

Kinston City Council

AGENDA

Monday, October 5, 2020

Regular Meeting at 5:30 pm



Mayor Don Hardy

Mayor Pro Tem Felicia Solomon

Councilmembers

Robert Swinson

Sammy Aiken

Antonio Hardy

Kristal Suggs

Agenda
Kinston City Council
City Hall · 207 East King Street
Tuesday, October 5, 2020
Regular Meeting at 5:30 pm

**This meeting will be held electronically in Zoom format and viewed at
<https://www.facebook.com/KinstonCityHall>**

REGULAR MEETING

Call to Order----- Mayor Don Hardy

Prayer----- Councilmember Kristal Suggs

Pledge of Allegiance

CITIZEN COMMENT

Citizens seeking assistance or asking questions will be contacted by a member of the Governing Body or by appropriate City Staff.

There are no in-person comments permitted.

Please visit www.ci.kinston.nc.us/alertcenter.aspx to complete and submit a Citizen Comment Form.

Adoption of the Agenda

If a Councilmember wishes to revise the agenda, the Motion to add or delete an item will be entertained prior to Adoption of the Agenda.

Motion/Second

MINUTES

Consider approval of the minutes of the City Council meeting held on September 21 and 22, 2020 -----
Debra Thompson

Motion/Second

INFORMATION AND UPDATES

1. National Fire Prevention Week----- Mayor Don Hardy
2. Indigenous Peoples' Day----- Mayor Don Hardy

ACTION AGENDA

1. Consider Resolution Authorizing Sale of Real Property ----- James Cauley
Motion/Second
2. Consider Adopting Resolution for Lawrence Heights Sewer Replacement Project for \$3,299,600 ----- Rhonda Barwick

Motion/Second

3. Consider Bid Award to Triple T Freightliner for \$385,218.72----- Rhonda Barwick
Motion/Second

4. Consider De-obligating Funding for the Sewer Lift Station Mitigation Project-- Rhonda Barwick
Motion/Second

CITY MANAGER’S REPORT

CITY ATTORNEY’S REPORT

MAYOR AND COUNCILMEMBER REPORTS

1. Kinston Housing Authority Letter ----- Mayor Don Hardy

2. Juneteenth Holiday ----- Mayor Don Hardy

ADJOURNMENT

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINSTON
AUTHORIZING SALE OF REAL PROPERTY**

WHEREAS, the City of Kinston is the owner of the hereinafter described real property in the City of Kinston, Lenoir County, North Carolina, bearing Lenoir County Tax Parcel no. 452619703097, and being the property located at Lot 2, Honeysuckle Lane, Kinston, North Carolina.

WHEREAS, the City Council of the City of Kinston has no further need or use for said property, and it would be in the best interests of the citizens of the City of Kinston for said real property to be sold by the negotiated offer, advertisement and upset bid method; and

WHEREAS, a notice was published in the Kinston Free Press, setting forth the offer to purchase said real property for a purchase price of One Thousand Dollars, (1,000.00); and

WHEREAS, the public notice invited other individuals and entities to increase the bid, and more than ten (10) days have lapsed since the notice was published in the Kinston Free Press and no one has increased the bid, and the City Council desires to confirm and approve the sale.

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

1. The sale of the hereinbefore real property to LaToya Gooding Smith is hereby ratified and affirmed with the selling price being One Thousand Dollars, (\$1,000.00).
2. The City Attorney shall cause a deed to be prepared from the City of Kinston to LaToya Gooding Smith, and shall be authorized to tender the deed upon payment of the purchase price by the buyer.
3. That the Mayor and City Clerk shall execute said deed and such other documents as may be necessary on behalf of the City of Kinston to accomplish this transaction.

ADOPTED, this 5th day of October, 2020.

CITY OF KINSTON

By: _____
Debra Thompson, City Clerk

City of Kinston

City Council Agenda



Meeting Date: Monday, October 05, 2020

Agenda Section: Action Agenda

Agenda Item: Resolution

Action Requested: Adopt Resolution

Agenda Item to be Considered

Presenter: Rhonda Barwick, Public Services Director

Subject: Consider adopting a Resolution to accept a Clean Water State Revolving Fund loan for the Lawrence Heights Sewer Replacement Project in the amount of \$3,299,600.

