found no issues or concerns. The Public Works Department is recommending and request the Board to consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents, and any change orders for the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project within the contract amount.

If you have any questions concerning this matter, please feel free to contact me directly.

RESOLUTION

THAT WHEREAS, the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project was publicly advertised on March 14, 2024: and

WHEREAS, the following qualified bids were received on April 17, 2024:

Carolina Cleaning and Restoration	\$ 493,421.50
Avolis Landworks, LLC	\$ 540,000.00
Trader Construction Company, Inc.	\$ 897,315.00
Grillot Construction Company, LLC	\$ 998,840.00

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute contract documents with the lowest bidder, Carolina Cleaning and Restoration, for the Category D, Hurricane Florence Damage Repairs – Trent River Drainage Basin Project and any change orders within the budgeted amount.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern all contract documents with Carolina Cleaning and Restoration for the Hurricane Florence Damage Repairs – Trent River Drainage Basin Project, and any change orders within the budgeted amount.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFIED BID TABULATION

PROJECT: Hurricane Florence Damage Repairs - Trent River Drainage Basin

PROJECT #: 495393.1

BID DATE: April 17 2024

BID TIME: 1:00 PM

LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Carolina Cleaning and Restoration	Avolis Landworks, LLC	Trader Construction Co.	Grillot Construction
Bid Bond	✓	✓	✓	✓
Contractor's License Information	#82325	#87302	#2943	#84473
Bidder Qualification Statement	✓	✓	✓	✓
City's General Provisions and Byrd Anti-Lobbying Certification	✓	✓	✓	✓
Anti-Collusion Affidavit	✓	✓	✓	✓
MBE / HUB Documentation	✓	✓	✓	✓
Bid Signed	✓	✓	✓	✓
Receipt of Addenda	✓	✓	✓	✓
Total Base Bid	\$493,421.50	\$540,000.00	\$897,315.00	\$998,840.00

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:00 PM on the Seventeenth day of April, 2024, at the City of New Bern Public Works Department in New Bern, North Carolina.



Digitally signed by Ian
U Spurlock
Date: 2024.04.24
14:10:58-04'00'



This item has been digitally signed and sealed by Ian Spurlock, PE on the date shown next to the signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DETAILED BID TABULATION

PROJECT: Hurricane Florence Damage Repairs - Trent River Drainage Basin
PROJECT #: 495393.1
BID DATE: April 17 2024
BID TIME: 1:00 PM
LOCATION: City of New Bern Public Works Department / Microsoft Teams

Item	Description	Quantity	Units	Carolina Cleaning and Restoration		Avolis Landworks, LLC		Trader Construction Co.		Grillot Construction	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization/Demobilization (3% Maximum)	1	EA	\$ 14,371.50	\$ 14,371.50	\$ 16,200.00	\$ 16,200.00	\$ 25,000.00	\$ 25,000.00	\$ 29,100.00	\$ 29,100.00
2	Traffic Control	1	EA	\$ 47,000.00	\$ 47,000.00	\$ 28,150.00	\$ 28,150.00	\$ 150,000.00	\$ 150,000.00	\$ 148,300.00	\$ 148,300.00
3	Sediment and Erosion Control, Dewatering	1	CY	\$ 96,000.00	\$ 96,000.00	\$ 35,000.00	\$ 35,000.00	\$ 175,000.00	\$ 175,000.00	\$ 124,400.00	\$ 124,400.00
4	Ditch Bank Fill	850	CY	\$ 145.00	\$ 123,250.00	\$ 260.00	\$ 212,500.00	\$ 255.00	\$ 216,750.00	\$ 275.00	\$ 233,750.00
5	15" CMP and Coupling	15	LF	\$ 320.00	\$ 4,800.00	\$ 350.00	\$ 5,250.00	\$ 110.00	\$ 1,650.00	\$ 430.00	\$ 6,450.00
6	15" Class 3 RCP	8	LF	\$ 500.00	\$ 4,000.00	\$ 650.00	\$ 5,200.00	\$ 180.00	\$ 1,440.00	\$ 725.00	\$ 5,800.00
7	18" Class 3 RCP	4	LF	\$ 750.00	\$ 3,000.00	\$ 850.00	\$ 3,400.00	\$ 300.00	\$ 1,200.00	\$ 1,470.00	\$ 5,880.00
8	60" Class 3 RCP	16	LF	\$ 1,000.00	\$ 16,000.00	\$ 925.00	\$ 14,800.00	\$ 1,025.00	\$ 16,400.00	\$ 3,970.00	\$ 63,520.00
9	Site 1-23 Headwall Replacement	250	SF	\$ 90.00	\$ 22,500.00	\$ 220.00	\$ 55,000.00	\$ 400.00	\$ 100,000.00	\$ 162.00	\$ 40,500.00
10	Site 1-17 Concrete Flume Repair	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,750.00	\$ 2,750.00	\$ 19,430.00	\$ 19,430.00
11	Site 1-23, FEMA Site 2 13' x8' Flume Rep.	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 2,750.00	\$ 2,750.00	\$ 20,210.00	\$ 20,210.00
12	Site 1-23, FEMA Site 3 In-Kind Flume Rep.	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,660.00	\$ 4,660.00
13	Remove and Replace Riprap (NCDOT Class B)	25	Tons	\$ 300.00	\$ 7,500.00	\$ 1,500.00	\$ 37,500.00	\$ 950.00	\$ 23,750.00	\$ 1,090.00	\$ 27,250.00
14	Various Asphalt Repairs	3	SY	\$ 1,000.00	\$ 3,000.00	\$ 5,000.00	\$ 15,000.00	\$ 875.00	\$ 2,625.00	\$ 2,870.00	\$ 8,610.00
15	Install Vegetative Stabilization	1	EA	\$ 70,000.00	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00	\$ 172,000.00	\$ 172,000.00	\$ 157,980.00	\$ 157,980.00
16	Access Road Allowance	500	LF	\$ 50.00	\$ 25,000.00	\$ 75.00	\$ 37,500.00	\$ 10.00	\$ 5,000.00	\$ 206.00	\$ 103,000.00
				\$ 493,421.50		\$ 540,000.00		\$ 897,315.00		\$ 998,840.00	
				Cost Included on Bid Form	\$ 493,421.50	\$ 540,000.00		\$ 897,315.00		\$ 998,840.00	
				CONTRACT AMOUNT BASED ON UNIT BID ITEMS	\$ 493,421.50	\$ 540,000.00		\$ 897,315.00		\$ 998,840.00	

*denotes a difference in the Total Base Bid Price from the bid form, and the sum of the unit costs provided.

ADVERTISEMENT FOR BIDS
City of New Bern
New Bern, North Carolina
Hurricane Florence Damage Repairs – Trent River

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

Hurricane Florence Damage Repairs – Trent River
TRC PN: 495393.0000.0000

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, April 17, 2024 at 1:00 pm local time. At that time the Bids received will be publicly opened and read.

The public bid opening shall also be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the repair of previously identified, Hurricane Florence related damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, dewatering, backfill of eroded areas, slope regrading, pipe replacements, and stabilization.

Bids are requested for the following Contract: **Hurricane Florence Damage Repairs – Trent River**

Obtaining the Bidding Documents:

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.trccompanies.com/knowledge/trc-construction-planroom/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Draper Aden Associates – A TRC Company
114 Edinburgh South Drive, Suite 200, Cary, NC 27511

Bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and

female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference

Pre-bid conference attendance is not required. A pre-bid conference is scheduled April 3rd, 2024 at 1:00 PM at the City of New Bern Public Works Department, located at 1004 S. Glenburnie. The pre-bid meeting will also be available virtually, through Microsoft Teams. Access to the online video conference shall be made available to all interested parties at least 24 hours prior to the scheduled meeting. Interested parties are required to contact Luke Baker by email at lbaker@trccompanies.com to request the conference link.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern
By: George Chiles
Title: Director of Public Works
Date: March 14, 2024



ADDENDUM No. 1
City of New Bern
Hurricane Florence Damage Repairs – Trent River Basin

Bidders on this Project are hereby notified that this Addendum shall be attached to and made part of the Contract Documents dated March 14, 2024.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified date, shall be based on the additions and revisions listed herein.


Acknowledge receipt of the Addendum by checking its number on the appropriate page of the bid form. Failure to do so may subject the bidder to disqualification.

Clarifications/Changes/Additions to Documents:

1. Scales on some sheets are inaccurately noted in the title block. The scales on the following plan sheets will be amended with the Released for Construction documents, and these scales should be used for pricing:
 - a. Sheet C3.1 Scale is corrected to 1"=10'
 - b. Sheet C3.4 Scale is corrected to 1"=50'
 - c. Sheet C3.5 Scale is corrected to 1"=30'
 - d. Sheet C3.6 Scale is corrected to 1"=20'
 - e. Sheet C3.7 Scale is corrected to 1"=40'
 - f. Sheet C3.15 Scale is corrected to 1"=40'
2. Prebid meeting minutes, attendee list, and question responses are attached.

The last day for questions is April 10, 2024 at 5:00 PM.




Digitally signed by Ian U Spurlock
Date: 2024.04.08
10:48:42-04'00'
This item has been digitally signed and sealed by Ian Spurlock, PE on the date shown next to the signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

END OF ADDENDUM #1

Attachments:

Prebid Meeting Minutes – April 3rd 2024
Damage Table – FEMA Scope of Work Summary



Minutes

Hurricane Florence Damage Repairs – Trent River Prebid Meeting

April 3, 2024 at 1:00 PM

Attendees: See Sign In Sheet

I. Introduction

- A. City of New Bern – Owner
- B. TRC – Engineer

II. Project History

- A. This project is related to the repair of previously identified, Hurricane Florence related damages.
- B. Interested bidders are advised that approximately 3 other projects will be issued for bid in the coming months and to regularly check the City's procurement website if interested.

III. Important Dates and Information

- A. Bid date – April 17, 2024 at 1:00 PM
- B. Bids can be hand delivered or mailed to:
 - City of New Bern
 - Attn: George Chiles
 - 1004 S. Glenburnie Road
 - New Bern, NC 28652
 - CNB Contract: 2024147
- C. Parties who wish to attend the public bid opening can meet at the above address to watch the bid opening. A Microsoft Teams link for the public bid opening will be provided a minimum of 24 hours prior to bid opening for those that prefer to attend virtually.
- D. Parties who wish to mail bid packages are encouraged to provide ample time for delivery. Bids that arrive after the bid date and time will not be accepted.
- E. Bid packages are required to include
 - i. Required Bid Security; in an amount of 5% of the total price bid in the form of a bid bond
 - ii. List of Proposed Subcontractors
 - iii. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids
 - iv. Required Bidder Qualification Statement with supporting data
 - v. General Provisions and Byrd Anti-Lobbying Certification
 - vi. E-Verify Affidavit
 - vii. Anti-Collusion Affidavit
 - viii. MBE / HUB Documentation
 - ix. Receipt of Addenda.
 - x. Bid must include price for all line items, or \$0 price.

- xi. Bid must be signed.
- F. The project will be awarded to the lowest bidder based upon the total base bid price.
- G. Substantial completion - 120 days from Notice to Proceed. Final completion – 150 days from Notice to Proceed. Liquidated damages - \$500 per day.

IV. Project Information

- A. There are no working hour restrictions.
- B. Workdays are only limited by City holidays, or if inspectors or debris monitors are not available.
- C. Plans and specifications are available for free from the TRC procurement site listed in the advertisement for bids.
- D. An addendum will be issued containing minutes from this meeting and responses to any questions. This addendum will also include clarifications to the construction drawing scales, and a damage summary table.
- E. Last day for questions is April 10th at 5 pm.

V. Project Description

- A. The project site is located throughout the Trent River Drainage Basin.
 - i. Work is generally described as the repair of previously identified damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, backfill of eroded areas, slope regrading, and stabilization. All debris must be disposed of at the Tuscarora Landfill.
 - ii. Work may also include debris and sediment removal identified for removal at the time of the work. The contractor shall coordinate with the Owner or Engineer to authorize debris removal prior to execution.
- B. Reimbursement Procedure
 - i. Quantities for the work have been identified in the FEMA Scope of Work and Damage Table. Reimbursement for each completed site will be based upon the quantities provided in those documents. Quantities that exceed the quantity noted in the damage table without prior authorization will not be considered.
- C. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to Hurricane Florence. Documentation of borrow sources utilized is required at closeout.
- D. There are no restrictions to the order in which repairs can be performed.
- E. ESC measures must be in place prior to land disturbing and must remain in place and functional until they have been released by the ESC Inspector.
 - i. Contractor shall install pump around and dewater as necessary to comply with all environmental permits. Work below the ordinary high water mark shall occur in the dry.
- F. Areas are generally combined by geographic location or access constraints.

- i. A single area may contain multiple subareas and types of repairs.
 - ii. An estimate of borrow soils or riprap required are provided as Appendix 1.
 - G. Contractor shall be responsible for all necessary traffic control.
 - H. Environmental Restrictions
 - i. Contractor shall comply with all requirements of environmental permits and authorities having jurisdiction. General conditions for USACE and Buffer Authorizations are included in the appendices.
 - ii. Tree Removal
 - 1. Tree removal shall not be performed during the following windows due to requirements from USFWS:
 - a. December 15th to February 15th
 - b. May 15th to July 15th
 - iii. Culvert replacements
 - 1. Where culverts 36 inches inner diameter and larger are noted for replacement, contractor shall engage a qualified biologist to make a determination on evidence of bat use. Report shall be provided to engineer as an informational submittal.
 - I. Bidders are reminded that this is a project within the public's eye. Work will be occurring in people's backyards and are advised to behave accordingly.

VI. Questions:

- 1. Is the project certified payroll? **No. This project is not subject to Davis Bacon Wage Rates.**
- 2. What is the anticipated award date? **We anticipate that the project will be awarded in May, with a tentative construction start in June.**

ATTENDANCE SIGN-UP

MEETING: Prebid Meeting

PROJECT NAME: City of New Bern Hurricane Florence Damage Repairs - Trent River

DATE: April 3, 2024 TIME: 1:00 PM

PLACE: Public Works Building PN: 495393 PAGE: 1

	NAME	COMPANY/ORGANIZATION	EMAIL	PHONE	Present
1	Avery Smith	City of New Bern	smitha@newbernnc.gov	252-639-7501	X
2	David Fishel	City of New Bern	fishel.david@newbernnc.gov	252-639-7522	X
3	Luke Baker	TRC	lbaker@trccompanies.com	919-582-7288	X
4	Ian Spurlock	TRC	ispurlock@trccompanies.com	919-827-0864	X
5	Danny Meadows	TRC	dmeadows@trccompanies.com	252-349-6675	X
5	John Riggle	Trader Construction	jriggle@traderconstruction.com	252-633-2424	X
6	Chuck Gilgo	Trader Construction	cgilgo@traderconstruction.com	252-671-3530	X
7	Ryan Darden	TA Loving	rdarden@taloving.com	984-323-1539	X
8	Jeremy Williams	Asimpa, LLC	jeremy.williams@asimpa.com	828-735-1196	X
9	Matthew Haddoch	E. Haddoch Enterprise, LLC	haddochenterprises@gmail.com	919-648-8314	X
10	Jordan Haddoch	E. Haddoch Enterprise, LLC	jhaddoch325@gmail.com	919-820-5972	X
11	Spencer Avolis	Avolis Landworks LLC	avolislandworkslc@gmail.com	252-639-1223	X
13	Kerry Stafford	Grillot Construction		903-316-2072	X
14					

Trent River Damage Repairs
Damage Report Table

Sheet	Site	OID	FEMA Site	Description of Damage	Method of Repair	Ditch Bank Fill (CY)	Remove and Replace Riprap (Ton)	Start Latitude	Start Longitude	Stop Latitude	Stop Longitude
C3.1	1-1	629	65	Two areas of soil erosion and washout near 30" diameter RCP culvert.	Back fill material, compact, and install vegetative stabilization.	1.75		35.117332	-77.100158		
		632	67	Two areas of soil erosion and washout along approximately 100 LF of channel near baseball field.	Back fill material, compact, and install vegetative stabilization.	1.05		35.116857	-77.097001	35.116687	-77.097304
C3.2	1-2	630	66	Soil erosion and riprap washout of southeastern channel slope.	Remove riprap, back fill material, compact, and replace riprap. Install vegetative stabilization around riprap.	1.48	2.96	35.114667	-77.095605		
C3.3	1-3	561	51	Bank erosion, sloughing, and washouts along approximately 70 LF of both channel side slopes.	Saw cut and remove asphalt and curb and gutter. Remove riprap. Regrade all erosional areas, backfill material and replace riprap. Install asphalt and curb and gutter to match existing. Install vegetative stabilization around riprap and disturbed areas.	8.15	1.67	35.118364	-77.091257	35.118257	-77.091088
C3.4	1-4	564	52	Multiple areas of soil erosion and sloughing along approximately 450 LF of the southwestern channel side slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	42.59		35.113317	-77.093324	35.114	-77.094561
		566	53	Two areas of soil erosion and sloughing along northwestern slope.	Back fill material, compact, and install vegetative stabilization.	3.77		35.114575	-77.09403		
		568	54	Area of soil erosion and sloughing along southwest slope.	Regrade slope, back fill material, compact, and install permanent vegetation.	3.33		35.114085	-77.094696		
		571	55	Soil erosion and sloughing along southwestern channel slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	2.85		35.113181	-77.093062		
C3.5	1-5	605	62	Soil erosion and washout around uprooted trees (8" and 14" diameter). Trees are uprooted and leaning approximately 30 degrees.	Remove trees and associated root ball, back fill material, compact, and install vegetative stabilization.	3.61		35.110973	-77.09217		
C3.6	1-6	574	56	Two areas of soil erosion and washout around 48" CMP driveway culvert.	Remove riprap and asphalt debris, back fill material, compact, and replace riprap and asphalt debris. Install vegetative stabilization around disturbed areas.	1.13	1.89	35.111781	-77.089115		
C3.7	1-7	596	61	Varying soil erosion and washouts along approximately 390 LF of the southern channel side slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	19.76		35.113829	-77.086783	35.114935	-77.086719
C3.8	1-8A	576	57	Soil erosion and washout near 36" RCP apartment driveway culvert. Erosion is adjacent to edge of riprap slope protection.	Back fill material, compact, and install vegetative stabilization.	0.39		35.111423	-77.084057		
		580	58	Varying areas of soil erosion and washout along approximately 280 LF of northwestern channel side slope.	Regrade slope for all erosional areas, back fill material, compact, and install vegetative stabilization.	14.20		35.111311	-77.084148	35.110531	-77.084779
C3.9	1-8B	585	59	Two areas of soil erosion and washout along northwestern bank.	Regrade slope for all erosional areas, back fill material, compact, and install vegetative stabilization.	3.78		35.109984	-77.08522		
		588	60	Sinkhole formed above 15" CMP pipe from drop inlet to northwest. Failure evident inside of pipe.	Remove and replace approximately 15 LF of 15" CMP. Back fill material, compact, and install vegetative stabilization.	0.74		35.11002	-77.085266		
C3.10	1-9	671	73	Soil erosion and washout along western slope.	Back fill material, compact, and install vegetative stabilization.	3.69		35.109695	-77.093983		
C3.11	1-10	666	71	Soil erosion and undermined riprap around HDPE culvert below parking lot.	Remove riprap, back fill material, compact, and replace riprap. Install vegetative stabilization around riprap.	1.83	9.67	35.104887	-77.095684		
		667	72	Soil erosion and washout of northwestern channel slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	2.00		35.106923	-77.095899		
C3.12	1-12	620	63	Multiple areas of soil erosion and sloughing along approximately 250 LF of channel slopes.	Clear as needed to access damage locations. Regrade slope, back fill material, compact, and install vegetative stabilization. Due to proximity of damage to existing structures, mitigation is recommended.	152.67		35.106449	-77.086843	35.106783	-77.086429
		622	64	Multiple areas of slope erosion and washouts from gutter drains from nearby apartment building.	Back fill material, compact, and install vegetative stabilization.	11.33		35.106592	-77.086682		
C3.13	1-13	643	68	Two areas of soil erosion and washout along approximately 120 LF of channel side slopes.	Regrade slope, back fill material, compact, and install vegetative stabilization.	23.07		35.105025	-77.084025	35.105211	-77.084491
C3.14	1-14	189	13	Soil erosion around 18" RCP culvert outlet.	Back fill material, compact, and install vegetative stabilization.	0.89		35.10597	-77.07842		
		511	44	Soil erosion and washout around driveway culvert.	Back fill material, compact, and install vegetative stabilization.	0.22		35.103171	-77.079096		
C3.15	1-15	502	42	Soil erosion and washout along right bank below concrete apron.	Clear trees as necessary to access damage location. Back fill material, compact, and install vegetative stabilization.	3.63		35.102397	-77.08114		