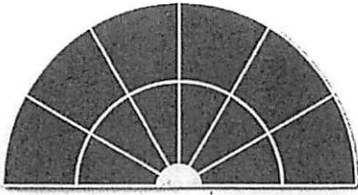
Supporting Documentation: Departmental Memo, Proposed Resolution and related State of NC documents

Department Head's Approval *RB 9/28/2020*

City Manager's Approval *TS 9-30*

Budgetary Impact: No Budgetary Action Required

Staff Recommendation: Staff recommends approval.



KINSTON PUBLIC SERVICES


Buildings & Grounds, Business Office, Electric, Engineering, Environmental Services,
Fleet Maintenance, Meter Reading, Stormwater, Streets, Wastewater, and Water

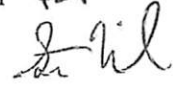
Kinston, the right place ... Kinston Public Services, the right choice.



MEMORANDUM

TO: Tony Sears, City Manager

THROUGH: Rhonda Barwick, Public Services Director 

FROM: Steve Miller, Water Resources Manager 

DATE: September 23, 2020

RE: Clean Water State Revolving Fund Loan Offer and Acceptance
Lawrence Heights Sewer Replacement Project

Background

The City of Kinston applied for funding in 2017 from the Clean Water State Revolving Fund (CWSRF) for the above project. We were approved for a loan of \$3,299,600 at zero percent interest with \$500,000 in principal forgiveness. We also applied for CDBG-I grant funds for the project. We were unsuccessful in 2017, but were approved for \$2 million CDBI-I grant in 2018.

The total estimated cost for the sewer work is \$3,299,600. When the work is bid and a tentative award is sent to the funding agencies for approval, the loan amount will be adjusted to only the funds necessary for the project.

The City has received the attached Offer and Acceptance letter for the CWSRF loan for this project. To accept the loan, City Council will need to adopt the attached resolution and the City Manager will need to sign the offer letter. This will be for the full loan amount, which will be reduced later by the funding agency after construction bids are received, to only provide the funds needed for the project. We anticipate bidding the project in December, 2020.

Action Requested

Consider adopting a resolution to accept a Clean Water State Revolving Fund loan for the Lawrence Heights Sewer Replacement Project.

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered a Clean Water State Revolving Loan in the amount of \$3,299,600, with \$500,000 in principle forgiveness for the construction of the Kinston's Lawrence Heights Sewer Replacement Project, and
- WHEREAS,** The City of Kinston intends to construct said project in accordance with the approved plans and specifications,

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

That, the City of Kinston, does hereby accept the Clean Water State Revolving Loan offer of \$3,299,600.

That the City of Kinston does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II – Assurances will be adhered to.

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

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

Adopted the 5th day of October, 2020 at Kinston, North Carolina.

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Kinston does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as legally adopted at a regularly convened meeting of the City of Kinston's City Council duly held on the 5th day of October, 2020; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of October, 2020.

Debra Thompson, City Clerk



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

Kim H. Colson
Director

September 10, 2020

Mr. Tony Sears, City Manager
City of Kinston
PO Box 339
Kinston, NC 28502

SUBJECT: Offer and Acceptance for a State Loan
Project No. CS370527-12
Lawrence Heights Sewer Replacement

Dear Mr. Sears:

The City of Kinston has been approved for loan assistance from the Clean Water State Revolving Fund. Enclosed are two (2) copies of an Offer-and-Acceptance Document extending a State Revolving Loan in the amount of **\$3,299,600**, with \$500,000 in principle forgiveness. This offer is made subject to the assurances and conditions set forth in the Offer-and-Acceptance Document.

Please submit the following items to Pam Whitley, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer-and-Acceptance Document executed by the Authorized Representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number and DUNS Number of the Recipient (Memo attached)
4. Sales-Tax Certification (attached)

Please note that if a Fiscal Sustainability Plan is applicable to this project, the certification is not due until the final reimbursement request.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

The Site Certification, a Capital Project Ordinance (or budget ordinance covering the project), and the Professional Engineering Services Procurement Form are due before disbursements will begin. Please see the attached Guidance Document for a complete list of items due no later than the project's first disbursement.

Reimbursement requests (see printed form attached to this letter) should be sent to Jackie Moore at the address noted.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987.

Sincerely,

Kim H. Colson

Kim H. Colson, P.E., Director
Division of Water Infrastructure, NCDEQ

Enclosures: Resolution to Accept Loan Offer (suggested format)
Loan Offer and Acceptance Document (two copies)
Federal ID and DUNS Number Request Form
Sales-Tax Certification Form
Fiscal Sustainability Plan Certification
Guidance Document
Reimbursement Request Form
Site Certification
Capital Project Ordinance Sample
Professional Engineering Services Procurement Form

cc: Henry McLean, City of Kinston
Pam Whitley
Eric Karis
SRF (COM_LOX)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

City of Kinston
P.O. Box 339
Kinston, North Carolina 28502

Project Number: CS370527-12
Project Number: E-SRF-T-20-0511
CFDA Number: 66.458

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund (SRF)	<input checked="" type="checkbox"/>			\$3,299,600
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

Lawrence Heights Sewer Replacement Project

Total Financial Assistance Offer: **\$ 3,299,600**
Total Project Cost: **\$ 4,018,085**
Estimated Closing Fee*: **\$ 65,992**
For Loans
Principal Forgiveness: **\$ 500,000**
Interest Rate: **0% Per Annum**
Maximum Loan Term: **20 Years**

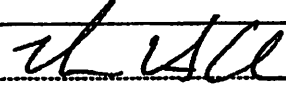
**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Kim H. Colson, P.E., Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

Signature:  Date: 9/10/2020

On Behalf of: City of Kinston
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature: _____ Date: _____

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following "super cross cutters" apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year's appropriation. This document can be found at <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf> Please note that nothing is submitted to the State's SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
8. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

City of Kinston
City Council Agenda



Meeting Date: Monday, October 05, 2020

Agenda Section: Action Agenda

Agenda Item: Bid Award

Action Requested: Accept Bid Offer


Agenda Item to be Considered

Presenter: Rhonda Barwick, Public Services Director

Subject: Consider awarding the bid for the purchase of two Environmental Service trucks from Triple T Freightliner in the amount of \$385,218.72 which includes the cost of taxes, tags and licenses.

Supporting Documentation: Departmental Memo, related bid documents

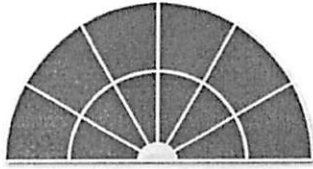
Department Head's Approval

 9/28/2020

City Manager's Approval TS 9-30

Budgetary Impact: Budgeted Item(s)

Staff Recommendation: Staff recommends approval.





KINSTON PUBLIC SERVICES

Buildings & Grounds, Business Office, Electric, Engineering, Environmental Services,
Fleet Maintenance, Meter Reading, Stormwater, Streets, Wastewater, and Water

Kinston, the right place ... Kinston Public Services, the right choice.



TO: Rhonda Barwick, Public Services Director
Tim Wood, Purchasing Manager 

FROM: Sharron Dempsey, Operations Manager 

DATE: September 17, 2020

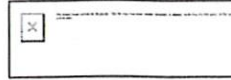
RE: International Commercial Cherry Picker and Rear End Loader

This years' Environmental Services budget included \$375,056.00 to purchase (2) Residential trucks to replace vehicles 410 and 411 which was approved and adopted in the FY20/21 budget. A separate transfer request has been sent to the Finance Director to transfer \$11,000.00 from other accounts in order to cover the related taxes and tags.

It is my recommendation, along with Tim Wood, Purchasing Manager, that the City Manager be authorized to enter into a contract with Triple T Freightliner in Wilmington, NC for the purchase of (1) Freightliner Commercial Cherry Picker to replace vehicle #410 and (1) Freightliner Commercial Rear End Loader to replace vehicle #411.

We have compared pricing and recommend using the NJPA contract for these purchases. The total cost of the contract is \$356,684.00. The remaining funds will be used towards taxes, tags estimated at 8% of the purchase price, or a total of \$385,218.72. Funding for these trucks is available in the Environmental Services fund (6400-4256-75400).