Trent River Damage Repairs
Damage Report Table

Sheet	Site	DID	FEMA Site	Description of Damage	Method of Repair	Ditch Bank Fill (CY)	Remove and Replace Riprap (Ton)	Start Latitude	Start Longitude	Stop Latitude	Stop Longitude
C3.15	1-15	505	43	Multiple areas of soil erosion and washout around 60" CMP culvert below the shopping center access road.	Clear as necessary to access damage location. Remove riprap for all erosional areas. Back fill voids, compact, and replace riprap. Install vegetative stabilization around riprap.	8.66	4.72	35.102119	-77.080826		
C3.16	1-16	518	45	Multiple areas of soil erosion and washout along approximately 150 LF of the southern slope of ditch.	Regrade slope, back fill material, compact, and install vegetative stabilization.	5.26		35.102672	-77.076203	35.102329	-77.075945
		518	46	Soil erosion and washout above 15" diameter RCP culvert.	Back fill material, compact, and install vegetative stabilization.	1.19		35.102183	-77.075983		
C3.17	1-17A	535	49	Multiple areas of soil erosion and continuous sloughing along approximately 140 LF of channel side slopes.	Saw cut and remove concrete apron and slope protection. Regrade slopes, back fill material, compact, and install vegetative stabilization. Replace concrete apron and concrete slope protection.	26.06	1.20	35.103042	-77.072255	35.102688	-77.072197
		537	75	Sinkhole formed approximate 3 feet from edge of pavement.	Remove and replace approximately 4 LF of 30" RCP. Back fill material, compact, and install vegetative stabilization.	0.30		35.103203	-77.072275		
C3.18	1-17B	532	48	Soil erosion and sloughing along northern slope.	Back fill material, compact, and install vegetative stabilization.	0.78		35.102689	-77.071604		
C3.19	1-19	553	50	Soil erosion and sloughing along western bank.	Regrade slope, back fill material, compact, and install vegetative stabilization.	4.81		35.101511	-77.06544		
C3.20	1-21	147	7	Varying erosion and washout along approximately 225 LF of both channel side slopes.	Regrade slopes, back fill material, compact, and install vegetative stabilization.	150.37		35.101483	-77.082313	35.101394	-77.083085
		150	8	Bank erosion and scouring from pipe outfall below shopping center access road. Existing riprap has washed into main channel.	Remove riprap from channel, back fill material, compact, and replace riprap. Install vegetative stabilization around riprap.	2.67	1.78	35.101381	-77.08321		
C3.21	1-22	134	5	Multiple areas of bank erosion and washout along approximately 72 LF of the eastern channel bank.	Remove fencing. Regrade channel slope, back fill material, compact, and install vegetative stabilization. Replace fencing.	33.26		35.101321	-77.081262	35.101213	-77.081053
C3.21	1-22	141	6	One areas of soil erosion and washout beside 48" CMP culvert.	Back fill material, compact, and install vegetative stabilization.	2.78		35.10147	-77.081475	35.101353	-77.081335
C3.22	1-23	90	2	Varying erosion and sloughing along approximately 225 LF of both channel banks.	Remove concrete slope drain, back fill material in all areas, compact, and install vegetative stabilization. Replace concrete slope drain.	60.52		35.100373	-77.079699	35.100063	-77.079032
C3.22	1-23	98	3	Varying bank erosion and sloughing along approximately 360 LF of channel.	Remove concrete apron from Area 6. Regrade channel side slopes, back fill material, compact, and install vegetative stabilization. Replace concrete apron.	11.60		35.099641	-77.078957	35.098958	-77.079808
		809	74	Multiple areas of soil erosion and washout around dual 60" RCP culverts under Trent Road.	Remove 25'x5' headwall, remove and rebed 16 LF of 60" RCP (8 LF per culvert), replace headwall. Regrade slope for all erosional areas. Back fill material, compact and install vegetative stabilization for disturbed areas.	4.87		35.09979	-77.078816		
C3.23	1-24	192	14	Varying bank erosion and washout along western slope and around outlet of twin 24" RCP culverts.	Regrade slopes, back fill material, compact, and install vegetative stabilization.	4.07		35.098048	-77.080715		
		194	15	Multiple areas of bank erosion and washout along approximately 40 LF of the southwestern channel side slope.	Back fill material, compact, and install vegetative stabilization.	8.59		35.097793	-77.080429	35.097705	-77.080326
C3.24	1-25	157	9	Multiple areas of soil erosion and washout along channel side slopes. Sheet flow from adjacent parking lot eroding channel slope.	Remove wooden fence near easement. Back fill material, compact, and install vegetative stabilization. Replace wooden fence.	2.44		35.09436	-77.08483		
C3.25	1-26	217	16	Two areas of soil erosion and washout along channel side slopes.	Regrade slopes, back fill material, compact and install vegetative stabilization.	12.06		35.096298	-77.07863		
C3.26	1-28	403	31	Soil erosion along channel slope around uprooted trees (10" and 12" diameter).	Remove trees (10" and 12" diameter) and associated root balls, back fill voids, compact, and install vegetative stabilization.	4.89		35.094363	-77.071378		

Trent River Damage Repairs
Damage Report Table

Sheet	Site	OID	FEMA Site	Description of Damage	Method of Repair	Ditch Bank Fill (CY)	Remove and Replace Riprap (Ton)	Start Latitude	Start Longitude	Stop Latitude	Stop Longitude
C3.27	1-29	401	30	Soil erosion and sloughing along southeastern channel slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	4.11		35.095697	-77.07088	35.095786	-77.070767
C3.28	1-30	391	27	Multiple areas of soil erosion and washout along slope and above 30" diameter HDPE driveway culvert.	Remove riprap, regrade slope for all erosional areas, back fill material, compact, and install vegetative stabilization. Replace riprap.	0.26	1.74	35.097051	-77.069619		
		394	28	Two areas of soil erosion and washout along slope and beside culvert under McKinley Avenue. Riprap by culvert has been undermined. End of pipe is rusted through at water level.	Remove riprap, back fill material, compact, replace riprap, and install vegetative stabilization around riprap.	0.44	0.89	35.09688	-77.07001		
		397	29	Two locations of soil erosion and washout along slope near pipe inlet. Inlet has concrete masonry block and debris around inlet.	For Area 1, remove concrete debris, back fill material, compact, and install vegetative stabilization. Replace concrete debris protection. For Area 2, back fill material, compact, and install vegetative stabilization.	0.59		35.09663	-77.070136		
C3.29	1-31	378	25	Multiple areas of erosion and washout near culvert inlet below Charles Street.	Back fill material, compact, and install vegetative stabilization.	3.13		35.09775	-77.06674		
		381	26	Multiple locations of erosion along approximately 65 LF of the southern ditch slope.	Regrade slope, back fill material, compact, and install vegetative stabilization.	12.53		35.097544	-77.067323	35.097483	-77.067489
C3.30	1-33	406	32	Multiple areas of soil erosion and washout around culvert below Walnut Avenue. Void above culvert under Walnut Avenue. Approximate 3" separation between first and second joint of pipe 4' upstream. Riprap in channel. Erosion continues upstream adjoining ditches.	Remove riprap. Remove and re-bed 4 LF of 18" RCP. Back fill material, compact, and install vegetative stabilization. Replace riprap.	1.83	0.05	35.099071	-77.063109		
		407	33	Soil erosion and washout undermining existing riprap around 18" diameter HDPE pipe towards drop inlet near Pembroke Avenue.	Remove riprap. Back fill material, compact, replace riprap. Install vegetative stabilization around riprap.	1.11		35.09827	-77.06309		
C3.31	1-34	375	24	Erosion and washout around 48" HDPE culvert southeast of culvert outlet.	Remove riprap, regrade slope, back fill material, compact, and replace riprap. Install vegetative stabilization surrounding riprap. Back fill material, compact, and install vegetative stabilization.	0.89	1.11	35.09878	-77.06543		
C3.32	1-35	279	19	Sinkhole formed above 18" RCP culvert indicating pipe failure. Failure is approximately 9 LF from culvert outlet.	Remove and replace 9 LF of 18" RCP culvert. Back fill material, compact, and install vegetative stabilization.	0.04		35.099041	-77.061696		
C3.33	1-37A	430	35	Multiple areas of soil erosion around headwall and wingwalls of box culvert outlet along yard waste facility access road.	Remove riprap and undermined pavement. Back fill material, compact, and replace riprap. Replace asphalt per City standards.	21.85	7.70	35.09916	-77.05971		
C3.34	1-37C	435	37	Soil erosion and washout of channel slope at southwestern corner of intersection of yard waste facility.	Remove concrete debris, back fill material, compact, and replace concrete debris slope protection. Install vegetative stabilization around concrete slope protection.	0.56		35.098301	-77.056374		
		439	38	Two areas of soil erosion and washout along channel side slope.	Back fill material, compact, and install vegetative stabilization.	3.24		35.09887	-77.05528		
C3.35	1-39	453	39	Erosion and washout of channel slopes near and above 48"x32" elliptical CMP culvert below Country Club Blvd.	Remove riprap. Back fill material, compact, and replace riprap. Install vegetative stabilization around riprap.	3.48	3.26	35.086866	-77.068393		
C3.35	1-39	457	40	Continuous soil erosion and sloughing along approximately 120 LF of the southeastern ditch side slope.	Remove street sign, regrade slope, back fill material, compact, and install vegetative stabilization. Reinstall street sign.	22.07		35.086931	-77.068536	35.086625	-77.068747

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project.

Date of Meeting: 5/14/2024	Ward # if applicable: Multiple
Department: Public Works	Person Submitting Item: George Chiles, Director of Public Works
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern has been working with FEMA to repair damage related to Hurricane Florence within the 66 miles of drainage ditches throughout the city. This project is for the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution, Bid Tabulation, Advertisement for Bids, Addendum 1, and Project Plan Overview

Is item time sensitive? ☐ Yes ☒ No

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

Cost of Agenda Item: \$750,000.00

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

Additional Notes:



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

May 3, 2024

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: **Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents and change orders within the contract amount for the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project.**

Background Information:

In late 2018 following Hurricane Florence, the City of New Bern began working with FEMA on a project to repair damage to the 66 miles of drainage ditches within the city. Since being obligated, the city has been working with TRC to identify the damages, develop construction plans and to obtain state and federal permits for work within ten different drainage basins. On March 14, 2024, the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project was advertised for bids and on April 30, 2024, three bids were received and opened, with the low bidder for this project being Avolis Landworks, LLC, with a total base of \$750,000.00. The Jack Smith Creek Basin Damage Repairs consist of repairs to permanent structures such as headwalls, culverts, and bulkheads.

Recommendation:

TRC have vetted Avolis Landworks, LLC, and found no issues or concerns. The Public Works Department is recommending and request the Board consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern, all contract documents, and any change orders for the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project within the contract amount.

If you have any questions concerning this matter, please feel free to contact me directly.

RESOLUTION

THAT WHEREAS, the Category D, Hurricane Florence Damage Repairs - Jack Smith Creek Drainage Basin Project was publicly advertised on March 14, 2024; and

WHEREAS, the following qualified bids were received on April 30, 2024:

Avolis Landworks, LLC	\$ 750,000.00
Waters Contracting Company	\$ 1,454,382.00
Trader Construction Company, Inc.	\$ 1,540,158.00

WHEREAS, the Director of Public Works of the City of New Bern recommends the City Manager be authorized to execute contract documents with the lowest bidder, Avolis Landworks, LLC, for the Category D, Hurricane Florence Damage Repairs - Jack Smith Creek Drainage Basin Project and any change orders within the budgeted amount.

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

That the City Manager is hereby authorized to execute on behalf of the City of New Bern all contract documents with Carolina Cleaning and Restoration for the Category D, Hurricane Florence Damage Repairs – Jack Smith Creek Drainage Basin Project, and any change orders within the budgeted amount.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

CERTIFIED BID TABULATION

PROJECT: Hurricane Florence Damage Repairs - Jack Smith Creek Drainage Basin
PROJECT #: 495393
BID DATE: April 30 2024
BID TIME: 1:00 PM
LOCATION: City of New Bern Public Works Department / Microsoft Teams

	Waters Contracting Company	Avolis Landworks, LLC	Trader Construction Co.	
Bid Bond	✓	✓	✓	
Contractor's License Information	#81408	#87302	#2943	
Bidder Qualification Statement	✓	✓	✓	
City's General Provisions and Byrd Anti-Lobbying Certification	✓	✓	✓	
Anti-Collusion Affidavit	✓	✓	✓	
MBE / HUB Documentation	✓	✓	✓	
Bid Signed	✓	✓	✓	
Receipt of Addenda	✓	✓	✓	
Total Base Bid	\$1,454,382.00	\$750,000.00	\$1,540,158.00	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 1:00 PM on the Seventeenth day of April, 2024, at the City of New Bern Public Works Department in New Bern, North Carolina.



Digitally signed by Ian U
 Spurlock
 Date: 2024.05.02
 14:14:44-04'00'



This item has been digitally signed and sealed by Ian Spurlock, PE on the date shown next to the signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DETAILED BID TABULATION

PROJECT: Hurricane Florence Damage Repairs - Jack Smith Creek Drainage Basin
 PROJECT #: 495393
 BID DATE: April 30 2024
 BID TIME: 1:00 PM
 LOCATION: City of New Bern Public Works Department / Microsoft Teams

Item	Description	Quantity	Units	Waters Contracting Company		Avolis Landworks, LLC		Trader Construction Co.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization/Demobilization (3% Maximum)	1	EA	\$ 42,652.00	\$ 42,652.00	\$ 22,500.00	\$ 22,500.00	\$ 45,000.00	\$ 45,000.00
2	Traffic Control	1	EA	\$ 31,652.00	\$ 31,652.00	\$ 35,000.00	\$ 35,000.00	\$ 55,000.00	\$ 55,000.00
3	Sediment and Erosion Control, Dewatering	1	EA	\$ 141,652.00	\$ 141,652.00	\$ 44,200.00	\$ 44,200.00	\$ 425,000.00	\$ 425,000.00
4	Ditch Bank Fill	2200	CY	\$ 103.25	\$ 227,150.00	\$ 150.00	\$ 330,000.00	\$ 250.00	\$ 550,000.00
5	Site 1-2: 24" RCP	4	LF	\$ 3,163.00	\$ 12,652.00	\$ 800.00	\$ 3,200.00	\$ 600.00	\$ 2,400.00
6	Site 1-6A: 15" Class 3 RCP	4	LF	\$ 2,803.00	\$ 11,212.00	\$ 650.00	\$ 2,600.00	\$ 565.00	\$ 2,260.00
7	Site 1-10: 42" CMP	80	LF	\$ 583.25	\$ 46,660.00	\$ 500.00	\$ 40,000.00	\$ 460.00	\$ 36,800.00
8	Site 1-10: L Shaped Masonry Headwall Rep	1	EA	\$ 24,652.00	\$ 24,652.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00
9	Site 1-12: Headwall Replacement	1	EA	\$ 24,652.00	\$ 24,652.00	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00
10	Site 1-13: Headwall Replacement	1	EA	\$ 24,652.00	\$ 24,652.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
11	Site 1-17: Concrete Outlet Protection:	10	SY	\$ 1,415.00	\$ 14,150.00	\$ 2,500.00	\$ 25,000.00	\$ 660.00	\$ 6,600.00
12	Site 1-17: Headwall Replacement	1	EA	\$ 46,652.00	\$ 46,652.00	\$ 15,000.00	\$ 15,000.00	\$ 21,500.00	\$ 21,500.00
13	Site 1-18: Headwall Replacement	1	EA	\$ 24,652.00	\$ 24,652.00	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00
14	Site 1-20A: Sidewalk Repairs	5	SY	\$ 2,330.40	\$ 11,652.00	\$ 1,000.00	\$ 5,000.00	\$ 445.00	\$ 2,225.00
15	Site 1-24A: 48" Class 3 RCP	90	LF	\$ 674.00	\$ 60,660.00	\$ 565.00	\$ 50,850.00	\$ 550.00	\$ 49,500.00
16	Site 1-25: Like-Kind Wing Wall Repair	1	EA	\$ 46,652.00	\$ 46,652.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00
17	Site 1-25: 12" Class 3 RCP	8	LF	\$ 1,181.50	\$ 9,452.00	\$ 120.00	\$ 960.00	\$ 350.00	\$ 2,800.00
18	Site 1-28: 28"x18" CMP	8	LF	\$ 6,456.50	\$ 51,652.00	\$ 175.00	\$ 1,400.00	\$ 350.00	\$ 2,800.00
19	Site 1-28: Concrete Slope Protection Repair	0.5	SY	\$ 13,304.00	\$ 6,652.00	\$ 2,500.00	\$ 1,250.00	\$ 2,250.00	\$ 1,125.00
20	Site 1-31A: 15" Class 3 RCP	4	LF	\$ 6,163.00	\$ 24,652.00	\$ 200.00	\$ 800.00	\$ 585.00	\$ 2,340.00
21	Site 1-31B: Wingwall Repair	1	EA	\$ 25,652.00	\$ 25,652.00	\$ 2,640.00	\$ 2,640.00	\$ 14,500.00	\$ 14,500.00
22	Site 1-33: Concrete Flume Replacement	2	EA	\$ 7,076.00	\$ 14,152.00	\$ 3,000.00	\$ 6,000.00	\$ 1,800.00	\$ 3,600.00
23	Site 1-38: Wooden Retaining Wall Repair	40	SF	\$ 541.30	\$ 21,652.00	\$ 250.00	\$ 10,000.00	\$ 150.00	\$ 6,000.00
24	Site 1-39: 18" Class 3 RCP	40	LF	\$ 2,666.30	\$ 106,652.00	\$ 145.00	\$ 5,800.00	\$ 190.00	\$ 7,600.00
25	Site 1-42C: Concrete Flume Repair	1	EA	\$ 81,652.00	\$ 81,652.00	\$ 900.00	\$ 900.00	\$ 1,350.00	\$ 1,350.00
26	Site 1-43B: 12" Class 3 RCP	4	LF	\$ 1,913.00	\$ 7,652.00	\$ 200.00	\$ 800.00	\$ 312.00	\$ 1,248.00
27	Site 1-44: 18" Class 3 RCP	208	LF	\$ 282.00	\$ 58,656.00	\$ 100.00	\$ 20,800.00	\$ 125.00	\$ 26,000.00
28	Remove and Replace Rip-Rap (NCDOT Class B)	35	Tons	\$ 760.25	\$ 26,608.75	\$ 200.00	\$ 7,000.00	\$ 605.00	\$ 21,175.00
29	Various Asphalt Repairs	1.5	SY	\$ 7,434.00	\$ 11,151.00	\$ 700.00	\$ 1,050.00	\$ 890.00	\$ 1,335.00
30	Install Vegetative Stabilization	1	EA	\$ 86,652.00	\$ 86,652.00	\$ 35,000.00	\$ 35,000.00	\$ 150,000.00	\$ 150,000.00
31	Access Road Allowance	750	LF	\$ 169.00	\$ 126,750.00	\$ 25.00	\$ 18,750.00	\$ 10.00	\$ 7,500.00
32									
				Cost Included on Bid Form	\$ 1,454,382.00		\$ 750,000.00		\$ 1,540,158.00
				CONTRACT AMOUNT BASED ON UNIT BID ITEMS	\$ 1,451,641.75		\$ 750,000.00		\$ 1,540,158.00

*denotes a difference in the Total Base Bid Price from the bid form, and the sum of the unit costs provided.