Prepared for:
PURCHASING DEPARTMENT
KINSTON CITY OF
2360 HWY 258 S



KINSTON, NC 28504
Phone: 252-939-3312

Prepared by:
David Foster
TRIPLE T FREIGHTLINER
2715 US HIGHWAY 421 NORTH
WILMINGTON, NC 28401
Phone: 910-763-6281

"Cherry picker"

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
CUM B6.7 250 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	14,600# TAPERLEAF FRONT SUSPENSION
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	6000MM (236 INCH) WHEELBASE
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
	1925MM (76 INCH) REAR FRAME OVERHANG

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	75,327	\$ 75,327
EXTENDED WARRANTY	\$	0	\$ 0
DEALER INSTALLED OPTIONS	\$	79,272	\$ 79,272
CUSTOMER PRICE BEFORE TAX	\$	154,599	\$ 154,599

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(175)	\$ (175)
TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	1,159	\$ 1,159

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY) \$	155,584	\$ 155,584
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

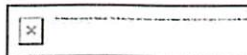
Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtffoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Application Version 11.2.313
Data Version PRL-23M.030
KINSTON - NCSA M2106 37K B6.7
GRAPPLE



08/27/2020 11:08 AM



NCSA BID # 19-03-0504R

Customer: City of Kinston

Ship To: 2360 US Hwy 258 S.
Kinston, NC 28504

NOTE: Please
reference Contract Bid

Contact: Tim Wood

LINK: [NCSA Terms & Conditions](#)

Contract Price

Description

Petersen TL-3 \$84,660.00

Body Paint: Black

BASE MODEL UPGRADES AND ACCESSORIES

Petersen TL-3 Truck Mount Loader

Factory mount

Standard lever controls

Heavy duty swing motor

Standard 60" bucket

1824 HDX Hardox Body (18' long - 24 cubic yard)

Petersen Industries self-winding cover

Back up camera w/ color monitor (mounted in tail light)

Heavy duty high intensity LED outrigger strobe lights

LED strobes in rear corner post of body

Hose guards (head & valve bank)

10# Fire extinguisher

Triangle safety kit

Grated heat shield under walk-thru

White/Amber strobes in front grill of chassis

Chassis Requirements:

168" Useable C/A

Minimum 12,000# Front Axle

Minimum 21,000# Rear Axle

33,000# GVWR

Frame 1,500,000RBM

Frame Thickness 1 1/32" minimum

Dealer Services Included:

Freight - Factory to AECE Carolinas

PDI & One local move to Truck Dealer OR Customer

AECE Mobile on-site Warranty Pkg., 1 yr.

On-site training provided upon request.

Body Subtotal: \$84,660.00

NCSA Body Discount (6%): -\$5,079.60

Additional Discount: -\$308.32

Body Total: \$79,272.08
Unit Purchase Price: \$79,272.08
Non-Refundable Deposit Required:
Balance Due Upon Delivery: \$79,272.08

ESTIMATED LEAD TIMES

Chassis to Body Mfg: Days, After Receipt of Order
Body Build: 120 Days, After Receipt of Chassis
Delivery: 135 Days, After Receipt of Order

Quoted By: Matt Garon

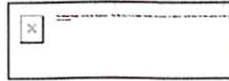
Quote Date: 8/26/2020
Quote Expires: 9/25/2020

Additional Options Available **Add to Purchase Price:**

Work lights under side of body (set of 2 toward curb side or street	\$ 355.00
Undercoat under side of body	\$ 769.00
Double wire braided hoses	\$ 547.00

NOTE: Prices shown for additional options are not included in the extended purchase price and do not include tax.
 Prices are subject to change without notice and do not include local, state or federal taxes. AECI cannot collect NC "Highway Use Tax". NC Customers pay "Highway Use

Prepared for:
PURCHASING DEPARTMENT
KINSTON CITY OF
2360 HWY 258 S



Prepared by:
David Foster
TRIPLE T FREIGHTLINER
2715 US HIGHWAY 421 NORTH
WILMINGTON, NC 28401
Phone: 910-763-6281

KINSTON, NC 28504
Phone: 252-939-3312

"Rear end Loader"

QUOTATION

M2 106 CONVENTIONAL CHASSIS	
SET BACK AXLE - TRUCK	20,000# TAPERLEAF FRONT SUSPENSION
CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	6125MM (241 INCH) WHEELBASE
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION	1900MM (75 INCH) REAR FRAME OVERHANG
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	92,855	\$ 92,855
EXTENDED WARRANTY	\$	0	\$ 0
DEALER INSTALLED OPTIONS	\$	107,103	\$ 107,103
CUSTOMER PRICE BEFORE TAX	\$	199,958	\$ 199,958

TAXES AND FEES			
FEDERAL EXCISE TAX (FET)	\$	(358)	\$ (358)
TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	1,500	\$ 1,500

TRADE-IN			
TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$	201,100	\$ 201,100

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial
Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



- 99B-012 - Ship to third party Charlotte (Fontaine)
- 882-018 - One valve parking brake system with dash valve control auto neutral and warning indicator
- 996-D50314 - Clean idle sticker code needed on door, not hood
- Cab color: White. Other colors additional \$250 (Non-Metallic)
- 106"/108" BBC Cab
- Allison automatic transmission
- No components available under cab
 - o DEF tank mounted at least 12" aft of cab
 - o Optional LH aft of cab mounted fuel tank
 - o No RH or LH under cab batteries
 - o If batteries are frame mounted, RH side, mount at least 24" from BOC
 - o Air dryers mounted under cab not available

Restrictions:

- Power windows not available
- Exterior grab handles not available
- DD8 engine not available
- *Cluster not available in metric primary*

Fontaine recommends CB radio and antenna be wired directly to battery.

Optional:

- 883-009 - Work brake with auto neutral (must be added at the plant)

If unit(s) are not spec'd to requirements listed above additional charged could be added to the invoice as follows:

- If cross-view mirrors are not installed at the factory, Rosco cross-view mirrors will be added to order \$459 upcharge.
- If air tanks are located under of cab, air tanks will be relocated to under frame rail \$590/tank upcharge.

*** Some applications may require optional step that is additional \$290.00 ***

All Mexico builds will require additional transportation services to Fontaine Charlotte at the customer's expense of an estimated \$215.00. This cost is not included in the quoted price of the modification.

Price Per Truck	\$27,215.00
Total Quote Price	\$27,215.00

Fontaine to retain ownership of design/rights of the modification as well as any engineering, parts, and intellectual property developed over the course of the modification.

Thank you for the opportunity to quote this package. Please complete the order information below and approve in order to secure production scheduling. All take-off parts become the property of Fontaine Modification.

All sales are subject to the Terms and Conditions of Sale set forth on our website at www.fontainemod.com. Any order of, receipt of, or payment for seller's products or services shall constitute your acceptance of these Terms and Conditions of Sale.

To place the order the following is required:

1. Chassis offline dates
2. A copy of your company's purchase order
3. Orders of 10 units and greater will require a pilot review and customer approval of final installation
4. Any changes made to this order after it is processed and material ordered will result in a restocking fee and change order fee
5. Part numbers and or descriptions, Shipped date, ETA and Shipper information is required on all customer supplied parts (Parts that arrive unidentified either by the Fontaine deal #, chassis serial number, or customer unit number will be quarantined to a non-conforming area and may delay chassis build)

Chassis serial numbers (last 8 of the VIN):

VIN _____ Thru _____

Chassis offline dates: _____

Unit / Asset Number: _____
Thru _____

PO# (Purchase Order Number): _____

Customer Acceptance: _____ Date
_____/_____/_____

Signed By: _____ Date
_____/_____/_____

Fleet: _____ Estimated Date Received: +5 Days from OEM Slot Date

Dealer: TRIPLE T PARTS & EQUIPMENT CO Pilot Review: _____

End User: CITY OF KINSTON Body Builder: NEW WAY

VIN	Unit	PO #	OEM Slot	Req Compl	Price
					\$27,215.00

TERMS AND CONDITIONS OF SALES

1. **ENTIRETY.** These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Fontaine Modification Company ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.
2. **PRICES.** Prices quoted unless otherwise indicated in the purchase order are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability.
3. **TAXES.** Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.
4. **TERMS OF PAYMENT.** All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.
5. **DELIVERY.** Delivery shall be made F.O.B shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
6. **INSPECTION.** Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.
7. **CHANGES OR CANCELLATION.** Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer.
8. **RETURNS.** Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.
9. **SERVICE TERMS.** (a) Services will be provided at Seller's then current service rates; (b) if the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.
10. **INSURANCE.** Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2 million per occurrence, \$2 million products-completed operations aggregate and \$4 million annual aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall require: (i) that Buyer's insurance will be primary and noncontributory, (ii) that Seller be named as an Additional Insured as its interests apply per this agreement; and (iii) that Buyer and its insurer waive all rights of subrogation against Seller's insurers and Seller.
11. **LIMITED WARRANTIES.** Unless otherwise provided by Seller in its written warranty, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of 12 months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i)-(vi) without the prior written consent of Seller, this warranty shall be void.
12. **LIMITATION OF LIABILITY.** SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.
13. **INDEMNIFICATION.** Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual

property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.