ADVERTISEMENT FOR BIDS

**City of New Bern
New Bern, North Carolina
Hurricane Florence Damage Repairs – Jack Smith Creek**

General Notice

The City of New Bern (Owner) is requesting Bids for the construction of the following Project:

**Hurricane Florence Damage Repairs – Jack Smith Creek
TRC PN: 495393.0001.0000**

Bids for the construction of the Project will be received at the City of New Bern Public Works Department located at 1004 S. Glenburnie Road, April 30th at 1:00 pm local time. At that time the Bids received will be publicly opened and read.

The public bid opening shall also be made available through online video conference. Access to the online video conference shall be made available to all plan holders at least 24 hours prior to opening of bids.

The Project includes the following Work:

This project generally involves the repair of previously identified, Hurricane Florence related damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, dewatering, backfill of eroded areas, slope regrading, pipe replacements, and stabilization.

Bids are requested for the following Contract: **Hurricane Florence Damage Repairs – Jack Smith Drainage Basin**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.trccompanies.com/knowledge/trc-construction-planroom/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Draper Aden Associates – A TRC Company
114 Edinburgh South Drive, Suite 200, Cary, NC 27511**

Bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible

for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor. The project will be funded in whole/part using FEMA funds provided by the U.S. Department of Homeland Security. All Federal laws and regulations will apply to use of FEMA funds.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference

Pre-bid conference attendance is not required. A pre-bid conference is scheduled April 17th at 2:00 PM at the City of New Bern Public Works Department, located at 1004 S. Glenburnie. The pre-bid meeting will also be available virtually, through Microsoft Teams. Access to the online video conference shall be made available to all interested parties at least 24 hours prior to the scheduled meeting. Interested parties are required to contact Luke Baker by email at lbaker@trccompanies.com to request the conference link.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of New Bern
By: George Chiles
Title: Director of Public Works
Date: March 25, 2024



ADDENDUM No. 1
City of New Bern
Hurricane Florence Damage Repairs – Jack Smith Creek Basin

Bidders on this Project are hereby notified that this Addendum shall be attached to and made part of the Contract Documents dated March 25th, 2024.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified date, shall be based on the additions and revisions listed herein.

Acknowledge receipt of the Addendum by checking its number on the appropriate page of the bid form. Failure to do so may subject the bidder to disqualification.

Clarifications/Changes/Additions to Documents:

1. Scales on some sheets are inaccurately noted in the title block. The scales on the following plan sheets will be amended with the Released for Construction documents, and these scales should be used for pricing:
 - a. Sheet C3.11 Scale is corrected to 1"=10'
 - b. Sheet C3.22 Scale is corrected to 1"=10'
 - c. Sheet C3.25 Scale is corrected to 1"=20'
 - d. Sheet C3.33 Scale is corrected to 1"=20'
 - e. Sheet C3.34 Scale is corrected to 1"=20'
2. In all cases of pipe replacements and repairs, Contractor shall verify field dimensions, materials, and sizing prior to ordering materials.
3. C3.22. In the drawing the RCP is labeled as 48", but in the damage report table it is labeled as 54".
 - a. **Following site survey, the culvert was identified as a 48" RCP. Contractor shall assume 48" RCP for pricing.**
4. Sheet C3.29. Labeled RCP in drawing as 15", but the table labels it 18".
 - a. **Following site survey, the culvert was identified as a 15" RCP. Contractor shall assume 15" RCP for pricing.**
5. Sheet C3.37. Drawings calls out 18" RCP; Table calls for 15" RCP.
 - a. **Contractor shall verify pipe diameter prior to ordering materials. Contractor shall assume the pipe is an 18" RCP for pricing.**

6. Sheet C3.46. The Drawing calls out 208 LF of 18" RCP, but the table says approximately 196 LF.
 - a. **Contractor shall assume replacement of the 208 feet listed in the drawings for pricing.**
7. Prebid meeting minutes, attendee list, and question responses are attached.

The last day for questions is April 25, 2024 at 5:00 PM.



A handwritten signature in black ink, appearing to read "Ian Spurlock".

Digitally signed by Ian U
Spurlock
Date: 2024.04.24
14:18:05-04'00'

This item has been digitally signed and sealed by Ian Spurlock, PE on the date shown next to the signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

END OF ADDENDUM #1

Attachments:

Prebid Meeting Minutes – April 17th 2024



Minutes

Hurricane Florence Damage Repairs – Jack Smith Creek Prebid Meeting

April 17, 2024 at 2:00 PM

Attendees: See Sign In Sheet

I. Introduction

- A. City of New Bern - Owner
- B. TRC – Engineer

II. Project History

- A. This project is related to the repair of previously identified, Hurricane Florence related damages.
- B. Interested bidders are advised that approximately 2 other projects will be issued for bid in the coming months and to regularly check the City's procurement website if interested.

III. Important Dates and Information

- A. Bid date – April 30, 2024 at 1:00 PM
 - B. Bids can be hand delivered or mailed to:
 - City of New Bern
 - Attn: George Chiles
 - 1004 S. Glenburnie Road
 - New Bern, NC 28652
 - CNB Contract: 2024146
 - C. Parties who wish to attend the public bid opening can meet at the above address to watch the bid opening. A Microsoft Teams link for the public bid opening will be provided a minimum of 24 hours prior to bid opening for those that prefer to attend virtually.
 - D. Parties who wish to mail bid packages are encouraged to provide ample time for delivery. Bids that arrive after the bid date and time will not be accepted.
 - E. Bid packages are required to include
 - i. Required Bid Security; in an amount of 5% of the total price bid in the form of a bid bond
 - ii. List of Proposed Subcontractors
 - iii. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids
 - iv. Required Bidder Qualification Statement with supporting data
 - v. General Provisions and Byrd Anti-Lobbying Certification
 - vi. E-Verify Affidavit
 - vii. Anti-Collusion Affidavit
 - viii. MBE / HUB Documentation
 - ix. Receipt of Addenda.
 - x. Bid must include price for all line items, or \$0 price.
-

xi. Bid must be signed.

F. The project will be awarded to the lowest bidder based upon the total base bid price.

G. Substantial completion - 120 days from Notice to Proceed. Final completion – 150 days from Notice to Proceed. Liquidated damages - \$500 per day.

IV. Project Information

A. There are no working hour restrictions.

B. Workdays are only limited by City holidays, or if inspectors or debris monitors are not available.

C. Plans and specifications are available for free from the TRC procurement site listed in the advertisement for bids.

D. An addendum will be issued containing minutes from this meeting and responses to any questions. This addendum will also include clarifications to the construction drawing scales, and a damage summary table.

E. Late: Last day for questions is April 25th at 5 pm.

V. Project Description

A. The project site is located throughout the Jack Smith Creek Drainage Basin.

i. Work is generally described as the repair of previously identified damages within existing stormwater conveyance channels, ditches, pipes, and wetlands. Work includes installation of temporary access, erosion and sediment control, traffic control, backfill of eroded areas, slope regrading, and stabilization. All debris must be disposed of at the Tuscarora Landfill.

ii. Work may also include debris and sediment removal identified for removal at the time of the work. The contractor shall coordinate with the Owner or Engineer to authorize debris removal prior to execution.

B. Reimbursement Procedure

i. Quantities for the work have been identified in the FEMA Scope of Work and Damage Table. Reimbursement for each completed site will be based upon the quantities provided in those documents. Quantities that exceed the quantity noted in the damage table without prior authorization will not be considered.

C. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to Hurricane Florence. Documentation of borrow sources utilized is required at closeout.

D. There are no restrictions to the order in which repairs can be performed.

E. ESC measures must be in place prior to land disturbing and must remain in place and functional until they have been released by the ESC Inspector.

i. Contractor shall install pump around and dewater as necessary to comply with all environmental permits. Work below the ordinary high water mark shall occur in the dry.

F. Areas are generally combined by geographic location or access constraints.

April 17, 2024

- i. A single area may contain multiple subareas and types of repairs.
 - ii. An estimate of borrow soils or riprap required are provided as Appendix 1.
 - G. Contractor shall be responsible for all necessary traffic control.
 - H. Environmental Restrictions
 - i. Contractor shall comply with all requirements of environmental permits and authorities having jurisdiction. General conditions for USACE and Buffer Authorizations are included in the appendices.
 - ii. Clearing in Neuse River Buffers
 - 1. Contractor shall assume in pricing that removal of any trees larger than 5" Diameter at Breast Height (DBH) within 30 feet of the top of bank (Neuse River Riparian Buffer Zone 1) shall be replanted with three 2" DBH native hardwood trees for each tree removed.
 - 2. Sites: 1-16A and B, 1-17, 1-20, 1-42A and B.
 - iii. Tree Removal
 - 1. Tree removal shall not be performed during the following windows due to requirements from USFWS:
 - a. December 15th to February 15th
 - b. May 15th to July 15th
 - iv. Culvert replacements
 - 1. Where culverts 36 inches inner diameter and larger are noted for replacement, contractor shall engage a qualified biologist to make a determination on evidence of bat use. Report shall be provided to engineer as an informational submittal.
 - I. Bidders are reminded that this is a project within the public's eye. Work will be occurring in people's backyards and are advised to behave accordingly.

VI. Questions

None.

ATTENDANCE SIGN-UP SHEET

MEETING: Prebid Meeting

PROJECT NAME: City of New Bern Hurricane Florence Damage Repai

DATE: April 17, 2024 TIME: 2:00 PM

PLACE: Public Works Building PN: 495393 PAGE: 1

	NAME	COMPANY/ORGANIZATION	EMAIL	PHONE
1	George Chiles	City of New Bern	chilesq@newbernnc.gov	252-639-7500
2	Avery Smith	City of New Bern	smitha@newbernnc.gov	252-639-7501
3	David Fishel	City of New Bern	fishel.david@newbernnc.gov	252-639-7522
4	Luke Baker	TRC	lbaker@trccompanies.com	919-582-7288
5	Ian Spurlock	TRC	ispurlock@trccompanies.com	919-827-0864
5	Danny Meadows	TRC	dmeadows@trccompanies.com	252-349-6675
6	Don Williamson	Dirtworks Grading	dwilliamson@dirtworksgrading.com	252-671-9256
7	Brian Chandler	Waters Contracting	brianc@waterscontracting.net	252-725-2841
8	Spencer Avolis	Avolis Landworks, LLC	avolislandworksllc@gmail.com	252-639-1225
9	John Riggle	Trader Construction	jriggle@traderconstruction.com	252-626-7791
10	David Britt	TRC	dbritt@trccompanies.com	919-763-2295
11				
13				
14				



AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Authorizing the Execution of a Contract with VHB, Inc. for the 2050 Metropolitan Transportation Plan for the New Bern Area MPO.

Date of Meeting: 5/14/2024	Ward # if applicable: N/A
Department: MPO/Development Services	Person Submitting Item: Deanna Trebil, MPO Administrator
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern, on behalf of the New Bern Area Metropolitan Planning Organization (NBAMPO), is the lead planning agency who has the legal authority to enter into contracts on the MPO's behalf and serves as its fiscal agent. The Grant Agreement with NCDOT, to receive such funds. The New Bern Area MPO is federally required to update the Metropolitan Transportation Plan (MTP) (also known as a Long-Range Plan) every five years. This plan identifies projects needed to support the growth and development of the region over the next 25 years for all modes of transportation. The last MTP was adopted in March 2021 which would require a new plan to be adopted by March 2026. Three firms responded to the Request for Qualifications (RFQ) for the 2050 MTP. VHB Engineering NC, P.C. was the highest rank from a Selection Committee comprised of members from the MPO, NCDOT, Craven County Planning and Development, and New Bern Development Services.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Resolution, Memo, Contract
Is item time sensitive? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Cost of Agenda Item: \$8,044.60 local match share for the City of New Bern
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:



MEMORANDUM

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen

FROM: Deanna Trebil, New Bern Area MPO Administrator

DATE: May 2, 2024

SUBJECT: Consider Adopting a Resolution Authorizing the Execution of a Contract with VHB, Inc. for the 2050 Metropolitan Transportation Plan for the New Bern Area MPO.

The City of New Bern is the lead planning agency for the New Bern Area MPO and has the legal authority to enter into contracts on the MPO's behalf and serves as its fiscal agent.

The New Bern Area MPO is federally required to update the Metropolitan Transportation Plan (MTP) (also known as a Long-Range Plan) every five years. This plan identifies projects needed to support the growth and development of the region over the next 25 years for all modes of transportation. The last MTP was adopted in March 2021 which would require a new plan to be adopted by March 2026.

These types of plans typically require at least twelve months to complete and cost on average around \$125,000. Funding for this initiative is funded 80% by PL104 funds and 20% by member agencies and would be split between two fiscal years.

You may recall that staff discussed a funding strategy with the Board of Alderman during their September 12, 2023, meeting. This strategy included utilizing unobligated FY23 combined with FY24 and FY25 funding.

The FY 23 unobligated PL104 funding in the amount of \$58,000 requires a local match of \$14,500 for a total funding amount of \$72,500. The Transportation Advisory Committee supports using FY23 funding and each member agency has agreed to fund their pro rata

share as shown below:

Agency	Cost Share
New Bern	\$8,044.60
Bridgeton	\$121.80
Trent Woods	\$1,180.30
River Bend	\$861.30
Craven County	\$4,292.00

The remaining funds would be spent between two fiscal years as funds allow. The FY24 budget is \$33,600 and no additional funding is needed. The remaining balance has been budgeted in FY25 and will be encumbered as funding becomes available.

The MPO advertised a Request for Qualifications (RFQ) for the 2050 Metropolitan Transportation Plan on February 7, 2024. We received three responses – Kimley-Horn and Associates, VHB Engineering NC, P.C., and Kittelson and Associates. A Selection Committee comprised of members from the MPO, NCDOT, Craven County Planning and Development, and New Bern Development Services independently reviewed each firm's responses based on the evaluative criteria in the RFQ ahead of a meeting on March 21, 2024. After much discussion, the Selection Committee ranked VHB as their first selection, followed by Kimley-Horn and Kittelson as last.

Staff worked with VHB Engineering NC, P.C. to develop a scope of work and contract attached for the Board's consideration. The Board is asked to consider adopting a Resolution to Authorize the Mayor or His Designee to execute a contract with VHB Engineering NC, P.C. for the 2050 Metropolitan Transportation Plan in the amount of \$106,000.

If you have any questions or need additional information, please contact Deanna Trebil at 252-639-7592.

RESOLUTION

THAT WHEREAS, a Request for Qualifications ("RFQ") for the 2050 Metropolitan Transportation Plan was publicly advertised on February 7, 2024, and proposals were received on March 21, 2024; and

WHEREAS, pursuant to the Brooks Act (23 CFR §172.7), the RFQ contained evaluative criteria for each firm to demonstrate competence and qualifications and that evaluative criteria was then used to rank each firm; and

WHEREAS, three (3) submittals were received and independently reviewed and scored by a selection committee comprised of members from the MPO, NCDOT, Craven County, and the City of New Bern to assist in short-listing the number of firms; and

WHEREAS, the selection committee then met to discuss the list of short-listed firms resulting in the unanimous decision to rank the firms as follows:

1. VHB Engineering NC, P.C.
2. Kimley-Horn and Associates
3. Kittelson and Associates

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-ranking firm, VHB Engineering NC, P.C., for the 2050 Metropolitan Transportation Plan.

ADOPTED THIS 14th DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____ 2024, by and between the City of New Bern, a North Carolina municipal corporation, hereinafter referred to as the "CITY", and VHB Engineering NC, P.C. hereinafter referred to as the "CONSULTANT" for the **2050 Metropolitan Transportation Plan for the New Bern Area MPO.**

W I T N E S S E T H

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" – Scope of Work 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.
3. Compensation to Consultant. The CITY hereby agrees to pay to CONSULTANT the amount not to exceed one hundred six thousand one hundred dollars (\$106,100) for services as provided herein. Invoices should be submitted monthly based on the percentage of work completed per task as stipulated in Exhibit 1 – Scope of Work. Payment will be made within 30 days after receipt of an approved invoice. Remaining expenditures will be encumbered in FY25 as funding becomes available. 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.
4. Termination. CITY shall have the right to terminate this Agreement as stated in Exhibit C – Federal Contract Provisions.
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 the professional standard of care 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 to the extent proximately caused by, the fault of CONSULTANT as defined in N.C.G.S. 22B-1(f)(7) (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.

9. Representatives of the Parties. Lori Colon, Purchasing 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:

Lori Colon, Purchasing & Warehouse Manager
City of New Bern
P.O. Box 1129
New Bern, NC 28563

Ms. Candice Andre 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:

VHB Engineering NC, P.C.
940 Main Campus Drive
Raleigh, NC 2766

10. Federal Contract Provisions. This project is funded in part with federal funds. The CONSULTANT and all subcontracts must include the federal contract provisions as stated in Exhibit C – Federal Contract Provisions.

11. 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.

12. 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.
 1. 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.

2. 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.
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.

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.).

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

13. 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.

14. 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.

15. 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.

16. 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.

As stipulated in 23 CFR 1.33: No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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:

Foster Hughes, 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____.

Kimberly Ostrom, Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, _____, a Notary Public in said State and County, certify that Foster Hughes 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 _____, 2024.

[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 _____, 2024.

Notary Public

My Commission Expires:

[SEAL]

Notice to Proceed

TO: **VHB Engineering NC, P.C.**
Attn: Candice Andre
940 Main Campus Drive
Raleigh, NC 27606

PROJECT DESCRIPTION: RFQ- NBAMPO 2050 Metropolitan Transportation Plan

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED _____ ON _____ OR BEFORE _____ AND TO COMPLETE THE WORK WITHIN **TWELVE (12) MONTHS** CONSECUTIVE CALENDAR DAYS THEREAFTER ON OR BEFORE _____.

CITY OF NEW BERN

BY: _____
Foster Hughes, City Manager

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS
HEREBY ACKNOWLEDGED BY:

BY: _____
Signature

TITLE: _____

DATE: _____

EXHIBIT A – SCOPE OF WORK.)

(Insert after Firm has been Selected)

- New Bern Area Metropolitan Planning Organization
 - Metropolitan Transportation Plan Update (2050)
 - Scope of Services
 - April 9, 2024 (revised April 30, 2024)

The New Bern Area Metropolitan Planning Organization (NBAMPO) adopted its current Metropolitan Transportation Plan (MTP) in March 2021 and, therefore, per 23 CFR §450.324, must adopt an updated MTP by March 2026. The updated MTP will include both long- and short-range strategies and actions providing for the development of an integrated multimodal transportation system to facilitate the safe and effective movement of people and goods through the year 2050. VHB Engineering NC, P.C. (VHB) will provide services for the development of the 2050 MTP.

This scope of services represents the current assessment of the effort needed by VHB to develop the NBAMPO 2050 MTP. VHB will be preparing the NBAMPO's Transportation Safety Action Plan (TSAP) concurrently with the MTP update under a separate contract with NCDOT. Preparing these plans concurrently provides an opportunity for each to influence one another and for the project teams to work with NCDOT and the NBAMPO on directing future processes for long-range and safety planning. The project teams will continuously work throughout both planning processes to reduce duplicative efforts, present information to external stakeholders at the same time when possible, and facilitate a comprehensive community outreach strategy that includes both plans.

The services detailed herein are anticipated to be provide within a 12-month schedule under a lump sum contract with the NBAMPO. There is flexibility to modify the scope of services if mutually agreed upon in advance by the NBAMPO and VHB in writing, with additional services falling outside the overall project budget requiring additional compensation. This scope assumes one round of review and revision for each deliverable.

A. Task 1: Project Initiation

VHB will conduct a virtual project kickoff meeting with NBAMPO staff and NCDOT Traffic Safety Unit representatives to ensure scopes for both planning processes are aligned and discuss project schedule and deliverables. VHB will also conduct a combined kickoff meeting with the Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC) to provide background information on the project objectives and schedule, and gather initial input from members of these committees.

Client Responsibilities

- Provide dates for kick-off meetings.
- Review meeting materials.

VHB Deliverables

- Meeting presentations.
- Meeting summaries.
- Final scope and schedule.

B. Task 2: Establish Goals, Objectives and Performance Measures

The goals and objectives are the primary factors that influence the development of the NBAMPO 2050 MTP. VHB will lead a collaborative effort, involving the NBAMPO and its member agencies, as well as key stakeholders, to review existing goals and objectives, along with performance measures and associated targets used to expressed them in the 2045 MTP. The team will document the revision and include updated goals and objectives in the 2050 MTP, which will guide the development of alternatives and scenarios to be evaluated and the recommendations included in the plan.

Performance measures will be developed to express the goals and objectives of the 2050 MTP. These will be developed in collaboration with the NBAMPO and potential areas of focus include assessments of mobility; the extent and quality of transportation service, regardless of mode; immediate and long-term impacts on sustainability, energy consumption, economic development potential, habitat preservation, community cohesiveness, air quality, safety, cost of living, and other “quality of life” issues. Other important objectives that may be addressed by performance measures include access to education, health care, and employment (or employees).

VHB will ensure that criteria used in developing the 2050 MTP are consistent with the quantitative, performance-based approach incorporated into the NCDOT Strategic Prioritization procedures. This evolving process determines priorities for funding and programming transportation projects statewide, so it is critical that the recommendations resulting from this MTP update are competitive with projects from other regions. One round of revisions to the draft document is assumed in this scope.

Client Responsibilities

- Review and approve goals, objectives and performance measures.

VHB Deliverables

- Draft documentation of study goals, objectives, and performance measures.
- Final documentation of study goals, objectives, and performance measures incorporating NBAMPO comments.

C. Task 3: Inventory & Assess Existing Transportation Conditions

1.0 Collect & Compile Data

VHB will review relevant existing land use, development and transportation plans and document state assumptions and planning transportation improvements. This includes NBAMPO’s and adjacent MPO’s existing MTPs; other long-range transportation plans; bicycle, pedestrian or greenway plans; land use plans; and proposed major development plans.

VHB anticipates that most of the data for this study will be compiled from existing sources, and that minimal new data collection will be required. Any new data collection will be focused on critical locations undergoing rapid change, or where necessary data is not available. The project team will coordinate with the NBAMPO on the potential for expansion of the MPO’s planning area boundary based on demographics and transportation conditions. The following data will be reviewed and analyzed:

- a. Relevant crash statistics. The team will identify and discuss options for the NBAMPO area’s “top ten” hazardous locations. Data from the TSAP will be incorporated.
- b. Area-specific recommendations included in statewide transportation plans, such as the North Carolina Statewide Multimodal Freight Plan (2023) to identify major generators of truck trips and freight-evaluate related accessibility issues.

- c. Available data provided by NBAMPO and NCDOT related to the existing operation and conditions of the transportation network within and surrounding the MPO area.
- d. Available characteristics of current roadway, bicycle, pedestrian, rail, transit, airport and freight systems serving the study area.

Most of this information will be obtained via GIS, aerial photography, or other existing sources; no field surveys are anticipated for the level of precision required in this study. However, VHB will validate key existing transportation system conditions through field visits, noting any existing conditions that degrade the operation and function of the existing system, such as congestion bottlenecks, access constraints, and areas lacking system connectivity. Safety data collected under the TSAP effort will be referenced.

VHB will review available strategic plans, Transit Asset Management plans, and performance targets for Craven Area Rural Transportation System (CARTS) and coordinate with CARTS to understand the historic trends, assumptions and projections incorporated into its future vision. These same metrics will be used to evaluate alternatives as part of the MTP development process. This will help to link transit investment priorities included in the MTP to the performance-based transit planning required by the FAST Act. The project team will coordinate with the NBAMPO's team that is conducting a microtransit feasibility analysis. Information from this microtransit study will be incorporated into the MTP update, as practicable. One round of revisions to the draft document is assumed in this scope.

Client Responsibilities

- Provide base year peak period traffic volumes, including documentation of methodology and results.
- Provide existing transportation network, including relevant geometric and operational attributes.
- Review methodologies and provide feedback/approval of plan summaries.

VHB Deliverables

- Summary of relevant recommendations from reviewed/studied plans, indicating progress and validity.
- Mapping of the following existing networks: roadway; transit routes and facilities; and bicycle and pedestrian facilities.
- Summary and analysis of "top ten" hazardous locations based on most recent five (5) years of available crash data and additional information from the TSAP effort.
- Draft summary of existing conditions across land use, plans, transportation networks, and hazards.
- Final summary of existing conditions across land use, plans, transportation networks, and hazards incorporating NBAMPO comments.

2.0 Inventory Critical Environmental & Community Features

VHB will incorporate updates of the environmental screening into the MTP. This scope assumes that the majority of environmental and community features will be compiled by the NBAMPO as part of the ICE efforts. VHB will review the updated maps to ensure inclusion of significant cultural and historic sites; concentrations of vulnerable social groups; prime farmlands and voluntary agricultural districts; water supply watersheds; wetlands; wildlife habitats; hazardous waste sites and other potentially significant natural and man-made features. This screening effort will guide the generation and evaluation of alternatives to minimize disruptive impacts and avoid potential "showstoppers" for transportation recommendations.

Client Responsibilities

- Provide input on known or potentially sensitive areas/resources.
- Provide locally-available base mapping and GIS datasets.
- Provide updated maps from the ICE effort.

VHB Deliverables

- Review of mapping and narrative of critical environmental and cultural resources or constraints.
- Digital version of ArcGIS map package with related datasets (to be delivered upon project completion), if the ICE effort needs to be enhanced.

3.0 Complete Deficiency Analysis

VHB will use the collected data and observations to analyze the existing conditions of the NBAMPO's transportation system and its ability to serve current travel demand. This assessment will summarize the current performance of the transportation systems for all modes, gauging the systems' operation and function compared to the performance measures established in Task 2, which will identify deficiencies at a level of detail appropriate for long-range systems planning. Identifying capacity bottlenecks and access constraints will be a priority, and freight/goods movement will also be considered. One round of revisions to the draft document is assumed in this scope.

Client Responsibilities

- Provide data and inputs for analysis.

VHB Deliverables

- Draft and Final summary assessing performance of existing systems (deficiency analysis) in narrative, table or diagram formats, with respect to systemic issues in:
 - Traffic.
 - Safety.
 - Pedestrian and bicycle connectivity.
 - Transit service.
 - Freight movement.

D. Task 4: Review and Validate Base Year and Future Year Travel Model

This scope assumes that the project team will use the 2050 model recently completed by NCDOT. VHB will work with the NBAMPO and NCDOT to review the 2024 base year and 2050 future year model for the purposes of this MTP. This model will be validated using the current ACS data and Replica data for traffic patterns. The project team will not recalibrate the model. This model will be used for understanding transportation conditions and deficiency analysis for identifying the projects for the MTP.

Client Responsibilities

- Provide most recent travel model.
- Provide known and anticipated land use changes.
- Review base and future year model.

VHB Deliverables

- Validate the base and future year model against available existing data.

E. Task 5: Forecast & Evaluate Future Transportation Impacts and Assess Future Transportation Conditions (Deficiency Analysis)

VHB will identify significant changes between assumptions in the NBAMPO's previous MTP and new forecasts based on updated socio-economic inputs, the NBAMPO model, and the goals, objectives and

performance measures established in Task 2. VHB will rely on stakeholder inputs, travel model results, current and historical data, and the identified performance measures to identify and quantify deficiencies in the future transportation system. This assessment will consider all modes, both individually and as an integrated whole.

Baseline future deficiencies will be based on a “Existing Plus Committed” (E+C) transportation network that includes both the existing multimodal system within the NBAMPO area and the projects that are committed for completion prior to 2050. This network will be evaluated for accessibility, safety and mobility deficiencies by mode, using the performance measures identified in Task 2, focusing on changes that would affect previous recommendations. Like Task 3, this will lead to the identification of future capacity bottlenecks, access constraints, and freight/goods movements deficiencies. It will also consider gaps and discontinuities in the bicycle, pedestrian, and transit networks.

Client Responsibilities

- Provide known and anticipated future year transportation system projects and conditions.

VHB Deliverables

- E+C transportation network, reflecting known or anticipated network modifications.
- Forecasts of future year traffic volumes on E+C network, including methodology, and results.
- Performance summary of E+C network (deficiency analysis) in narrative, table or diagram formats, with respect to systemic issues in:
 - traffic
 - safety
 - pedestrian and bicycle connectivity
 - transit and microtransit service
 - freight movement

F. Task 6: Develop Recommended Transportation Improvements

VHB will work closely with NBAMPO staff and TSAP team to develop potential transportation improvements addressing the existing and anticipated deficiencies identified that accomplish the goals of the Plan, both in the short term and the long term. The starting point of this effort will be the existing adopted 2045 MTP and Craven County CTP, along with the most recent STIP, as well as relevant land use, transit, pedestrian, bicycle, and other plans reviewed. All modes will be incorporated in the generation and evaluation of potential transportation improvements, and land use assumptions will play an integral role. Consideration will be given to expanding roadway capacity and connectivity; advanced traffic control; access management; transit improvements; bicycle and pedestrian facilities; ridesharing and traffic demand management (TDM); first/last mile solutions, freight accommodation; infrastructure management and maintenance; system continuity; and inter-modal connections. The team will facilitate a design workshop with the NBAMPO, TSAP team, and other stakeholders to brainstorm potential transportation improvements. This scope assumes there will be minimal improvement projects from the 2045 MTP that will be carried forward.

The NBAMPO model will play a key role in helping evaluate alternative solutions, especially for highway projects. Improvement alternatives will be evaluated with respect to the performance measures established to achieve the community’s goals and objectives for the 2050 MTP. Trade-offs associated with each proposal will be expressed as clearly and objectively as possible. Replica will be used on up to three transportation improvements to assess different land use scenarios. Our goal is to objectively

quantify the trade-offs and to recognize and eliminate any unintended bias so that the desires of the community are fairly and accurately represented. VHB will develop a process for efficient planning-level screening of alternative plans and projects for impacts on the social, cultural, and natural environments. This knowledge will help shape more effective strategies by identifying sensitive where disruptions must be avoided or mitigated, as well as under-served communities requiring special attention.

VHB will identify planning-level concepts of improvement alternatives, including typical cross-sections for transportation improvements. Alternatives will also be evaluated with respect to cost, potential risk, and the current NCDOT Strategic Prioritization procedures to help determine their potential competitiveness for state funding.

Client Responsibilities

- Provide any candidate project concepts to be evaluated.
- Facilitate the development of planning-level estimates of anticipated costs.

VHB Deliverables

- Planning-level concepts for improvement alternatives, including typical cross-sections and plan-level sketches.
- Narrative and graphic descriptions of candidate projects, including:
 - summary of the problem and need that the candidate project addresses.
 - potential performance-based measures of effectiveness (MOEs)
 - projects/strategies to improve the resilience and reliability of the transportation system and enhance travel and tourism as per the FAST Act requirements.
 - GIS-level alternatives screening.

G. Task 7: Develop Financially Feasible Alternative

VHB will develop a Financially Feasible Alternative for the 2050 MTP including the interim years 2030 and 2040. This will entail estimating the likely funding that will be available for implementing new projects, programs and services through 2050 and identifying the improvements that can be accomplished with the funding anticipated over the life of the plan.

In addition to long-term fiscal projections for the year 2050, short-term and mid-term revenue forecasts will be prepared for the years 2030 and 2040, respectively. Revenue forecasts will be provided by individual funding categories, including highway, bicycle and pedestrian, transit, freight and intermodal sources. If available from local agencies, matching local grants, special dedicated funds, and internally generated revenues will also be addressed. The project team will indicate potential federal funding opportunities and MTP projects that may be competitive for federal funding.

VHB will work closely with NBAMPO, NCDOT, and FHWA/FTA in developing forecasts of alternative revenue sources and financing strategies, to ensure that all assumptions and methodologies are acceptable. The VHB team will coordinate with NBAMPO to determine the best uses for local matching funds.

Client Responsibilities

- Provide guidance regarding local project cost history or any special considerations, such as right-of-way.
- Provide revenue inputs for proposed projects.

VHB Deliverables

- Documentation of Financially Feasible Plan, including a narrative of assumptions, results, and sensitivities.
- Table of planning-level probable costs by key components.

H. Task 8: Develop Draft MTP and Implementation Strategy

VHB will combine the results of previous tasks, while also coordinating with the NBAMPO to develop a draft plan that achieves the goals and objectives established for the 2050 MTP. The draft plan will meet all Federal and State requirements, address feedback received during FHWA's Planning Review (August 2023) of the MPO, and will provide a framework for achieving a multimodal transportation system that will serve future needs of the NBAMPO area. VHB will develop a list of improvement projects by target year including extent of the project, type of improvement, cost, mode and benefit of the project.

VHB will analyze projects with respect to NCDOT's Strategic Prioritization process. Safety enhancements, economic impacts, travel time improvements, and cost-effectiveness are key variables in the current methodology. To help manage and minimize risk to project implementation, VHB will also be sensitive to uncertainties in the planning process. This information will be compiled into Project Cut Sheets that will be included in the MTP appendix.

VHB will coordinate with the NBAMPO to create infographics and deliverables that are interactive for the end user. VHB will create a high-level electronic story map version of the updated MTP for posting on the NBAMPO's website. The project team will host a meeting with the NBAMPO staff and VHB Applied Technology team to review options for interactive deliverables. Final deliverables will be in a format that can be updated in the future by the NBAMPO staff.

The project team will work with the TSAP team and NBAMPO staff to create a theme that is consistent across the MTP update and TSAP. Up to three theme options will be presented to the TCC/TAC for final selection.

Client Responsibilities

- Provide feedback on deliverables.

VHB Deliverables

- Draft theme options for MTP Update and TSAP.
- Draft MTP Update, in Microsoft Word format.
- Draft Transportation Plan by target year, including assessment of prioritization factors.
- Draft Story Map of MTP Update.

I. Task 9: Public Engagement

The VHB team will create a plan to engage the public throughout the duration of the MTP update. This plan will incorporate the TSAP effort to request comprehensive engagement on NBAMPO planning efforts rather than individual plans. Outreach for the plans will be scheduled together unless there is an extenuating circumstance. VHB will create a graphic demonstrating the MTP Update and TSAP efforts progressing concurrently, purpose of each, combined opportunities for input, and final deliverables. While public engagement plans are dynamic and shift with the needs of the community, VHB proposes the strategies at a minimum:

- Tabling at five (5) public events: VHB will provide tables, materials, activities, and any other relevant supplies to engage the public at a table set up during public events. VHB will summarize

findings from the tabling interactions and include them in the existing conditions report. This scope assumes one tabling event in each municipality (Bridgeton, New Bern, River Bend, and Trent Woods) and Craven County.

- “Meeting in a box”: VHB will prepare public meeting material that can be used by the NBAMPO for other tabling events that the NBAMPO or municipalities will staff.
- Online survey: VHB will develop an online survey to be hosted on the NBAMPO website. This survey will inform the existing conditions analysis and transportation recommendations for both the MTP update and TSAP.
- Virtual project space: VHB will create a virtual project space/meeting room where interested parties can visit on-line at their convenience to review information on both the MTP Update and TSAP. This space will be hosted on the NBAMPO’s website during the planning process.
- Social Media Content: VHB will provide narrative and graphics that can be used on the NBAMPO’s website and social media platforms. This scope assumes that the Town will post and circulate the social media content.
- Formal public meeting: VHB will work with the NBAMPO to schedule one (1) final Public Meeting to present the draft 2050 MTP and solicit feedback. This meeting will be consistent with the overall NBAMPO Public Involvement Plan, dated 2023. VHB will develop meeting materials including presentation materials, discussion questions, worksheets for participant comments, and instructions for meeting facilitators. This scope assumes four (4) VHB staff will conduct this meeting and the NBAMPO will organize the facility logistics. This public meeting will be held during evening hours, with a virtual meeting, containing the same content, hosted during mid-day hours.

All public engagement efforts and feedback will be summarized and included in the Appendix of the MTP update.

Client Responsibilities

- Coordinate workshop and meeting room logistics.
- Publicize workshop via NBAMPO and/or municipal social media accounts, websites, and print.
- Printing support for publications, advertisements, and “meeting in a box” materials.
- Staff assistance for meetings.
- Summarize participant feedback for events not attended by the project team.