14. **PATENTS.** Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part; (b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.

15. **TOOLING.** In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.

16. **CONFIDENTIALITY.** All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.

17. **INTELLECTUAL PROPERTY.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.

18. **EXPORT COMPLIANCE.** Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.

19. **FORCE MAJEURE.** Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undecleared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable.

20. **TERMINATION.** Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

21. **WAIVER.** All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

22. **GOVERNING LAW.** Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Seller's principal place of business, at Seller's sole discretion.

23. **SEVERABILITY.** The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.

24. **MISCELLANEOUS.** Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.

By signing this quote you accept all of Fontaine's Terms and Conditions

Quoted By:

HARRISON LETCHWORTH



NCSA BID # 19-03-0504R

Customer: City of Kinston

Ship To: City of Kinston

Contact: Tim Woods

NOTE: Please
reference Contract Bid
0000
[LINK: NCSA Terms & Conditions](#)
Contract Price

Description

New Way Cobra Magnum \$93,035.66

Body Paint: White

BASE MODEL UPGRADES AND ACCESSORIES

Upgrade Cobra Magnum from 20 yard body to 25 yard body

Complete factory mount

Cobra Magnum 20 Yard Body

Auto-Trans (Hot Shift w/ Overspeed) Pack/Pump on the Go

Extra valve section w/ extended handle for rear tipper addition

Street side linkage to operate tipper from street

Add hydraulic tubing to tailgate side for tippers (RH/LH sides)

LED Work lights in hopper (qty. 2)

Strobe light package Intergrated (2) upper tailgate

Strobe light package Intergrated (2) lower tailgate

Strobe lights in front grill of chassis

Center mount brake light/cluster

Safety shut down (curbside)

Safety shut down (streetside)

Driver alert buzzer (curbside)

Driver alert buzzer (streetside)

Interlock on front access door

Fire extinguisher 10lb.

Triangle safety kit

7.0" Color monitor w/ backup camera

Acrylic Urethane Enamel (White)

Body floor 7 gauge 100K

Hopper floor and back 1/4" 100K

Tailgate lower sides 1/4" 100K

Slide face 7 gauge 100K

Ejection panel face 10 gauge 50K

All body panels 10 gauge 80K

Frame mount hydraulic tank

High temperature fluid gauge

Induction hardened slide rods
 Induction hardened sweet rods
 Zinc clear hydraulic tubes
 Guards to protect roof hoses/pipes
 Quick disconnect pressure port at the front valve

Rubber mud flaps in front of rear axles
 Shovel / Broom rack (street side tailgate)

2-year Cylinder warranty
 1-year Body warranty
 1-year Hydraulic warranty

Barker Rotary Tipper #BPHBP27-5541 (street side)
 Barker Rotary Tipper #BPHBP27-5541 (curb side)
 Installation of tippers

Dealer Services Included:

Freight - Factory to AECl Carolinas
 PDI & One local move to Truck Dealer OR Customer
 AECl Mobile on-site Warranty Pkg., 1 yr.
 On-site training provided upon request.

Body Subtotal:	\$93,035.66
NCSA Body Discount (6%):	-\$5,582.14
Additional Discount:	-\$7,565.00
Body Total:	\$79,888.52
Tax - Sales Tax %:	
Unit Purchase Price:	\$79,888.52
Quantity:	1
Extended Purchase Price:	\$79,888.52
Non-Refundable Deposit Required:	
Balance Due Upon Delivery:	\$79,888.52

ESTIMATED LEAD TIMES

Chassis to Body Mfg:	Days, After Receipt of Order
Body Build:	200 Days, After Receipt of Chassis
Delivery:	215 Days, After Receipt of Order

Quoted By: Matt Garon

Quote Date: 8/26/2020
Quote Expires: 9/25/2020

TAXES: Unit price includes all taxes except state and federal taxes. AECl cannot collect NC "Highway Use Tax". NC Customers pay "Highway Use

City of Kinston

City Council Agenda



Meeting Date: Monday, October 05, 2020

Agenda Section: Action Agenda

Agenda Item: Other

Action Requested: Other

Agenda Item to be Considered

Presenter: Rhonda Barwick, Public Services Director

Subject: Consider authorizing the City Manager to de-obligate funding from the Clean Water State Revolving Fund for the Sewer Lift Station Mitigation Project.