VHB Deliverables

- Meeting materials, including:
 - presentation materials.
 - discussion questions.
 - worksheets for participant comments.
 - instructions for meeting facilitators.
- Survey
- Virtual project space

J. Task 10: Finalize MTP

Incorporating feedback from the NBAMPO and public, the VHB team will prepare the final version of the 2050 MTP document. The 2050 MTP will be a concise, easy-to-read and high-quality graphic document in compliance with federally-mandated planning factors and requirements.

This task will culminate in the endorsement of the 2050 MTP by the NBAMPO TCC and TAC by March 2025 (consistent with the TSAP process). VHB will present the 2050 MTP to the NBAMPO TCC and TAC, explaining the plan development process and summarizing the 2050 MTP recommendations.

Client Responsibilities

- Provide feedback and approval of final plan.
- Provide feedback and approval of presentation.

VHB Deliverables

- Final MTP Report, including Executive Summary and Implementation Plan, in PDF and Microsoft Word formats.
- Update to draft story map.
- Final presentation, in Microsoft PowerPoint format, to be delivered to TCC and TAC for approval.

K. Task 11: ICE Update

The NBAMPO staff is updating the ICE products that will be included in the Appendix of the MTP Update. This scope assumes some support from the VHB team on Products 3 and 4, as requested by the NBAMPO.

Client Responsibilities

- Prepare and finalize ICE products (1-4).

VHB Deliverables

- Support preparation of Products 3 and 4.

L. Task 12: Project Management & Coordination

Coordination with the NBAMPO will include status of both the MTP Update and TSAP processes, as practicable. Project team status calls will be held as-needed during this phase between VHB and NBAMPO staff for a total of four (4) meetings. Two VHB staff members will participate in each meeting. VHB will also attend TAC (generally the fourth Thursday of every other month) and TCC (generally the second Thursday of every other month) meetings to present project information and request input. This scope assumes the VHB team (2 staff) will attend up to six (6) committee meetings.

Documentation of the TSAP and MTP update integration will be provided to the NBAMPO and NCDOT.

This scope assumes that the project team will be in regular communication with the NBAMPO, at least every other week, and more often as necessary. Project progress reports will be prepared and submitted to the NBAMPO with monthly invoices. This task assumes a 12-month project schedule for coordination meetings.

Client Responsibilities

- Coordinate TAC and TCC meeting schedule.

VHB Deliverables

- Meeting presentations and summaries of any discussions.
- Documentation of the TSAP and MTP update integration.

M. COMPENSATION

VHB will perform the Scope of Services contained herein under a lump sum contract, with a not-to-exceed amount of **\$124,721.08** as detailed below.

Scope Item	Estimated Fee	Funding Sources		
		WBS#	Contract#	NCDOT Description
Task 1	\$3,816.46	50341.1.16	7500025465	FY 23 Funding
Task 2	\$1,384.40	50341.1.16	7500025465	FY 23 Funding
Task 3	\$12,122.89	50341.1.16	7500025465	FY 23 Funding
Task 4	\$2,082.84	50341.1.16	7500025465	FY 23 Funding
Task 5	\$8,318.89	50341.1.16	7500025465	FY 23 Funding
Task 6a	\$3,555.64	50341.1.16	7500025465	FY 23 Funding
Task 6b	\$3,600.00	50902.1.1	7500025864	FY 24 Safe & Acc Transp Option
Task 6c	\$1,500.00	TBD – FY 25 Funding		FY 25 Safe & Acc Transp Option
Task 7	\$6,585.27	50341.1.16	7500025465	FY 23 Funding
Task 8	\$20,441.78	50341.1.16	7500025465	FY 23 Funding
Task 9a	\$14,191.83	50341.1.16	7500025465	FY 23 Funding
Task 9b	\$12,835.23	50853.1.16	7500025864	FY 24 Funding
Task 10	\$3,816.46	50853.1.16	7500025864	FY 24 Funding
Task 11	\$4,153.21	50853.1.16	7500025864	FY 24 Funding
Task 12a	\$9,195.10	50853.1.16	7500025864	FY 24 Funding
Task 12b	\$17,121.08	TBD – FY 25 Funding		FY 25 Funding
Total	\$124,721.08			

EXHIBIT B – Firm’s Response to RFQ

(Insert **after** Firm has been Selected)



March 8, 2024 | Statement of Qualifications
New Bern Area Metropolitan Planning Organization

RFQ # 2024124

NBAMPO

2050 Metropolitan Transportation Plan





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5.1

Introductory Letter



5.1 Introductory Letter

March 8, 2024

Deanna Trebil, Administrator and Title VI Coordinator
City of New Bern Development Services
303 First Street, New Bern, NC 28560

Dear Ms. Trebil,

The City of New Bern; the Towns of Bridgeton, River Bend, and Trent Woods; and portions of Craven County are communities full of rich history, natural beauty, and growth requiring an approach that includes efforts to support sustainable growth, enhance charm, and attract businesses, residents, and visitors. The New Bern Area Metropolitan Planning Organization (NBAMPO) 2050 Metropolitan Transportation Plan (MTP) will play a crucial role in the region's development and growth, setting the framework for future investments in transportation infrastructure by identifying necessary improvements for the area's roadways, bridges, transit and microtransit networks, bicycle and pedestrian facilities and paths, airports, and railways.

The VHB team will work closely with the NBAMPO to plan for optimal utilization of existing infrastructure, while preparing for future needs as the region grows and changes. We will prioritize projects and align funding for improvements based on our comprehensive analysis of the area's transportation needs. This includes considerations for safety, accessibility, equity, environmental impacts, and the overall efficiency of the transportation system. Like the planning process guidelines followed by the NBAMPO, VHB will be a **Continuing, Cooperative and Comprehensive ("3-C")** partner for this important project.

- » **Continuing.** We prepared the first NBAMPO MTP (2040) in February 2020 with adoption in March 2021. Working closely with NBAMPO and NCDOT staff, TCC, TAC, and the local communities, the VHB team regularly discussed goals, project prioritization, and community engagement strategies. Several integral team members from these efforts are proposed herein – with the ability to hit the ground running and provide insights from past efforts.
- » **Cooperative.** VHB's integrated services approach allows us to completely understand every aspect of developing the 2050 New Bern MTP, including sustainability, equity, tourism, and land use. By integrating our service offerings and establishing a dedicated, strategic project team, our understanding of the project will lead to context-driven, implementable, and innovative solutions. We will collaborate with the MPO and community stakeholders to develop community consensus that encompasses economic viability and identifies viable resources along the way.
- » **Comprehensive.** Our nationally recognized Safety Team, based in Raleigh, develops transportation policies promoting safety driven design solutions with proven successes throughout the state and across the nation, including work with the FHWA Office of Safety, the National Highway Traffic Safety Administration (NHTSA), and the Transportation Research Board (TRB). Having led and authored multiple FHWA guides for MPOs, VHB will incorporate these national best practices into our work with NBAMPO.

**VHB Engineering
NC, P.C. |
Incorporated in MA**
940 Main Campus
Drive, Raleigh, NC,
27606

Point of Contact:
Candice Andre,
AICP, LEED GA
candre@vhb.com
919.741.5346

**Smart Moves
Consulting, LLC |
Incorporated in NC**
3808 New Holland
Drive, Wilmington,
NC, 28412

Point of Contact:
**Adrienne
Harrington**
adrienne@smartmov
esconsulting.net
919.431.0949

**Goins Sweitzer
Engineers and
Consultants, PLLC
| Incorporated in NC**
1015 Bluebell Lane,
Wake Forest, NC,
27587

Point of Contact:
Christine Goins,
PE, CCM
cgoins@goins-
sweitzer.com
410.598.4601

The VHB team brings:

- ✓ Relevant MPO Experience
- ✓ Exceptional & Experienced Project Personnel
- ✓ Innovative Ideas Within Our Project Approach
- ✓ Proven Quality Assurance Plan
- ✓ MBE/WBE/HUB teaming partners

VHB Project Manager **Candice Andre, AICP, LEED GA**, brings a wealth of experience in transportation planning throughout North Carolina, including the S-Line planning study, RAISE grant preparation, and plans for local municipal MTPs and CTPs. Deputy Project Manager **Ian Pike, PE**, and the entire team, will support her to collaborate with NBAMPO communities throughout the project. The VHB team, which includes local small businesses **Smart Moves Consulting, LLC (DBE/WBE/SPSF)**, and **Goins Sweitzer Engineers and Consultants, PLLC (DBE/WBE/HUB/SPSF)**, will provide a roadmap to guide the region's transportation system development, maintenance, and improvements, which directly correlate to overall growth and quality of life. Our experience in the development of MTPs has taught us to carefully consider projects and strategies that support the economic vitality of the area; increase the accessibility, security, and safety of transportation systems; protect and enhance the environment while promoting energy conservation; enhance integration and connectivity of multimodal transportation; promote efficient operations management; and emphasize preservation of the existing transportation system.

VHB's relevant project experience, exceptionally qualified personnel, thoughtful and innovative project approach, and ambitious standards of quality assurance and control will meet and exceed the expectations of the NBAMPO in developing the 2050 MTP. We are committed to providing excellent service, planning, design, and technical support to the communities involved in this project and look forward to continuing to build on our trusted partnership with NBAMPO. If you have any questions regarding our proposal, please contact Project Manager Candice Andre (candre@vhb.com or 919.741.5346).

Sincerely,

VHB



Reggie Scales, Managing Director – Raleigh

5.1 Additional Requirements

- » There are no judgements against the proposer within the last five (5) years, or pending litigation, related to professional conduct or services.
- » VHB acknowledges Addenda 1, posted February 26, 2024.
- » There is no conflict of interest for the work.
- » VHB has reviewed the Contract vis a vis VHB's insurance policy solely for the purpose of ensuring that all contract provisions are insurable. VHB notes that Section 8 Indemnity may present insurability issues. VHB will accept the contract "as-is" if awarded, but we assume it is in the best interest of all parties to have a fully insurable contract, and we are hopeful that you will consider making minor edits if VHB is awarded a contract.

5.2

Team Qualifications

5.2 Team Qualifications



Scan the QR code or visit www.vhb.com/planning-in-north-carolina to learn how VHB partners with communities on long-range planning that supports safe and resilient transportation systems for people of all ages, abilities, and backgrounds.

VHB recognizes that local governments and transportation agencies play a vital role in the planning and future development of communities to address accessibility, mobility, and connectivity. Remaining future-focused prioritizes the needs and preferences of the community while considering the imminent impacts of population growth, technology, and climate change. Our team of experienced engineers and planners have a history of shaping transportation systems and community plans across North Carolina while working alongside agencies such as the United States Department of Transportation (USDOT), North Carolina Department of Transportation (NCDOT), Metropolitan Planning Organizations (MPOs), Regional Planning Organizations (RPOs) and local governments. Our planners, scientists, designers, and engineers play an integral role in community development as cities, towns, and counties design and strategize for their future.

In addition to VHB staff, our subconsultants bring specialized experience to the team to develop the NBAMPO 2050 MTP. **Smart Moves Consulting, LLC (DBE/WBE/SPSF)**, holds an unsurpassed knowledge of multimodal and microtransit planning across North Carolina and **Goins Sweitzer Engineers and Consultants, PLLC (DBE/WBE/HUB/SPSF)**, has broad experience with construction feasibility and risk assessment activities that align well with the scope of this project. VHB's team, including Project Manager Candice Andre, AICP, LEED GA, has longstanding relationships with Adrienne Harrington (Smart Moves) and Christine Goins, PE, CCM (Goins Sweitzer).



VHB believes that **Social Equity** is the heart of smart, future-focused community design. Scan the QR code or visit www.vhb.com/equity-in-the-built-environment to read more!

VHB has partnered with multiple agencies to enhance livability, equity, and multimodal mobility through comprehensive projects across North Carolina, including:

- » S-Line TOD Planning Study, Strategic Planning and Equity Mapping
- » Complete Streets Implementation and CTP Coordination
- » Access in Appalachia Pilot Transit-Disadvantage Tool
- » HSIP NC 55 Corridor Traffic Capacity Analysis, Air Quality Analysis, Traffic Noise Analysis, Traffic Forecasting, and Community Studies

In addition to these projects and extensive work on recent MTPs for the Charlotte Regional Planning Transportation Organization (CRPTO), the French Broad River Metropolitan Planning Organization (FBRMPO), and the Winston-Salem Urban Area Metropolitan Planning Organization (WSUAMPO), the VHB team's recent most relevant experience is highlighted on the following pages.



NBAMPO, New Bern 2045 MTP | New Bern, NC | Completed 2021

Deanna Trebil, Administrator, trebil.deanna@newbernnc.gov, 252.639.7592

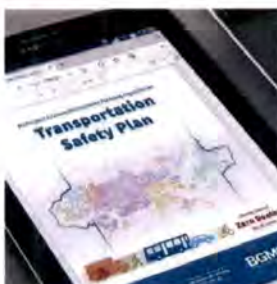
VHB, continuing NBAMPO partner, updated the 2045 MTP. The study was conducted over a 13-month period beginning in February 2020 and concluded with the adoption in March 2021. The study was overseen by NBAMPO staff and NCDOT staff. Regular progress updates were presented to discuss goals, priority projects, and community engagement strategies. A virtual public input meeting was held, and a public comment period held prior to the plan adoption. A fiscally constrained plan, Envision 2045 lays out aviation, bicycle, pedestrian, roadway, and transit improvements, including **comprehensive safety** elements, across the funding horizons that correspond to the adopted New Bern Area travel demand model horizon years: 2025, 2035 and 2045. Additional projects that were identified but not included in the fiscally constrained project list will be carried forward as an update to the region's Comprehensive Transportation Plan (CTP). **This study received the 2016 Transportation Planning Excellence Award by FHWA and 2016 Innovative Transportation Solutions award by WTS NC-Triangle Chapter.**



NCDOT and NCDHHS, Equity in CPT/SPOT Programs | Statewide, NC | Phase I Completed 2023, Phase II is Ongoing

Derrick Weaver, Deputy Director Technical Services, dweaver@ncdot.gov, 919.707.2516

In 2021, the North Carolina Department of Health and Human Services (DHHS) was awarded a grant from the Centers for Disease Control and Prevention (CDC) to address COVID-19 related health disparities. In partnership with NCDOT and DHHS, **VHB is continuing** to lead a project that will create or improve tools for integrating equity and public health into transportation planning and project prioritization. VHB synthesized a literature review based on state and national research and guidance on the topic; and the team led a series of focus group discussions with persons in academia with expertise in health and equity. In early 2024, VHB's **cooperative and integrated services** team began working with NCDOT's Transportation Planning Division on the next phase of this project that will develop tools and guidance for NCDOT to integrate health equity into transportation planning and prioritization.



Burlington-Graham MPO, 2045 MTP | Alamance, Guilford, and Orange Counties, NC | Completed 2020

Wannetta Mallette, Administrator, wmallette@burlingtonnc.gov, 336.513.5418

For the BGMP, **VHB** developed the 2045 MTP, which includes all of Alamance County and portions of Guilford and Orange County. The project featured extensive public involvement, including development of a project website and multiple meetings, as well as analysis of existing conditions and future plans, and a focus on **comprehensive safety**. To create an implementable plan, a large quantity of existing studies and data, including land use, development, and multimodal transportation plans for the area, were collected, and analyzed from BGMP as well as surrounding municipalities and planning organizations. It was critical to evaluate environmental and community features to assess the existing transportation conditions and create the long-range MTP. VHB's **cooperative team of integrated services** professionals forecasted and evaluated future transportation impacts and conditions to develop candidate transportation infrastructure improvements, develop financially feasible alternatives, and develop a final plan and implementation strategy. Public and stakeholder feedback was collected and incorporated throughout the study to prepare a comprehensive final plan and recommendations.



Charlotte Regional Transportation Planning Organization (CRTPO), Coordinated Public Transit-Human Services Transportation Plan | Charlotte, NC | Completed 2022

Jerrel Leonard, Transit Planner, Jerrel.Leonard@charlottenc.gov, 704.336.2205

Smart Moves partnered with VHB to provide on-demand mobility services strategy for the development of the Public Transit – Human Services Transportation Plan. Smart Moves conducted a peer review of five regions in eastern US, focusing on their microtransit and on-demand mobility services offered. Smart Moves conducted an analysis to identify areas with higher percentages of elderly and disabled populations, created recommended microtransit services areas for those populations, and provided service model information and strategies to increase success of microtransit in those areas for those populations.



Wilmington Metropolitan Planning Organization (WMPO), Cape Fear Transportation 2040 | Cape Fear, NC | Completed 2015

Mike Kozlosky, Executive Director, Mike.Kozlosky@wilmingtonnc.gov, 910.342.2781

Cape Fear Transportation 2040 (CFT 2040) is the long-range MTP for the WMPO. This is a fiscally constrained document identifying and prioritizing transportation projects of all modes in the WMPO jurisdiction. It is used to develop the Metropolitan Transportation Improvement Programs (MTIPs)/Statewide Transportation Improvement Programs (STIPs) which program transportation funds statewide and within the WMPO's boundary. Projects are developed by subject-matter experts in partnership with elected officials, planners, engineers, NCDOT, and local government organizations. It includes a strong public involvement component and is vetted through a rigorous public involvement process. **Adrienne Harrington** (prior to founding Smart Moves) led the public engagement component and developed the Bicycle and Pedestrian Element and the TDM Element of the plan.



City of Raleigh, Crabtree Creek West Greenway Extension (NCDOT TIP C-5604OD) | Wake County, NC | Ongoing

*Ben Possiel, Supervisor – Roadway Design and Construction Division,
Benjamin.possiel@raleighnc.gov, 919.795.2225*

Christine Goins, PE, CCM, (prior to founding Goins Sweitzer) was the Project Manager/Resident Engineer for this federally funded LAP project which included the construction of a 2-mile section of greenway trail between Ebenezer Church Road and Lindsay Drive. The project included grading, paving, four retaining walls, six sections of boardwalk, five bridges (including a suspension bridge), drainage, and erosion control measures. Christine, whose work on the project was completed in 2022, was responsible for all contract administration including preparation of monthly pay estimates, materials, review of certified payroll and wage rate interviews, review of Inspector Daily Reports, review of the Contractor's schedule, submittal tracking, responding to RFIs, change order negotiation and processing, and project closeout.

5.3

Team Experience

5.3 Team Experience

The VHB team has deep skills and broad experience in transportation planning across a variety of modes, scales, and geographies, including long-range transportation planning efforts in the form of MTPs, CTPs, and other visioning documents, for MPOs, state departments of transportation, counties, and municipalities. We have the proficiency and competence to successfully complete this MTP update for NBAMPO, and maintain a healthy and manageable workload, allowing us to promptly respond to your needs. The personnel on this team are technical specialists in transportation planning; based on current workloads, they are available to complete the project within established timelines; and they have a proven history of producing quality projects as a team. As this project is a high priority for VHB, our team is available immediately and will dedicate the time needed to be a true partner to the NBAMPO.

New Bern Area Metropolitan Planning Organization

Principal-in-Charge	Project Manager	Deputy Project Manager
Reggie Scales, 25%, R	Candice Andre, AICP, LEED GA, 65%, R	Ian Pike, PE, 30%, R
MTP Development		Multimodal Planning & Analysis
Long Range Planning & MPO Performance Measures Lyuba Zuyeva, AICP, 30%, C Candice Andre, AICP, LEED GA, 65%, R Coordination with Safety Planning Lauren Blackburn, AICP, 25%, R Kara Peach, 50%, R Ian Pike, PE, 30%, R Connor Klassen, 20%, C Implementation & Funding Strategies Candice Andre, AICP, LEED GA, 65%, R Christine Goins, PE, CCM (GS), 40%, R Reviewing Corridors for Operations Improvements, Intersections Analysis, & Access Management Andrew Topp, PE, PTOE, 40%, R David Bost, PE, PTOE, 60%, C	Sustainability and Resiliency Planning & Indirect and Cumulative Impacts Candice Andre, AICP, LEED GA, 65%, R Regan Buchanan, 25%, R Bicycle, Pedestrian, & Greenways Planning Lauren Blackburn, AICP, 25%, R Lyuba Zuyeva, AICP, 30%, C Equity Analysis Nicole Bennett, AICP, 25%, R Connor Klassen, 20%, C Rail Planning & Analysis Greg Boles, PE, 25%, C	Multimodal Planning & Microtransit Paige Dickerhoof, AICP, CAPM, 50%, R Taruna Tayal, PMP, 30%, R Adrienne Harrington (SM), 60%, W System Performance Evaluation & Ridership Projections Taruna Tayal, PMP, 30%, R Connor Klassen, 20%, C Caitlin Delaney, 25%, DC
		CTP Update
		CTP GIS Geodatabase, Deficiency Analysis, & Purpose and Need Statements Connor Klassen, 20%, C Ian Hamilton, AICP, 25%, R Feasibility & Risk Screening Lauren Triebert, PE, 25%, R Tim Goins, PE, 40%, R Christine Goins, PE, CCM (GS), 40%, R
Additional Services		
Public Engagement Support, Infographics, & Visuals Dionne Hines, AICP, 40%, R Paige Dickerhoof, AICP, CAPM, 50%, R Annette Gross, 30%, R	Applied Technology & GIS Support Taruna Tayal, PMP, 30%, R Connor Klassen, 20%, C Luca Venegoni, 40%, R	Grant Writing Support Candice Andre, AICP, LEED GA, 65%, R Paige Dickerhoof, AICP, CAPM, 50%, R Liz Stutts, 20%, O

KEY ▶ All staff are employees of VHB unless denoted:

SM Smart Moves Consulting, LLC (DBE/WBE/SPSF)

GS Goins Sweitzer Engineers and Consultants, PLLC (DBE/WBE/HUB/SPSF)

Office Locations:

R Raleigh, NC

C Charlotte, NC

W Wilmington, NC

DC Washington, DC

O Orlando, FL



Candice Andre, AICP, LEED GA | Project Manager | 20 years of experience

MS, Urban and Regional Planning, Michigan State University, 2007

BS, Zoology, North Carolina State University, 2002

Candice leads VHB's Planning & Project Development Group and has experience in project management, land use, transportation, and environmental planning. She brings teams together to generate innovative solutions for engaging stakeholders and implementing transportation projects that improve communities. She manages the S-Line TOD Planning Study team and leads the RAISE grant application effort for mobility hubs along the S-Line, both requiring extensive coordination with NCDOT and surrounding communities. Experience includes NBAMPO New Bern 2045 MTP; NCAMPO Wake County Transportation Plan Implementation; and WSUAMPO 2020 CTP/MTP.



Ian Pike, PE | Deputy Project Manager | 8 years of experience

BS, Civil Engineering, North Carolina State University, 2016

Ian is a Traffic Engineer with experience throughout the state. He serves his community through traffic engineering by creating safe, efficient, multimodal transportation systems. He has worked on statewide NCDOT contracts and municipal projects, including designing signal upgrades, providing ADA-compliant pedestrian accommodations, performing RSAs, designing road diets, and analyzing crash data. Experience includes NBAMPO New Bern 2045 MTP; NCAMPO Wake County Transportation Plan Implementation; and WSUAMPO 2020 CTP/MTP.

Additional Team Members

Lauren Blackburn, AICP, was named the inaugural NC Pedestrian and Bicycle Professional of the Year by the NC Chapter of the Association of Pedestrian and Bicycle Professionals (APBP). The award was presented at the NCAMPO 2023 Conference.



Personnel Name Role Years of Experience	Education	Relevant Project Experience
Reggie Scales (VHB) Principal-in-Charge 33 years	BS, Community and Regional Planning, Appalachian State University, 1987	NCDOT PADT Year 2; Town of Apex Peakway SW Connector
Adrienne Harrington (SM) Multimodal Planning & Microtransit 15 years	MPA, Public Administration, University of North Carolina – Wilmington, 2011; BS, Geography & Community and Regional Planning, Appalachian State University, 2004	NCDOT Complete Streets Implementation & CTP Coordination; WMPO Cape Fear Transportation 2040; CRPTO Coordinated Public Transit-Human Services Transportation Plan
Lauren Blackburn, AICP (VHB) Safety Planning; Bicycle, Pedestrian, & Greenways Planning 21 years	MURP, University of Illinois – Urbana Champaign, 2002; BLA, University of Arkansas – Fayetteville, 2000	NCDOT/DHHS Health Equity in Transportation Planning and Prioritization; BGMPO 2045 MTP; WSUAMPP 2045 CTP
Lyuba Zuyeva, AICP (VHB) Long Range Planning & MPO Performance Measures; Bicycle, Pedestrian, & Greenways Planning 15 years	MCRP, Georgia Institute of Technology, 2009; BA, Economics, Berea College, 2003	BGMPO 2045 MTP; City of Winston-Salem MTP Plan Update; CRPTO Coordinated Public Transit-Human Services Transportation Plan

VHB team members who worked on the development of the NBAMPO New Bern 2045 MTP:

- » Candice Andre, AICP, LEED GA
- » Ian Pike, PE
- » Taruna Tayal, PMP
- » Kara Peach
- » Ian Hamilton, AICP

Personnel Name Role Years of Experience	Education	Relevant Project Experience
Connor Klassen (VHB) Safety Planning; Equity Analysis; CTP GIS Geodatabase, Deficiency Analysis, P&N Statements; System Performance Evaluation & Ridership Projections; Applied Technology & GIS Support 4 years	MA, Geography, UNC – Chapel Hill, 2020; BS, Geography, Pennsylvania State University, 2017; BS, Sociology, Pennsylvania State University, 2017	BGMPO 2045 MTP; CRTPO Coordinated Public Transit-Human Services Transportation Plan; WSUAMPO 2045 CTP; NCDOT Access in Appalachia Pilot Study
Christine Goins, PE, CCM (GS) Implementation & Funding Strategies; Feasibility & Risk Screening 15 years	BS, Civil Engineering, University of Delaware, 2009	NCDOT, Crabtree Creek West Greenway Extension; City of Raleigh, Navaho Drive Sidewalk Project
Kara Peach (VHB) Safety Planning 15 years	MA, Psychology of Sport and Physical Activity, University of Iowa, 2008; BS, Psychology, University of Indiana, 2006	NBAMPO New Bern 2045 MTP; CRTPO USDOT RAISE Grant Application; NCAMPO NC 56 Corridor Study
Ian Hamilton, AICP (VHB) CTP GIS Geodatabase, Deficiency Analysis, P&N Statements 8 years	MS, City Planning, UNC, 2016; BS, Geography, University of Georgia, 2012	NBAMPO New Bern 2045 MTP; NCDOT 2024 SHSP Update; CAMPO Regional Multimodal SAP
Andrew Topp, PE, PTOE (VHB) Reviewing Corridors for Operations Improvements, Intersections Analysis, & Access Management 26 years	MS, Civil Engineering, North Carolina State University, 2004; BS, Civil Engineering, Virginia Tech, 1999	NCAMPO NC 56 Corridor Study; NCAMPO Morrisville Parkway Corridor Study; NCDOT Smithfield Downtown Study
Nicole Bennett, AICP (VHB) Equity Analysis 28 years	MRP, UNC – Chapel Hill, 1995; BS, Economics, UNC – Chapel Hill, 1992	NCDOT/DHHS Health Equity in Transportation Planning and Prioritization; CAMPO Regional Multimodal SAP
David Bost, PE, PTOE (VHB) Reviewing Corridors for Operations Improvements, Intersections Analysis, & Access Management 12 years	MS, Civil Engineering, UNC – Charlotte, 2012; BS, Environmental Sciences, UNC – Charlotte, 2009	NCDOT CLT Ped Safety Arterials; NCDOT Ped Safety Corridor Studies; MWCOG Gaithersburg RSP
Regan Buchanan (VHB) Sustainability and Resiliency Planning & Indirect and Cumulative Impacts 4 years	MCP, City Planning, Georgia Institute of Technology, 2022; BA, Global Studies, UNC – Chapel Hill, 2017	NCDOT/DHHS Health Equity in Transportation Planning and Prioritization; CAMPO Regional Multimodal SAP
Greg Boles, PE (VHB) Rail Planning & Analysis 13 years	BS, Industrial Engineering, Pennsylvania State University, 2011	CATS Red Line Commuter Rail PE Update; NCAMPO Wake Transit MIS BRT & CR; NCDOT R2R Rail Design Project Oversight

**The VHB team's
MPO experience
includes:**

- » New Bern Area MPO
- » Winston-Salem Urban Area MPO
- » Burlington-Graham MPO
- » French Broad River Area MPO
- » Wilmington Area MPO
- » Hickory MPO
- » Durham – Chapel Hill – Carrboro MPO
- » NC Capital Area MPO
- » Goldsboro MPO

Personnel Name Role Years of Experience	Education	Relevant Project Experience
Taruna Tayal, PMP (VHB) Multimodal Planning & Transit; System Performance Evaluations & Ridership Projections; Applied Technology & GIS Support 28 years	MS, Transportation Planning, Arizona State University, 2001; MEP, Environmental Planning, Arizona State University, 2001; MURP, National Institute of Technology, 1993; BA, Architecture, National Institute of Technology, 1993	NBAMPO New Bern 2045 MTP; GUAMPO Congestion Management Plan Update; NCAMPO Triangle Region ITS Strategic Plan Update
Lauren Triebert, PE (VHB) Feasibility & Risk Screening 18 years	BS, Civil Engineering, North Carolina State University, 2006	NCAMPO US-1 Ten Ten Road Interchange Study; GMPO 10 th Street Ped Bridge Study; Charlotte SS4A Grant Preparation
Tim Goins, PE (VHB) Feasibility & Risk Screening 34 years	AS, Civil Engineering, Sandhills Community College, 1990	Durham Transit PM Services; NCDOT R2R Rail Design Project Oversight
Paige Dickerhoof, AICP, CAPM (VHB) Multimodal Planning & Microtransit; Grant Writing Support; Public Engagement Support, Infographics, & Visuals 6 years	BA, Business Project Management, Liberty University, 2018; BA Business Communications, Liberty University, 2018	NCAMPO Wake County Transit Plan; Fayetteville Transit Development Plan; NCDOT S-Line TOD Study Project Management
Dionne Hines, AICP (VHB) Public Engagement Support, Infographics, & Visuals 16 years	MCP, City and Regional Planning, Morgan State University, 2013; MA, Historic Preservation, SCAD, 2007; BS, Architecture, University of Virginia, 2004	NCDOT/DHHS Health Equity in Transportation Planning and Prioritization; Hillsborough Comprehensive Sustainability Plan
Annette Gross (VHB) Public Engagement Support, Infographics, & Visuals 20 years	BA, Communications, Syracuse University, 2003	NCDOT SHSP 2019 Update; CDOT SS4A Grant Preparation; ARC Regional Safety Plan
Liz Stutts (VHB) Grant Writing Support 31 years	BS, Journalism and Public Relations, University of Colorado – Boulder, 1982	FDOT Grant Program Administrator; FDOT Public Transportation Grant Oversight Compliance
Caitlin Delaney (VHB) System Performance Evaluation & Ridership Projections 5 years	BA, Economics, University of Connecticut, 2018	CRTPO Locally Coordinated Transit Plan: FAST TDP; NCDOT R2R Rail Design Project Oversight
Luca Venegoni (VHB) Applied Technology & GIS Support 4 years	BA, International Relations and Global Studies, University of Texas – Austin, 2020	Wilson Comprehensive Plan; NCDOT PADT Year 2; Loudoun County VA Corridor Safety & Operational Studies

5.4

Technical Approach and Timeline

5.4 Technical Approach and Timeline

The VHB team will review and reference current transportation planning documents and develop the 2050 MTP to be consistent with the advancement of the goals set forth in these plans:

- » 2045 MTP
- » Craven County CTP
- » 2024-2033 TIP
- » Unified Planning Work Program
- » Local Transportation Plans

Project Understanding

Envision 2045, the NBAMPO's latest MTP, is due for an update. This Plan identifies transportation needs across various modes and provides a vision and a course of action to improve the transportation network, supporting growth and development of the region and its people and businesses. The area is rich in natural resources, history, and culture, in addition to agriculture and military land uses. The waterfronts, history, entertainment, high-quality healthcare, highway access, and regional airport attract tourists and residents throughout the year. The area has seen sustained growth in population and employment, so to accommodate future growth and protect the resources important to the area, this MTP planning process is critical - evaluating transportation services, policies, programs, and infrastructure needs.

To provide the greatest value to the NBAMPO for the available budget, we recommend that the majority of VHB's efforts developing the 2050 MTP focus on analysis and recommendations. Considering this, the proposed planning approach makes the most of VHB's expertise as transportation planning professionals and relies on our ability to develop resources for the MPO to carry out effective public outreach.

We understand that the development of the MTP will be monitored and assessed by NBAMPO staff based on our Work Plan, including key task deadlines and/or milestones, presentations, and public involvement activities. Our Work Plan outlines the project approach including coordination with NBAMPO staff, expectations for public involvement activities, involvement of planners and community stakeholders (public and private sector), and updates of key project milestones.

VHB employs a strong quality assurance and quality control (QA/QC) approach to all projects. For the NBAMPO 2050 MTP, VHB will require that all draft deliverables created by the team - including all work plans, data sets, design plans, analyses results, safety findings, and written materials - be peer reviewed prior to submittal. VHB's Project Manager and Principal-in-Charge will review all final draft deliverables prior to distribution.

Task 1 – Project Management, Project Schedule, and Work Plan

VHB's experience developing long-range transportation plans has taught us the value of starting strong - thorough preparation in the initial stages of the projects. A well-organized and flexible management plan is essential for a successful project given the complex nature of transportation planning projects and inevitable surprises along the way. **VHB values the importance of understanding local issues, concerns, priorities, and constraints with respect to transportation and land use and will work closely with the NBAMPO upon project initiation to develop the Work Plan for the 2050 MTP.** The Work Plan will establish protocols for communication and documentation, and procedures for identifying and addressing changes, unforeseen problems, or opportunities. In addition, we will prioritize the following key issues related to project management:

- » Establishment, composition, duties, and involvement of a Steering Committee;
- » Identification of and process for engaging critical stakeholders; and
- » Coordination of the development of the 2050 MTP with the CTP.

Task 1 Deliverables

- » Project Schedule
- » Monthly Invoices
- » and Progress Report

Task 2 – Analysis

VHB will consider each planning factor in 23 CFR 450.206:

1. Support economic vitality
2. Increase safety for motorized and non-motorized users
3. Increase security for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment
6. Enhance the integration and connectivity across and between modes
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing system
9. Improve the resiliency and reliability
10. Enhance travel and tourism

The goals and objectives are the foundation of the NBAMPO 2050 MTP. **VHB and Smart Moves will lead a collaborative effort, involving the MPO and its member agencies, as well as key stakeholders, to review, and revise as needed, the goals and objectives, along with performance measures and associated targets used to expressed them.** This task is not just a formality or exercise to satisfy requirements, as these goals and objectives guide the development of alternatives and scenarios to be evaluated, and ultimately, the multimodal recommendations included in the 2050 MTP. Clearly defined goals and objectives, especially when reflected in a rigorously applied set of performance measures and other well-defined criteria, help promote accountability and transparency in the planning process.

The performance measures used to express the goals and objectives of the 2050 MTP will not be limited to assessments of mobility, or of the extent and quality of transportation service, regardless of mode. Depending on the priorities of the community, they can also consider immediate and long-term impacts on sustainability, energy consumption, economic development potential, habitat preservation, community cohesiveness, air quality, cost of living, and other “quality of life” issues. Other important objectives that can be addressed in the context of the MTP update include access to education, health care, and employment (or employees). VHB will make sure that goals and objectives that are sometimes taken for granted by the public (such as freight movement or safety, security, resilience, and reliability) are not overlooked.

Finally, VHB will make sure that criteria used in developing the 2050 MTP are consistent with the quantitative, performance-based approach incorporated into the NCDOT Strategic Prioritization procedures. This evolving process determines priorities for funding and programming transportation projects statewide, so it is critical that the recommendations resulting from this MTP update are competitive with projects from other regions.

Natural & Human Factors

To confirm our understanding of the history, status, and planned changes in the NBAMPO area, VHB will collect and review relevant existing land use, development, and transportation plans and document stated assumptions and planned transportation improvements. An environmental screening consistent with the IIJA will be prepared. Socioeconomic data will be compiled for the area, including population trends and projections, education, poverty, employment, age, and zero-car households, among others. VHB anticipates that most of the data for this study can be compiled from existing sources, and that minimal new data collection will be required. **Rather than a wide-ranging data collection effort, VHB proposes a more strategic approach, focusing any new data collection on critical locations undergoing rapid change, or where necessary data is not available.**

Safety is an essential aspect of transportation planning, regardless of mode. VHB’s Raleigh office is home to a nationally recognized safety policy, research, analysis, and design practice that will review and analyze relevant crash statistics and can conduct high-level safety audits for targeted locations with the NBAMPO area.

VHB will inventory data relative to the existing operation and conditions of the transportation network within the NBAMPO area. Existing characteristics of roadway, bicycle, pedestrian, rail, transit, airport, and freight systems will be collected and compiled for the study area network. Much of this information is available via GIS, aerial photography, or other existing sources, and extensive fieldwork should not be needed for the level of precision required in this study. However, VHB will validate key existing transportation system conditions through field visits, noting any existing conditions that degrade the operation and function of the existing system, such as areas lacking system connectivity, congestion bottlenecks, and access constraints.

Environmental Justice

VHB has extensive experience evaluating the potential for environmental justice communities and will conduct an environmental justice analysis utilizing various data sources, such as the US Census and other demographic data using GIS, to consider the comparative impacts of proposed transportation projects on those populations. We will confirm that current data is pulled from a variety of resources and tools and demonstrate adherence to federal guidance and requirements. **The recommended infrastructure improvements will be evaluated to confirm they will not have a disproportionate adverse impact on low-income and minority populations.** This analysis will include maps illustrating the results along with a summary of identifying needs and opportunities for improvement.

Travel Demand Model

An important tool available for studying long-range impacts to a regional transportation system is a Travel Demand Model (TDM). VHB will coordinate with NCDOT to obtain the latest versions of the Region 16 TDM and North Carolina Statewide Model (NCSTM). The combination of these models gives us population and employment projections and distribution, and a coarser statewide network projections for trips on these statewide roadway tiers. The VHB team has extensive knowledge of and experience with both tools and will use them to aid the forecast and evaluation of future transportation impacts.