Supporting Documentation: Departmental Memo, Letter of Intent from State of NC

Department Head's Approval

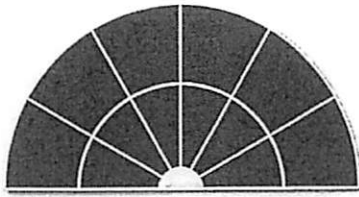
RB 9/28/2020

City Manager's Approval

TS 9-30

Budgetary Impact: No Budgetary Action Required

Staff Recommendation: Staff recommends de-obligating funding.



KINSTON PUBLIC SERVICES


Buildings & Grounds, Business Office, Electric, Engineering, Environmental Services,
Fleet Maintenance, Meter Reading, Stormwater, Streets, Wastewater, and Water

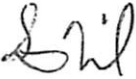
Kinston, the right place ... Kinston Public Services, the right choice.



MEMORANDUM

TO: Tony Sears, City Manager

THROUGH: Rhonda Barwick, Public Services Director 

FROM: Steve Miller, Asst. Public Services Director 

DATE: September 21, 2020

RE: Clean Water State Revolving Fund Loan – Lift Station Mitigation

Background

In March, 2020, the City of Kinston applied to the State of North Carolina for funding to make improvements to three lift stations to prevent damage from repetitive flooding during recent hurricanes. The three stations (Briery Run, Barrus, and Sheraton) and have been flooded during Hurricanes Fran, Floyd, Matthew, and Florence. In August, we received the attached Letter of Intent to Fund from the Clean Water State Revolving fund. The funding term is a low interest loan of \$1,800,000. The application was submitted with the intent to obtain grant funds under the ASADRA program being administered by the State of North Carolina.

After Kinston had applied for funding, FEMA agreed to fund mitigation of the Briery Run Lift Station. This station accounted for \$1.2 million of the CWSRF funding and is flooded by flash flooding during heavy rain during the hurricanes.

The other lift stations in the CWSRF project are flooded by the Neuse River when the river rises after the hurricane events. When the river flooding is occurring, the customers served by these stations are also flooded so there is minimal impact to our customers. The cost of repairs after the flood events typically are in the \$15,000-\$20,000 range at each station. With mitigation costs estimated at \$275,000 for each station, it is not cost effective to perform the mitigation work with loan funds.

It is my recommendation that the City of Kinston deobligation the CWSRF loan for Lift Station Mitigation. We will proceed with mitigation work at the Briery Run Lift Station using FEMA grant funds.

Action Requested

Authorize the City Manager to de-obligate funding from the Clean Water State Revolving Fund for the Sewer Lift Station Mitigation Project (CS370527-13).



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

Kim H. Colson
Director

August 3, 2020

Mr. Tony Sears, City Manager
City of Kinston
PO Drawer 339
Kinston, NC 28502

Subject: Letter of Intent to Fund
Sewer Lift Station Mitigation Project
Spring 2020 Application Cycle
Project No.: CS370527-13

Dear Mr. Sears:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The Clean Water State Revolving Fund (CWSRF) loan amount will be \$1,800,000 at a maximum interest rate of 0.18%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

Milestone	Date
Engineering Report Submittal	December 1, 2020
Engineering Report Approval	May 3, 2021
Bid and Design Package Submittal	November 1, 2021
Bid and Design Package Approval	March 1, 2022
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority To Award	July 1, 2022
Execute Construction Contract(s)	August 1, 2022

The first milestone is the submittal of an Engineering Report by close of business on December 1, 2020. The Engineering Report must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Tony Sears, City Manager
August 3, 2020
Page 2 of 2

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs (including ASADRA) must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.


Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt to be issued greater than \$1,000,000 must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

Brooks Act Compliance

Projects funded through the CWSRF program (including ASADRA) must comply with the federal Brooks Act for the selection of architectural and engineering services. CWSRF projects cannot be exempted from qualification-based selection of these services under N.C.G.S. 143-64.32. Any services provided that were not selected in compliance with federal requirements will be ineligible for reimbursement.

If you have questions, please contact your Project Manager Eric Karis, by phone at (919) 707-9052 or by email at eric.karis@ncdenr.gov.

Sincerely,

Jon Risgaard, Chief
State Revolving Fund Section

CC: Henry Devon McLean, City of Kinston, Kinston
Anita E. Robertson, PE
Mark Hubbard, PE
Project File (COM_LOIF)