Deficiency Analysis & Infrastructure Improvements

VHB will use the collected data and observations to develop an analysis of the existing conditions of the MPO's transportation system and its ability to serve current travel demand. This assessment will summarize the current performance of the transportation systems for all modes, gauging the systems' operation and function compared to the performance measures, which will lead to the identification of deficiencies. Identifying capacity bottlenecks and access constraints will be a priority, and freight/goods movement will also be considered.

VHB will address existing and anticipated conditions for bicyclists and pedestrians, emphasizing gaps, barriers, discontinuities, and substandard facilities, while considering impacts on vehicular traffic. Existing greenway and sidewalk systems will be examined for deficiencies, particularly at crossings. The quality of available transit service and its accessibility will be addressed.

Identifying significant changes between assumptions in the previous MTP and new forecasts based on updated socioeconomic inputs, the updated model, and the goals, objectives, and performance measures is key to the MTP update. VHB will rely on stakeholder input, travel model results, current and historical data, and the identified performance measures to identify and quantify deficiencies in the future transportation system. This assessment will consider all modes, both individually and as an integrated whole.

INNOVATIVE IDEA:

Optional Data Collection Efforts

Should additional existing conditions data be required, VHB will provide reliable, cost-effective data using collection techniques and technologies, including video/machine, standard tube and board counters, GPS applications, and wireless, cell phone, or Bluetooth-based systems. Examples include vehicular turning and bike/ped movements at key locations.

Baseline future deficiencies will be based on a "Existing Plus Committed" (E+C) transportation network that includes both the existing multimodal system within the study area and the projects that are committed for completion prior to 2050. This network will be evaluated for accessibility, safety, and mobility deficiencies by mode, using the performance measures, focusing on changes that would affect previous recommendations. This will lead to the identification of future capacity bottlenecks, access constraints, and freight/goods movements deficiencies. It will also consider gaps and discontinuities in the bicycle, pedestrian, and transit networks.

VHB will work closely with NBAMPO staff to develop potential transportation improvements addressing the existing and anticipated deficiencies that accomplish the goals of the plan, both in the short term and the long term. The starting point of this effort will be the existing 2045 MTP, with the most recent STIP, as well as relevant land use, transit, pedestrian, bicycle, and other plans reviewed. All modes will be incorporated in the generation and evaluation of potential transportation improvements, and land use assumptions will play an integral role. Consideration will be given to expanding roadway capacity and connectivity; advanced traffic control; access management; transit improvements; bicycle and pedestrian facilities; ridesharing and TDM; freight accommodation; infrastructure management and maintenance; system continuity; and intermodal connections. The updated model will play an important role in helping evaluate alternative solutions, especially for highway projects. Improvement alternatives will be evaluated with respect to the performance measures established to achieve the community's goals and objectives for the 2050 MTP.

Trade-offs associated with each proposal will be expressed as clearly as possible. **Our goal is to objectively quantify the trade-offs inherent in any proposal, and to recognize and eliminate any unintended bias so that the desires of the community are fairly and accurately represented.** For example, we know that some common model-derived performance measures tend to favor higher-speed travel, or construction on new alignment over improvement of existing facilities. Over-aggregation of statistics can also lead to erroneous conclusions by masking differences in impacts within localities or facility classifications.

Task 2 Deliverables

- » GIS data related to all maps/other visual aids
- » PDF copies of all maps/other visual aids
- » ArcGIS Dashboard and/or Story Map
- » Technical Report – Existing Conditions

Task 3 – Public Involvement

As the 2050 MTP development will entail extensive public involvement and public meetings, VHB will assist the NBAMPO staff in the public participation effort to maximize public awareness and involvement in the transportation planning process. All outreach efforts will be compliant with NBAMPO's Public Participation Plan.

Public Engagement Fundamentals

Our approach to public engagement is multifaceted, equitable, and anchored by an early, ongoing, and proactive outreach to affected stakeholders and community members. At the project onset, the VHB team will work with the NBAMPO to formalize a Public Involvement Plan (PIP) incorporating appropriate and innovative engagement tools. Using existing public participation guidelines and Title VI policies as a starting point, we will work with you to develop a comprehensive program for garnering meaningful exchanges between stakeholders, the public, and the project team.



VHB's Equity Strategist, Nicole Bennett, AICP, has 30 years of experience in equity planning and engagement.

VHB has local expertise in conducting public involvement for high-profile projects.

This includes engagement with critical, strategic local leaders as well as a wide array of public participants in this region.

Effective community engagement, stakeholder participation, and consensus-building are essential to learning about the needs, goals, history, and apprehensions surrounding this regional plan update and key projects. Only by understanding the community and its context can we generate effective solutions that address the right problems. **Equitable public engagement is not something we add to our planning process; it is at the core of what we do.** We must start by hearing what people are saying and build from there.

Our focus on equity starts with integrating a wide range of techniques into the planning process while verifying effective representation from all impacted communities. VHB's Equity Analysis Lead, **Nicole Bennett, AICP**, has 30 years of experience as a planner, project manager, equity strategist, consensus builder, and environmental justice practitioner and will help affirm that equity is woven throughout our planning process and public engagement.

Multifaceted Public Engagement Approach

Our public engagement plan will be multifaceted and unique to this project, especially given the varied context throughout the region, combined with the number and variety of jurisdictions involved. Outreach will include websites, workshops, surveys, attendance at community events, strategic community partners, and one-on-one conversations.

Although it is difficult to replace face-to-face interaction, many people are not able to attend in-person meetings due to childcare/eldercare responsibilities, hectic work or school schedules, or medical conditions. This is especially unfortunate since these are often the constituents most in need of reliable transportation and alternatives to the personal automobile. Other stakeholders who may be difficult to identify and engage include commuters who travel along key regional corridors every day, some of whom might live outside the study area.

Social media and online outreach can play a vital role in connecting with this broad audience. A mobile-friendly project website will serve as a primary portal for the public to learn about and follow the planning process. The website will launch early and include information about the plan timeline, committee participation, objectives, and opportunities for community input. An interactive map will serve as an important feature of the website, allowing the public to identify their most frequent or preferred travel routes by mode and to tag intersections or other locations that present safety or mobility challenges. Participants can also suggest improvements or highlight desirable features. The website will also be advertised through traditional media such as press releases, temporary signage, and radio spots, as needed to reach a broader audience. Additionally, we can reach commuters through outreach done at specific, popular stopping points and through strategic stakeholders.

Our team will form relationships with local community organizations who can most effectively reach out to underserved communities and organize smaller group discussions and focus groups with members of those communities. A "meeting-in-a-box" format can gather resources and provide an opportunity for additional small group conversations by Steering Committee members and MPO staff, to supplement the public engagement events hosted by our team.

The team will summarize public comments received at each public event and document responses received to any online survey and interactive mapping exercise. We will summarize the public involvement process, including documentation of outreach to Title VI communities in the study report.

INNOVATIVE IDEA:

As we did for our previous work for the NBAMPO, VHB will engage major entities and business organizations along the corridors as well as Buncombe County Emergency Services, to better understand the various perspectives and needs of key businesses and destinations along the two arterials.

Candice Andre led the ICE analysis for both the 2040 and 2045 MTP, which led to numerous visibility efforts with NCDOT and NBAMPO, and eventually the FHWA Innovative Transportation award. The VHB team continues to value the ICE analysis process and recently created a similar approach for evaluating health equity early in the planning process.

Ensuring Representation from Underserved Communities

The team will review the latest demographic data and will discuss the locally known concentrations of disadvantaged groups with the NBAMPO and representative municipalities. **Special efforts made by the VHB team will bring everyone to the table through understanding the demographics within the area and going to where people are already.** In addition to smaller community break-out meetings, outreach to youth and seniors will supplement the public engagement meetings planned throughout the study process.

VHB has a long history of helping local municipalities assess community characteristics, documenting the presence of Limited English Proficiency (LEP) communities and potential impacts on these communities, and developing PIPs to engage all community members. VHB currently holds the NCDOT LEP on-call contract, and we have provided translation services for multiple projects, including the WSUAMPO MTP update. Our team seeks to eliminate language as a barrier to the local community by providing input. VHB's Mid-Atlantic region staff includes Spanish, Russian, Chinese, Hindi, and Vietnamese resources, with 10 additional languages firmwide. We conduct research within local communities to determine any specific cultural needs that may lead to unique and innovative approaches to public outreach and can make interpretive services in Spanish and Russian available for public engagement events, if required.

Task 3 Deliverables

- » Summary of methods used to solicit and involve the public
- » Preparation of technical reports/other materials
- » Document/incorporate any public feedback received into the MTP

Task 4 – Indirect and Cumulative Effects (ICE)

VHB and Smart Moves are poised to update the Indirect & Cumulative Effects (ICE) analysis as part of the MTP development, as **we prepared the initial ICE analysis as part of the 2040 MTP and the updated analysis as part of the 2045 MTP**. While this type of analysis is currently required under NEPA for proposed transportation improvement projects, a planning level ICE assessment completed early can provide and improve consistency of the ICE analysis occurring later in the NEPA process, highlighting important issues early and potentially streamlining project delivery. ICE analysis will benefit the overall development of the MTP by:

- » Promoting interagency coordination among teams such as advisory groups, including MPOs, State DOTs, FHWA, environmental resource agencies, and locals
- » Identifying potential challenges and obstacles to project delivery early in the planning process
- » Enhancing project credibility by reducing risk/uncertainty and informing scoping/scheduling
- » Yielding specific best management practice recommendations to minimize indirect and cumulative effects of the proposed transportation projects identified in the long-range plan



Our team built the ICE analysis through the work products associated with NCDOT's best practices for ICE analysis in long range planning. We will work with the MPO staff on the ICE analysis and prepare the work products concurrently with MTP milestones that allow for community engagement at appropriate times to genuinely use the feedback received.

Task 4 Deliverables

- » Products 1-4 completed in Word or PDF
- » GIS data related to all maps/other visual aids
- » PDF copies of all maps/other visual aids
- » ArcGIS Dashboard and/or Story Map

Task 5 – Project Prioritization

VHB and Smart Moves will combine the results of the previous tasks, as well as the coordination with the TAC and TCC to develop a draft plan that achieves the goals and objectives established for the 2050 MTP. The draft plan will meet all federal and state requirements and will lay out a framework for achieving a multimodal transportation system that will serve the future needs of the NBAMPO. We will work with the MPO to review the projects listed in the 2045 MTP to remove completed projects and add others.



VHB recently created a guidance document for NCDOT that provides a step-by-step summary of the prioritization process, NCDOT – STI Prioritization Scoring Methodology Review.

To continue the MTP's success story, specific, action-oriented implementation strategies must be included. The VHB team will apply lessons learned in other studies and plans in the NBAMPO area and elsewhere to develop an Implementation Plan that summarizes the key tasks identified to carry out this plan in the future. This will consider the agencies involved, the available resources, and the projected time frame for carrying out the tasks. The Implementation Plan will be summarized in a matrix that can serve as a reference document through project programming.

To be credible and effective, the Implementation Plan will reflect the growing state and federal emphasis on objective, quantitative performance measures and prioritization processes in the programming of

transportation projects. VHB will incorporate our experience analyzing projects for NCDOT and MPOs as part of the Strategic Prioritization process. The evaluation criteria for project prioritization will be objective and subjective as appropriate, with a weighting system based on public input. We will assist the MPO in leading a ranking exercise for all attendees to score the qualitative metrics. Safety enhancements, economic impacts, travel time improvements, and cost-effectiveness are key variables in the current methodology. Benefits to multiple modes and/or constituencies are also potentially significant prioritization benefits.



INNOVATIVE IDEA: VHB subconsultant partner, Goins Sweitzer, will bring constructability specialist **Christine Goins, PE, CCM**, to the team to confirm that potential risks of projects are identified early in the development process and construction feasibility is considered.

VHB and Goins Sweitzer will develop cost estimates (engineering and construction costs in current year and year of expenditure dollars) required to implement the transportation projects under consideration. Funding opportunities will be evaluated and included, both public and private sources (federal, state, and local).

Ultimately, this analysis process is designed not only to identify the best overall set of improvement recommendations, but to allow for the efficient, cost-effective implementation of the 2050 MTP. Given the uncertainty of funding, and likely changes in land use, technology, economic conditions, government policies, and funding levels, it is critical that project programming consider conditions during interim periods, as well as ultimate build-out. ***How does the system function during the potentially lengthy period of partial build-out before the entire plan is completed? Are benefits still accruing, or is the plan “front-loaded” with costs, while benefits are only realized in the distant future, or after other projects are completed?*** We will develop a plan that front-loads benefits, rather than costs, and is sensitive to the differences resulting from changing the order of project implementation. This approach recognizes the growing importance of life-cycle cost/benefit analysis in the funding and programming of transportation projects and incorporates some protection against risk and uncertainty. Priority projects that meet financial constraint parameters will be programmed in the 2050 MTP while projects that do not will be added in “unfunded years”. Additional projects that were identified but not included in the fiscally constrained project list will be carried forward as an update to the region’s CTP.

Task 5 Deliverables

- » Spreadsheets, databases, or other documents (using latest Microsoft products) required for NBAMPO to add, edit, and rank new projects
- » Assessment of the estimated funding include rate of growth factor for NBAMPO and NCDOT
- » Excel file with all projects, calculations and financial sources notated that is editable for use by NBAMPO
- » Excel document listing projects along with funding categories that can be easily manipulated and updated by NBAMPO staff

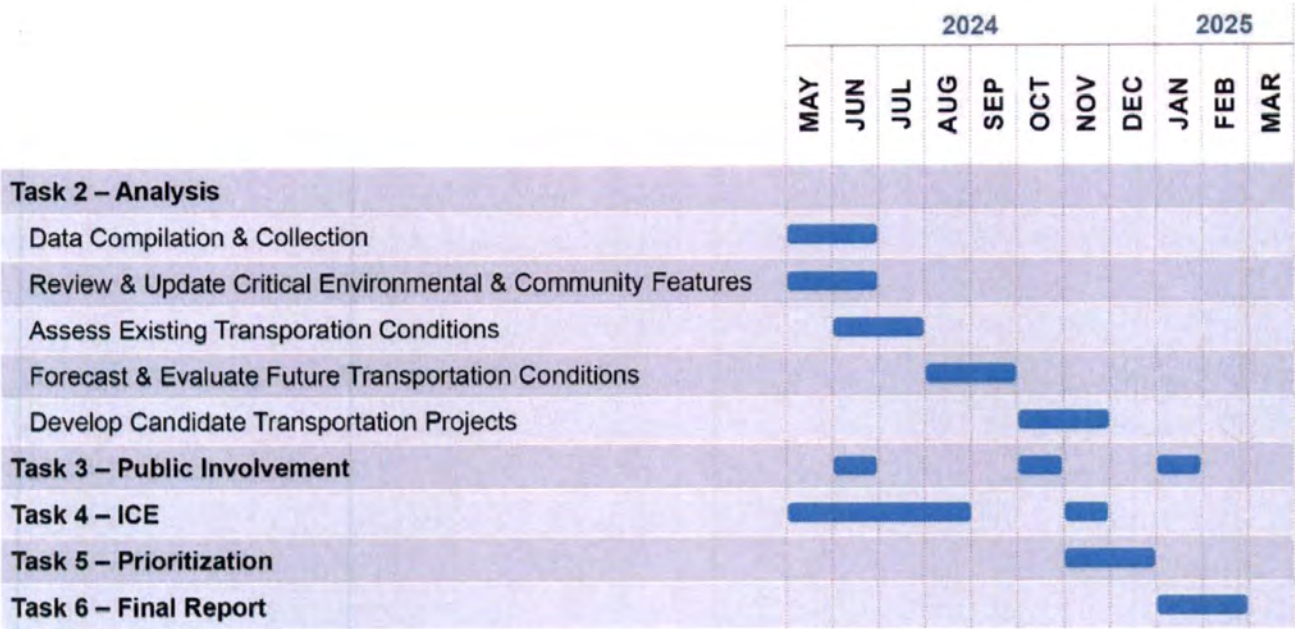
Task 6 – Final Report

The VHB team will prepare draft and final versions of the 2050 MTP document, which will be a concise, easy-to-read, and high-quality graphic document summarizing the MTP update and how it addresses federally mandated planning factors and requirements. The report will include a description of the public engagement and contain a summary of how the feedback was incorporated into the decision-making process. Revisions will be made in consultation with the NBAMPO, based on feedback from the public, stakeholders, policy makers, TCC, and TAC. The MTP document will include a realistic list of projects for construction based on the anticipated funding levels. As required, individual project sheets describing the principal characteristics of each fiscally constrained projects will be included, with another list including unfunded projects. A final interactive map or dashboard illustrating proposed projects will be prepared.

Task 6 Deliverables

- » One digital copy of the report and exhibits in Adobe format
- » One digital copy of the report in an editable Word format
- » PDF copies of all system map(s) in the report
- » ArcGIS Web Map and/or Dashboard
- » All GIS layers, shapefiles, etc. associated with this MTP update

Recommended Project Schedule & Timeline



5.5

Quality Assurance and Control

5.5 Quality Assurance and Control

The VHB team's MPO experience includes:

- » New Bern Area MPO
- » Winston-Salem Urban Area MPO
- » Burlington-Graham MPO
- » French Broad River Area MPO
- » Wilmington Area MPO
- » Hickory MPO
- » Durham – Chapel Hill – Carrboro MPO
- » NC Capital Area MPO
- » Goldsboro MPO

VHB employs a strong quality control and quality assurance approach to all projects, including the MTPs we have prepared for several MPOs in the region. This work has given us a deep knowledge of federal requirements for quality. For the NBAMPO MTP, VHB will require that all draft deliverables created by the team, including all work plans, data sets, design plans, analyses results, safety findings and written materials, be peer reviewed prior to submittal. VHB Project Manager, Candice Andre, will review all final deliverables prior to distribution to the City or external stakeholders. The overall process used by a VHB project executive to meet the quality objectives (client, team, financial performance) consists of creating and maintaining a well-defined work plan, controlling the budget, communicating with the team, and communicating with the client. **Our team will leverage its knowledge and expertise to provide quality assurance and control that the project is delivered to federal requirements and standards to meet the satisfaction of the MPO board.**

The Six Pillars of Quality

The VHB team uses the axiom “six pillars of quality” to help clients understand how important quality is to VHB, our staff, and our teaming partners. These six pillars are guides that VHB project managers (and the entire team) employ:

1. THE RIGHT PERSON FOR THE JOB—VHB makes sure the team is using the right people for the project, not simply someone who needs the work or happens to be nearby.

2. MAKE THE PLAN, WORK THE PLAN—Preparing a Work Plan for each project allows the entire team to truly absorb client goals, understand strategies behind the project deliverables, and begin the process of effective communication. Each assignment will start with a simple Work Plan that identifies your goals, budget, schedule, resources, and deliverables.

3. KNOW THE BUDGET AND KNOW THE SCHEDULE—By preparing a thorough Work Plan and holding a successful kick-off meeting, the Project Manager helps the project team understand their roles and assignments and the schedule and budgets. The kick-off meeting sets the tempo of the task and illustrates the importance of communication.

4. COMMUNICATE, COMMUNICATE, AND COMMUNICATE—The VHB team, led by our Project Manager, will formalize communication with monthly meetings to update all about key project issues, schedule changes, or upcoming deliverables.

5. MAKE YOUR “QUALITY TEAM”—The Project Manager and each member of the team—including subconsultants—must employ a quality team approach as per the QA/QC plan. This means setting aside project budget and schedule specifically for quality.

6. RECOVERY PLAN TO GET BACK ON TRACK—If the project “jumps the tracks” and needs to fix a problem, the VHB team will prepare a recovery plan to show the NBAMPO how additional staff and resources will be allocated to achieve the project’s goals.



Scan the QR code or visit www.vhb.com/news/vhb-celebrates-four-awards-in-north-carolina to read about VHB's ACEC and APA recognition as a leading North Carolina planning firm.

While every person is responsible for the quality of his or her own work, Candice is responsible to see that the QA/QC activities are carried out for a specific task and that any issues uncovered as part of this process are addressed. QA/QC procedures are built into the project schedule, and QA/QC reviews are scheduled in the work plan and involve project technical advisor review as well as independent discipline reviews. The technical advisor review provides an independent check that VHB is delivering what the client wants and expects and that VHB is meeting its professional obligations. Document quality control involves the specific review and checking of procedures used on the project to minimize errors of technical, procedural, and judgmental natures. In addition to issues involving engineering, mathematical, and scientific quality procedures, VHB has guidelines for writing styles and document production in place with which project executives are expected to comply.

Based on our experience with preparing and updating MTPs, a critical part of starting smart is receiving consensus from the NBAMPO on the base maps, data sources, and mapping templates. **VHB will work with the NBAMPO early in the process on map review.**

Why VHB?

In addition to consistent quality assurance and quality control efforts, the VHB team brings a history of being a **trusted partner** to NBAMPO, a unique offering of **integrated services** for the entirety of the project, and an unmatched focus on **safety**.

We are excited for the opportunity to continue to show you all the ways that our long-range planning experience is second to none – visit www.vhb.com/planning-in-north-carolina to read more!



Forms

Form C – Certification Regarding Lobbying
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Nancy G. Barker certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104- 65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
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 is 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, VHB Engineering NC, P.C., 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. Section A 3801 *et seq.* apply to this certification and disclosure, if any.

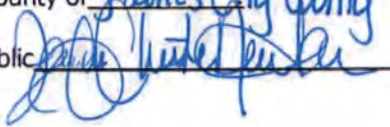
February 29, 2024

Date


Signature of Contractor's Authorized Official

Nancy G. Barker, Sr. Vice President/Regional Manager
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 29th day of February, 2024, in the State of Virginia
and the County of James City County

Notary Public  My Appointment Expires 10/31/2024

FOR USE ON CONTRACT SOLICITATIONS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

REV 07/15/2020.RJS (02.21.2023)

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL

(Subconsultant/Firm Name ONLY -- Include NO PII (Personally Identifiable Information))

**** One (1) per line – please use additional Subconsultant RS-2 Forms if necessary.**

RECOMMENDED BY:
CONSULTANT: Reggie Scales <i>Reginald Scales</i>
*BY:
Managing Director, Raleigh
TITLE:

SPSF Status: ☒ YES ☐ NO

In the event the firm has no subcontractant, it is required that this be indicated on the Subcontractant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form.

Form B – Sub-Consultant Form RS-2

SUBCONSULTANT Form RS-2

FOR USE ON CONTRACT SOLICITATIONS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

REV 07/15/2020 RJS (02.21.2023)

SUBCONSULTANT

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY

RACE AND GENDER NEUTRAL

RFQ - NBAMPO 2050 Metropolitan Transportation Plan

TIP No. and/or Type of Work (Limited Services)


(Consultant/Firm Name ONLY -- Include NO PII (Personally Identifiable Information))

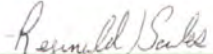
Goins Sweitzer Engineers and Consultants, PLLC

(Subconsultant/Firm Name ONLY -- Include NO PII (Personally Identifiable Information))

SERVICE / ITEM DESCRIPTION		
Discipline Code **	Description **	Anticipated Utilization (%)
00386	Constructability Expert	
	As 00386 is not a required discipline code in the RFQ, we have not included it in our anticipated utilization % totals. If an appropriate task is assigned to our team, we will use Goins Sweitzer Engineers and Consultants, PLLC.	
TOTAL UTILIZATION:		0.00%

** One (1) per line -- please use additional Subconsultant RS-2 Forms if necessary.

SUBMITTED BY:	
SUBCONSULTANT: 	
Christine Goins, PE, CCM	
*BY:	
Principal	
TITLE:	

RECOMMENDED BY:	
CONSULTANT: 	
Reggie Scales	
*BY:	
Managing Director - Raleigh	
TITLE:	

SPSF Status: ☒ YES ☐ NO

"SUBCONSULTANT" (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name for the primary firm information.
4. Complete the Subconsultant/Sub Firm name for the sub firm information.
5. Enter Service/Item Description -- describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization -- Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form.

EXHIBIT C – Federal Contract Provisions

These Federal Contracting Requirements are incorporated into this Contract. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Consultant" or "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to all mean Consultant. By signing the Contract with the City, Consultant 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 Contract.

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 Consultant 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 Consultant pursuant to its obligations under this Contract. The Consultant and its sub-consultants, if any, hereby represent and covenant that they are 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.

4.0 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.

5.0 Contractor Compliance

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

6.0 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.

7.0 Mandatory Disclosure

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

8.0 Energy Conservation

The Consultant 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.

9.0 Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Consultant 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 Consultant 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 Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.0 Clean Air Act

For contracts in excess of \$150,000, the Consultant 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 Consultant agrees to report any violation to the City immediately upon discovery. The Consultant 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. Consultant must include this requirement in all subcontracts that exceed \$150,000.

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

11.0 Access to Records and Reports

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier for all contracts.

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

B. *Retention Period.* The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. *Access to Records.* The Contractor agrees to provide sufficient access to City, the subrecipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;

D. *Access to the Sites of Performance.* The Contractor agrees to permit FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States and its contractors access to the sites of performance under this contract as reasonably may be required.

12.0 No Obligation by Federal Government

The City and the Consultant 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 Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Consultant 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.

13.0 Program Fraud and False or Fraudulent Statements or Related Acts

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract. Upon execution of the underlying contract, the Consultant 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 Consultant 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 Consultant 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 Consultant, to the extent the Federal Government deems appropriate.

The Consultant 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.

14.0 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. Consultant's failure to do so shall constitute a material breach of the contract.

15.0 Termination

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

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 Consultant, 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 Consultant makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Consultant's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or The Consultant 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 or 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 Consultant 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 Consultant 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 Consultant of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Consultant of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Consultant from any

claim for damages previously accrued or then accruing against the Consultant.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant necessary to evaluate Consultant'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 Consultant. 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.

16.0 Remedies

Right to Cover. If the Consultant 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 Consultant 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 Consultant and, should the City's reasonable cost of obtaining or performing the

services exceed the amount due the Contractor, collect the difference from the Consultant.

Right to Withhold Payment. If the Consultant materially breaches any provision of this Agreement, the City shall have a right to withhold all payments due to the Consultant 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 Consultant agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Consultant'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 Consultant 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 Consultant further consents to the City seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Consultant 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

17.0 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 Consultant 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 Consultant 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 proposer 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."

18.0 Equal Employment Opportunity

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

1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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.

19.0 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 Consultant 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 Consultant, 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 Consultant does not make payments to a trustee or other third person, the Consultant 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 Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, 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 Consultant or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Consultant, 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 Consultant 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 Consultant 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. Consultants 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Consultant 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 Consultant 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 Consultant 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 Consultant (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 Consultant 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.

20.0 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 Consultant 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 Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant 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 Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subconsultant. The Consultant or subcontractor shall insert in any subconsultants the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subconsultants. The prime Consultant shall be responsible for compliance by any sub-consultant or lower tier subcontractor with the clauses set forth in paragraphs

(1) through (4) of this section."

21.0 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.

22.0 Procurement of Recovered Materials

Refer to § 200.322 Procurement of recovered materials.

23.0 Allowable Costs Determination

Allowable Costs Determination shall be in accordance with Federal cost principles as stated in 2 CFR 200 Subpart E.

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

Consultants 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. The Consultant shall complete Form C and submit it with their proposal.

25.0 Prompt Payment

The Contractor is required to establish the following prompt payment mechanisms as stated in 49 CFR 26.29:

- A. The contractor must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
- B. The contractor must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The contractor must use one of the following methods to comply with this requirement:
 - 1. The contractor may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - 2. The contractor may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
 - 3. The contractor may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
- C. For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

- D. The contractor DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
- E. The contractor may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
 - 1. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
 - 2. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
 - 3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

26.0 Disadvantaged Business Enterprise (DBE) (49 CFR 26.13(b))

Each contract and all subcontracts must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 27 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the contractor from future bidding as non-responsive

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance Amendment to the Hurricane Dorian Fund

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This budget ordinance amends and closes the Hurricane Dorian Fund
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Budget Ordinance Amendment
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

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

FROM: Kimberly Ostrom – Director of Finance

DATE: May 14, 2024

RE: Consider Adopting an Ordinance Amendment to the Hurricane Dorian Fund

Background

On November 12, 2019, the Board of Aldermen adopted an ordinance to establish the Hurricane Dorian Project Fund in the amount of \$1,500,000 to recognize the costs incurred due to damage from Hurricane Dorian and the corresponding revenues anticipated from FEMA.

Current

FEMA has officially closed out Hurricane Dorian. The total costs submitted for reimbursement were \$1,499,864.79. All allowable expenses have been reimbursed in the amount of \$1,425,223.01 and the remaining \$74,641.78 of unallowable costs will be funded by the general and utility operating funds. This budget ordinance amendment will acknowledge a transfer from other funds for those costs not reimbursed by FEMA and/or insurance and will officially close the Hurricane Dorian Fund.

Transfers From Other Funds:

General Fund	\$23,961.40
Water Fund	\$ 3,376.01
Sewer Fund	\$ 3,434.37
Electric Fund	\$30,176.90
Solid Waste Fund	<u>\$13,693.09</u>
Total	\$74,641.78

Requested Action

The Board considers adopting the enclosed ordinance amendment to close the fund at its meeting on May 14, 2024.

AN ORDINANCE TO AMEND THE HURRICANE DORIAN PROJECT FUND

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

Section 1. That section 4 of the FEMA Hurricane Dorian Project ordinance adopted on November 12, 2019, is hereby amended to recognize a transfer from other funds to cover net costs not funded by FEMA.

Increase:	Interfund Transfer – In	\$ 74,641.78
Decrease:	Grant Revenues	\$(74,641.78)

Section 2. That the Hurricane Dorian Project Fund is hereby closed.

Section 3. This amendment shall become effective upon adoption.

ADOPTED THIS 14TH DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Ordinance Amendment to the Tropical Storm Isaias Fund

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kimberly Ostrom
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	This budget ordinance amends and closes the Tropical Storm Isaias Fund
Actions Needed by Board:	Adopt ordinance amendment
Backup Attached:	Memo; Budget Ordinance Amendment
Is item time sensitive? <input type="checkbox"/> Yes <input checked="" 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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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

Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

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

FROM: Kimberly Ostrom – Director of Finance

DATE: May 14, 2024

RE: Consider Adopting an Ordinance Amendment to Tropical Storm Isaias Fund

Background

On August 11, 2020, the Board of Aldermen adopted an ordinance to establish the Tropical Storm Isaias Project Fund in the amount of \$750,000 to recognize the costs incurred due to damage from Tropical Storm Isaias and the corresponding revenues.

Current

FEMA has officially closed out Tropical Storm Isaias. The total costs submitted for reimbursement were \$557,165.52. The available fund balance of \$132,253.42 will be allocated to the general and utility operating funds for their respective overhead costs. This budget ordinance amendment will acknowledge the transfers and officially close the Tropical Storm Isaias Fund.

Transfers To Other Funds:

General Fund	\$ 31,690.33
Water Fund	\$ 7,140.58
Sewer Fund	\$ 5,791.68
Electric Fund	\$ 41,791.60
Solid Waste Fund	\$ 45,839.23
Total	\$132,253.42

Requested Action

The Board considers adopting the enclosed ordinance amendment to close the fund at its meeting on May 14, 2024.

AN ORDINANCE TO AMEND THE TROPICAL STORM ISAIAS FUND

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

- Section 1.** That section 4 of the FEMA Tropical Storm Isaias Project ordinance adopted on August 11, 2020, is hereby amended to recognize a transfer of available fund balance in the amount of \$132,253.42 from the Tropical Storm Isaias Project Fund to other Funds.
- Section 2.** That the Tropical Storm Isaias Project Fund is hereby closed.
- Section 3.** This amendment shall become effective upon adoption.

ADOPTED THIS 14TH DAY OF MAY 2024.

JEFFREY T. ODHAM, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting an Amendment to the FY 2023-24 Annual Adopted Budget

Date of Meeting: 5/14/2024	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date of Public Hearing:

Explanation of Item:	Increase MPO budget by \$72,500 for cost of 2050 Metropolitan Transportation Plan, including a transfer of \$8,044.60 from General Fund fund balance; Transfers to and from General, Water, Sewer, Electric and Solid Waste Funds to close out Dorian and Isaias project funds
Actions Needed by Board:	Adopt Ordinance Amendment
Backup Attached:	Memo; Ordinance Amendment
Is item time sensitive? <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

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



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New Bern, NC 28563-1129
(252) 636-4000

Jeffrey T. Odham
Mayor

Foster Hughes
City Manager

Brenda E. Blanco
City Clerk

Kimberly A. Ostrom
Director of Finance

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

FROM: Kim Ostrom - Director of Finance

DATE: May 3, 2024

RE: Amendment to the FY 2023-24 Operating Budget

Hurricane Dorian Fund

FEMA has officially closed out Hurricane Dorian. To close the fund, the balance of \$74,641.78 in unallowable costs will be transferred from the general and utility operating funds and appropriated from the respective fund balances.

Transfers from:

General Fund	\$23,961.40
Water Fund	\$3,376.01
Sewer Fund	\$3,434.37
Electric Fund	\$30,176.90
Solid Waste Fund	\$13,693.09
Total	\$74,641.78

Tropical Storm Isaias Project Fund

FEMA has officially closed out Tropical Storm Isaias. To close the fund, the available fund balance of \$132,253.42 will be allocated to the fund balances of the general and operating funds for their respective overhead costs.

Transfers to:

General Fund	\$31,690.33
Water Fund	\$7,140.58
Sewer Fund	\$5,791.68
Electric Fund	\$41,791.60
Solid Waste Fund	\$45,839.23
Total	\$132,253.42

MPO Fund

As presented earlier in the meeting, the New Bern Area MPO is required to update the Metropolitan Transportation Plan (MTP) every five years. The cost to update the MTP is approximately \$125,000 and will be funded 80% by NCDOT PL104 funds and 20% by a required match from member agencies. The cost will be split between FY24 and FY25, with the amount of \$72,500 needed for FY24. This amendment will increase NCDOT PL104 funding in the amount of \$58,000 in additional grant funds and \$14,500 for the increase of match from member agencies. New Bern's additional cost share of \$8,044.60 will be transferred from the General Fund fund balance.

Requested Action

It is requested that the Board considers adopting the enclosed budget amendment at its meeting on May 14, 2024.

CITY OF NEW BERN, NORTH CAROLINA
REQUESTED AMENDMENT TO
Fiscal Year 2023-2024

FROM: Kim Ostrom, Director of Finance

Meeting Date: May 14, 2024

EXPLANATION:

To close the Hurricane Dorian Fund, the balance of \$74,641.78 in unallowable costs will be transferred from the General and utility operating funds and appropriated from their respective fund balances. To close the Tropical Storm Isaias Project Fund, the available fund balance of \$132,253.42 will be allocated to the fund balances of the general and utility operating funds for their respective overhead costs. The New Bern Area MPO is required to update the Metropolitan Transportation Plan (MTP) every five years. The cost to update the MTP is approximately \$125,000 and will be funded 80% by NCDOT PL104 funds and 20% by a required match from member agencies. The cost will be split between FY24 and FY25, with the amount of \$72,500 needed for FY24. This amendment will increase NCDOT PL104 funding in the amount of \$58,000 in additional grant funds and \$14,500 for the increase of match from member agencies. New Bern's additional cost share of \$8,044.60 will be transferred from the General Fund fund balance.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN
THAT THE 2023-2024 ANNUAL BUDGET ORDINANCE IS AMENDED AS FOLLOWS:

Section 1 - Appropriations

Schedule A - GENERAL FUND

Increase: Transfer to Other Funds	<u>\$ 32,007</u>
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Schedule C - WATER FUND

Increase: Transfer to Other Funds	<u>\$ 3,376</u>
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Schedule D - SEWER FUND

Increase: Transfer to Other Funds	<u>\$ 3,434</u>
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Schedule E - ELECTRIC FUND

Increase: Transfer to Other Funds	<u>\$ 30,177</u>
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Schedule Q - MPO PLAN GRANT

Increase: MPO	<u>\$ 72,500</u>
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Schedule T - SOLID WASTE FUND

Increase: Transfer to Other Funds	<u>\$ 13,693</u>
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Section 2 - Estimated Revenues

Schedule A - GENERAL FUND

Increase: Transfer from Other Funds	\$ 31,690
Increase: Fund Balance Appropriated	317
	<u>\$ 32,007</u>

Schedule C - WATER FUND

Increase: Transfer from Other Funds	\$ 7,141
Decrease: Fund Balance Appropriated	(3,765)
	<u>\$ 3,376</u>

Schedule D - SEWER FUND

Increase: Transfer from Other Funds	\$ 5,792
Decrease: Fund Balance Appropriated	(2,357)
	<u>\$ 3,434</u>

Schedule E - ELECTRIC FUND

Increase: Transfer from Other Funds	\$ 41,792
Decrease: Fund Balance Appropriated	(11,615)
	<u>\$ 30,177</u>

Schedule Q - MPO PLAN GRANT

Increase: MPO	<u>\$ 72,500</u>
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Schedule T - SOLID WASTE FUND

Increase: Transfer from Other Funds	\$ 45,839
Decrease: Fund Balance Appropriated	(32,146)
	<u>\$ 13,693</u>

NATURE OF TRANSACTION:

 X ADDITIONAL REVENUE AVAILABLE FOR APPROPRIATION
 TRANSFER WITHIN ACCOUNTS OF SAME FUND
 X OTHER: FUND BALANCE APPROPRIATED

APPROVED BY THE BOARD OF ALDERMEN AND
ENTERED ON MINUTES DATED MAY 14, 2024
AGENDA ITEM NUMBER _____

BRENDA E. BLANCO, CITY CLERK

Aldermen

Rick Prill
Hazel B. Royal
Robert V. Aster
Johnnie Ray Kinsey
Barbara J. Best
Robert Brinson, Jr.



Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

Memorandum

TO: Alderman Johnnie Ray Kinsey

FROM: Brenda Blanco, City Clerk

DATE: May 8, 2024

SUBJECT: Appointment to Board of Adjustment

George "Eric" Jones has resigned from the Board of Adjustment due to scheduling conflicts. A new appointment is needed to fill the remainder of his term which expires on June 30, 2025.